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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

CASTLEMAN COURTS CONDOMINIUMS



THIS DECLARATION made and entered into this 25th day of February, 1980, by FIRST NATIONAL BANK OF DES PLAINES, as Trustee under Trust Agreement dated January 31, 1977 and known as Trust No. 73711759 and not individually (hereinafter referred to as the "Trustee" or "Declarant"),

WITNESSETH:

WHEREAS, the Trustee is the owner in fee simple of certain real estate located in the County of Cook and State of Illinois and scribed as follows:

25 378 419

That part of the North half of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at a point on the West line of the North East quarter of Section 32, which is 519.20 feet North of Milwaukee Avenue; thence South along said West line of the North East quarter of Section 32, a distance of 83.66 feet to the point of beginning of the herein described tract; thence North 52 degrees, 05 minutes East, a distance of 489.68 feet; thence South 37 degrees, 55 minutes East, a distance of 857.30 feet to the North Westerly right of way line of the Chicago and Northwestern Railroad Company; thence South 35 degrees, 10 minutes West along said right of way line, a distance of 230.34 feet; thence South 54 degrees, 50 minutes East, along said right of way line, a distance of 15.0 feet; thence South 35 degrees, 10 minutes West, along said right of way line, a distance of 441.66 feet to the Northerly line of Milwaukee Avenue, as acquired by the State of Illinois by Document Number 20979865; thence North 37 degrees, 47 minutes, 10 seconds West, along said Northerly line of Milwaukee Avenue, a distance of 90.00 feet; thence North 42 degrees, 40 minutes, 20 seconds West, along said Northerly line of Milwaukee Avenue, a distance of 713.29 feet to the West line of the North East quarter of said Section 32; thence North 39 degrees, 31 minutes, 54 seconds West along said Northerly line of Milwaukee Avenue, a distance of 266.45 feet; thence North 52 degrees, 05 minutes East, a distance of 215.02 feet to the point of beginning, all in Cook County, Illinois.

WHEREAS, the Declarant desires to cause to be constructed on portions of said real estate certain buildings and it is the desire and intention of Declarant to enable said real estate together with all build-

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827-7400

Box 533

ings, structures, improvements and other permanent fixtures of whatsoever kind situated or to be situated thereon, and all rights and privileges belonging or in any way pertaining thereto (hereinafter called the "Property") to be owned by Declarant and by each successor in interest of them under that certain type or method of ownership commonly known as "CONDOMINIUM" and to submit the property to the provisions of the "Condominium Property Act" of the State of Illinois, as amended from time to time; and

WHEREAS, the Trustee desires to provide for the preservation of the values and the harmonious, beneficial and proper use of the Property, or any portion thereof, with respect to which a Declaration of Condominium or Supplemental or Amended Declaration of Condominium may be hereafter recorded, and the maintenance of the Common Elements under one Board of Directors (the Board of Directors of the Association), and to this end the Trustee desires to subject, from time to time, portions of the Property, with respect to which Supplemental or Amended Declarations of Condominium are hereafter recorded, to the covenants, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, the Trustee desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Property, with respect to which a Declaration of Condominium or any Supplemental or Amended Declaration of Condominium is executed by the Trustee or its assigns and recorded as herein provided, shall at times enjoy the benefits of, and shall hold their interests subject to the rights, easements, terms, covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of such property and are established for the purpose of enhancing the value, desirability and attractiveness of such property.

NOW THEREFORE, Declarant as the legal title holder the real estate hereinbefore described, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

ACT: The "Condominium Property Act" of the State of Illinois.

DECLARATION: This instrument by which the property is submitted to the provisions of the Condominium Property Act of the State of Illinois, and such Declarations as from time to time amend or supplement this Declaration.

PARCEL: The parcel of real estate submitted to the Act by this written Declaration or amendments or supplements thereto.

BUILDINGS: The buildings located on the Parcel containing the Units, as more specifically hereafter described in Article III.

PROPERTY: All the land, property and space comprising any parcels, all improvements and structures constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Unit owners.

DEVELOPMENT: All parcels of real estate above described.

DEVELOPER: FRANK R. STAPE BUILDER, INC., an Illinois corporation, or its designated successors or assigns.

UNIT: A part of the Property designed or intended for independent use, as set forth and delineated by identifying markers or symbols on Plat attached hereto as EXHIBIT "A" which Plat is being recorded simultaneously with the recording of this Declaration. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no structural components of a Build-

ing, and no pipes, wires, conduits, ducts, flues, shafts or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.

COMMON ELEMENTS: All of the property, except the Units, and shall include, but shall not be limited to, the land, foundations, hallways, stairways, elevators, elevator shafts, laundry areas, central television antennas, entrances and exits, basement, roof, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), central heating and air-conditioning system, if any, public utility lines, floors, ceilings, and perimeter walls of Units (other than such portions thereof included within Unit boundaries as shown on the Plat) structural components of the building, the lake, unassigned parking areas, outside walks, landscaping, swimming pool, bathhouse, tot lots, putting greens, and all other portions of the Property except the individual Units. Structural components located within the boundaries of a Unit shall be part of the Common Elements, as well as tangible personal property required for maintenance and operations of Common Elements.

LIMITED COMMON ELEMENTS: A portion of the Common Elements reserved for the use of a certain unit or units to the exclusion of other units, including specifically, but not by way of limitation, assigned parking, storage lockers, balconies, patios, terraces and such portions of the perimeter, walls, floors, ceiling, doors, vestibules, windows, and entryways, and of all associated fixtures and structures therein as lie outside the Unit boundaries. Subject to the Act, portions of the Common Elements may from time to time be designated as Limited Common Elements. No owner shall decorate, fence, enclose, landscape, adorn or alter any patio or balcony in any manner contrary to such rules and regulations as may be established by the Board of Directors, as hereinafter provided, unless he just shall have obtained the written consent of the Board so to do.

PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

UNIT OWNER: The person or persons whose estates or interests individually or collectively, aggregate fee simple absolute ownership of a Unit.

MAJORITY OR MAJORITY OF UNIT OWNERS: The owners of more than Fifty (50%) Percent in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements.

UNIT OWNERSHIP: A part of the Property consisting of one Unit and the undivided interests in the Common Elements appurtenant thereto.

BUILDING: The building or buildings located on a Parcel or Parcels and forming part of the Property and containing one or more Units, as shown by the surveys of the respective floors of said Building included in the Plat.

ASSOCIATION: CASTILIAN COURT'S CONDOMINIUM ASSOCIATION, a not-for-profit corporation, as established by the charter and By-Laws thereof.

COMMON EXPENSES: The proposed or actual expenses affecting the Property, including any reserves, if assessed by the Board. These include but are not limited to: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws and (d) any valid charge against the condominium as a whole.

OCCUPANT: Person or persons, other than Unit Owner, in possession of a Unit.

PARKING AREAS: Areas within the Common Elements provided for parking of automobiles. It is understood that the Developer shall assign one parking space to each unit at or prior to conveyance thereof by Declarant. Those areas so assigned to a particular unit by the Developer or by the Board shall be deemed Limited Common Elements.

DRIVEWAYS: Space provided for vehicular access to the Parking Areas.

ARTICLE II

COMMON ELEMENTS

1. OWNERSHIP OF COMMON ELEMENTS

Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property, and except as otherwise limited to this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by this Declaration which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners or the written approval of at least Seventy-Five (75%) Percent of the first mortgagees of all Units, except as provided in Article X, hereinafter. Each Unit's corresponding percentage of ownership in the Common Elements is set forth in EXHIBIT "B" attached hereto, which may be amended from time to time as hereinafter set forth in Article X.

2. NO SEVERANCE OF OWNERSHIP

No owner shall execute any deed, mortgage, lease or other instrument affecting title to his unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. Except as provided in the Act, no unit owner shall by deed, Plat or otherwise subdivide or in any other manner cause a Unit to be separated into any tracts or parcels different from the whole unit as shown on EXHIBIT "A" hereto.

3. USE OF THE COMMON ELEMENTS

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

4. COMMON EXPENSES

Each Unit Owner shall pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "common expenses"). Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act, provided, however, that encumbrances owned or held by any first mortgagee shall be subject as to priority after written notice to said

encumbrancers of unpaid common expenses only to the lien of all common expenses on the encumbered unit which became due and payable subsequent to the date said ~~encumbrancer~~ ^{ENCUMBRANCE} takes possession of the unit.

5. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the common elements of the condominium property and restrictions upon the alteration and improvements thereof shall be as follows:

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

(b) Alteration and Improvement. After the completion of the improvements on all the property including the common elements which are contemplated in this Declaration, there shall be no alteration nor further improvement of common elements without prior approval, in writing, by record owners of 75 percent of all Units. The costs of such alteration or improvements shall be a common expense and so assessed. A Unit Owner owning two or more units shall have the right, subject to any reasonable regulations approved by the Board, to remove or otherwise alter any intervening partition, so long as the action does not weaken, impair or endanger any Common Element or Unit and provided said Owner notifies the Board of the nature of said removal or alteration not less than ten (10) days prior to commencing work.

6. ASSIGNMENT OF LIMITED COMMON ELEMENTS

Any patios, terraces or balconies shall be assigned to the Unit which it adjoins and from which Unit allows direct access to such patio, terrace or balcony. Parking spaces shall be assigned to the Unit Owners by the Developer as hereinbefore provided.

7. TRANSFER OF LIMITED COMMON ELEMENTS

The use of Limited Common Elements may be transferred between Unit Owners at their expense. Each transfer shall be made by an assign-

ment to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other unit Owners who have any right to use the Limited Common Elements affected. The Amendment shall contain a certificate showing that a copy of the Amendment has been delivered to the Board of Directors. The Amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares in the Common Elements. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Directors shall decide such reapportionment. No transfer shall become effective until the Amendment has been recorded.

ARTICLE III

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. SUBMISSION TO ACT

The parcel of property contained and described on EXHIBIT "A" attached hereto and the Plat attached hereto as EXHIBIT "A", and specifically incorporated by reference herein, are hereby submitted to the provisions of the "Condominium Property Act" of the State of Illinois.

2. SEPARATE MORTGAGES

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

3. SEPARATE REAL ESTATE TAXES

It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage

of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to any Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

4. EASEMENTS

(a) Encroachments. If any portion of the Common Elements encroaches upon any unit, or if any unit encroaches upon any portion of the Common Elements or any other unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any owner who creates an encroachment by his intentional, willful or negligent conduct or that of his agent.

(b) Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Property.

(c) Storage Area. The storage area for the Unit Owners' personal property in the Building outside of the respective Units shall be part of the Limited Common Elements, and the exclusive use and possession of such area shall be allocated among the respective Unit Owners in such manner and subject to such rules and regulations as the Developer or the Board may prescribe. Each Unit Owner shall be responsible for his personal property in such storage area. The Board and the Association shall not be considered the bailee of such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board and/or the Association.

(d) Exclusive Ingress and Egress Easements. The Owners, their guests and invitees, of Units in each Building, respectively, shall have an exclusive right and easement on, over and across that part of the Common Elements located in each building, respectively, subject only to the rights of the Board of Directors, their agents, and employees to enter the Building to perform those duties which the Board of Directors is required or permitted to perform.

(e) Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in any other part of this Declaration of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to any Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

(f) Completion of Improvements. An easement is hereby reserved to Declarant to enter upon the property, whether or not subsequent to the completion and sale of all units, for the purpose of completion of any buildings, structures, and/or improvements on the property, including but not limited to storage lockers, sheds, and parking areas. The Declarant is further authorized on behalf of all unit owners to execute any documentation necessary to record an amended Exhibit "A" to the within Declaration, which amended Exhibit "A" shall set forth any buildings, structures and/or improvements installed or constructed subsequent to the recording of this Declaration.

ARTICLE IV
CONDOMINIUM ADMINISTRATION-BY-LAWS
OF
CASTILIAN COURTS CONDOMINIUM ASSOCIATION

SUB-ARTICLE I

PURPOSES

The purposes of the Association are as stated in its certificate of incorporation.

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.

SUB-ARTICLE II

OFFICES

The Association shall have and continuously maintain in this state, a registered office and a registered agent whose office is identical with such 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.

SUB-ARTICLE III

MEMBERS

SECTION 1. CLASSES OF MEMBERS, MEMBERSHIP AND TERMINATION THEREOF. The Association shall have one class of members. The desig-

nation of such class and the qualifications of the members of such class shall be as follows:

Each unit owner and the unit owners of all annexed Condominium property in the Development, shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's unit, at which time the new unit owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with any of the Property during the period of such ownership and membership in this Association. Furthermore, such termination shall not impair any rights or remedies which the Board of Directors of the Association or others may have against such former owner and member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the corporation.

SECTION 2. VOIES AND VOTING RIGHTS.

(a) Until the date of the first annual meeting of the members, as provided in Sub-Article IV hereof, no member of the Association, other than the Developer acting as the original Board Directors, shall have any voting rights and the right of all other members named in the Articles of Incorporation who are hereby made members to vote on any matter is hereby suspended until such date.

(b) Commencing with the date of the first annual meeting of the members, the total number of votes shall be equal to the total number of unit owners including unit owners of annexed Condominium areas of the development. Each unit owner shall be entitled to one vote, which vote shall equal his percentage ownership interest in the common elements as set forth in Exhibit "B" as amended from time to time by Supplemented or Amended Declaration. A Unit Owner may give to any other Unit Owner his or her proxy to

vote, provided said proxy must be written and signed by the person who gives it.

SECTION 3. TRANSFER OF MEMBERSHIP. Membership in the Association is not transferable, or assignable, except only as is provided in Sub-Article III, Section 1 hereof.

SUB-ARTICLE IV
MEETING OF MEMBERS

SECTION 1. ANNUAL MEETING. The initial meeting of the Members shall be held upon not less than ten (10) or more than thirty (30) days' written notice given by the Trustee or Developer, but in any event, the initial meeting of the Members shall be held not later than sixty (60) days after a conveyance by the Trustee or Developer of 75% of the Units or three (3) years after the recording of this Declaration, whichever is earlier; provided, however, (i) the words "75% of the Units" as used in the preceding clause of this sentence shall mean 75% of the sum of the Units listed on Exhibit B attached hereto plus all of the Units which Developer contemplates constructing on the Additional Land and adding to the Property pursuant to one or more Amendment to Condominium Declaration described in Article XIII of this Declaration, and (ii) the aforesaid three (3) year period shall be extended for an additional three (3) years from the date of recording of the last of such Amendment to Condominium Declaration recorded prior to three (3) years after the recording of this Declaration. Thereafter, an annual meeting of the members shall be held on the third Tuesday in January in each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If such day be a legal holiday, the meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be. Until the election of the initial Board of Directors, all of the rights, titles, powers, privileges, trusts, duties and obligations of the Board shall be held and performed by the Developer. If the initial Board of Directors is not elected by the Unit Owners at the time so established the Developer shall continue in office for a period of thirty (30) days whereupon written notice of Developer's resignation shall be sent to all of the Unit Owners entitled to vote at the aforesaid election.

SECTION 2. SPECIAL MEETING. Special meetings of the members may be called by the President or by the Board of Directors or by not less than TWENTY (20%) PERCENT of the members, the notice for which shall specify the matters to be considered at such meeting.

SECTION 3. PLACE AND TIME OF MEETING. All meetings of the unit owners shall take place at 8:00 P. M., in some section of the CASTILIAN COURTS development designated by the person or persons calling a special meeting, or at such other reasonable place or time designated by the Board of Directors.

SECTION 4. NOTICE OF MEETINGS. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) or more than thirty (30) days before the date of such meeting, by or at the direction of the president or the secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these by-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon paid.

SECTION 5. QUORUM. The members holding a majority of the total votes shall constitute a quorum at such meeting. Voting on matters by such members shall be in conformity with the Illinois General Not-for-Profit Act. 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.

SECTION 6. PROXIES. At any meeting of members, a member is entitled to vote either in person or by proxy. The proxy must be executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution.

SECTION 7. METHOD OF SUBMISSION. Any matters requiring the approval of the members shall be submitted to the members for their approval at any annual meeting, or special meeting of the members. The notice of any special meeting called to consider any such matter shall set forth the purpose of such meeting. Said submission may, but need not be in writing, and the membership may adjourn any meeting to a date certain for further consideration, and/or action in any such matter.

SUB-ARTICLE V

BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS. The affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. Until the date of the first annual meeting of the members as hereinabove provided, the number of directors shall be three (3), who shall be the directors named in the Articles of Incorporation of the Corporation or their successors as appointed by the Developer. Commencing with the date of the first annual meeting of the members, directors shall be elected for a term of one (1) year. The voting members having at least two-thirds (2/3rds) of the total votes may from time to time increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3) and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. The term of the directors shall in no event be increased to exceed two (2) years. Members of the Board shall receive no compensation for their service unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. In the event that a member is a corporation, partnership, trust or other legal entity other than a natural person or persons, then

any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity may be eligible to serve as a director.

SECTION 3. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit owners when such is specifically required. Such powers and duties of the Directors shall include but not be limited to the following, subject, however, to the provisions of the Declaration of Condominium and these By-Laws:

1. Assess: To make and collect assessments against members to defray the costs and expenses of the condominium.
2. Disburse: To use the proceeds of assessments in the exercise of its power and duties.
3. Maintain: To maintain, repair, replace and operate the condominium property, including the Common Elements and payments therefor, including the method of approving payment vouchers.
4. Insure: To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.
5. Reconstruct: To reconstruct improvements after casualty and further improve the condominium property.
6. Regulate: To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium.
7. Management Contract: To engage the services of a manager or managing agent by contracting for management of the condominium and to delegate to the manager all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the Board of Directors or the membership of the Association.
8. Enforce: To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation and these By-Laws.

poration, the By-Laws, and the regulations for the use of the property in the condominium.

9. Purchase Units: To purchase Units in CASTILIAN COURTS, subject to the provisions of the Declaration of Condominium.

10. Representative Action: To act in a representative capacity in relation to matters involving the Common Elements or more than one unit, on behalf of the Unit Owners as their interests may appear.

11. Access: To have access to each Unit from time to time as may be necessary for maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

SECTION 4. REGULAR MEETINGS. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after, and at the same place as, the annual meeting of members. There shall be not less than four (4) meetings annually. The Board of Directors may provide by regulations, which the Board of Directors may, from time to time, adopt, the time and place for the holding of additional regular meetings of the Board without other notice than such regulation. All regular meetings of the Board shall be open to the members with notice as provided in Article V, Section 1 of the Declaration.

SECTION 5. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the president or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. All special meetings of the Board shall be open to the members with notice as provided in Article V, Section 1 of the Declaration.

SECTION 6. NOTICE. Notice of any regular or special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail to each director. If mailed, such notice shall be deemed to be deli-

vered when deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of said 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 By-Laws. The Board shall further be required to provide to each member, not less than thirty (30) days prior to the adoption of any proposed annual budget, a copy of said proposed budget.

SECTION 7. QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors are present at such meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 8. 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 of Directors, except as where otherwise provided by law or these By-Laws.

SECTION 9. REMOVAL. From and after the date of the first annual meeting of the members, any member of the Board of Directors may be removed from office by the affirmative vote of SIXTY-SIX AND TWO-THIRDS (66-2/3) PERCENT of all members at a special meeting called for such purpose.

SUB-ARTICLE VI

OFFICERS

SECTION 1. OFFICERS. The officers of the corporation shall be a president, one or more vice-presidents (the number thereof to be

determined by the Board of Directors), a treasurer and secretary and such assistant officers as required by the Board of Directors.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the Board of Directors at the regular meeting of the Board of Directors, from among the members of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3. REMOVAL. Any officer elected by the Board of Directors may be removed by a majority vote of the Board of Directors.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. PRESIDENT. The president shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and the Board of Directors. He may sign, with the secretary or any other officer of the corporation authorized by the Board of Directors, any deeds, mortgages, contracts or other instruments including amendments to any condominium instruments as provided in the Act which the Board of Directors have authorized to be executed and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. VICE PRESIDENT. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents, in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be

subject to all the restrictions upon the president. Any vice-president shall perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

SECTION 7. TREASURER. The treasurer and/or assistant shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these By-Laws, and in general perform all the duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

SECTION 8. SECRETARY. The secretary and/or assistant shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors. The Secretary shall also be the designated officer of the Association to mail and receive any notices directed to or from the Board.

SUB-ARTICLE VII

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, 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 corporation and such authority in general or confined to specific instances, provided, however, that any agreement for professional management of the development or part thereof or any contract providing for services by the Developer, shall provide that same may be terminated on ninety (90) days' written notice and the term thereof shall not exceed three (3) years. Any contract, lease or agreement which exists for a period of in excess of two (2) years from the date of the recording of this Declaration, made prior to the election of the initially elected Board of Directors, shall be subject to cancellation by more than one-half (1/2) of those unit owners other than Declarant or Developer, voting at a special meeting called for such purpose; provided, however, that said meeting must be called within ninety (90) days following the expiration of the aforesaid two (2) year period. During said ninety (90) day period any other party to any such contract, lease or agreement shall also have the right to cancel same.

SECTION 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 Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer and countersigned by the president of the corporation.

SECTION 3. DEPOSITS. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION 4. GIFTS. The Board of Directors may accept on

SUB-ARTICLE VIII

BOOKS AND RECORDS

The Corporation shall keep correct and complete records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member or any first mortgagee of any unit or their agents or attorneys for the propose at any reasonable time.

SUB-ARTICLE IX

FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in the next succeeding year.

SUB-ARTICLE X

SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Illinois".

SUB-ARTICLE XI

WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or By-Laws of the

Corporation, or the Declaration, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

SUB-ARTICLE XII

AMENDMENT TO BY-LAWS

From and after the date of the first annual meeting of the members, these By-Laws except Sub-Article XIV and except as otherwise specifically provided in this Declaration, may be altered, amended or repealed and new By-Laws may be adopted at a regular meeting or any special meeting by the affirmative vote of SIXTY-SIX AND TWO-THIRDS (66-2/3) PERCENT of all of the members of the condominium herein created. Sub-Article XII, and Sub-Article XIV may not be amended except as provided in Article XII, Section 7(a), of the Declaration.

SUB-ARTICLE XIII

LIABILITY AND INDEMNITY

The members of the Board of Directors and officers thereof shall not be liable to the members as members or unit owners for any acts or omissions made in good faith as such members of the Board of Directors or officers. The members shall indemnify and hold harmless each of such directors or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the unit owners, unless any such contract shall have been made in bad faith or contrary to the provisions of these By-Laws or the Declaration.

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities,

including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he is or may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

SUB-ARTICLE XIV

CONSTRUCTION

(a) Nothing herein contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Development. If there is any inconsistency or conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

(c) Where required by the Act, any provision required to be included herein, and contained in the Declaration is specifically incorporated by reference in these By-Laws.

ARTICLE V

ASSESSMENTS - MAINTENANCE FUND

1. Each year on or before November 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials,

insurance, management fees, services and supplies, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th but in no event less than thirty (30) days prior to the adoption by the Board of any annual budget, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements, if any. Said estimated cash requirement shall be assessed to the Owners according to each Owner's percentage or ownership in the Common Elements set forth in Exhibit "B" attached hereto and after all of the property is developed as set forth in Exhibit "C" attached hereto. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of any assessment. Said meetings shall be open to any Unit Owner, and notice thereof shall be mailed at least 48 hours prior thereto, unless a written waiver thereof is signed by the person or persons entitled to such notice before the meeting is convened. On or before January 1st of the ensuing year and the 1st of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this paragraph. On or before the annual meeting following the initial meeting, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall be prepared by an accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves

shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until, exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

2. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the Unit Owners voting at a meeting of such Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Unit Owner equal to the greater of five (5) times the Unit's most recent common expense assessment calculated on a monthly basis or three hundred dollars (\$300.00). All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

3. The First Board of Directors shall determine the "estimated cash requirement" as hereinabove defined for a period determined by the Board of Directors. Assessments shall be levied against the Owners during said period as determined by the Board of Directors.

4. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due not

less than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

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

6. 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 Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "B" and after all the property is developed as set forth in Exhibit "C" attached hereto.

7. If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Declarant or the members of the Board may bring suit for and on behalf of themselves, and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor in a court of equity and as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses including all the costs together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or statute or law now or here-

after effective, the amount of any delinquent and unpaid charges or assessments, and interest costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the "Condominium Property Act" of Illinois; provided, however that any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of its mortgage shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to said unit by the mortgagee. Any encumbrancer may from time to time in writing request a written statement from the Board, setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance.

8. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

9. The members of the Board and the officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Corporation unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each Agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or

managing agent, as the case may be, as agents for the Unit Owners or for the Association.

ARTICLE VI

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

1. USE OF UNITS AND COMMON ELEMENTS

The Units and Common Elements shall be occupied and used as follows:

(a) No part of the Condominium area shall be used for other than housing and related common purposes for which the property was designed. Each unit shall be used as a residence for a single family or other uses permitted by this Declaration and for no other purpose.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board, except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Buildings or contents thereof, applicable for residential and personal automobile parking, without the prior written consent of the Board. No owner shall permit anything to be done or kept in his Unit or in the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

placed on the outside walls of the Building, and no sign, awning, canopy, window air conditioning unit, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(f) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board; provided, they are not kept, bred or maintained for any commercial purpose. Any pet which is otherwise permitted which causes or creates a nuisance or unreasonable disturbance may be permanently excluded by the Board at a regular or special meeting thereof, so long as the Owner involved had notice of the time and purpose of said Board Meeting.

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

(h) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any of the Buildings or which would structurally change the Buildings except as is otherwise provided herein.

(i) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept clear of rubbish, debris and other unsightly materials.

(j) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit.

(k) No "For Sale" or "For Rent" signs or advertising, or other displays, shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board. The right is reserved by Developer or Declarant or its beneficiaries and agents, to maintain on the Property until one year after the conveyance of the last Unit in the Development, all models, sales offices and advertising signs or banners for this Development or any other Development and lighting in connection therewith together with the right of ingress and egress and transient parking therefor through the Common Elements.

(l) After completion of construction of the Building, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

(m) The Unit restrictions in Paragraphs (a) and (j) of this Article VI shall not, however, be construed, in such a manner as to prohibit an Owner from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraphs (a) or (j) of this Article VI.

2. MAINTENANCE, REPAIRS AND REPLACEMENTS

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as a part of the Common Expenses, subject to the rules and regulations of the Board, provided, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board, if

may direct such Unit Owners in the name and for the account of such Unit Owners to arrange for such maintenance, repairs and replacements to pay the cost thereof, and to procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims that may arise therefrom.

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for costs and expenses (including attorney's fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building or Buildings, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner, or a member or his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common

expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board to the extent not covered by insurance.

The Board shall have exclusive authority to take or refrain from taking, any action pursuant to this Paragraph 2. All expenses which, pursuant to this Paragraph 2, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

3. ALTERATIONS, ADDITIONS OR IMPROVEMENTS

No alterations of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses (or in the case of Limited Common Elements may charge to the Unit Owner benefited thereby) alterations, and improvements of, and additions to, the Common Elements provided however that in the event the costs thereof are to be charged as common expenses the Board shall not approve such alterations, improvements or additions requiring an expenditure in excess of Thirty-Five Hundred (\$3,500.00) Dollars, without the approval of Unit Owners owning not less than seventy-five (75%) percent in the aggregate in interest of the undivided ownership of the Common Elements. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to the other Units, the Common Elements or the Property as a result of such alterations, additions or improvements.

4. DECORATING

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishing and interior decorating. In the event the boundaries of any Unit, as shown on the Plat, are the finished undecorated interior sur-

faces of the perimeter walls, floors and ceilings thereof, the owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit Owner shall maintain such surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such Unit Owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building or Buildings shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided) and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board shall be furnished by the Board as part of the Common Expenses.

ARTICLE VII

INSURANCE AND DAMAGE OR DESTRUCTIONS AND RESTORATION OF BUILDING

1. SUFFICIENT INSURANCE

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

2. INSUFFICIENT INSURANCE

In the event the Property or the improvements thereon so damaged or destroyed are not insured against the peril causing the loss or damage or the insurance proceeds are not sufficient to pay the cost

of repair, restoration or reconstruction, and the Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred and eighty (180) days after said damage or destruction, then the provisions of the "Condominium Property Act" in such event shall apply.

3. REPAIR, RESTORATION OR RECONSTRUCTION

Repair, restoration, or reconstruction of the improvements as used in this Article mean restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

4. INSURANCE

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

Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board or Trustee, as hereinafter provided, for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as established in the Declaration. Said insurance shall have a financial rating of BBB+ or better.

It is further provided that said insurance shall include a Standard Mortgagees Clause Endorsement with respect to any mortgages or holders of trust deeds encumbering all or any portion of the Development, and that said insurance will further provide for at least ten (10) days' written notice to any such mortgagee or holders of a trust deed prior to any cancellation thereof.

The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as

trustee, agent or depository on behalf of the Board for the purposes of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or the owner of any Unit so destroyed.

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building or Buildings, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the building.

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

(b) The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including lia-

bility for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner, the Corporation, its officers, members of the Board, the Developer, the Declarant, its beneficiaries, any manager and managing agent and their respective employees and agents from liability in connection with the Common Elements and the streets and sidewalks adjoining the Property, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall contain a waiver of any rights to subrogation by the insuring company against any of the named insureds. The premiums for such insurance shall be common expenses.

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

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

(d) Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the

Corporation, its officers, members of the Board, the Developer, the Declarant, its beneficiaries, the manager or managing agent of the Building or Buildings, if any, and their respective employees and agents for damage to the Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

ARTICLE VIII

SALE OF THE PROPERTY

The Owners by unanimous affirmative vote in a meeting duly called for the such purpose, may elect to sell the Condominium area as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of each Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.

ARTICLE IX

REMEDIES

In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board, the Board or its agents shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for

judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the legal rate until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time cumulatively or otherwise by the Board.

If any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants and restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a Ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandantory injunction against said defaulting

Owner or occupant or (subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of said defaulting Owner, which consent shall not be unreasonably withheld) in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine; except that the court shall enjoin and restrain the said defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and the sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide that the purchaser shall take the interest in the Unit Ownership sold, subject to this Declaration. Any holder of any recorded mortgage or trust deed who comes in possession of a Unit pursuant to remedies provided therein, foreclosure of same, or deed in lieu of foreclosure, shall take said Unit free of any claims for unpaid assessments or charges against said Unit which accrue prior to such holder coming into possession of said Unit (except for claims for a pro-rata share of any assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

ARTICLE X

ANNEXING ADDITIONAL PROPERTY

1. DEVELOPMENT AREA

Declarant, its beneficiaries, or the Developer reserve the right from time to time and in any order, within ten (10) years of the date of the recording of this Declaration, to annex and add to the Condominium area created by this Declaration, all or any portion of the real property described in Exhibit "D" attached hereto, which real property is hereinafter referred to as the "Development Area", so that a total of not more than 276 units may be built in the entire CASTILIAN COURTS development. No rights of any character whatever within the Development Area attach to any Owner except as to that portion described in any recorded Amended Declaration annexing and adding such portion to this Declaration as part of the condominium area created by this Declaration. Except as specifically provided in this Article X, there shall be no limitations in the order of submission, the boundaries, the location of improvements or any other matters concerning the submission of the property described in Exhibit "D".

2. AMENDMENT OF DECLARATION

Declarant, its beneficiaries, or Developer and their respective designated successors and assigns, in accordance with this paragraph may shift the percentages of ownership in the Common Elements appurtenant to each Unit to the percentages set forth in each such Amended Declaration recorded pursuant to this Article X, provided, however, that at such time as all of the Development Area is added and annexed as aforesaid, the percentages of ownership in the Common Elements appurtenant to each Unit shall be as set forth in Exhibit "C". Each deed, mortgage or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to the rights and powers reserved under this Article X and shall be deemed to reserve to Declarant, its beneficiaries, or Developer and their respective designated successors and assigns, the power to shift and reallocate from

time to time the percentages of ownership in the Common Elements appurtenant to each Unit to the percentage set forth in each such recorded Amended Declaration. "Designated successors and assigns" for purposes of this paragraph shall be deemed to mean those individuals or entities designated by Declarant, its beneficiaries, or Developer, in any deed or other duly recorded instruments as having the rights created under this Article X.

3. COMMON ELEMENT PERCENTAGE CHANGES

The percentages of undivided ownership interest in the Common Elements as amended by such Amended Declaration shall be determined and adjusted in the following manner:

The Common Elements as amended by such Amended Declaration shall be deemed to consist of:

(a) The Common Elements as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Common Elements"); and

(b) The Common Elements added by such Amended Declaration (hereinafter referred to as "Added Common Elements").

The Units as amended by such Amended Declaration shall be deemed to consist of:

(a) The Units as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Units"); and

(b) The Units added by such Amended Declaration (hereinafter referred to as the "Added Units").

The value of each of the Added Units, which value shall be determined by the Developer, or Declarant or its beneficiaries or agents, whose determination shall be unconditionally conclusive for all purposes, sales price of any Unit notwithstanding, shall be added to the aggregate value of the Existing Units as previously unconditionally conclusively determined by the Developer, or Declarant, its agents or beneficiaries and the total thereof shall be deemed to be the new value of the Prop-

erty. As a whole, the value of all units, both existing and added, to be determined as of the date of recording of each such Amendment.

The percentages of undivided ownership interest, as amended and adjusted by such Amended Declaration, in the entire Common Elements, consisting of the Existing Common Elements plus the Added Common Elements, to be allocated among all the Units, consisting of the Existing Units plus the Added Units, shall be computed by taking as a basis the value of each Unit in relation to the value of the Property as a whole, determined as aforesaid.

The Existing Units shall be entitled to their respective percentages of ownership, as amended and adjusted in the Added Common Elements as well as the Existing Common Elements.

The Added Units shall be entitled to their respective percentages of ownership, not only in the Added Common Elements but also in the Existing Elements.

Each and all of the provisions of this Declaration and the Exhibits attached hereto, as amended by such successive Amended Declaration and the amended Exhibits attached thereto, shall be deemed to apply to each and all of the Units, including all such Added Units as well as all Existing Units, and to all of the Common Elements, including such Added Common Elements as well as all Existing Common Elements.

The recording of an Amended Declaration shall not alter or affect the amounts of any liens for common expenses due from any Existing Unit Owners prior to such recording, nor the respective amounts theretofore assessed to or due from Existing Unit Owners for common expenses or other assessments.

Each Amended Declaration shall include an amended Exhibit "A" which shall amend Exhibit "A", hereto by setting forth the amended legal description of the Parcel to include the additional parcel or parcels annexed hereto, as well as a separate legal description of such addition. The Amended Declaration shall also contain an amended Plat showing the boundaries of such addition and of the entire Parcel as Amended, and delineating the additional Units on such addition.

Each Amended Declaration shall also include an amended Exhibit "B" which shall amend Exhibit "B" hereto by setting forth the amended percentages of the undivided interests in the Common Elements (as amended and added to by such Amended Declaration) allocated to each Unit (including all previous units and the additional units added by such Amended Declaration).

4. MORTGAGEE BENEFIT

The lien of any mortgage encumbering any Existing Unit, together with its appurtenant percentage of undivided ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended when an Amended Declaration is recorded in accordance with the respective percentage of undivided ownership interest in the Common Elements for such Existing Unit and the lien of such mortgage shall automatically attach in such percentage to the Added Common Elements.

5. CONSENT TO AMENDMENT

Each and all of the Unit Owners, of all Existing Units and of all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, shall be deemed to have expressly agreed, assented and consented to each and all of the provisions of this Declaration, with respect to the recording of Amended Declarations as aforesaid which may amend and adjust their respective percentages of undivided ownership interest in the Common Elements, including the Existing Common Elements and Added Common Elements from time to time as hereabove provided; and hereby further agree to each and all of the provisions of each and all of said Amended Declarations which may hereafter be recorded in accordance with the foregoing provisions of this Declaration, provided, however:

(a) The portion of the Development area described in each such Amended Declaration shall be governed in all respects by the provisions of this Declaration.

(b) The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and re-allocated to the extent set forth in each such recorded Amended Declaration and upon the recording of each such Amended Declaration, the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and divested from such Unit Owner and reconveyed and reallocated among the other Unit Owners as set forth in each such recorded Amended Declaration.

(c) Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in such Amended Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amended Declaration.

(d) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.

(e) The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amended Declaration and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Amended Declarations are recorded.

(f) Each Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements

annexed thereto by and described in any recorded Amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Units as may be provided in any such Amended Declaration. There shall also be an appurtenant easement over and in the Common Elements for the purpose of making improvements on any land annexed hereunder, and for the purpose of doing what is reasonably necessary and proper in conjunction herewith.

(g) The recording of each such Amended Declaration shall not alter the amount of the lien for the expenses assessed to a Unit prior to such recording.

(h) Each Owner by acceptance of the deed conveying his Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such Amended Declaration shall be deemed to be made by agreement of all Unit Owners.

(i) Declarant reserves the right to amend this Declaration in such manner and each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Article X to comply with the Act as it may be amended from time to time.

(j) The foregoing provisions of this Declaration and in deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

(k) Any structures, improvements, buildings and units constructed on any portion of the Property annexed hereunder shall,

to the extent reasonably possible, be substantially compatible with the configuration of the Property, prior to any said annexation, in relation to density, use, construction and architectural style, provided however that the determination as to whether the standards of this subparagraph (k) have been met shall be solely determined by the Developer.

ARTICLE XI

EMINENT DOMAIN

1. REALLOCATION OF COMMON ELEMENTS AND CONDEMNATION AWARD

Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Directors. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use.

2. CESSATION OF COMMON EXPENSES

Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

ARTICLE XII

GENERAL PROVISIONS

1. In accordance with the Act, until such time as the Board of Directors provided for in this Declaration is elected, Declarant and/or its beneficiaries or Developer shall exercise any of the powers, rights, duties, and functions of the Board.

2. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Unit Ownership is subject to such mortgage or trust deed. The Board shall also give notice to the Federal Home Loan Mortgage Corp., in care of its servicer, of any loss to or taking of common elements of the development if they exceed TEN THOUSAND (\$10,000.00) DOLLARS in the event any mortgage hereunder has been sold or transferred to said corporation and the Board has notice of such sale or transfer.

3. Except as otherwise provided herein, notices provided for in this Declaration and the Condominium Property Act shall be in writing and shall be addressed to the Board or its agent or any Owner, as the case may be, at Cook County, Illinois (indicated thereon the number of the respective Unit if addressed to an Owner), or at such other address as herein provided. The Declarant or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices to him by giving written notice of his change of address to the Board or its agent. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

4. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

5. Each grantee, by the acceptance of a deed of conveyance or each purchaser under any condominium purchaser agreement, accepts the same subject to all restrictions, conditions, covenants, leases, reservations, liens, and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Property, 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 deed of conveyance.

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

7. (a) The provisions of Article II, Section 1; Article II, Section 4; Article VII; Article VIII; Article IX; Article XII, Section 7 and Sub-Article XII and XIV of the By-Laws may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Except as otherwise provided herein, other provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknow-

ledged by the Board, Declarant, the Owners having at least 2/3rds of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act". It is understood that the affirmative vote of not less than 2/3rds of the votes of Unit Owners at a meeting duly called for the following purposes shall be required to approve: (1) a merger or consolidation of the Association, (2) a sale, lease, exchange, mortgage, pledge or other disposition of all a substantially all of the Property and assets of the Association; or (3) the purchase or sale of land or of units on behalf of all Unit Owners.

(b) Upon written request a first mortgagee shall be entitled to written notification from the Association of any default in the performance by any individual unit mortgagor of any obligation thereof which is not cured within sixty (60) days.

(c) Notwithstanding anything to the contrary contained herein: Unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Developer) of the individual condominium units have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission, seek to abandon or terminate the condominium regime;

(2) Change the pro rata interest or obligations of any individual unit for (i) purpose of levying assessments or

charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro rata share of ownership of each unit in the common elements;

(3) Partition or subdivide any condominium unit;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the common elements;

(5) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or the common elements.

8. Notwithstanding anything to the contrary contained herein, when thirty (30%) percent or fewer of the units, by number, possess over fifty (50%) percent in the aggregate of the votes in the Association, any percentage vote of the members required under this Declaration, shall be deemed to require the specified percentage by number of units rather than by percentage of interest in the Common Elements allocated to Units, as would otherwise be applicable.

9. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

10. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the present Mayor of Chicago and President of the United States.

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

12. In the event title to any Unit Ownership is conveyed to a land titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.


13. Declarant reserves the right to and shall cause to be recorded at such time or from time to time as parcels are substantially completed and the structural components are in place, either an amended survey or a new Declaration and survey showing the actual location and dimensions of all Unit boundaries in each Building and containing any other modifications not inconsistent with the Illinois Condominium Property Act.

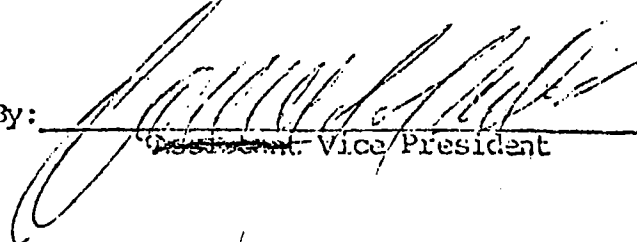
14. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements herein

made on the part of the Trustee, are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purposes of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against FIRST NATIONAL BANK OF DES PLAINES, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenants, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released. It is understood and agreed by the parties hereto anything to the contrary notwithstanding that the Trustee will act only on the direction of the beneficiaries.

IN WITNESS WHEREOF, the said FIRST NATIONAL BANK OF DES PLAINES, as Trustee aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by these presents by its ~~Assistant~~ Vice President and attested by its ~~Assistant~~ TRUST OFFICER ~~Secretary~~ this 28th day of February, 1989.

FIRST NATIONAL BANK OF DES PLAINES, as Trustee as aforesaid, and not individually

ATTEST:

 Assistant Secretary
 TRUST OFFICER

By: 
 Assistant Vice President

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

I, DIANE L. VENESSA, a Notary Public in and for said County, do hereby certify that J. S. SHELDON and GERARD T. MAZURCZAK, ~~Assistant~~ Vice President and ~~Assistant~~ ~~Secretary~~, respectively, of FIRST NATIONAL BANK OF DES PLAINES, TRUST OFFICER

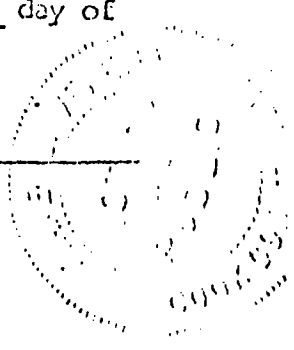
personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant~~ Vice President and ~~Assistant~~ TRUST. O ~~bank Secretary~~ appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of February, 1980.

My Commission Expires:

11-15-83

William J. [Signature]
Notary Public



FIRST FEDERAL OF CHICAGO, a holder of a mortgage on the property dated NOVEMBER 27, 1978 and recorded on DECEMBER 15, 1978 as Document No. 24766964, hereby consents to the execution and recording of the within Declaration of Condominium Ownership and agrees that said mortgage is subject to the provisions of said Declaration and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois this 27TH day of FEBRUARY, 1980.

ATTEST:

By: [Signature]
President

[Signature]
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that James C. Fitzmaurice and Robert J. Janik, Senior Vice Pres. and Assistant Secretary respectively of First Federal of Chgo, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice Pres. and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of FEBRUARY, 1980.

My Commission Expires:

1/8/83

[Signature]
Notary Public

UNITY SAVINGS ASSOCIATION, holder of a mortgage on the property dated May 12, 19 78 and recorded on June 14, 19 78 as Document No. 24489490 **, hereby consents to the execution and recording of the within Declaration of Condominium Ownership and agrees that said mortgage is subject to the provisions of said Declaration and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois this 26th day of February, 1980.

By: *Mitchell H. Bass*
Senior Vice President

ATTEST:

Jeannette Stellmack
Asst. Secretary

STATE OF ILLINOIS)) SS
COUNTY OF COOK))

I, Howard I. Bass, a Notary Public in and for said county and state, do hereby certify that Mitchell H. Bass, Senior Vice President and Jeannette Stellmack, Assistant Secretary respectively of Unity Savings Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of February, 19 80.

Howard I. Bass
Notary Public

My Commission Expires:

December 16, 1981

** and re-recorded on December 15, 1978 as Document #24766965.

EDWARD J. MOLLOY & ASSOCIATES, LTD.

LAND & CONSTRUCTION SURVEYORS

2200 E. DEVON AVE., DES PLAINES, ILLINOIS 60018 312 - 635-7007
11 N. SOKIE HIGHWAY, LAKE BLUFF, ILLINOIS 60044 312 - 295-5605

PLAT OF SURVEY

OF

CASTILIAN COURT CONDOMINIUMS

BUILDING "E"

LEGAL DESCRIPTION

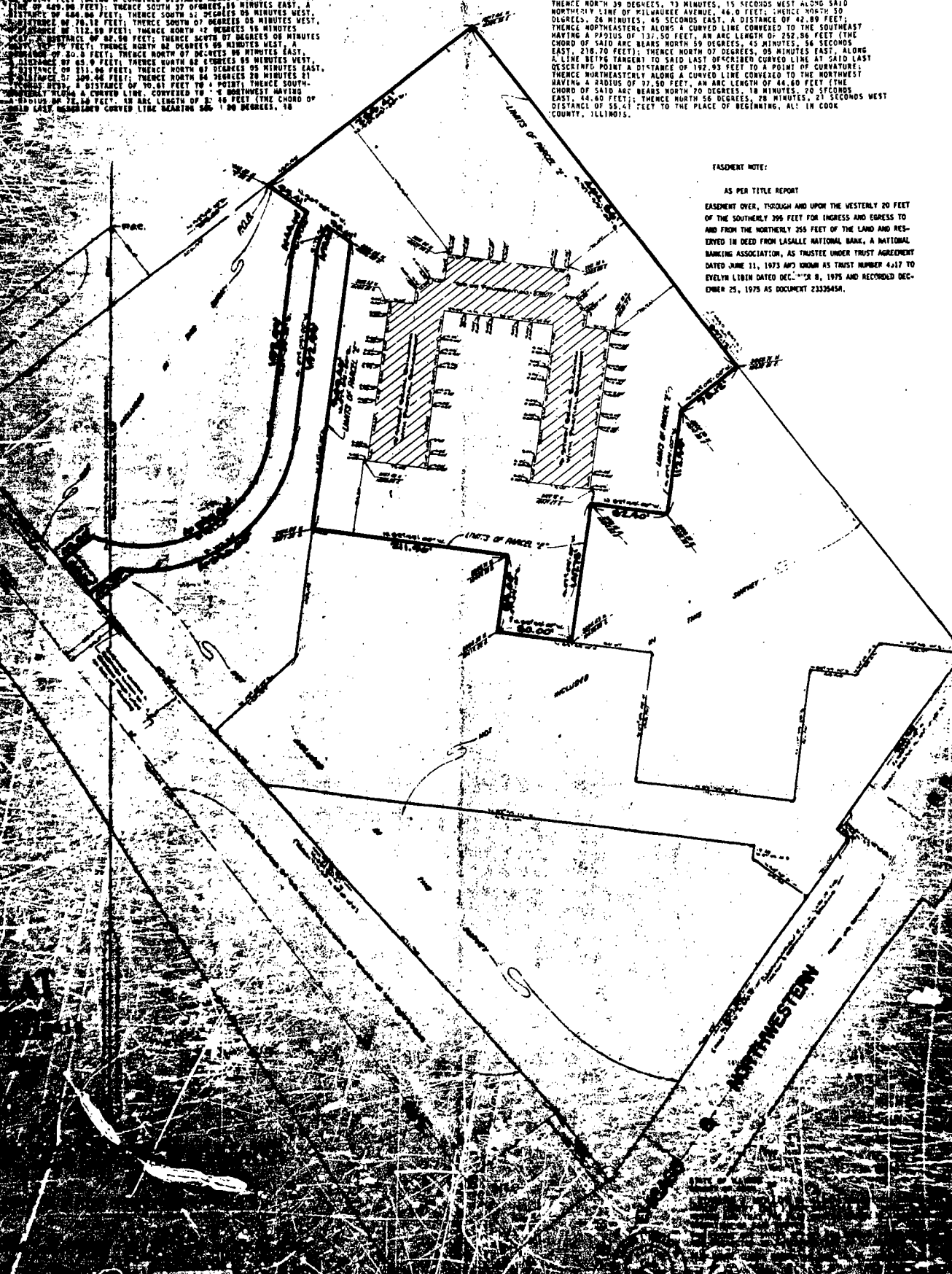
THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE TIED PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32, WHICH IS 819.20 FEET NORTH OF THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTH ALONG SAID WEST LINE OF THE NORTH EAST QUARTER OF SECTION 32, A DISTANCE OF 83.66 FEET; THENCE NORTH 52 DEGREES, 08 MINUTES EAST A DISTANCE OF 206.67 FEET TO A POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING ALONG SAID LAST DESCRIBED TRACT OF LAND, A DISTANCE OF 429.98 FEET; THENCE SOUTH 37 DEGREES, 56 MINUTES EAST, A DISTANCE OF 446.96 FEET; THENCE SOUTH 41 DEGREES, 08 MINUTES WEST, A DISTANCE OF 78.18 FEET; THENCE SOUTH 07 DEGREES, 08 MINUTES WEST, A DISTANCE OF 112.80 FEET; THENCE NORTH 12 DEGREES, 18 MINUTES WEST, A DISTANCE OF 82.80 FEET; THENCE SOUTH 08 DEGREES, 08 MINUTES WEST, A DISTANCE OF 30.8 FEET; THENCE NORTH 08 DEGREES, 08 MINUTES EAST, A DISTANCE OF 65.0 FEET; THENCE NORTH 48 DEGREES, 35 MINUTES WEST, A DISTANCE OF 111.96 FEET; THENCE NORTH 07 DEGREES, 08 MINUTES EAST, A DISTANCE OF 209.06 FEET; THENCE NORTH 84 DEGREES, 28 MINUTES 01 SECOND WEST, A DISTANCE OF 70.81 FEET TO A POINT; THENCE SOUTH-WESTERLY ALONG A CURVED LINE, CONVERGED TO A NORTHWEST HAVING A RADIUS OF 72.50 FEET, AN ARC LENGTH OF 8.48 FEET (THE CHORD OF SAID ARC BEARS NORTH 70 DEGREES, 18 MINUTES, 20 SECONDS WEST, A DISTANCE OF 55.61 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

MINUTES, 23 SECONDS WEST, 11.11 FEET; THENCE SOUTH 07 DEGREES 08 MINUTES WEST ALONG A LINE BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, A DISTANCE OF 192.93 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVERGED TO THE SOUTHWEST HAVING A RADIUS OF 182.50 FEET, AN ARC LENGTH OF 256.84 FEET (THE CHORD OF SAID ARC BEARS SOUTH 52 DEGREES, 14 MINUTES, 57 SECONDS WEST, 230.80 FEET); THENCE SOUTH 50 DEGREES, 06 MINUTES, 45 SECONDS WEST, 45.20 FEET TO A POINT ALONG THE NORTHERLY LINE OF MILWAUKEE AVENUE, AS ACQUIRED BY THE STATE OF ILLINOIS BY DOCUMENT NUMBER 709/9865; THENCE NORTH 39 DEGREES, 13 MINUTES, 15 SECONDS WEST ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE, 46.0 FEET; THENCE NORTH 50 DEGREES, 26 MINUTES, 45 SECONDS EAST, A DISTANCE OF 42.89 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVERGED TO THE SOUTHEAST HAVING A RADIUS OF 132.50 FEET, AN ARC LENGTH OF 252.36 FEET (THE CHORD OF SAID ARC BEARS NORTH 59 DEGREES, 45 MINUTES, 56 SECONDS EAST, 218.70 FEET); THENCE NORTH 08 DEGREES, 08 MINUTES EAST, ALONG A LINE BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT A DISTANCE OF 192.93 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVERGED TO THE NORTHWEST HAVING A RADIUS OF 97.50 FEET, AN ARC LENGTH OF 44.60 FEET (THE CHORD OF SAID ARC BEARS NORTH 70 DEGREES, 18 MINUTES, 20 SECONDS EAST, 44.60 FEET); THENCE NORTH 58 DEGREES, 28 MINUTES, 21 SECONDS WEST, A DISTANCE OF 55.61 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT NOTE:

AS PER TITLE REPORT

EASEMENT OVER, THROUGH AND UPON THE WESTERLY 20 FEET OF THE SOUTHERLY 395 FEET FOR INGRESS AND EGRESS TO AND FROM THE NORTHERLY 255 FEET OF THE LAND AND RESERVED IN DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 11, 1973 AND KNOWN AS TRUST NUMBER 4,17 TO EVELYN LIBIN DATED DEC. 11, 1975 AND RECORDED DECEMBER 25, 1975 AS DOCUMENT 23336454.



EDWARD J. MOLLOY & ASSOCIATES
 LAND & CONSTRUCTION SURVEYORS
 2200E. DEVON AVE. DES PLAINES, ILL. 60018 (312) 335-7299
 11 N. SKOKIE HWY. LAKE BLUFF, ILL. 60044 (312) 295-5605

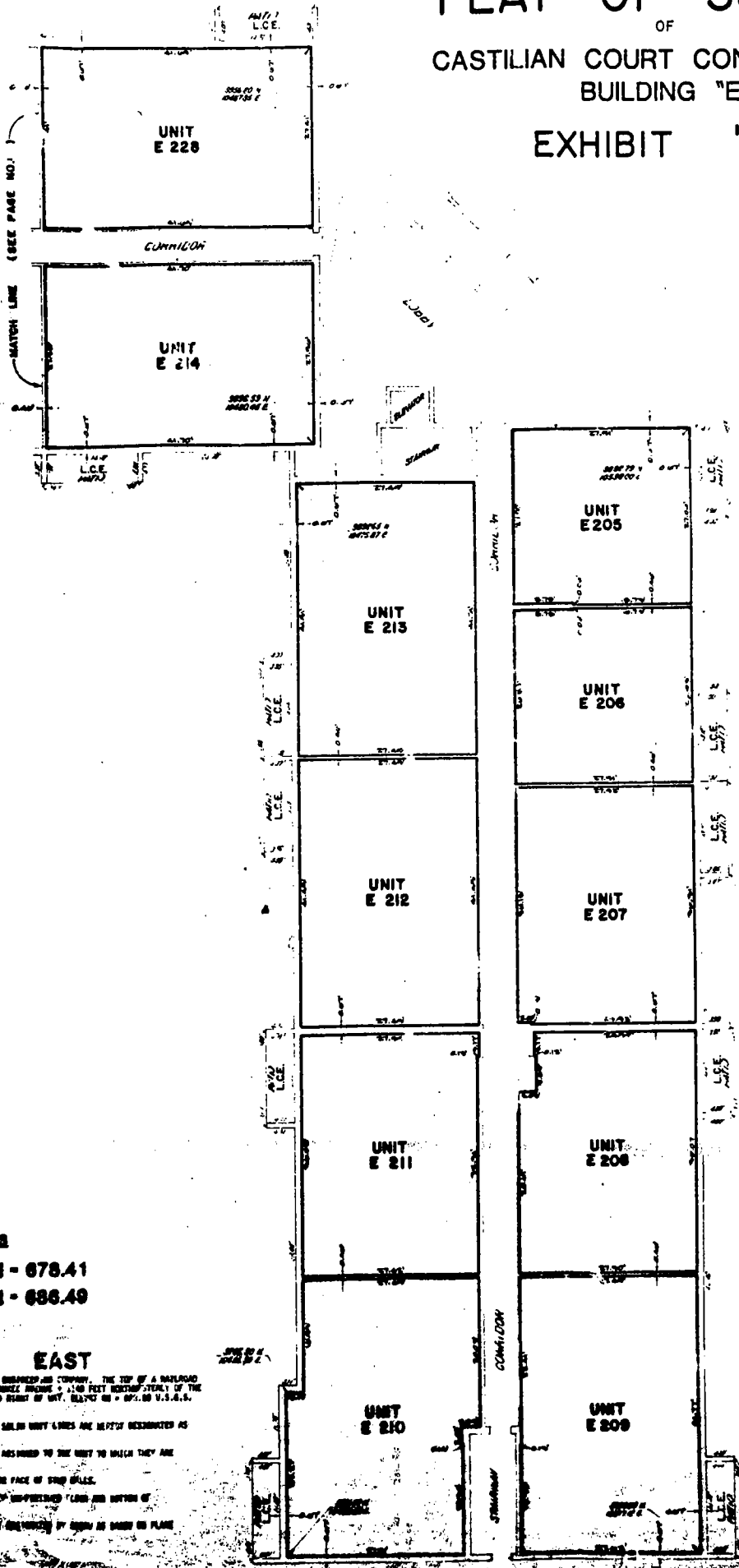
PLAT OF SURVEY

OF

CASTILIAN COURT CONDOMINIUMS

BUILDING "E"

EXHIBIT "A"



ALL UNITS
FLOOR ELEVATION - 678.41
CEILING ELEVATION - 686.49

FIRST FLOOR EAST

THIS PLAN IS THE PROPERTY OF EDITIONS INCORPORATED. THE TOP OF A ROADWAY SHALL BE THE POINT FROM WHICH ALL ELEVATIONS ARE TO BE TAKEN. THE POINT OF BEGINNING IS THE CORNER OF BELLEVILLE AVENUE AND THE EAST SIDE OF THE SECTION. THE SECTION IS BEING PLATTED AS A CONDOMINIUM IN ACCORDANCE WITH THE ACT OF APRIL 19, 1964, P.S.A.C.

ALL UNITS ARE TO BE BUILT IN ACCORDANCE WITH THE CITY OF ST. LOUIS PLANNING AND ZONING ORDINANCES AND THE UNIT TO WHICH THEY ARE ASSIGNED. ALL UNITS ARE TO BE BUILT TO A FINISH FACE OF CONCRETE WALLS AND CEILING.

ALL UNITS ARE TO BE BUILT TO A FINISH FACE OF CONCRETE WALLS AND CEILING.

ALL UNITS ARE TO BE BUILT TO A FINISH FACE OF CONCRETE WALLS AND CEILING.

ALL UNITS ARE TO BE BUILT TO A FINISH FACE OF CONCRETE WALLS AND CEILING.

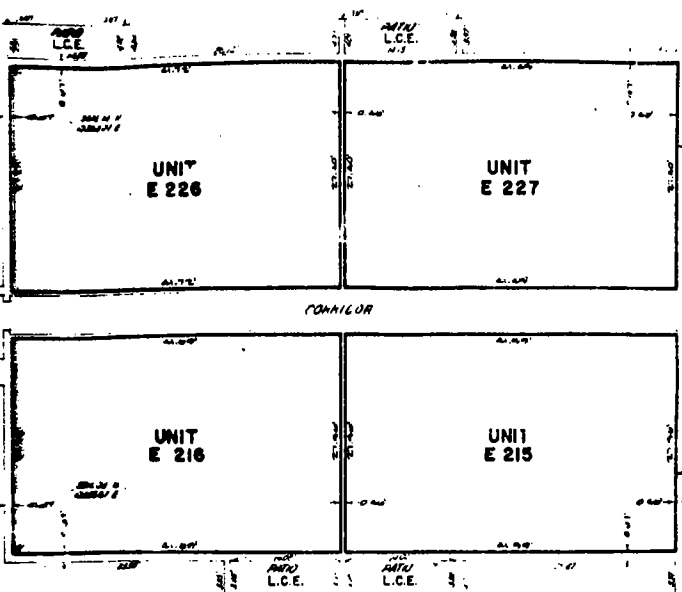


EDWARD J. MOLLOY
 LAND SURVEYOR

PLAT OF SURVEY

OF
STILIAN COURT CONDOMINIUMS
BUILDING "E"

EXHIBIT "A"



MATCH LINE (SEE PAGE NO. 1)

SCALE 1"=8'

ALL UNITS
FLOOR ELEVATION - 676.41
CEILING ELEVATION - 686.40

FIRST FLOOR WEST

THIS PLAN IS THE ENGINEERING DRAWING OF FLOORS ENGINEERING COMPANY, INC. THE TOP OF FINISH FLOOR IS 676.41 FEET ABOVE THE EAST SIDE OF MEANSIDE AND THE 6.00 FOOT THICK CONCRETE CENTER LINE OF THE SECOND AND SUBSEQUENT FLOOR SLABS SHALL BE 682.41 FEET ABOVE MEANSIDE.

ALL DIMENSIONS UNLESS OTHERWISE NOTED, DISTANCES OF WALLS SHALL BE TO THE CENTER LINE OF WALLS.

ALL WALLS AND BALCONIES ARE 16" THICK CONCRETE AND REINFORCED WITH #4 BARS.

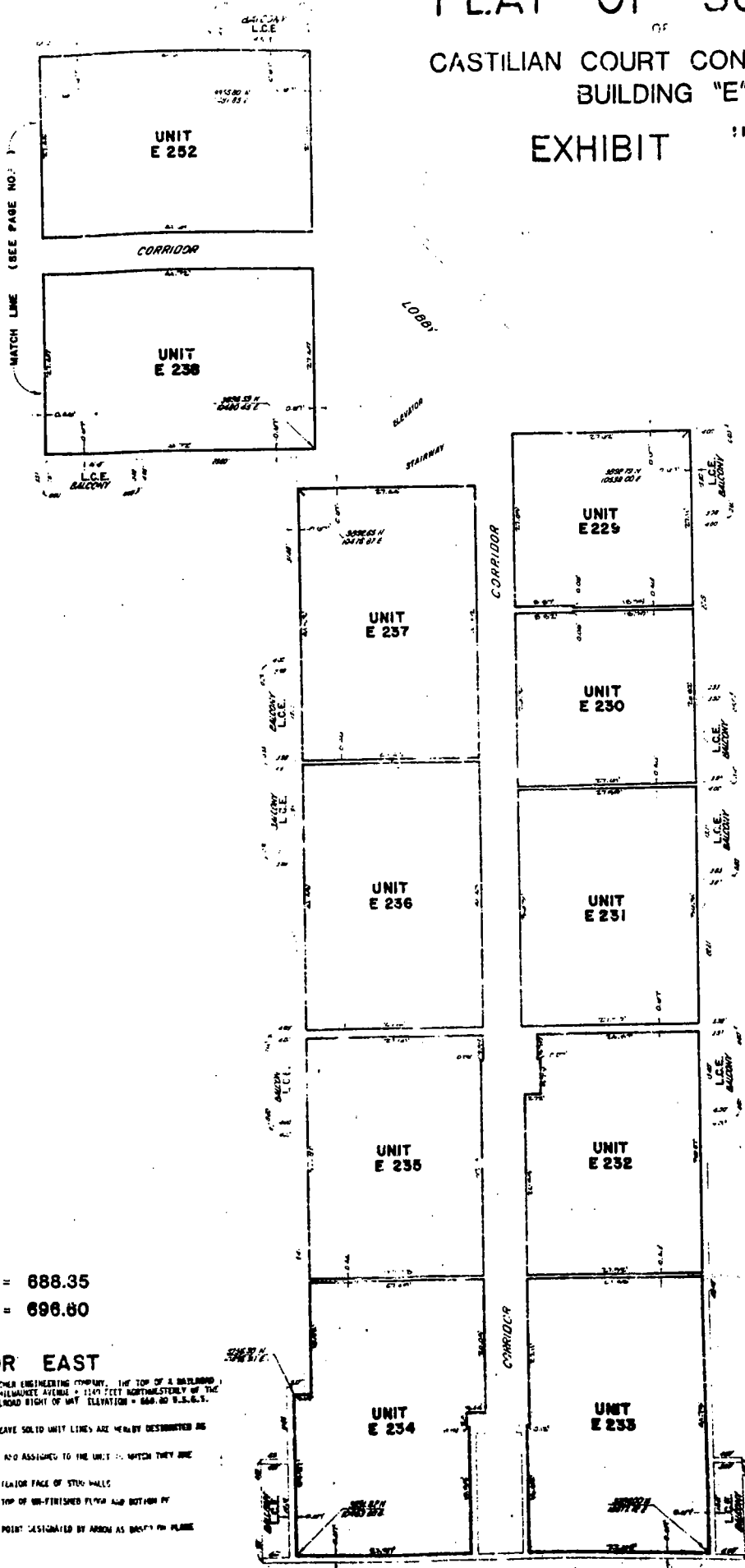
CONCRETE FLOORS SHALL BE REINFORCED WITH #4 BARS.

ALL OTHER PLANS SHALL BE REFERENCED TO THIS PLAN.

FOR OTHER DETAILS, REFER TO THE ARCHITECTURAL DRAWINGS.

PLAT OF SURVEY

OF
CASTILIAN COURT CONDOMINIUMS
 BUILDING "E"
EXHIBIT "A"



ALL UNITS
FLOOR ELEVATION = 688.35
CEILING ELEVATION = 696.60

SECOND FLOOR EAST

THIS PLAN IS FOR ENGINEERING DRAWINGS BY FLETCHER ENGINEERING COMPANY, THE TOP OF A BUILDING SHALL BE IN A UTILITY POLE ALONG THE EAST SIDE OF MILWAUKEE AVENUE 1140 FEET NORTHWESTERLY OF THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY ELEVATION = 686.80 U.S.C.S. MEAN SEA LEVEL.

ALL AREAS UNLESS OTHERWISE NOTED, ON SIDE OR HAVE SOLID UNIT LINES ARE HEAVILY DESTROYED AS SHOWN ON PLAN.

STAIRS AND BALCONIES ARE LIMITED COMMON ELEMENTS AND ASSIGNED TO THE UNIT IN WHICH THEY ARE LOCATED.

VERTICAL PLACES SHOWN HEREIN ARE MEASURED TO INTERIOR FACE OF STUD WALLS.

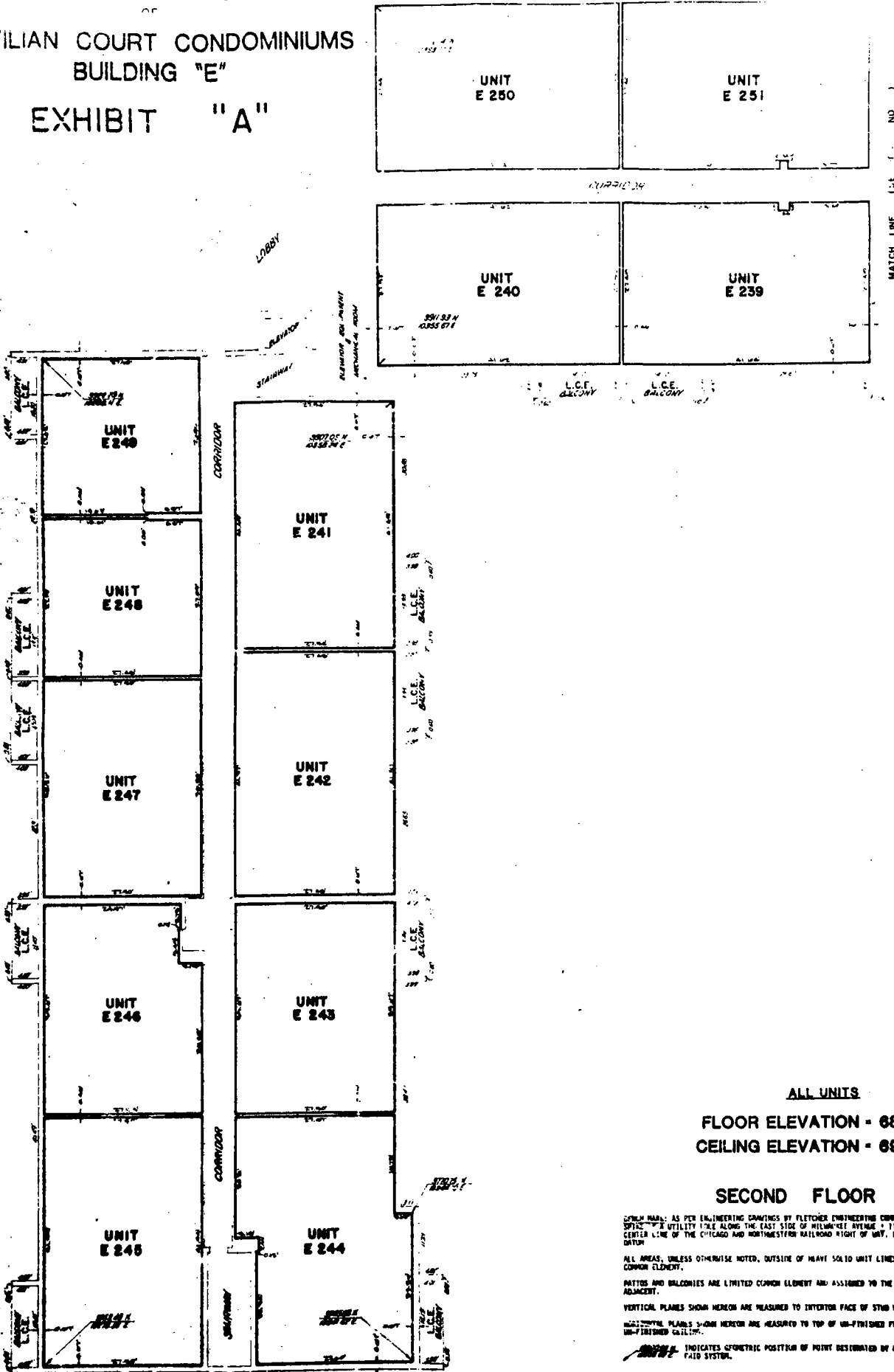
HORIZONTAL PLACES SHOWN HEREIN ARE MEASURED TO TOP OF UNFINISHED FLOOR AND BOTTOM OF UNFINISHED CEILING.

THE POINT INDICATES THE GEOMETRIC POSITION OF POINT DESIGNATED BY ABBREVIATION AS SHOWN ON PLAN AND NOTED.

PLAN OF SURVEY

CASTILIAN COURT CONDOMINIUMS
BUILDING "E"

EXHIBIT "A"



ALL UNITS
FLOOR ELEVATION - 688.35
CEILING ELEVATION - 696.60

SECOND FLOOR WEST

COMMON WALL: AS PER ENGINEERING DRAWINGS BY FLETCHER ENGINEERING COMPANY, THE TOP OF A BUILDING SPINE UTILITY TUBE ALONG THE EAST SIDE OF MILWAUKEE AVENUE - 1340 FEET NORTHWESTERLY OF THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY. ELEVATION - M.D. OF U.S.C.S. DATUM.

ALL AREAS, UNLESS OTHERWISE NOTED, OUTSIDE OF HEAVY SOLID UNIT LINES ARE HEREBY DESIGNATED AS COMMON ELEMENT.

PATIOS AND BALCONIES ARE LIMITED COMMON ELEMENT AND ASSIGNED TO THE UNIT TO WHICH THEY ARE ADJACENT.

VERTICAL PLANS SHOWN HEREON ARE MEASURED TO INTERIOR FACE OF STUD WALLS.

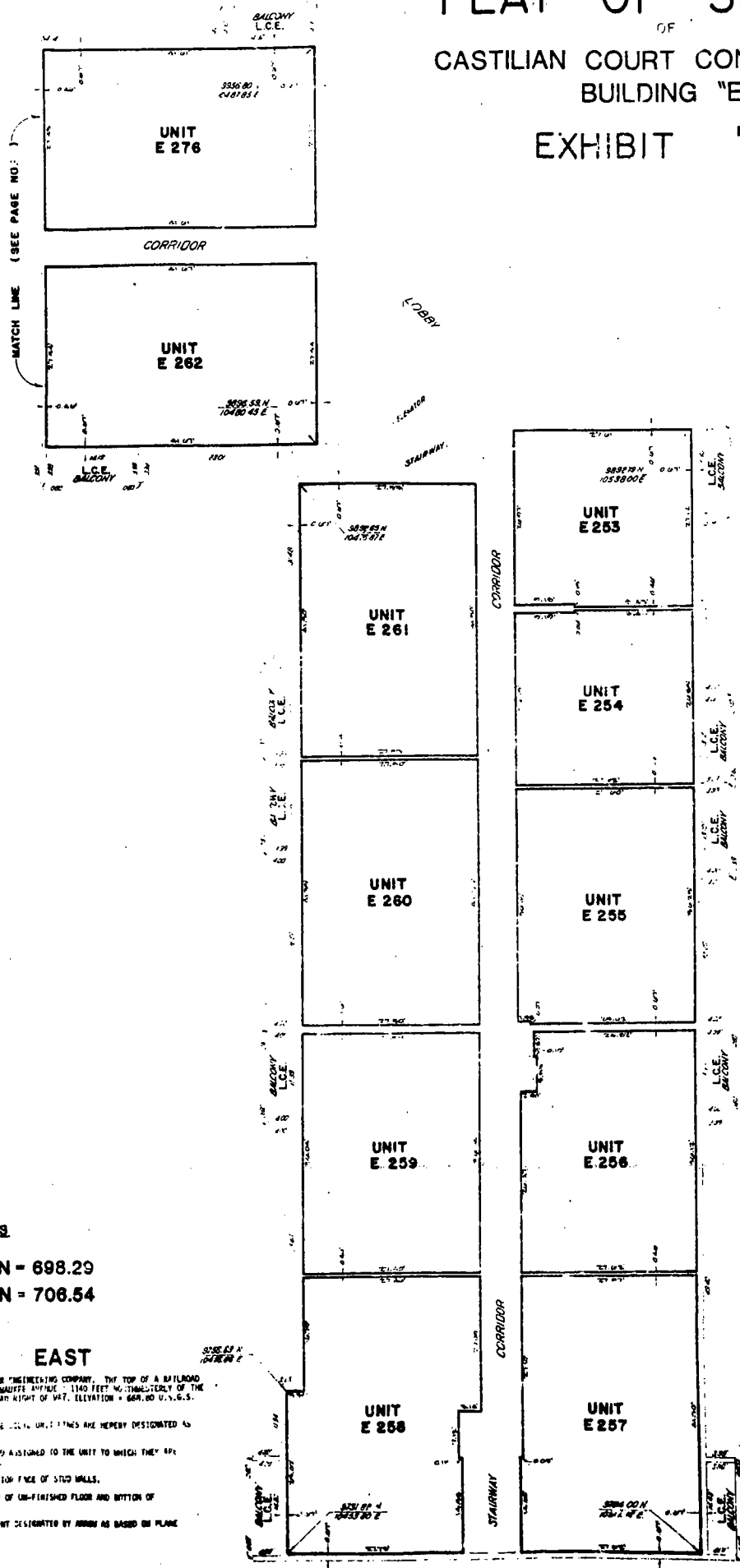
HORIZONTAL PLANS SHOWN HEREON ARE MEASURED TO TOP OF UN-FINISHED FLOOR AND BOTTOM OF UN-FINISHED CEILING.

INDICATES SPOMETRIC POSITION OF POINT DESIGNATED BY SYMBOL AS SHOWN ON PLANS FIELD SYSTEM.



STATE OF ILLINOIS
OFFICE OF LAND SURVEYING
Professional Engineer Seal
License No. 000000000
Date: 1998

PLAT OF SURVEY
OF
CASTILIAN COURT CONDOMINIUMS
BUILDING "E"
EXHIBIT "A"



ALL UNITS

FLOOR ELEVATION - 698.29
CEILING ELEVATION - 706.54

THIRD FLOOR EAST

BEARING AND DISTANCE AS PER CONVEYING GRANTING BY FLETCHER ENGINEERING COMPANY, THE TOP OF A RAILROAD SPUR OR UTILITY PIPE ALONG THE EAST SIDE OF MILWAUKEE AVENUE - 1140 FEET WESTWESTERLY OF THE CENTER LINE OF THE WISCONSIN AND NORTHWESTERN RAILROAD RIGHT OF WAY, ELEVATION + 669.80 U.S.C.S.

ALL AREAS, UNLESS OTHERWISE NOTED, OUTSIDE OF THESE UNIT LINES ARE HEREBY DESIGNATED AS COMMON ELEMENTS.

BALCONIES AND BALCONIES ARE LIMITED COMMON ELEMENTS AND ASSIGNED TO THE UNIT TO WHICH THEY ARE ADJACENT.

VERTICAL PLACES SHOWN HEREIN ARE MEASURED TO INTERIOR FINES OF STUD WALLS.

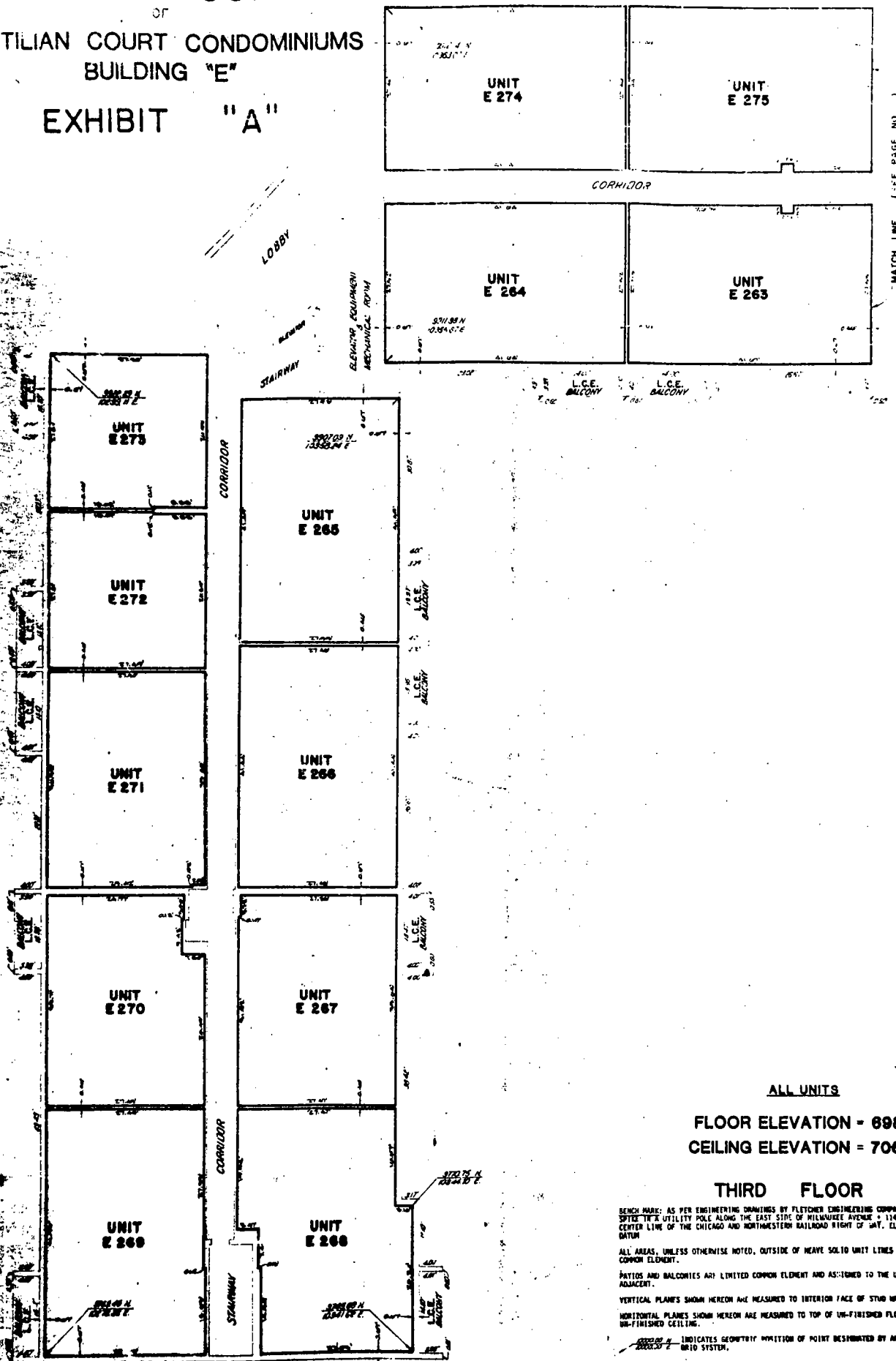
VERTICAL PLACES SHOWN HEREIN ARE MEASURED TO TOP OF UNFINISHED FLOOR AND BOTTOM OF UNFINISHED CEILING.

ALL DIMENSIONS ARE METRIC POSITIVE. A POINT DESIGNATED BY ANNA AS BASED ON PLANE GRID SYSTEM.



PLAT OF SURVEY
CASTILIAN COURT CONDOMINIUMS
BUILDING "E"
EXHIBIT "A"
DATE: 10/1/01
BY: [Signature]

PLAT OF SURVEY
 OF
 CASTILIAN COURT CONDOMINIUMS
 BUILDING "E"
 EXHIBIT "A"



ALL UNITS
 FLOOR ELEVATION - 698.29
 CEILING ELEVATION - 706.54

THIRD FLOOR WEST

BENCH MARK: AS PER ENGINEERING DRAWINGS BY FLETCHER ENGINEERING COMPANY, THE TOP OF A RAILROAD SPUR TRAIL UTILITY POLE ALONG THE EAST SIDE OF MILWAUKEE AVENUE + 1140 FEET NORTHWESTERLY OF TOP CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY, ELEVATION + 646.80 U.S.C.S. DATUM.

ALL AREAS, UNLESS OTHERWISE NOTED, OUTSIDE OF HEAVY SOLID UNIT LINES ARE HEREBY DESIGNATED AS COMMON ELEMENT.

PATIOS AND BALCONIES ARE LIMITED COMMON ELEMENT AND ASSIGNED TO THE UNIT TO WHICH THEY ARE ADJACENT.

VERTICAL PLANES SHOWN HEREON ARE MEASURED TO INTERIOR FACE OF STUD WALLS.

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED TO TOP OF UN-FINISHED FLOOR AND BOTTOM OF UN-FINISHED CEILING.

INDICATES GEOMETRIC POSITION OF POINT DESIGNATED BY ALPHAS AS BASED ON PLANE MISO SYSTEM.

95378419



DATE OF SURVEY: 11/11/11
 SURVEYOR: [Signature]
 ENGINEER: [Signature]

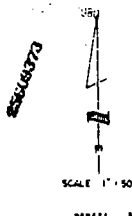
EDWARD J. MOLLOY & ASSOCIATES, LTD

LAND & CONSTRUCTION SURVEYORS
2200 EAST DEVON AVE., DES PLAIN, ILLINOIS 60018 312-635-7007
11 NORTH SKOKIE HWY., LAKE SHUFF, ILLINOIS 60044 312-295-5605

PLAT OF SURVEY

EXHIBIT "A"

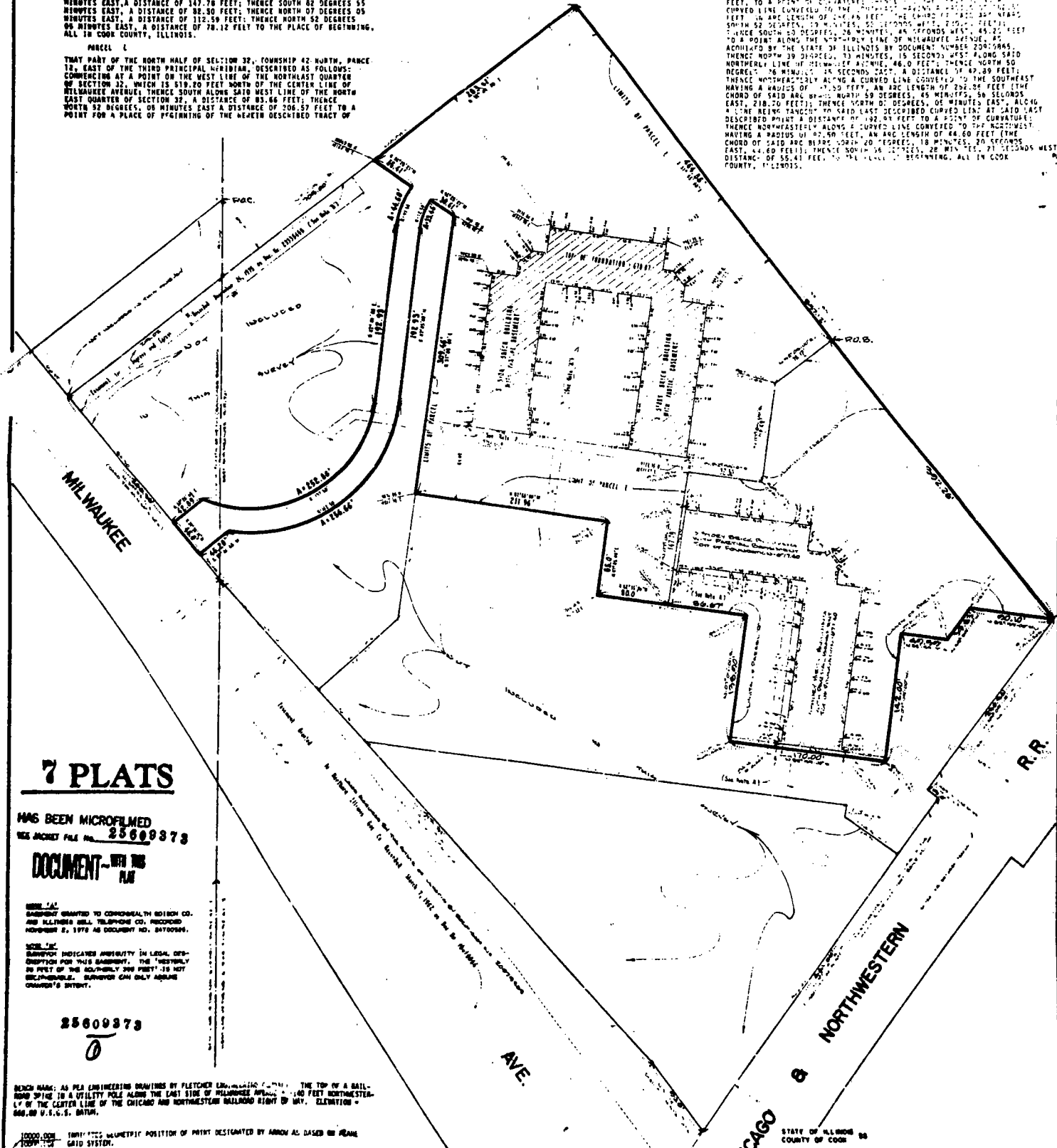
CASTILIAN COURT CONDOMINIUMS



PARCEL 1
THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32, WHICH IS 519.20 FEET NORTH OF THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTH ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 82.94 FEET; THENCE NORTH 52 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 489.80 FEET; THENCE SOUTH 37 DEGREES 45 MINUTES EAST, A DISTANCE OF 484.84 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING SOUTH 37 DEGREES 45 MINUTES EAST ALONG SAID LAST DESCRIBED LINE 392.55 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE OF 40.18 FEET; THENCE SOUTH 89 DEGREES 09 MINUTES 19 SECONDS WEST, A DISTANCE OF 39.83 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE OF 49.59 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES WEST, A DISTANCE OF 142.0 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE OF 170.0 FEET; THENCE NORTH 07 DEGREES 05 MINUTES EAST, A DISTANCE OF 138.90 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE OF 88.47 FEET; THENCE NORTH 07 DEGREES 05 MINUTES EAST, A DISTANCE OF 147.78 FEET; THENCE SOUTH 82 DEGREES 55 MINUTES EAST, A DISTANCE OF 82.50 FEET; THENCE NORTH 07 DEGREES 05 MINUTES EAST, A DISTANCE OF 112.59 FEET; THENCE NORTH 52 DEGREES 04 MINUTES EAST, A DISTANCE OF 78.12 FEET TO THE PLACE OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2
THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32, WHICH IS 519.20 FEET NORTH OF THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTH ALONG SAID WEST LINE OF THE NORTH EAST QUARTER OF SECTION 32, A DISTANCE OF 83.86 FEET; THENCE NORTH 52 DEGREES, 05 MINUTES EAST, A DISTANCE OF 208.57 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF

THENCE NORTH 52 DEGREES, 05 MINUTES EAST, A DISTANCE OF 208.57 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING NORTH 52 DEGREES, 05 MINUTES EAST ALONG SAID LAST DESCRIBED LINE 122.0 FEET; THENCE SOUTH 37 DEGREES, 45 MINUTES WEST, A DISTANCE OF 484.84 FEET; THENCE SOUTH 82 DEGREES, 55 MINUTES WEST, A DISTANCE OF 40.18 FEET; THENCE SOUTH 89 DEGREES, 09 MINUTES 19 SECONDS WEST, A DISTANCE OF 39.83 FEET; THENCE NORTH 82 DEGREES, 55 MINUTES WEST, A DISTANCE OF 49.59 FEET; THENCE SOUTH 07 DEGREES, 05 MINUTES WEST, A DISTANCE OF 142.0 FEET; THENCE NORTH 82 DEGREES, 55 MINUTES WEST, A DISTANCE OF 170.0 FEET; THENCE NORTH 07 DEGREES, 05 MINUTES EAST, A DISTANCE OF 138.90 FEET; THENCE NORTH 82 DEGREES, 55 MINUTES WEST, A DISTANCE OF 88.47 FEET; THENCE NORTH 07 DEGREES, 05 MINUTES EAST, A DISTANCE OF 147.78 FEET; THENCE SOUTH 82 DEGREES, 55 MINUTES EAST, A DISTANCE OF 82.50 FEET; THENCE NORTH 07 DEGREES, 05 MINUTES EAST, A DISTANCE OF 112.59 FEET; THENCE NORTH 52 DEGREES, 04 MINUTES EAST, A DISTANCE OF 78.12 FEET TO THE PLACE OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.



7 PLATS

HAS BEEN MICROFILMED
SEE ARCHIVE FILE NO. 25609373

DOCUMENT - WITH THIS PLAT

RECORDING INFORMATION: THIS DOCUMENT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON FEBRUARY 2, 1978 AS DOCUMENT NO. 84700988.

RECORDING INFORMATION: THIS DOCUMENT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON FEBRUARY 2, 1978 AS DOCUMENT NO. 84700988.

25609373

BEING NAME: AS PER ENGINEERING DRAWINGS BY FLETCHER ENGINEERING COMPANY, THE TOP OF A RAILROAD SPIKE TO A UTILITY POLE ALONG THE EAST SIDE OF MILWAUKEE AVENUE, 140 FEET NORTHWESTERLY OF THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY, ELEVATION - 686.89 U.S.C.S. DATUM.

10000.000' UNITS: METRIC POSITION OF POINT DESIGNATED BY ARROW AL BASED BY PLAT

PAGE 1

AREA OF PARCEL 1 104,701 SQ. FT. OR 2.40 ACRES
AREA OF PARCEL 2 86,000 SQ. FT. OR 1.98 ACRES

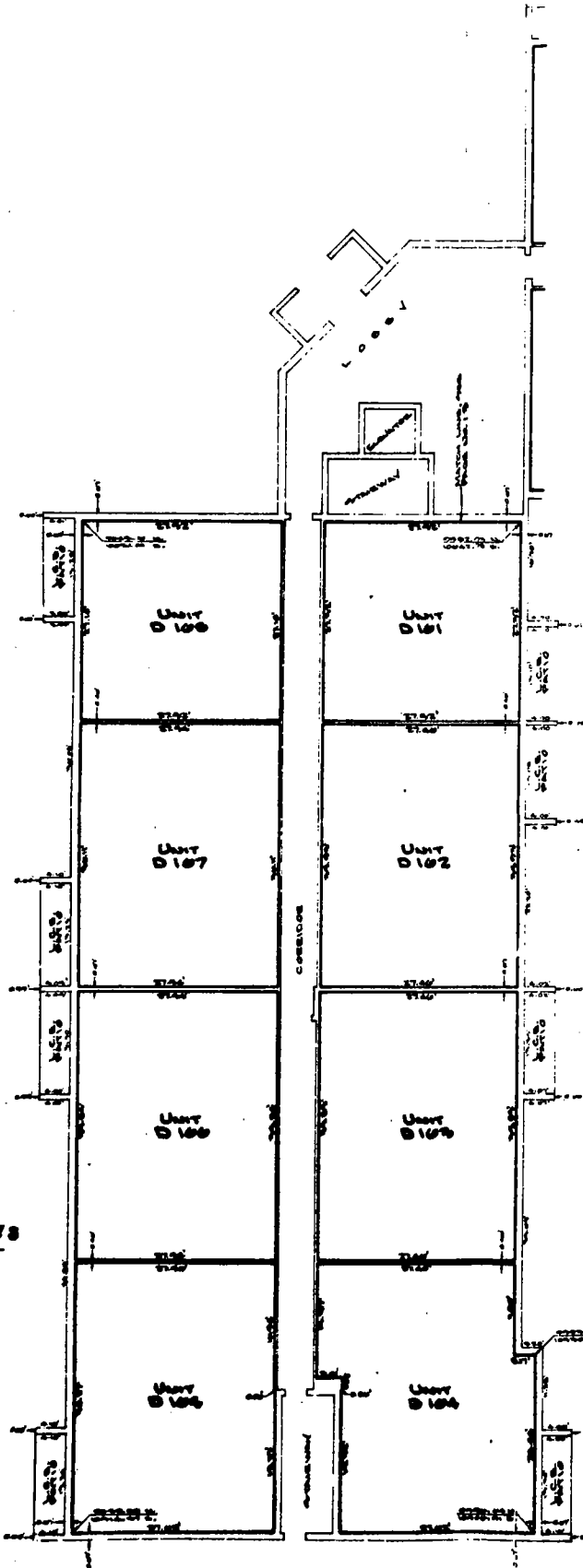
TOTAL AREA OF TRACT SURVEYED 190,701 SQ. FT. OR 4.38 ACRES

FOR FRANK A. STAPE
ORDER NO. 9-881
FILE 32-42-12



STATE OF ILLINOIS
COUNTY OF COOK
I, EDWARD J. MOLLOY, AN ILLINOIS REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT THE PLAT HEREON BORN IS A CORRECT REPRESENTATION OF SAID SURVEY.
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CONNECTED TO A TEMPERATURE OF 62 DEGREES FARENHEIT.
EDWARD J. MOLLOY
LICENSED LAND SURVEYOR
NO. 12345

PLAT OF SURVEY
 OF
CASTILIAN COURT CONDOMINIUMS
 BUILDING "D"
EXHIBIT "A"



2560978
 ②

FIRST FLOOR

ALL UNITS
 FLOOR ELEVATION - 0708.60
 CEILING ELEVATION - 0800.00

BEACH MARK: AS PER ENGINEERING DRAWINGS BY FLETCHER ENGINEERING COMPANY, THE TOP OF A BAILROAD SPIKE IN A UTILITY POLE ALONG THE EAST SIDE OF WILMORCE AVENUE IS 1140 FEET NORTHWESTERLY OF THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY. ELEVATION = 846.00 U.S.G.S. DATUM.

ALL AREAS, UNLESS OTHERWISE NOTED, OUTSIDE OF HEAVY SOLID UNIT LINES ARE HEREBY DESIGNATED AS COMMON ELEMENT.

PATIOS AND BALCONIES ARE LIMITED COMMON ELEMENT AND ASSIGNED TO THE UNIT TO WHICH THEY ARE ADJACENT.

VERTICAL PLANES SHOWN HEREIN ARE MEASURED TO INTERIOR FACE OF STUD WALLS.

HORIZONTAL PLANES SHOWN HEREIN ARE MEASURED TO TOP OF UN-FINISHED FLOOR AND BOTTOM OF UN-FINISHED CEILING.

UNITS, CORNERS INDICATES GEOMETRIC POSITION OF POINT DESIGNATED BY ARROW AS BASED ON PLANE SURVEY GRID SYSTEM.

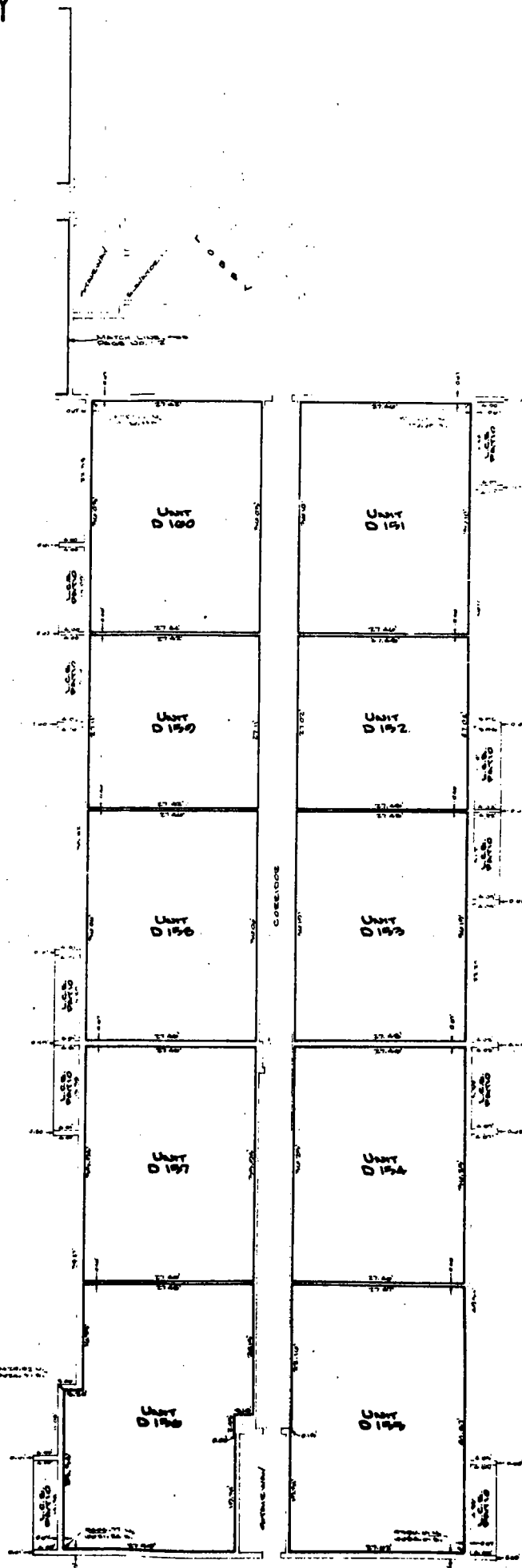
PAGE 3
 FRANK A. STAPE
 SURVEYOR
 ILL. REG. NO. 001
 EXP. 12-31-82



THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD AS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE COUNTY OF COOK, ILLINOIS, ON 11/15/82.

EDWARD J. MOLLOY & ASSOCIATES, LTD.
 LAND & CONSTRUCTION SURVEYORS
 2200E. DEVON AVE. DES PLAINES, ILL. 60018
 11 N. SMOKE HWY. LAKE BLUFF, ILL. 60044

PLAT OF SURVEY
 OF
CASTILIAN COURT CONDOMINIUMS
 BUILDING "D"
EXHIBIT "A"



25609378

FIRST FLOOR

REMARKS:

FLOOR ELEVATION = 475.00
 CEILING ELEVATION = 480.00

NEIGH. BOUND. AS PER ENGINEERING DRAWINGS BY FLETCHER ENGINEERING COMPANY, THE TOP OF A BALL-BEARING SPINDLE IS A UTILITY POLE ALONG THE EAST SIDE OF HILMAURER AVENUE = 1140 FEET NORTHWESTERLY OF THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY. ELEVATION = 606.00 U.S.G.S. DATUM.

ALL AREAS, UNLESS OTHERWISE NOTED, OUTSIDE OF HEAVY SOLID UNIT LINES ARE HEREBY DESIGNATED AS COMMON ELEMENT.

PORCHES AND BALCONIES ARE LIMITED COMMON ELEMENT AND ASSIGNED TO THE UNIT TO WHICH THEY ARE ADJACENT.

VERTICAL PLANES SHOWN HEREIN ARE MEASURED TO INTERIOR FACE OF STUD WALLS.

HORIZONTAL PLANES SHOWN HEREIN ARE MEASURED TO TOP OF UNFINISHED FLOOR AND BOTTOM OF UNFINISHED CEILING.

ARROWS INDICATE GEOMETRIC POSITION OF POINT DESIGNATED BY ARROW AS BASED ON PLANE SURVEYING GRID SYSTEM.

PAGE 10

FOR : FRANK A. STAPE
 ORDER NO: 0-861
 FILE NO: 32-42-12



EDWARD J. MOLLOY
 LAND SURVEYOR
 ILLINOIS
 NO. 1115
 DES PLAINES

25609373

EDWARD J. MOLLOY & ASSOCIATES
LAND & CONSTRUCTION ENGINEERS
2200E. DEVON AVE. DES PLAINES, ILL. 60018
11 N. SMOKE HWY. LAKE BLUFF, ILL. 60044

7095
1-21-63-1-7007
3121-275-5655

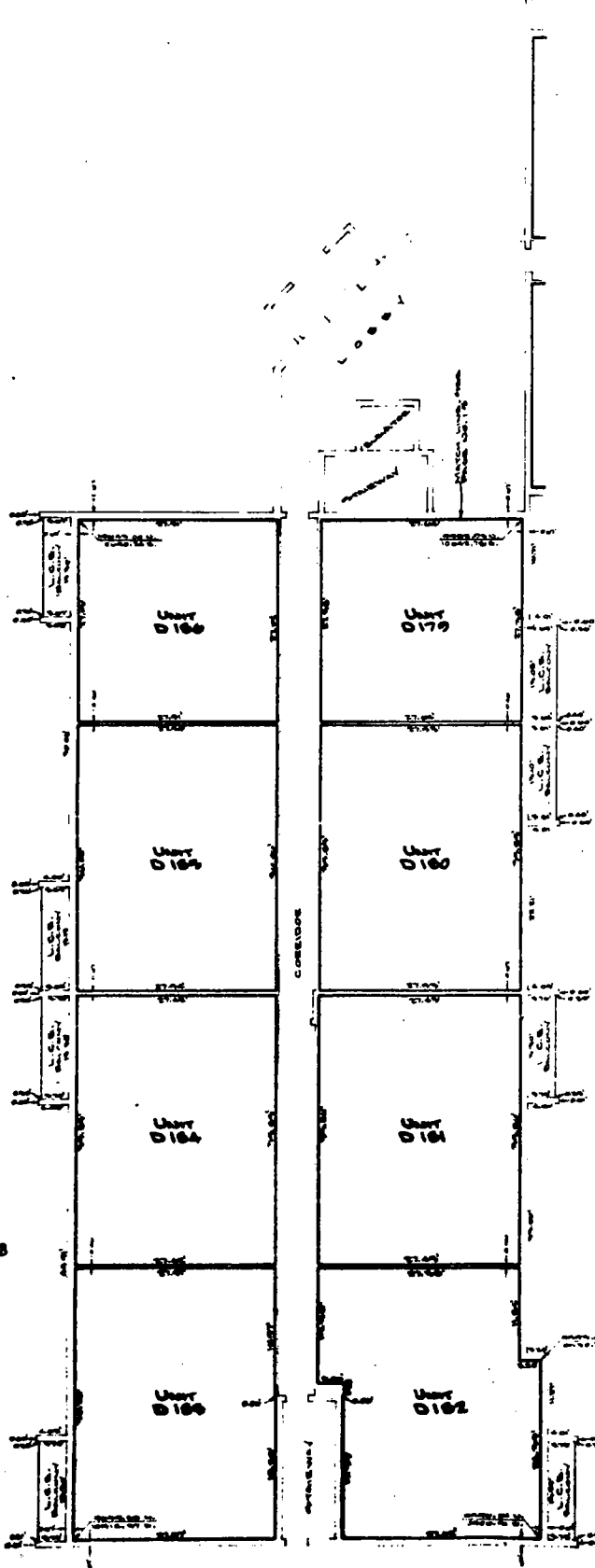
PLAT OF SURVEY

OF

CASTILIAN COURT CONDOMINIUMS

BUILDING "D"

EXHIBIT "A"



25609373

SECOND FLOOR

ALL UNITS
FLOOR ELEVATION - 996.00
CEILING ELEVATION - 996.00

BOUNDARY: AS PER ENGINEERING DRAWINGS BY FLETCHER ENGINEERING COMPANY, THE TOP OF A RAILROAD SPIKE IN A UTILITY POLE ALONG THE EAST SIDE OF HILLSBORO AVENUE - 140 FEET NORTHWESTERLY OF THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY. ELEVATION - 996.00 U.S.C.S. DATUM.

ALL AREAS, UNLESS OTHERWISE NOTED, OUTSIDE OF HEAVY SOLID UNIT LINES ARE HEREBY DESIGNATED AS COMMON ELEMENT.

PATIOS AND BALCONIES ARE LIMITED COMMON ELEMENT AND ASSIGNED TO THE UNIT TO WHICH THEY ARE ADJACENT.

VERTICAL PLANES SHOWN HEREON ARE MEASURED TO INTERIOR FACE OF STUD WALLS.
HORIZONTAL PLANES SHOWN HEREON ARE MEASURED TO TOP OF UN-FINISHED FLOOR AND BOTTOM OF UN-FINISHED CEILING.

BOUNDARY INDICATES GEOMETRIC POSITION OF POINT DESIGNATED BY SYMBOL AS BASED ON PLANE TABLE SURVEY.

FRANK A. STAPE
25609373
25609373



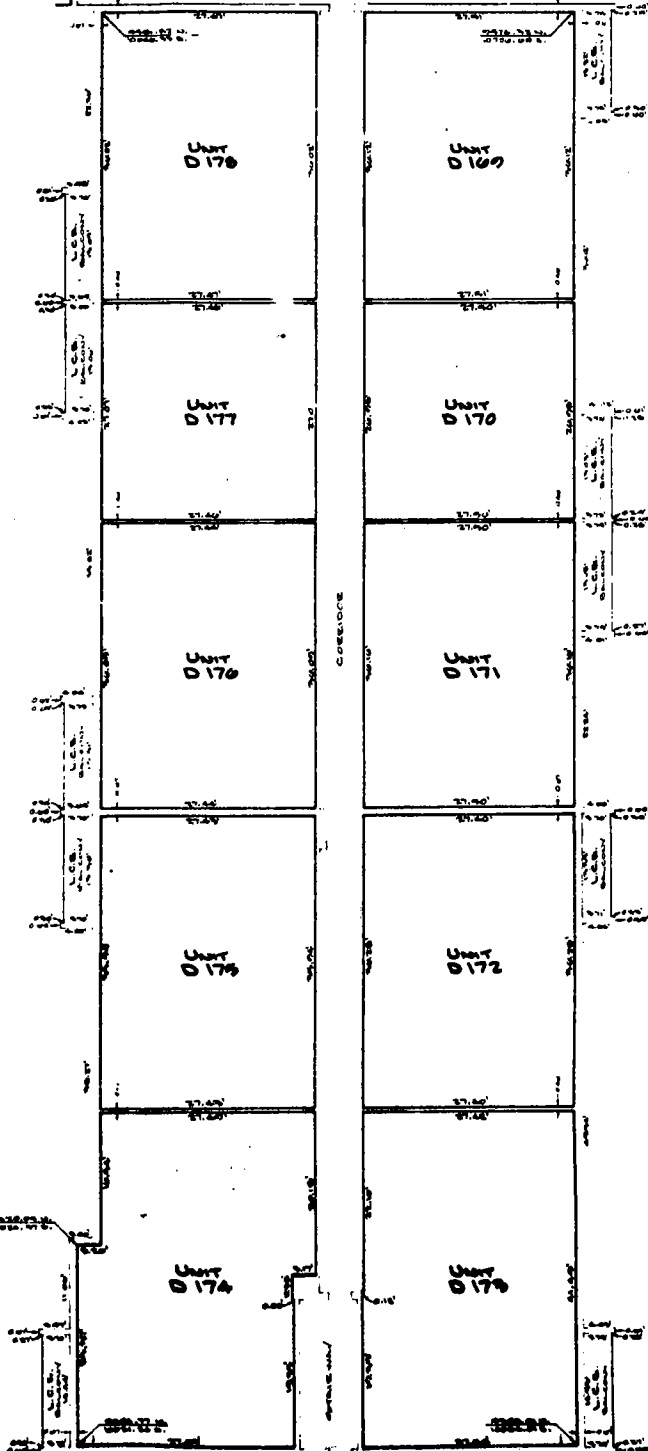
EDWARD J. MOLLOY
Professional Engineer
State of Illinois
No. 12345
Exp. 12/31/65

FRANK A. STAPE, LTD.
 SURVEYORS
 111 N. SHORE HWY. LAKE BLUFF, ILL. 60044 (312) 295-5605

PLAT OF SURVEY

CASTILIAN COURT CONDOMINIUMS
 BUILDING "D"

EXHIBIT "A"



25009378
 ⑤

SECOND FLOOR

ALL UNITS:

FLOOR ELEVATION = 600.00
 CEILING ELEVATION = 600.00

BEACH MARK: AS PER ENGINEERING DRAWINGS BY FLETCHER ENGINEERING COMPANY. THE TOP OF A HAIL-WORD SPIRE IN A UTILITY POLE ALONG THE EAST SIDE OF MILWAUKEE AVENUE = 1140 FEET NORTHWESTERLY OF THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY. ELEVATION = 600.00 U.S.G.S. DATUM.

ALL AREAS, UNLESS OTHERWISE NOTED, OUTSIDE OF HEAVY SOLID UNIT LINES ARE HEREBY DESIGNATED AS COMMON ELEMENT.

PORTS AND BALCONIES ARE LISTED COMMON ELEMENT AND ASSIGNED TO THE UNIT TO WHICH THEY ARE ADJACENT.

VERTICAL PLANES SHOWN HEREIN ARE MEASURED TO INTERIOR FACE OF STUD WALLS.

HORIZONTAL PLANES: HIGH HEREIN ARE MEASURED TO TOP OF UNFINISHED FLOOR AND BOTTOM OF UNFINISHED CEILING.

ARROWS INDICATE METRIC POSITION OF POINT DESIGNATED BY ARROW AS BASED ON PLANE GRID SYSTEM.

FOR FRANK A. STAPE
 DRAWING NO: 0-861
 REC. NO: 32-42-12



STATE OF ILLINOIS
 LICENSED PROFESSIONAL SURVEYOR
 FRANK A. STAPE
 No. 0-861

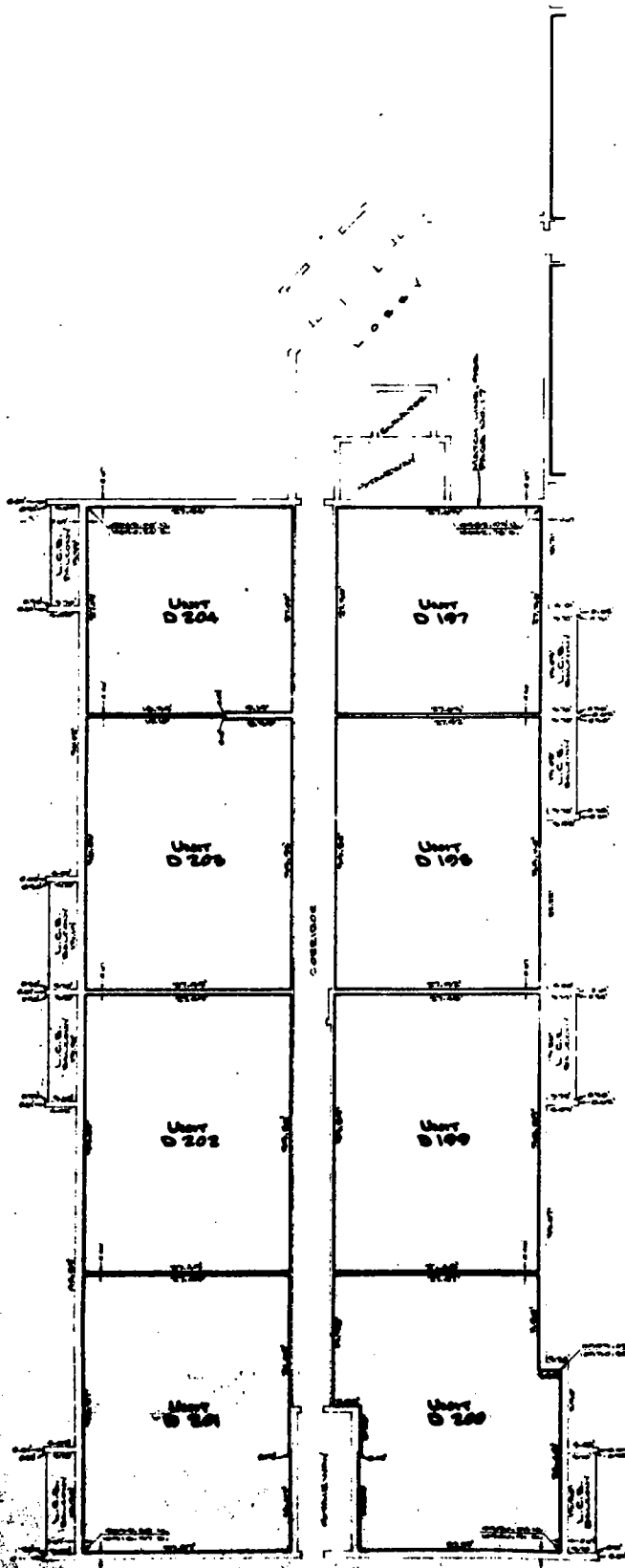
COOK COUNTY
 No. 25619373
 SCALE 1" = 8'

EDWARD J. MOLLOY & ASSOCIATES, LTD.
 LAND & CONSTRUCTION SURVEYORS
 2200E. DEVON AVE. DES PLAINES, ILL. 60018 (312) - 635-7007
 11 N. SHORE HWY. LAKE BLUFF, ILL. 60044 (312) - 295-5605

PLAT OF SURVEY

CASTILIAN COURT CONDOMINIUMS
 BUILDING "D"

EXHIBIT "A"



THIRD FLOOR

ALL UNITS
 FLOOR ELEVATION = 600.00
 CEILING ELEVATION = 700.07

BY THE PLAN: AS PER ENGINEERING DRAWINGS BY FLETCHER ENGINEERING COMPANY. THE TOP OF A RAILROAD SPIKE IN A UTILITY POLE ALONG THE EAST SIDE OF WELLSBORO AVENUE IS 1140 FEET NORTHWESTERLY OF THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD FRONT OF CITY. ELEVATION = 640.00 U.S.C.S. DATUM.

ALL AREAS, UNLESS OTHERWISE NOTED, OUTSIDE OF HEAVY SOLID UNIT LINES ARE HEREBY DESIGNATED AS COMMON ELEMENT.

PATIO'S AND BALCONIES ARE LIMITED COMMON ELEMENT AND ASSIGNED TO THE UNIT TO WHICH THEY ARE ADJACENT.

VERTICAL PLANES SHOWN HEREON ARE MEASURED TO EXTERIOR FACE OF STUD WALLS.
 HORIZONTAL PLANES SHOWN HEREON ARE MEASURED TO TOP OF UNFINISHED FLOOR AND BOTTOM OF UNFINISHED CEILING.

10000.000 INDICATES GEOMETRIC POSITION OF POINT DESIGNATED BY SYMBOL AS BASED ON PLAIN 6000.000 GRID SYSTEM.



STATE OF ILLINOIS
 COUNTY OF COOK
 EDWARD J. MOLLOY & ASSOCIATES, LTD.
 LAND SURVEYORS
 2200E. DEVON AVE. DES PLAINES, ILL. 60018
 11 N. SHORE HWY. LAKE BLUFF, ILL. 60044
 (312) 635-7007
 (312) 295-5605

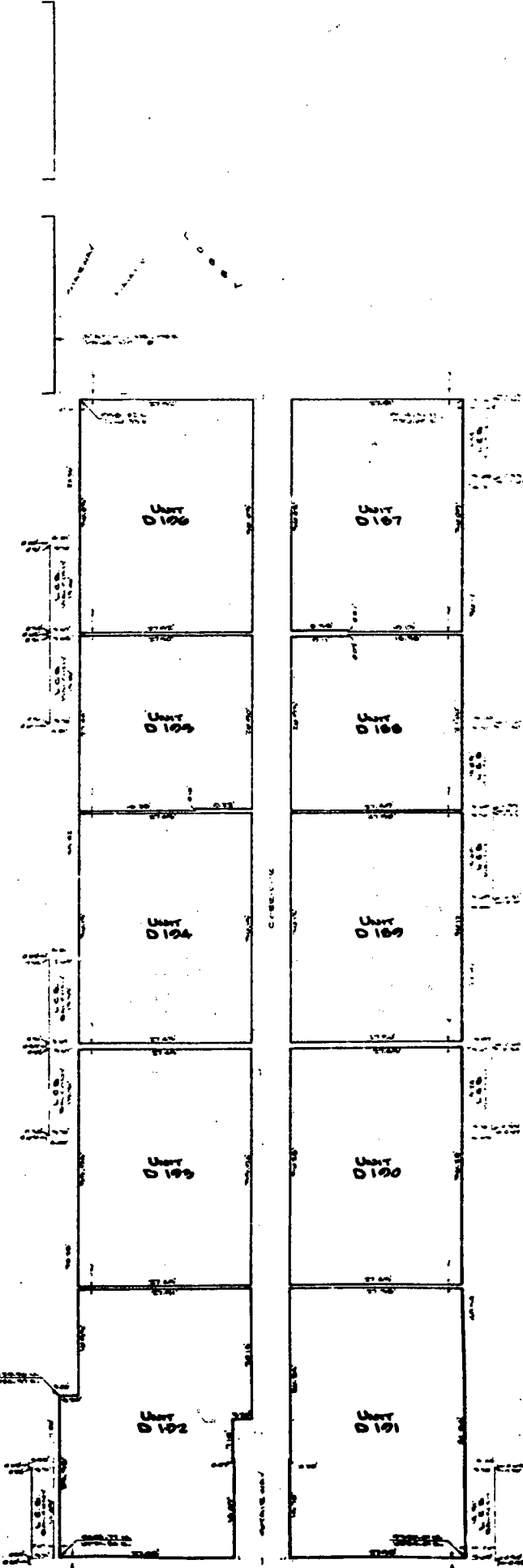
REVISIONS
 1

FROM A STAKE
 12-15-82

PLAT OF SURVEY

CASTILIAN COURT CONDOMINIUMS BUILDING "D"

EXHIBIT "A"



28609878
①

THIRD FLOOR

ALL UNITS
 FLOOR ELEVATION - 600.00
 CEILING ELEVATION - 700.00

BENCH MARK: AS PER ENGINEERING DRAWINGS BY FLETCHER ENGINEERING COMPANY, THE TOP OF A RAILROAD SPIRE IN A UTILITY POLE ALONG THE EAST SIDE OF WINDHURST AVENUE 400 FEET NORTHWESTERLY OF THE CENTER LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY. ELEVATION - 640.80 U.S.G.S. DATUM.

ALL AREAS, UNLESS OTHERWISE NOTED, OUTSIDE OF HEAVY SOLID UNIT LINES ARE HEREBY DESIGNATED AS COMMON ELEMENT.

PATIOS AND BALCONIES ARE LIMITED COMMON ELEMENT AND ASSIGNED TO THE UNIT TO WHICH THEY ARE ADJACENT.

VERTICAL PLANES SHOWN HEREON ARE MEASURED TO INTERIOR FACE OF STUD WALLS.

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED TO TOP OF UNFINISHED FLOOR AND BOTTOM OF UNFINISHED CEILING.

1000.00 INDICATES GEOMETRIC POSITION OF POINT DESIGNATED BY AREA AS BASED ON PLANE 1000.00 GRID SYSTEM.

PAGE 14

FOR : FRANK A. STAPE
ORDER NO: 9-851
FILE NO: 32-42-12



FRANK A. STAPE
REGISTERED PROFESSIONAL ENGINEER
STATE OF ILLINOIS
LICENSE NO. 123456789

END-OF-RECORDED PLATS

TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTILIAN COURTS CONDOMINIUMS

<u>UNIT</u>	<u>PERCENTAGE OF INTEREST</u>
E 205	1.00650
E 206	1.00650
E 207	1.25876
E 208	1.25876
E 209	1.51102
E 210	1.53624
E 211	1.28406
E 212	1.53624
E 213	1.53624
E 214	1.53624
E 215	1.53624
E 216	1.53624
E 217	1.53624
E 218	1.53624
E 219	1.28406
E 220	1.53624
E 221	1.51102
E 222	1.25876
E 223	1.25876
E 224	1.00650
E 225	1.00650
E 226	1.51102
E 227	1.51102
E 228	1.51102
E 229	1.03173
E 230	1.03173
E 231	1.28406
E 232	1.28406
E 233	1.53624
E 234	1.56147
E 235	1.30921
E 236	1.56147
E 237	1.56147
E 238	1.56147
E 239	1.56147
E 240	1.56147
E 241	1.56147
E 242	1.56147
E 243	1.30921
E 244	1.56147
E 245	1.53624
E 246	1.28406
E 247	1.28406
E 248	1.03173
E 249	1.03173
E 250	1.53624
E 251	1.53624
E 252	1.53624
E 253	1.02164
E 254	1.02164
E 255	1.27390
E 256	1.27390
E 257	1.52615
E 258	1.55138
E 259	1.29912
E 260	1.55138
E 261	1.55138
E 262	1.55138
E 263	1.55138
E 264	1.55138

25 378 419

Exhibit B ORIGINAL TOP

EXHIBIT "A"
TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTILIAN COURTS CONDOMINIUMS

<u>UNIT</u>	<u>PERCENTAGE OF INTEREST</u>
E 265	1.55138
E 266	1.55138
F 267	1.29912
E 268	1.55138
E 269	1.52615
F 270	1.27390
E 271	1.27390
F 272	1.02164
F 273	1.02164
E 274	1.52615
E 275	1.52615
E 276	1.52615

25 378 419

EXHIBIT "C"

TO

DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTILIAN COURTS CONDOMINIUMS

<u>UNIT</u>	<u>PERCENTAGE OF INTEREST</u>
A 1	.4114
A 2	.4114
A 3	.4174
A 4	.4174
A 5	.3496
A 6	.2809
A 7	.3496
A 8	.4174
A 9	.3496
A 10	.4174
A 11	.4114
A 12	.3428
A 13	.4114
A 14	.3428
A 15	.2748
A 16	.3428
A 17	.4174
A 18	.4174
A 19	.4252
A 20	.4252
A 21	.3565
A 22	.2908
A 23	.3565
A 24	.4252
A 25	.3565
A 26	.4252
A 27	.4174
A 28	.3496
A 29	.4174
A 30	.3496
A 31	.2809
A 32	.3496
A 33	.4156
A 34	.4156
A 35	.4224
A 36	.4224
A 37	.3537
A 38	.2851
A 39	.3537
A 40	.4224
A 41	.3537
A 42	.4224
A 43	.4156
A 44	.3469
A 45	.4156
A 46	.3469
A 47	.2782
A 48	.3469
B 49	.4174
B 50	.4174
B 51	.4174
B 52	.4174
B 53	.4174
B 54	.3496
B 55	.2809
B 56	.2809
B 57	.3496
B 58	.3496
B 59	.4174
B 60	.4114

EXHIBIT "C"

TO

DECLARATION OF CONDOMINIUM OWNERSHIP FOR

CASTILIAN COURTS CONDOMINIUMS

<u>UNIT</u>	<u>PERCENTAGE OF INTEREST</u>
B 61	.3428
B 62	.3428
B 63	.3428
B 64	.2748
B 65	.4252
B 66	.4252
B 67	.4252
B 68	.4252
B 69	.4252
B 70	.3565
B 71	.2908
B 72	.2908
B 73	.3565
B 74	.3565
B 75	.4252
B 76	.4174
B 77	.3496
B 78	.3496
B 79	.3496
B 80	.2809
B 81	.4224
B 82	.4224
B 83	.4224
B 84	.4224
B 85	.4224
B 86	.3537
B 87	.2851
B 88	.2851
B 89	.3537
B 90	.3537
B 91	.4224
B 92	.4156
93	.3469
94	.3469
95	.3469
B 96	.2782
C 97	.3496
C 98	.2809
C 99	.3496
C 100	.3496
C 101	.4174
C 102	.4174
C 103	.3496
C 104	.3496
C 105	.2809
C 106	.3496
C 107	.2809
C 108	.3496
C 109	.3496
C 110	.3496
C 111	.3428
C 112	.3428
C 113	.3428
C 114	.2748
C 115	.3565
C 116	.2908
C 117	.3565
C 118	.3565
C 119	.4252
C 120	.4252

EXHIBIT "C"

TO

DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTILIAN COURTS CONDOMINIUMS

<u>UNIT</u>	<u>PERCENTAGE OF INTEREST</u>
C 121	.3565
C 122	.3565
C 123	.2908
C 124	.3565
C 125	.2908
C 126	.3565
C 127	.3565
C 128	.3565
C 129	.3496
C 130	.3496
C 131	.3496
C 132	.2809
C 133	.3537
C 134	.2851
C 135	.3537
C 136	.3537
C 137	.4224
C 138	.4224
C 139	.3537
C 140	.3537
C 141	.2851
C 142	.3537
C 143	.2851
C 144	.3537
C 145	.3537
C 146	.3537
C 147	.3469
C 148	.3469
C 149	.3469
C 150	.2782
D 151	.3428
D 152	.2748
D 153	.3428
D 154	.3428
D 155	.4114
D 156	.4174
D 157	.3496
D 158	.3496
D 159	.2809
D 160	.3496
D 161	.2809
D 162	.3496
D 163	.3496
D 164	.3496
D 165	.3428
D 166	.3428
D 167	.3428
D 168	.2748
D 169	.3496
D 170	.2809
D 171	.3496
D 172	.3496
D 173	.4174
D 174	.4252
D 175	.3565
D 176	.3565
D 177	.2908
D 178	.3565
D 179	.2908
D 180	.3565

EXHIBIT "C"

TO

DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTILIAN COURTS CONDOMINIUMS

<u>UNIT</u>	<u>PERCENTAGE OF INTEREST</u>
D 181	.3565
D 182	.3565
D 183	.3496
D 184	.3496
D 185	.3496
D 186	.2809
D 187	.3469
D 188	.2782
D 189	.3469
D 190	.3469
D 191	.4156
D 192	.4224
D 193	.3537
D 194	.3537
D 195	.2851
D 196	.3537
D 197	.2851
D 198	.3537
D 199	.3537
D 200	.3537
D 201	.3469
D 202	.3469
D 203	.3469
D 204	.2782
E 205	.2748
E 206	.2748
E 207	.3428
E 208	.3428
E 209	.4114
E 210	.4174
E 211	.3496
E 212	.4174
E 213	.4174
E 214	.4174
E 215	.4174
E 216	.4174
E 217	.4174
E 218	.4174
E 219	.3496
E 220	.4174
E 221	.4114
E 222	.3428
E 223	.3428
E 224	.2748
E 225	.2748
E 226	.4114
E 227	.4114
E 228	.4114
E 229	.2809
E 230	.2809
E 231	.3496
E 232	.3496
E 233	.4174
E 234	.4252
E 235	.3565
E 236	.4252
E 237	.4252
F 238	.4252
E 239	.4252
E 240	.4252
E 241	.4252
E 242	.4252
E 243	.3565

E 244 - .4252
E 245 - .4174

EXHIBIT "C"

TO

DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTILIAN COURTS CONDOMINIUMS

<u>UNIT</u>	<u>PERCENTAGE OF INTEREST</u>
D 181	.3565
D 182	.3565
D 183	.3496
D 184	.3496
D 185	.3496
D 186	.2809
D 187	.3469
D 188	.2782
D 189	.3469
D 190	.3469
D 191	.4156
D 192	.4224
D 193	.3537
D 194	.3537
D 195	.2851
D 196	.3537
D 197	.2851
D 198	.3537
D 199	.3537
D 200	.3537
D 201	.3469
D 202	.3469
D 203	.3469
D 204	.2782
E 205	.2748
E 206	.2748
E 207	.3428
E 208	.3428
E 209	.4114
E 210	.4174
E 211	.3496
E 212	.4174
E 213	.4174
E 214	.4174
E 215	.4174
E 216	.4174
E 217	.4174
E 218	.4174
E 219	.3496
E 220	.4174
E 221	.4114
E 222	.3428
E 223	.3428
E 224	.2748
E 225	.2748
E 226	.4114
E 227	.4114
E 228	.4114
E 229	.2809
E 230	.2809
E 231	.3496
E 232	.3496
E 233	.4174
E 234	.4252
E 235	.3565
E 236	.4252
E 237	.4252
E 238	.4252
E 239	.4252
E 240	.4252
E 241	.4252
E 242	.4252
E 243	.3565
E 244	.4252
E 245	.4174

EXHIBIT "C"

TO

DECLARATION OF CONDOMINIUM OWNERSHIP FOR

CASTILIAN COURTS CONDOMINIUM

<u>UNIT</u>	<u>PERCENTAGE OF INTEREST</u>
E 246	.3496
E 247	.3496
E 248	.2809
E 249	.2809
E 250	.4174
E 251	.4174
E 252	.4174
E 253	.2782
E 254	.2782
E 255	.3469
E 256	.3469
E 257	.4156
E 258	.4224
E 259	.3537
E 260	.4224
E 261	.4224
E 262	.4224
E 263	.4224
E 264	.4224
E 265	.4224
E 266	.4224
E 267	.3537
E 268	.4224
E 269	.4156
E 270	.3469
E 271	.3469
E 272	.2782
E 273	.2782
E 274	.4156
E 275	.4156
E 276	.4156

25 386 551



AN AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
CASTILIAN COURTS CONDOMINIUMS

THIS AMENDMENT made and entered into this 5th day of March, 1980, by FIRST NATIONAL BANK OF DES PLAINES, as Trustee under Trust Agreement dated January 31, 1977, and known as Trust No. 73711759 and not individually (hereinafter referred to as the "Trustee" or "Declarant").

\$17.00

A 914642

W I T N E S S E T H :

WHEREAS, a certain Declaration of Condominium for Castilian Courts Condominiums was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 3, 1980, as Document Number 25378419 ("Declaration").

WHEREAS, such Declaration, which was filed, inadvertently failed to include Exhibit "D" to such Declaration.

WHEREAS, Exhibit "D" recites certain real property known as the "Development Area" which property may be annexed or added to the Condominium area by this Declaration.

WHEREAS, such Declaration is now being amended to include Exhibit "D".

NOW, THEREFORE, Declarant as the legal title holder of the Castilian Courts Condominiums, and for the purposes above set forth, hereby declares that the Declaration be, and the same hereby is, amended to include Exhibit "D", which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said FIRST NATIONAL BANK OF DES PLAINES, as Trustee aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its

25 386 551

THIS INSTRUMENT PREPARED BY:
JAMES J. RIEBANDT
1400 RENAISSANCE DRIVE
PARK RIDGE, ILL. 60068

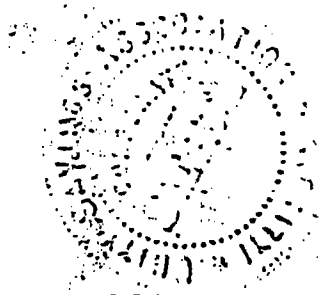
227-7400

at Chicago, Illinois this 26th day of February, 1980.

By: [Signature]
SR. VICE PRESIDENT

ATTEST:

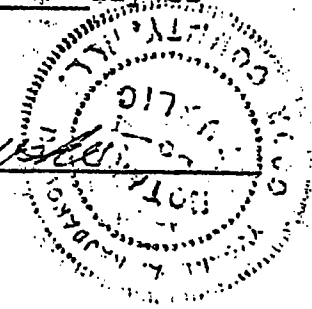
Jeannette Stellmack
ASST. SECRETARY
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for said County and State, do hereby certify that HOWARD I. BASS and JEANNETTE STELLMACK, respectively, of UNITY SAVINGS ASSOCIATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SR. VICE PRESIDENT and ASST. SECRETARY, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of FEBRUARY, 1980.

[Signature]
Notary Public



My Commission Expires:

February 21, 1984

5
25 386 551

all done at Chicago, Illinois this 27th day of February, 1980.

By: Richard Basil
President

ATTEST:

Robert J. Jank
Asst Secretary

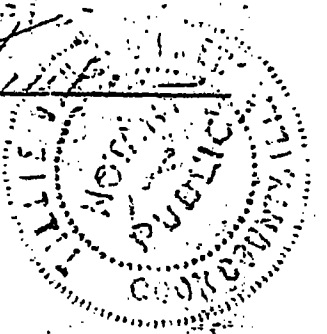


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, The Undersigned, a Notary Public in and for said county and state, do hereby certify that MICHAEL S. RZICH and ROBERT J. JANK, SENIOR VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of FIRST FEDERAL OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SENIOR VICE PRESIDENT and ASSISTANT SECRETARY, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of March, 1980.

William Van Kirk
Notary Public



My Commission Expires:

1-8-83

UNITY SAVINGS ASSOCIATION, holder of a mortgage on the property dated May 12, 1978, and recorded on June 14, 1978, as Document No. 24489490 **, hereby consents to the execution and recording of the within Declaration of Condominium Ownership and agrees that said mortgage is subject to the provisions of said Declaration and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be signed by its duly authorized officers on its behalf; all done

NO PLAT

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1980 MAR 10 PM 2:47

Sidney H. Olson
RECORDER OF DEEDS

25386551

DOCUMENT

HAS BEEN MICROFILMED

SEE JACKET FILE No. 25386551

25 386 551

name to be signed by these presents by its Vice President and attested by its Trust Officer, this 7th day of March, 1980.

FIRST NATIONAL BANK OF DES PLAINES, as Trustee as aforesaid, and not individually

By: [Signature]
~~Trust Officer~~ Vice President

ATTEST:

David A. Raub
Asst. Trust Officer

FIRST NATIONAL BANK OF DES PLAINES

Last Trust # 73711759
UAD Jan. 31, 1977

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against First National Bank of Des Plaines or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

25 386 551
②

FIRST NATIONAL BANK OF DES PLAINES

By: [Signature]
~~Asst. Trust Officer~~ Asst. Trust Off.

Attest: David A. Raub
~~Asst. Trust Officer~~ Asst. Trust Off.

Dated: March 7, 1980

EXHIBIT "D", cont'd.

LEGAL DESCRIPTION OF PARCEL "B", cont'd.:

THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE OF 90.10 FEET;
THENCE SOUTH 35 DEGREES 09 MINUTES 19 SECONDS WEST, A DISTANCE OF
39.83 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE
OF 49.59 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES WEST, A DISTANCE
OF 142.0 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE
OF 170.0 FEET; THENCE NORTH 07 DEGREES 05 MINUTES EAST, A DISTANCE
OF 138.90 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE
OF 186.67 FEET; THENCE NORTH 07 DEGREES 05 MINUTES EAST, A DISTANCE
OF 85.0 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE
OF 211.96 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES WEST, A DISTANCE
OF 137.12 FEET; THENCE SOUTH 47 DEGREES 20 MINUTES 19 SECONDS WEST,
A DISTANCE OF 120.27 FEET TO THE NORTHERLY LINE OF MILWAUKEE AVENUE,
AS ACQUIRED BY THE STATE OF ILLINOIS BY DOCUMENT NUMBER 20979865;
THENCE SOUTH 42 DEGREES 39 MINUTES 41 SECONDS EAST ALONG SAID
NORTHERLY LINE OF MILWAUKEE AVENUE, A DISTANCE OF 76.73 FEET TO A
POINT, SAID POINT BEING 192.01 FEET SOUTHEASTERLY OF THE INTERSECTION
OF SAID NORTHERLY LINE OF MILWAUKEE AVENUE WITH THE WEST LINE OF THE
NORTHEAST QUARTER OF SECTION 32-42-12 AS MEASURED ALONG SAID NORTH-
ERLY LINE OF MILWAUKEE AVENUE; THENCE SOUTH 82 DEGREES 55 MINUTES
EAST, A DISTANCE OF 534.45 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES
WEST, A DISTANCE OF 12.06 FEET; THENCE SOUTH 54 DEGREES 50 MINUTES
41 SECONDS EAST, A DISTANCE OF 69.50 FEET TO THE NORTHWESTERLY
RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY;
THENCE NORTH 35 DEGREES 09 MINUTES 19 SECONDS EAST CONTINUING
ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 75.0 FEET;
THENCE NORTH 54 DEGREES 50 MINUTES 41 SECONDS WEST ALONG SAID
NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 15.0 FEET; THENCE
NORTH 35 DEGREES 09 MINUTES 19 SECONDS EAST ALONG SAID NORTHWESTERLY
RIGHT OF WAY LINE, A DISTANCE OF 230.34 FEET TO THE PLACE OF BEGIN-
NING, ALL IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF PARCEL "C":

THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 42 NORTH, RANGE
12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF
SECTION 32, WHICH IS 519.20 FEET NORTH OF THE CENTER LINE OF
MILWAUKEE AVENUE; THENCE SOUTH ALONG SAID LAST DESCRIBED LINE, A
DISTANCE OF 83.66 FEET; THENCE NORTH 52 DEGREES 05 MINUTES EAST,
A DISTANCE OF 206.57 FEET TO A POINT FOR A PLACE OF BEGINNING OF
THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH 56 DEGREES 28
MINUTES 21 SECONDS EAST, A DISTANCE OF 55.41 FEET TO A POINT;
THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEXED TO THE NORTHWEST
HAVING A RADIUS OF 97.50 FEET, AN ARC LENGTH OF 44.60 FEET (THE
CHORD OF SAID ARC BEARS SOUTH 20 DEGREES 18 MINUTES 20 SECONDS WEST,
44.60 FEET); THENCE SOUTH 07 DEGREES 05 MINUTES WEST ALONG A LINE
BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST
DESCRIBED POINT A DISTANCE OF 192.93 FEET TO A POINT OF CURVATURE;
THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEXED TO THE SOUTHEAST
HAVING A RADIUS OF 137.50 FEET, AN ARC LENGTH OF 252.86 FEET
(THE CHORD OF SAID ARC BEARS SOUTH 59 DEGREES 45 MINUTES 56 SECONDS
WEST, 218.70 FEET) TO A POINT; THENCE SOUTH 50 DEGREES 26 MINUTES
45 SECONDS WEST, A DISTANCE OF 42.89 FEET TO A POINT ALONG THE
NORTHERLY LINE OF MILWAUKEE AVENUE, AS ACQUIRED BY THE STATE OF
ILLINOIS BY DOCUMENT NUMBER 20979865; THENCE NORTH 39 DEGREES
33 MINUTES 13 SECONDS WEST ALONG SAID NORTHERLY LINE OF MILWAUKEE
AVENUE, A DISTANCE OF 184.50 FEET; THENCE NORTH 52 DEGREES 05
MINUTES EAST, A DISTANCE OF 421.59 FEET TO THE PLACE OF BEGINNING,
ALL IN COOK COUNTY, ILLINOIS

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EXHIBIT "D"

TO

DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTILIAN COURTS CONDOMINIUMS

DEVELOPMENT AREA

LEGAL DESCRIPTION OF PARCEL "A":

THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32, WHICH IS 519.20 FEET NORTH OF THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTH ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 83.66 FEET; THENCE NORTH 52 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 489.98 FEET; THENCE SOUTH 37 DEGREES 55 MINUTES EAST, A DISTANCE OF 857.12 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE SOUTH 35 DEGREES 09 MINUTES 19 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 230.34 FEET; THENCE SOUTH 54 DEGREES 50 MINUTES 41 SECONDS EAST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 15.0 FEET; THENCE SOUTH 35 DEGREES 09 MINUTES 19 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 75.0 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING SOUTH 35 DEGREES 09 MINUTES 19 SECONDS WEST ALONG SAID LAST DESCRIBED NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 366.66 FEET TO THE NORTHERLY LINE OF MILWAUKEE AVENUE, AS ACQUIRED BY THE STATE OF ILLINOIS BY DOCUMENT NUMBER 20979865; THENCE NORTH 37 DEGREES 50 MINUTES 10 SECONDS WEST ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE, A DISTANCE OF 90.0 FEET; THENCE NORTH 42 DEGREES 39 MINUTES 41 SECONDS WEST CONTINUING ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE, A DISTANCE OF 471.30 FEET TO A POINT, SAID POINT BEING 192.01 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID NORTHERLY LINE OF MILWAUKEE AVENUE WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32-42-12 AS MEASURED ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE; THENCE SOUTH 82 DEGREES 55 MINUTES EAST, A DISTANCE OF 534.45 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES WEST, A DISTANCE OF 12.06 FEET; THENCE SOUTH 54 DEGREES 50 MINUTES 41 SECONDS EAST, A DISTANCE OF 69.50 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF PARCEL "B":

THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32, WHICH IS 519.20 FEET NORTH OF THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTH ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 83.66 FEET; THENCE NORTH 52 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 489.98 FEET; THENCE SOUTH 37 DEGREES 55 MINUTES EAST, A DISTANCE OF 857.12 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AND A POINT FOR A PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

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FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR CASTILLIAN COURT CONDOMINIUMS

THIS DECLARATION, made and entered into this 17th day of September 1980 by FIRST NATIONAL BANK OF DES PLAINES, not personally, but as Trustee under Trust No. 73711759 (hereinafter referred to as "DECLARANT")

W I T N E S S E T H:

WHEREAS, by the Declaration of Condominium Ownership recorded in the Office of the Recorder of Deeds as Document No. 25378419 (the "DECLARATION"), the Declarant submitted certain real property to the Condominium Act of the State of Illinois (the "ACT"), said condominium being known as CASTILLIAN COURT CONDOMINIUM (the "CONDOMINIUMS"), amended from time to time; and

WHEREAS, under the Declaration, the right is reserved in the Declarant to annex and add certain property to the Parcel and Property described in the Declaration and thereby add said real estate to the Condominium; and

WHEREAS, the Declarant is the legal title holder of and wishes to annex and add to said Parcel of real property and thereby submit to the ACT as part of the Condominium the real estate described on Exhibit "C" attached hereto which includes the real estate heretofore submitted to the ACT.

NOW THEREFORE, the Declarant as the legal title holder of the afore-described property hereby amended as follows:

1. Page One (1) of the Plat of Survey attached as Exhibit "A" to the Declaration be and is hereby considered deleted. Pages Eight (8) through Fourteen (14) inclusive of the surveys appended hereto as Exhibit "A" be and are hereby deemed to be added to the Plat of Survey attached as Exhibit "A" to the aforesaid Declaration as may have been subsequently amended from time to time and the land submitted to the Condominium Act pursuant to the aforesaid Declaration, as amended, shall be deemed to refer to the real estate described on Page Eight (8) of Exhibit "A" attached hereto.

2. The property described herein is hereby deemed to amend the Declaration of Condominium to the extent that it is deemed to be submitted to the provisions of the ACT as part of the Condominium in accordance with and shall be governed in all respects by the terms and provisions of the Declaration.

Prepared by

3. Exhibit "B" attached to the Declaration is hereby amended and superceded in its entirety by Exhibit "B" attached hereto and the respective percentages of ownership in the Common Elements appurtenant to each unit described in Exhibit "B" prior to this Agreement are hereby reduced to the respective percentages set forth in Exhibit "B" as hereby amended.

4. Except as expressly set forth herein, the Declaration as amended shall remain in full force and effect in accordance with its terms.

5. The additional common elements created hereunder are hereby granted and conveyed to the grantees of units heretofore conveyed, all as set forth in this Declaration.

IN WITNESS WHEREOF, the said DECLARANT has caused its corporate seal to be affixed hereto and has caused its name to be signed by these presents
Trust Officer Asst. Trust Officer
by its ~~President~~ and ~~Secretary~~ as aforesaid, upon the date first written.

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HEREIN

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INCORP

(MI)

RIDER IS
INCORP

FIRST NATIONAL BANK OF DES PLAINES

Land Trust # 73711759

U/A/D January 31, 1977

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against First National Bank of Des Plaines or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

FIRST NATIONAL BANK OF DES PLAINES

BY: [Signature]
Trust Officer

Attest: [Signature]
Assistant Trust Officer

Dated: September 23, 1980

E.H. 10-18

<u>UNIT</u>	<u>PERCENTAGE OF INTEREST</u>
E 205	.59155
E 206	.59155
E 207	.77338
E 208	.77338
E 209	.89113
E 210	.90182
E 211	.78412
E 212	.90182
E 213	.90182
E 214	.90182
E 215	.90182
E 216	.90182
E 217	.90182
E 218	.90182
E 219	.78412
E 220	.90182
E 221	.89113
E 222	.77338
E 223	.77338
E 224	.59155
E 225	.59155
E 226	.89113
E 227	.89113
E 228	.89113
E 229	.60225
E 230	.60225
E 231	.78412
E 232	.78412
E 233	.90182
E 234	.91252
E 235	.79482
E 236	.91252
E 237	.91252
E 238	.91252
E 239	.91252
E 240	.91252
E 241	.91252
E 242	.91252
E 243	.79482
E 244	.91252
E 245	.90182
E 246	.78412
E 247	.78412
E 248	.60225
E 249	.60225
E 250	.90182
E 251	.90182
E 252	.90182
E 253	.59798
E 254	.59798
E 255	.76984
E 256	.76984
E 257	.89762
E 258	.90832
E 259	.79084
E 260	.90832
E 261	.90832
E 262	.90832

UNITPERCENTAGE OF INTEREST

E 263	.90832
E 264	.90832
E 265	.90832
E 266	.90832
E 267	.79084
E 268	.90832
E 269	.89762
E 270	.76984
E 271	.76984
E 272	.59798
E 273	.59798
E 274	.89762
E 275	.89762
E 276	.89762

D 151	.77338
D 152	.59155
D 153	.77338
D 154	.77338
D 155	.89113
D 156	.90182
D 157	.78412
D 158	.78412
D 159	.60225
D 160	.78412
D 161	.60225
D 162	.78412
D 163	.78412
D 164	.78412
D 165	.77338
D 166	.77338
D 167	.77338
D 168	.59155
D 169	.78412
D 170	.60225
D 171	.78412
D 172	.78412
D 173	.90182
D 174	.91252
D 175	.79482
D 176	.79482
D 177	.61294
D 178	.79482
D 179	.61294
D 180	.79482
D 181	.79482
D 182	.79482
D 183	.78412
D 184	.78412
D 185	.78412
D 186	.60225
D 187	.76984
D 188	.59798
D 189	.76984
D 190	.76984
D 191	.89762
D 192	.90832
D 193	.79084

THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32, WHICH IS 519.20 FEET NORTH OF THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTH ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 83.66 FEET; THENCE NORTH 52 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 489.98 FEET; THENCE SOUTH 37 DEGREES 55 MINUTES EAST, A DISTANCE OF 464.86 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING SOUTH 37 DEGREES 55 MINUTES EAST ALONG SAID LAST DESCRIBED LINE 392.26 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE OF 90.10 FEET; THENCE SOUTH 35 DEGREES 09 MINUTES 19 SECONDS WEST, A DISTANCE OF 39.83 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE OF 49.59 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES WEST, A DISTANCE OF 142.0 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE OF 170.0 FEET; THENCE NORTH 07 DEGREES 05 MINUTES EAST, A DISTANCE OF 138.90 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE OF 86.67 FEET; THENCE NORTH 07 DEGREES 05 MINUTES EAST, A DISTANCE OF 147.78 FEET; THENCE SOUTH 82 DEGREES 55 MINUTES EAST, A DISTANCE OF 82.50 FEET; THENCE NORTH 07 DEGREES 05 MINUTES EAST, A DISTANCE OF 112.59 FEET; THENCE NORTH 52 DEGREES 05 MINUTES EAST, A DISTANCE OF 78.12 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE NORTH HALF OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 32, WHICH IS 519.20 FEET NORTH OF THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTH ALONG SAID WEST LINE OF THE NORTH-EAST QUARTER OF SECTION 32, A DISTANCE OF 83.66 FEET; THENCE NORTH 52 DEGREES, 05 MINUTES EAST, A DISTANCE OF 206.57 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 283.41 FEET (BEING A COMBINED DISTANCE ALONG SAID LAST DESCRIBED LINE OF 489.98 FEET); THENCE SOUTH 37 DEGREES, 55 MINUTES EAST, A DISTANCE OF 464.86 FEET; THENCE SOUTH 52 DEGREES 05 MINUTES WEST, A DISTANCE OF 78.12 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES WEST, A DISTANCE OF 112.59 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE OF 82.50 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES WEST, 147.78 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE OF 80.0 FEET; THENCE NORTH 07 DEGREES 05 MINUTES EAST, A DISTANCE OF 85.0 FEET; THENCE NORTH 82 DEGREES 55 MINUTES WEST, A DISTANCE OF 211.96 FEET; THENCE NORTH 07 DEGREES 05 MINUTES EAST, A DISTANCE OF 309.46 FEET; THENCE NORTH 56 DEGREES 28 MINUTES 21 SECONDS WEST, A DISTANCE OF 30.61 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEXED TO THE NORTHWEST HAVING A RADIUS OF 72.50 FEET, AN ARC LENGTH OF 33.46 FEET (THE CHORD OF SAID LAST DESCRIBED CURVED LINE BEARING SOUTH 20 DEGREES, 18 MINUTES, 20 SECONDS WEST, 33.16 FEET); THENCE SOUTH 07 DEGREES 05 MINUTES WEST ALONG A LINE BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, A DISTANCE OF 192.93 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEXED TO THE SOUTHEAST HAVING A RADIUS OF 162.50 FEET, AN ARC LENGTH OF 256.66 FEET (THE CHORD OF SAID ARC BEARS SOUTH 52 DEGREES, 19 MINUTES, 52 SECONDS WEST, 230.80 FEET); THENCE SOUTH 50 DEGREES, 26 MINUTES, 45 SECONDS WEST, 45.20 FEET TO A POINT ALONG THE NORTHERLY LINE OF MILWAUKEE AVENUE, AS ACQUIRED BY THE STATE OF ILLINOIS BY DOCUMENT NUMBER 20979865; THENCE NORTH 39 DEGREES, 33 MINUTES, 15 SECONDS WEST ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE, 46.0 FEET; THENCE NORTH 50 DEGREES, 26 MINUTES, 45 SECONDS EAST, A DISTANCE OF 42.89 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEXED TO THE SOUTHEAST HAVING A RADIUS OF 137.50 FEET, AN ARC LENGTH OF 252.86 FEET (THE CHORD OF SAID ARC BEARS NORTH 59 DEGREES, 45 MINUTES, 56 SECONDS EAST, 218.70 FEET); THENCE NORTH 07 DEGREES, 05 MINUTES EAST, ALONG A LINE BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT A DISTANCE OF 192.93 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEXED TO THE NORTHWEST HAVING A RADIUS OF 97.50 FEET, AN ARC LENGTH OF 44.60 FEET (THE CHORD OF SAID ARC BEARS NORTH 20 DEGREES, 18 MINUTES, 20 SECONDS EAST, 44.60 FEET); THENCE NORTH 56 DEGREES, 28 MINUTES, 21 SECONDS WEST, A DISTANCE OF 55.41 FEET TO THE PLACE OF BEGINNING. ALL IN COOK