

**AMENDED AND RESTATED DECLARATION AND BYLAWS  
OF CONDOMINIUM OWNERSHIP  
AND  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR PINE TREE STATION CONDOMINIUM**

THIS DECLARATION made and entered into as a total revision and restatement of the Declaration originally recorded by Chicago Title and Trust Company, a Corporation, as Trustee under Trust Agreement dated December 15, 1972 and known as Trust Number 61205 and not individually and recorded as document A-437504 in Book 2349 at Page 878 in the Recorder of Deeds office of St. Clair County, Illinois.

WHEREAS, there have been several subsequent Amendments to said Declaration, including the Pine Tree Station Condominium's Sixth Declaration Amendment to Exhibit "B" which clarified the method of determining condominium assessments which was recorded in Book 3588 at Page 421 at the Recorder of Deeds Office for St. Clair County, Illinois.

WHEREAS, the original Declaration lacked provisions regarding many issues facing the Condominium Association or did not give specific directions as to how certain matters were to be handled, and

WHEREAS, there were several versions of the Condominium Bylaws and it was not clear that they had ever been approved, dated or duly executed by the Association, and were in conflict with certain provisions in the Declaration, and

WHEREAS, in excess of 75% of the Unit Owners and Mortgage Holders have approved these new provisions contained herein.

NOW, THEREFORE, the Condominium President has hereby executed this Amended and Restated Declaration and Bylaws that have been approved by the required percentage of the Unit Owners whose signed consents will be kept with Association records for at least one year after the recording of this document 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:

Declaration:	This instrument by which the property is submitted to the provisions of the Condominium Property Act of the State of Illinois, and such Declaration as from time to time amended.
Act:	The Condominium Property Act of the State of Illinois, as amended from time to time.
Parcel:	The entire tract of real estate above described.
Building:	The Building containing the Units located on the parcel as more specifically hereafter described in Article II.

Unit: A part of the property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling or such other uses permitted by this Declaration, and having lawful access to a public way.

Common Elements: All portions of the property except the Units.

Unit Ownership: A part of the property consisting of one Unit and an undivided interest in the Common Elements appurtenant thereto.

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

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

Developer: Dean Johnson-Terry McKean Realty Co., Inc. and New York Homes Corporation.

Majority of Unit Owners: The Owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements.

**ARTICLE II**

**CONDOMINIUM CONCEPT**

2.1. Description and Ownership. All Units in the Buildings located on the parcel are delineated on the Survey attached to the original Declaration and all Amendments thereto as Exhibit "A" and made a part of this Amended and Restated Declaration, and are legally described in the instruments adding them to the condominium and the legal descriptions from the original Declaration and Amendments thereto are incorporated herein by this reference.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical boundaries set forth in the delineation thereof in Exhibit "A". The Unit shall include all finished flooring above the subfloor including, but not limited to, wood, tile, carpet and carpet pad. The Unit shall also include all paint, wall coverings, and paneling, on perimeter walls and ceilings, as well as all portions of interior walls (except load bearing portions of such walls. It shall also include all doors, windows, locks, hinges, casements, electrical, plumbing and heating, and air conditioning systems or parts thereof, that exclusively serve one unit, are located inside or outside the Unit boundaries as identified in the Condominium Plat. Such components of the Unit's system shall include, but not be limited to electrical panel, air conditioning compressor, as well as ducts, wires and pipes leading to and from them.

The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown in Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as show on Exhibit "A", and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Act, no Owner shall, by deed plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "A".

2.2. Certain Structures Not Constituting Part of a Unit. No Owner shall own any pipes wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

### ARTICLE III

#### COMMON ELEMENTS

3.1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, patios, carports, roof, structural parts of the Building, faucets not in patios, conduits, wires and other utility installations and such component parts of walls, sub-floors and ceilings as are not located within, together with the outdoor parking areas, driveways, walks, outdoor lighting facilities, landscaping and all other portions of the property not located within the Building.

3.2. 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 in 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. Each Unit's corresponding percentage of Ownership in the Common Elements has been set forth in Exhibit "B" attached hereto, which is the last section added as Section 4, Article IV as amended from time to time.

### ARTICLE IV

#### GENERAL PROVISIONS TO UNITS AND COMMON ELEMENTS

4.1. Submission of Property to "Condominium Property Act". The Property has been submitted to the provisions of the "Condominium Property Act" of the State of Illinois, by the original Declaration as it has been amended from time to time.

4.2. 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, and the use of Limited Common Elements assigned to the Unit (including parking), 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.

4.3. Easements.

(a) Encroachments. In the event that, by reason of the construction, settlement or shifting of the building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners, or, if by reason of the design or construction of utility and ventilation

systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for such use of the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing, provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Owner if it occurred due to the willful conduct of any Owner. If repair or replacement of any easement area causes damage to any Owner's Unit or Common Elements, the Unit Owner or the Association who is responsible for repair of the easement area shall pay for repair of all damage to the Unit or Common Elements damaged in the repair effort.

(b) Utility Easements. The local telephone line provider, Illinois Power Company, Illinois American Water Co., 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 as agreed to in writing by the Developer, or otherwise, which may be determined by the Board who shall retain the right to determine locations if not set forth in formal easements agreements.

(c) Patios, Balconies and Decks. A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the patio, balcony or deck adjoining the Unit; provided, however, that no Owner shall enlarge, alter, decorate, fence, enclose, landscape, adorn or alter such patio, balcony or deck in any manner contrary to such rules and regulations as may be established by the Board of Managers, as hereinafter provided, unless he shall first obtain the written consent of said Board so to do. Faucets that are located in patios are for the exclusive water use of the unit to which the patio is assigned and that unit is responsible for repairs and maintenance of such faucet.

(d) Carport/Garage/Parking. A valid exclusive easement is hereby declared and established for the benefit of each Unit indicated on the Condominium Plat Exhibit "A" to which has been assigned parking space within a carport. Unit Owners shall have the exclusive right to use the garage at the lowest level of the building containing their Unit. When garages are not in use, each Unit Owner shall keep their garage doors closed. No one shall park any vehicle in carports or in open parking areas unless the vehicle is properly licensed, with a current sticker, is in operable condition, and which is not an eyesore in the judgment of the Board due to conditions including, but not limited to, severe body damage, rust, broken windows, or flat tire. No large vehicles rated in excess of 3/4 ton may be parked anywhere on condominium property, except entirely inside a garage except for moving vans when moving of furnishings is taking place, and service vehicles during service calls. The Board shall have the discretion to allow visitors to temporarily park larger vehicles in a designated spot upon application of a Unit Owner. The Board shall have the right to designate handicap parking, visitor parking or other parking areas and to make further traffic and parking rules it deems advisable. The Board shall have the right to issue fines for infractions of any parking or traffic provisions contained herein or any written rules adopted by the Board, and shall have the right to tow any vehicles in violation of parking and traffic regulations after posting notice on the vehicle for 24 hours or without notice if the vehicle is blocking traffic or parking areas.

(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 such obligation to the easements and rights described in any part of this Declaration, shall be sufficient to create and reserve such

easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(f) Foundations. The Association shall maintain all foundations. However, the Unit Owners shall be responsible to damage to flooring, except concrete floors which will be maintained by the Association, carpet, interior drywall, wallpaper, paint, contents or other parts of the Unit and its contents due to a foundation leaking, sewer back-ups, or other water intrusions except to the extent covered by the Association's insurance. However, if there are repeated leaks or intrusions, and if the Association has not made responsible attempts to correct the problem, the Association may be responsible to pay for additional actual damage caused by its failure to take reasonable actions.

4.4. Limited Common Elements. Certain portions of the Common Elements which are for the exclusive use of one or more Units, but less than all Units, shall be deemed Limited Common Elements, including, but not limited to, garages, carports, decks, patios, balconies, awnings. Certain of the Common Elements shall be maintained at the expense of the Unit Owner to which they are assigned, including awnings and garage doors (as well as tracks, bracing and the opening and closing mechanisms). The Association will not maintain the garage door itself. Certain other Limited Common Elements, including the garage doors, outdoor parking spaces, carports, decks, balconies, and patios and porches shall be maintained from the general assessment, except to the extent the maintenance need was due to the negligent or intentional act of the Unit Owner or Unit resident which shall be paid for by the Unit Owner unless the Board makes an insurance claim (and then only to the extent of the insurance recovery).

## ARTICLE V

### ADMINISTRATION

5.1. Administration of Property. The direction and administration of the property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of from three (3) to nine (9) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners or a spouse of an Owner and shall reside on the property; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, if such person resides on the property.

5.2. Organization. The Board of Managers at any time may cause to be incorporated or dissolved a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, to be called Pine Tree Station, Inc. or a name similar thereby, and in such event, such corporation Board of Directors (herein referred to as the "Association") shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the property. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act. Upon the formation of such Association, every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. Amendments to or modifications of this Declaration or such Bylaws must be approved by not less than 75% of the membership of the Association and shall thereafter be deemed approved unless rejected by the record Owners

of mortgages upon more than one-fourth of the Condominium Units, provided however that no Amendment shall be made which is in conflict with the Condominium Act of the State of Illinois.

5.3. Association Bylaws. The Association Bylaws are attached to the Declaration and begin at Article XV.

5.4. General Powers of the Board. The Board for the benefit of all the Owners, shall provide and shall pay for out of the maintenance fund as hereinafter provided for, the following:

(a) Water, waste removal, any professional management fees, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(b) Casualty Insurance. A policy or policies of insurance insuring the Common Elements and the Units against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurance replacement value of the Common Elements and the Units written in the name of, and the proceeds thereof shall be payable to, the Members of the Board, as Trustees for each of the Owners in the percentages established in Exhibit "B". Prior to obtaining any such policy or policies of insurance, or any renewal thereof, the Board, at its election, from time to time may obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Common Elements and the Units for determining the amount of insurance to be effected pursuant thereto. The cost of any and all such appraisals shall be common expenses. Each Owner shall notify the Board in writing of any additions or alterations to his Unit resulting in increased value thereof and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. Upon such notification, such additions or alterations shall be covered by the Association's insurance to the fullest extent provided in the insurance policy. If such additions or modifications cause an increase in insurance rates, or materially affect the insurable value, the insurer shall inform the Board of the amount of such adjustment and it shall be assessed against such Unit Owner(s). All such policies of insurance (1) shall contain standard mortgage clause endorsements in favor of each mortgagee of each Unit, if any, as their respective interests may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Owners elect to sell the property or remove the property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, any Insurance Trustee, the managing agent, if any, their respective employees and agents, and Owners and occupants, and (6) shall contain a "Replacement Cost Endorsement." The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any such loss shall exceed \$15,000.00, the Board upon written demand of the mortgagee of any Unit that has suffered damage may engage the services of an Insurance Trustee as aforesaid. The fees of such Insurance Trustee shall be common expenses, except if demanded by a Mortgagee, in which event the fee for the insurance Trustees shall be borne by the Mortgagee(s) who have requested the Trustee. In instances where the Mortgagee(s) request(s) an insurance trustee, only the portion of proceeds attributable to such Unit(s) shall be placed

into such trust, unless the Board determines to place all proceeds in Trust, in which case all Trust fees shall be paid by the Association. The proceeds of such insurance shall be applied by the Board or by the Insurance Trustee on behalf of the Board for the reconstruction of the building(s), 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 or in any mortgage contained, at all times be subject to the provisions in the Act with respect to the application of insurance prior to reconstruction of the Building(s), provided, however, that if the Board or the Insurance Trustee fails to perform all of the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and the mortgagee or mortgagees are required to avail themselves of their rights under the standard mortgage clause to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said mortgagee or mortgagees shall be applied as directed by said mortgagee or mortgagees.

(c) Comprehensive, Liability and Officer/Directors Insurance. Comprehensive, public liability and property damage insurance in such limits as the Board shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees and the Owners from any liability in connection with the Common Elements or the streets, sidewalks and public spaces adjoining the property. Such insurance coverage shall also cover cross liability claims of one insured against another.

(d) Worker's Compensation Insurance. Worker's Compensation Insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(e) Manager. The services of any person or firm employed by the Board to take over any of the management duties as assigned by the Board must be set forth in a written management agreement. The Board may only employ a manager, at the direction of the voting members having a majority of the total votes at a meeting where a quorum is present. The Board may also employ the services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Unit Ownership. The cost of such management services shall be common expenses. Once the Unit Owners have directed that the Board may employ a manager, the Board shall have the right to select, retain, terminate, and/or replace the manager without further approval of the voting members. Any management agreement shall be subject to termination upon no more than 30 days prior notice of the Association without cause.

(f) Maintenance. The Board shall do landscaping, gardening, snow removal, painting, cleaning, tuckpointing, roof repair, maintenance, decorating, repair and replacement Common Elements, but not including the interior portions of the Units, which the respective Owners shall, at their sole cost, and expense, paint, clean, decorate, maintain, repair and replace, (except to the extent repair of such items are covered by the Association's insurance) and shall buy such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper. The Board shall have the exclusive right and duty to acquire the same for the Common Elements. In regard to snow removal, the Board's duty shall be limited to the snow removal services contracted for. The Board shall not be responsible for removing minor portions of snow and ice not contracted for removal or which forms after the removal operation has been completed and shall not be responsible for removal of snow and ice from Limited Common Elements exclusively serving one Unit, such as, patios, decks, balconies, porches or walks of individual Units. In regard to landscaping, the Board may allow Unit Owners to do certain landscaping around their unit, deck or patio, but all such landscaping shall be subject to removal, trimming and other maintenance by the Association in its sole discretion.

Any cost associated with the Association's work on Unit Owner installed landscaping may be assessed against such Owner. In regard to painting, the Board shall paint the exterior of the doors, windows and Units (designed to be painted) at Association's expense and shall control the color of such paint. However, the Board by written permission, may allow Owners to paint the exterior of doors upon replacement by the Owner or between time of Association painting, so long as the colors match those authorized in writing by the Board.

(g) Purchase of Supplies. The Board is authorized to purchase any materials, supplies, furniture, labor, services, maintenance repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first class condominium complex or for the enforcement of these restrictions.

(h) Liens. Any amount necessary to discharge any Mechanic's Lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of one or more Units of particular Owners, but less than all Owners. Where one or more Owners, but less than all, are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners.

(i) Maintenance and Repair of Any Unit. If such maintenance or repair is necessary in the discretion of the Board, to protect the Common Elements, the Unit, other Units, or any other portion of the Building, and the Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to said Owner, provided that the Board begins undertaking such work, the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair. In emergency situations, no notice shall be necessary, but in such event, the Board shall only undertake repairs necessary to protect the Unit, other Units or the Common Elements.

(j) Easement or Entry to Units. The Board or its agents, upon reasonable written notice, or in the case of an emergency, without notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible for, or to protect any portion or the development from damage. The Board or its agent may likewise enter upon any deck, balcony patio, garage or carport for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damages caused thereby shall be repaired by the Board at the expense of the maintenance fund, unless the work being done is primarily for the benefit of the Unit being worked on, and such work is not work generally assigned to the Association. In such event, some or all costs may be charged as a special assessment against the Owner.

(k) Capital Improvements and Replacements. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand (\$5,000.00) Dollars without in each case the approval of at least two-thirds (2/3) of the number of Units attending a meeting where a quorum is present. However, minor alterations necessitated by capital replacements of major items shall not be subject to such vote unless they radically change the appearance of such items.



(l) Agreements and Contracts. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, manager, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or other persons designated in writing.

(m) Rules and Regulations. The Board, by vote of at least two-thirds (2/3) of the Board members, and without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, including Common Elements and Units, and for the health, comfort, safety and general welfare of the Owners and occupants of the property. Written notice of such rules and regulations shall be given to all Owners and the entire property shall at all times be maintained subject to such rules and regulations. If within thirty (30) days from the date of written notice to the Owners of the adoption of any such rule and regulation, the voting members for at least one-fourth (1/4) the number of Units shall file with the Board a written objection thereto signed by such Owners, then such rule or regulation shall be deemed rescinded until approved by the majority of voting members of the number of Units attending a meeting where a quorum is present.

(n) Employees and Agents. The Board shall have the right of hiring, designating, and removing personnel necessary for the maintenance, repair and replacement of the Common Elements and the Board may engage the services of an Agent to manage the property deemed advisable by the Board upon approval of the Unit Owners as set forth in Article V, Section (4)(e).

(o) Special Assessments. The Board may elect to have the cost of any or all of the goods and services in subsections (a) through (m) above, assessed specially to each Owner in proportion to his use of or benefit from such goods and services. If the goods or services benefit all Owners, they must be assessed in the same proportion as each Unit's payment of general assessments pursuant to Exhibit "B". If they benefit fewer than all Owners, they may be assessed against those Owners benefited, pursuant to a formula adopted for such special assessments by the Board. Special Assessments shall be due within 30 days after the Board sends notice unless a longer period is set forth or unless the Board establishes a periodic payment schedule. The Board may grant the Unit Owners the option to make lump sum or periodic payments, and in such event, offer an incentive for lump sum payments due to the Association's quicker access to such funds. Liens for all special assessments shall have the same priority as regular assessments.

(p) Leasing and Licensing Use of Common Elements. The Board by vote of at least two-thirds (2/3) of the persons on the Board shall have the authority to lease or grant licenses or concessions with respect to any part of the Common Elements, subject to the terms of this Declaration.

(q) Rental of Facilities. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them, but the Board shall be granted the right to rent out the clubhouse, pool or other facilities.

5.5. Liability of the Board of Managers. The members of the Board of Managers and their agents shall not be personally liable to the Owners or other for any mistake of judgment or for any acts or omissions made in good faith as such Board Members or acting as the Board. The Association shall indemnify each of the members of the Board of Managers, their agents and employees against all contractual liability to others arising out of contracts made by the Board of Managers. It is also intended that the liability of any Owner arising out of any contract

made by the Board of Managers; or out of the aforesaid indemnity in favor of the Board of Managers shall be limited to such proportion of the total liability thereunder as his percentage of interest of all the Owners in their Units and in the Common Elements. Nothing in this Declaration shall be construed to make any Unit Owner liable for anything in excess of the Unit Owner's interest in the Unit and Common Elements. Every agreement made by the Board of Managers, or by the managing agent or their employees or agents on behalf of the Owners shall provide that the members of the Board of Managers, or the managing agent, as the case may be, are acting only as agent for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder equal to his percentage of ownership in the Common Elements.

Indemnification of Board members shall not attach to their acts of fraud or malfeasance, or activities clearly in excess of the powers created under the governing documents of the Association including the Declaration, Bylaws and Rules, Regulation, or Policies adopted by the Board. To the extent Officers and Directors insurance covers any claim for indemnity, such insurance shall constitute the full duty for indemnity and any further expenses or damage shall be borne by the individual Board member. The members of the Board may determine the circumstances where indemnity is or is not warranted without disqualification due to any Board member's interest in the indemnity. A court of competent jurisdiction shall have the final authority to determine actions of a Board member for which indemnity is not warranted.

## ARTICLE VI

### ASSESSMENT- MAINTENANCE FUND

6.1. Budget. Each year on or before December 1<sup>st</sup>, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, 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 15<sup>th</sup> 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. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before January 1<sup>st</sup> of the ensuing year, and the 1<sup>st</sup> 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 (1/12) of the assessment made pursuant to this paragraph. On or before April 1<sup>st</sup> of each calendar year 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 and short of the actual expenditures plus reserves. Such accounting shall be prepared by a Certified Public 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 one-third (1/3) of any net shortage shall be added, according to each Owner's percentage of ownership in the Common Elements, to the installments due in each of the succeeding three (3) months after rendering of the account.

6.2. Reserves. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including

non-payment of any Owner's assessment, the Board may at any time levy a further assessment which shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements. The Board shall service notice of such further assessment on all Owners by a statement in writing giving the amount and reason therefor and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

6.3. Initial Partial Year Budget. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (1) of this Article.

6.4. Unit Owners Duty to Pay Assessments When no Notice Given. 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 no more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.5. Financial Record Keeping and Unit Owner Review Rights. 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 payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Manager or the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.6. Funds Held Jointly for Owners. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for the 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 required 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".

6.7. Late Fees, Defaults, Liens. Any Condominium assessment, special assessment, or other charge which is due on the first day of the month is late if not received by the tenth of the month, and a late fee of \$10.00 per month shall also be due even without notice from the Board of imposition of such fee. The Unit Owners may change the amount of the late fee at any Unit Owners meeting by majority vote of those present without further amendment to this Declaration.

If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, 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 as hereinafter provided; and there shall be added to the amounts due to the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision of any

delinquent and of any Statute or law now or hereafter 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 any action brought in the names 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 Act; provided, however, that encumbrances owned or held by any Bank, Insurance Company or Savings and Loan Association shall be subject to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts as conveyance of any interest in the Unit Ownership, or has a Receiver appointed to a suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance.

6.8 Assessments Pursuant to Percentage of Ownership in Exhibit "B". Notwithstanding anything herein to the contrary, the Trustee shall be assessed, according to the aggregate percentage of ownership in the Common Elements for all Units it owns that are not occupied, only for that portion of the "estimated cash requirement", that related to the estimated costs and expenses that will be required irrespective of the number of Units occupied, excluding from such estimate by way of illustration and not limitation, the cost of water and garbage collection, and also excluding any reserves for contingencies and replacements. The Trustee's ultimate liability for maintenance expenses actually incurred and paid under Paragraph (1) of this Article VI, and for extraordinary expenditures under Paragraph (2) of this Article VI, shall be similarly computed.

6.9. Amendments to Article VI. Amendments to this Article VI shall only be effective upon unanimous, written consent of the Owners and their mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

## ARTICLE VII

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

7.1. Single Family Occupancy. No part of the property shall be used for other than housing and related common purposes for which the property was designed. Each Unit (or any two or more adjoining Units used together) shall be used as a residence for a single-family occupancy or such other accessory uses permitted by this Declaration and for no other purpose. Single family use shall be limited to occupancy by close family members including spouses, children, brothers, and sisters, parents, grandparents, grandchildren, or to no more than 3 unrelated individuals sharing the entire premise without subdividing it into more than one living space. For purposes of this definition, aunts, uncles, cousins and more distant relatives shall be deemed to be unrelated individuals subject to limitations that not more than two such persons may reside with any family. Occupancy shall further be subject to density provision of applicable municipal or county occupancy limitations, which may also be enforced by the Association as a covenant. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and

from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

7.2. Obstructions. 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 hereinafter expressly provided. Each Owner shall be obligated to decorate, maintain and keep in good order and repair his own Unit and the Limited Common Elements which the Unit Owner is responsible for maintaining. Obstructions to Common Elements shall include, but not be limited to, pet houses, pet runs, playground equipment, sheds, clothesline, toys, bikes, motorcycles (except in designated parking spaces), fences, trellises, and statues. The Board, by policy, may allow flower pots, and seasonal or holiday decorations around Units, but may designate the time period for such items to remain and may order that such items be removed if they become worn or unsightly.

7.3. Prohibition Against Activities That Increase Insurance. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Unit, the Building or contents thereof, or change the category of coverage from applicable residential use, without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

7.4. Unit Owner Insurance. Each Owner shall be responsible for his own insurance on any improvements to the Unit not reported to the Association for adjustment of its insurance value of the complex and in such event must be paid by the Unit Owner as a special insurance together with 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.

7.5. No Attachments To Exterior Of Building. Owners shall not cause or permit anything to be placed on the outside walls or roof of the Building and no sign, awning, canopy, shutter, radio, television antenna, or satellite dish shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board. However, Unit Owners shall be allowed to place satellite dishes, and T.V. antennas on their Limited Common Element, patios, decks and balconies, including the railings, in the event the equipment complies with the size requirements set forth in the Federal Telecommunications Act, without such Board permission. Even if a Unit Owner is unable to receive a signal by placing the dish or antenna on the Unit Owner's exclusive Limited Common Element, the Unit Owner may not put a dish or antenna on the exterior wall or roof without the prior express written consent of the Board to do so.

7.6. Neutral Window Treatments Required. The use and the covering of the interior surfaces of the windows and glass doors appurtenant to the Units of the Building, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board. All window coverings not in place at the date of recording of this document must be white, off white or light beige showing to the exterior of the Unit.

7.7. Pets. 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 each Unit shall be allowed to have a total of 2 dogs, or 2 cats, or one of each or other small household pets permanently kept inside the Units. All pets allowed hereunder are still subject to rules and regulations adopted by the Board. Animals may not be kept, bred, or maintained for any commercial purpose. Any

such pet causing or creating a nuisance or unreasonable disturbance including, but not limited due to, noise, odor, viciousness, being allowed to roam loose, failure of the Owner to immediately pick up pet feces, or other cause, shall be permanently removed from the property upon ten (10) days written notice from the Board. Pets may not be left unattended when the Owner is not home on any patio, deck or balcony, and shall not be tied, penned up or chained in carports or in any other Common Element of the Association,

7.8. Peace Disturbance, Nuisance. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become any annoyance or nuisance to the other Owners or occupants. This specifically includes, but is not limited to, playing music, radio, stereo, T.V., computer or other device where such sound is clearly audible in another Unit after 10:00 p.m. or prior to 6:00 a.m. Even during the day, such sounds shall not be above a reasonable level in other Units.

7.9. Structural Changes Need Board Approval. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. No modification of Units that in anyway affects the exterior may be done without express Board authorization, including, but not limited to, window replacements, door replacements and addition of storm windows or doors.

7.10. No Laundry Outside. 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 free and clear of rubbish, debris and other unsightly materials.

7.11. Patio, Deck and Balcony Use. There shall be no bicycles, vehicles, benches or chairs on any part of the Common Elements without Board approval, which may be withdrawn at any time, except that personal property may be stored in the storage area that may be designated for that purpose. Patio, deck and balcony areas may be used for their intended purpose as outdoor recreational areas with outdoor furniture and play equipment, but are not intended for storage. A limited amount of firewood may be stored in such areas in accordance with Board regulations, so termites, ants and other pests do not damage buildings. Such areas shall also be kept neat and clean and rusted or broken furniture or play equipment, dead plants or other unsightly items must be promptly removed upon notice to do so by the Board.

7.12. Prohibition On Business Use. 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. However, a resident may maintain a home office so long as no employees, customers, client suppliers, delivery persons regularly call on the Unit or work at the Unit and so long as no manufacturing, warehousing are conducted on the premises.

7.13. Sign Regulation. No "For Sale" or "For Rent" Signs, 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. This includes signs that are hung inside windows viewable from the exterior. For sale and For Rent signs under this limitation shall include vehicle sales, and any type of rummage sale, estate sale, auction, or other type of sale where signs direct or inform anyone of the existence or location of such sale. The Board may allow certain temporary signs and may adopt rules regarding the display and/or removal of such signs.

7.14. Common Element Modifications. After completion of construction of the

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

7.15. Incidental Use. The Unit restrictions in Paragraphs (7.1) and (7.12) of this Article VII shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining his personal professional records or accounts therein; or (b) 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 (7.1) and (7.12) of this Article VII.

## ARTICLE VIII

### SALE, LEASING OR OTHER ALIENATION

8.1. Sale or Lease. Any Owner who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than ten (10) days (prior written notice of the terms or any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require including, but not limited to, the closing date, as well as the name, address and phone number of the firm handling the closing, names of family members or other residents, identity of vehicles, pets, employers and emergency numbers. The members of the Board acting on behalf of the other Owners shall at all times have the right to block or delay the purchase or lease until such Unit ownership information is provided and lease limitations are complied with. If the Owner (or lessee) fails to close said proposed sale or lease transaction within ninety (90) days, the Unit Ownership shall again become subject to the Board's right for information until Unit Owner or the Closer obtains such updated information. The Board shall not be required to provide information regarding the status of fees until the information has been provided.

8.2. Rental Restrictions. No more than 4 Units may be rented out at any one time except for hardship rentals set forth in Section 3 below. In order to administer the provisions of the section, the Board shall maintain a master list of all Units rented out and at such time as 4 Units are rented out, the Board shall also maintain a priority waiting list of Unit Owners who desire to rent their Units and at such time as a Tenant moves out of one of the Units being rented out, the Unit Owner at the top of the Priority Waiting List shall be given notice that such Owner shall have the right for 90 days to seek a Tenant. In the event such Unit Owner does not locate a Tenant within such period, such Unit Owner's right to rent out the Unit shall cease and such Unit Owner shall be placed at the end of the Priority Waiting List, and the next Unit Owner on the list shall be informed of the 90 day opportunity to rent the Unit.

(a) Tenancy Change. Once a Tenant has rented one of the Units available for rent (totaling no more than 4), the Tenant shall have the opportunity to stay as long as the Tenant and his Unit Owner/Landlord can agree to continue to the tenancy, and such original Tenant may have successive co-tenants. However, at such time as the original Tenant no longer regularly stays at or resides at the Unit, any co-tenant who was not an original Tenant shall lose the right to reside in the Unit and shall be required to vacate the Unit. Thereafter, the first Unit Owner on the Priority Waiting List shall be informed of the 90 day opportunity to rent their Unit.

Any Unit Owner in violation of this section shall be deemed to have appointed the Board as the Unit Owner's agent to bring an action for eviction. Under any alternative action as determined by the Board, the Unit Owner shall reimburse the Board for its reasonable attorney's fees and expenses.



(b) Tenants Bound by All Rules and Regulations. All leases and rentals shall be subject to all the requirements, restrictions, provisions, Rules and Regulations of the Association even if not set forth in the lease. If a Tenant is damaged because of a Unit Owner renting out the Unit in violation of the Rental Limitations or other provisions the Tenant may have recourse against the Unit Owner, but shall have no cause of action against the Association, the Board or their employees and agents. Rental restrictions in this article shall not apply to relatives of the Unit Owner occupying the Unit or if the Unit Owner is also occupying the Unit as his primary residence.

8.3. Hardship Rental Provisions. If a Unit Owner has to temporarily move out of their Unit due to hardship, due to personal or professional reasons, such as temporary transfer, caring for relatives or friends, for health reasons, and the Unit Owner intends to return and re-occupy the Unit within 2 years of the date occupancy was terminated, the Unit Owner may apply to the Board for a Hardship Rental for the two year period. The Board shall have absolute discretion in approving or not approving such Hardship Application for no more than 2 Units at any one time. A Unit Owner who has been granted a Hardship opportunity to rent the Unit may apply for one extension of up to 2 additional years which may be granted or not granted, in the sole discretion of the Board. In no event shall any Hardship rental have more than one extension. All lease or rentals approved for Hardship shall inform the Tenant prior to the Tenant's occupancy of the time limitation of the hardship rental and such Tenant shall not have the same rights as Tenants in the 4 Units subject to regular rentals. The Board's rights to evict the Tenant shall be governed by the same rights and procedures as set forth for the regular rentals.

#### 8.4. Involuntary Sale.

(a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to the Board of his intention to do so, whereupon members of the Board acting on behalf of the other Owners shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said the Board does not exercise option within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI hereof.

8.5. Exercise of Option. The Board, by the affirmative vote of at least two-thirds (2/3) of the Board Members, and upon not less than fifteen (15) days' prior written notice thereof to all the Owners, may exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein. The Board or its duly authorized representative, acting on behalf of the Owners, by the affirmative vote of at least two-thirds (2/3) of the Board Members, and upon not less than fifteen (15) days, prior written notice thereof to all the Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Owner living or deceased, which said sale is held pursuant to an Order or direction of a Court. The written notice to all the Owners shall set forth the terms of the option to be exercised by the Board or it shall set forth a maximum price which



the Board or its duly authorized representative is authorized to bid and pay for said Unit Ownership or interest therein. If within said fifteen (15) days the voting members for at least one-fourth (1/4) of the number of Units shall file with the Board a written objection to any such action by the Board, then such option shall be deemed released and shall not be exercised by the Board. The Unit Ownership or interest therein which is subject to such option may thereupon be sold, conveyed, leased, given or devised free and clear of the provisions of this Article. This option shall not be deemed as a General Right of First Refusal on regular sales of Units.

8.6. Proof of Termination of Option. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article VIII as hereinbefore set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00), without a majority vote of the Unit Owners at a meeting where a quorum is present.

8.7. Financing of Purchase Under Option.

(a) Acquisition of Unit Ownerships or any interest therein under the *provisions* of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in Section 6.7 of Article VI hereof.

(b) The members of the Board, in their discretion may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the Unit Ownership Or interest therein to be acquired.

8.8. Title to Acquired Interest. Unit Ownership or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of Section (8.7a) of this Article.

## ARTICLE IX

### DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

9.1. 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 shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within thirty (30) days after said damage or destruction, the Owners elect either to sell the property as hereinafter provided in Article XI hereof or to withdraw the

property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of Ownership in the Common Elements as set forth in Exhibit "B", after first paying out of the share of each Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

9.2. Insufficient Insurance. In the event the property or the improvement 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 ninety (90) days after said damage or destruction, the provisions of the Act in such event shall apply.

9.3. Extent of Repair, Restoration or Reconstruction. Repair, restoration, or reconstruction of the improvements as used in this Article means 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.

## ARTICLE X

### PARTIAL CONDEMNATION

10.1. Notwithstanding anything in this Declaration to the contrary, in case the Building containing Units is taken by exercise of the power of eminent domain, except as to any compensation specifically allocated or awarded to the Unit Owners whose Units are not located in the Building so taken or as to any compensation allocated or awarded to each Unit Owner whose Unit is in the Building so taken, the entire award or proceeds shall be divided among the Owners of the Units in the Building so affected by such condemnation in the proportion that each such Unit Owner's percentage of ownership in the Common Elements bears to the total percentage of ownership in the Common Elements of all the Units in the Building so taken, after first paying out of the share of each such Owner the amount of any unpaid liens on his Unit or caused by him to be placed on any other portion of the property. Upon receiving his share of the award or proceeds as aforesaid, all interest of each such Unit Owner in the Property shall terminate and each such Unit Owner agrees to execute all documents that may be deemed necessary or desirable to effect such termination of interest, including, without limiting the generality of the foregoing, such documents that may be necessary: to withdraw the property from the Act for the purposes of resubmitting to the Act that portion of the property not so taken. Where the Building is permanently eliminated from the Condominium as a result of condemnation, the interests of the remaining Unit Owners in the Common Elements so eliminated from the Condominium shall automatically terminate and their interest in the remaining Common Elements shall be automatically increased to a percentage equal to the ratio each remaining Unit's percentage of ownership in the Common Elements prior to such increase bore to the sum of the percentages of ownership in the Common Elements of all remaining Units prior to such increase. An amended declaration shall be filed of record reflecting the changes in the percentage of the Common Elements and such amended declaration when filed of record shall relate back to a time immediately prior to the taking or destruction aforesaid.

## ARTICLE XI

### SALE OF THE PROPERTY

11.1. The Owners by affirmative vote of at least 75% in the aggregate in interest of the undivided ownership of the Common Elements, by written vote or at a meeting duly called for such purpose may elect to sell the property 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 Section 2 of Article XIV of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form that may be necessary to effect such sale, provided, however, that any Owner who did not vote in favor of such action and who has filed written objection thereto with the Board, within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, the two so selected shall select a third, and the fair market value, as determined by the majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

## ARTICLE XII

### REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

12.1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section:

(a) to enter upon that part of the property where such violation or breach exists, including the inside of Units, and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Trustee, or its beneficiaries, or their successors or assigns, or the Board, or its agents shall not thereby be deemed guilty in any manner of trespass; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with 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 maximum legal rate until paid, shall be charged to and assessed against such defaulting 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 upon the Unit Ownership of such defaulting 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. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

(c) to levy fines for violations of any provisions of the Declaration, Bylaws, Rules, Regulations and Policy of the Association. In addition to other remedies available to the Board. The Board shall give the Unit Owner in violation notice of it's intent to levy a fine and the amount of the fine and instructions as to how the Unit Owner can contest the fine, and to have a hearing

before the Board. Such notice must be in writing and mailed or personally hand delivered. Unless a fine for a particular offense has been set, the fine shall be \$50.00 for the first offense, \$75.00 for the second offense, and \$100.00 for the third and subsequent violations of the same provision. If a violation continues for 30 days, for each 30-day period, there shall be a subsequent violation and fine. The Unit Owners, by majority vote by the Unit Owners at a Unit Owners meeting where a quorum is present, may change the fine schedule. However, the change shall only affect fines assessed after the date of passage. The Unit Owner must be given 10 days after the date the notice was sent to contest the imposition of the fine and request a hearing. A fine is final after a hearing or written contest, or if no contestment is made, 10 days after notice of the fine was sent. The fine shall then be due at the time of the next monthly assessment and shall have the same priority as other assessments.

12.2. Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that the right, title and interest of the 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 establish, except the Court shall enjoin and restrain the defaulting Owner from re-acquiring his interest in the property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs, Court Reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of the proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Section 4, Article VIII hereof, 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 provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

### ARTICLE XIII

#### PRIORITY OF LIENS AND ASSESSMENTS

13.1 Priority Under Illinois Law Automatic Lien. It is the intent of this Declaration that all charges of the Condominium Association including regular assessments, special assessments, fines, fees and late charges have the highest priority allowed under Illinois Condominium law and that the lien will attach as soon as the charges are incurred. The recording of this Declaration shall be notice of such lien; however, the Association shall have the further right to record a notice of lien with the Recorder of Deeds office in St. Clair County, Illinois. The Association shall have the right to charge a preparation fee in addition to the filing fee and the fee to release the notice of lien which may be included in the notice of lien. To the extent allowed by law, the provisions of this Article shall control if there are conflicts between this Article and any of the other provisions of the Declaration and Bylaws.

13.2. Collection Costs Part of Lien. If any Unit Owner shall fail or refuse to make any

payment of the common expenses or the amount of any unpaid fine when due, the amount thereof together with any interest, late charges, reasonable attorney fees incurred enforcing the covenants of the condominium instruments, rules and regulations of the Board of Managers, or any applicable statute or ordinance, and costs of collections shall constitute a lien on the interest of the Unit Owner in the property prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other State or Federal taxes which by law are a lien on the interest of the Unit Owner prior to pre-existing recorded encumbrances thereon, and (b) encumbrances on the interest of the Unit Owner recorded prior to the date of such failure or refusal which by law would be a lien thereon prior to subsequently recorded encumbrances. Any action brought to extinguish the lien of the Association shall include the Association as a party.

13.3. Priority and Requirements for Mortgages and Deeds of Trust on Units. With respect to encumbrances executed prior to August 30, 1984 or encumbrances executed subsequent to August 30, 1984 which are neither bonafide first mortgages nor trust deeds and which encumbrances contain a statement of a mailing address in the State of Illinois where notice may be mailed to the encumbrancer thereunder, if and whenever and as often as the Manager or Board of Managers shall send, by United States Certified or Registered Mail, return receipt requested, to any such encumbrancer at the mailing address set forth in the recorded encumbrance a statement of the amounts and due dates of the unpaid common expenses with respect to the encumbered unit, then, unless otherwise provided in the Declaration or Bylaws, the prior recorded encumbrance shall be subject to the lien of all unpaid common expenses with respect to the Unit which become due and payable within a period of ninety days after the date of mailing of each such notice.

13.4. Foreclosure of Lien. The purchaser of a condominium unit at a judicial foreclosure sale, or a mortgagee who receives title to a unit by deed in lieu of foreclosure or judgment by common law strict foreclosure or otherwise takes possession pursuant to court order under the Illinois Mortgage Foreclosure Law, shall have the duty to pay the unit's proportional share of the common expenses for the unit assessed from and after the first day of the month after the date of the judicial foreclosure sale, delivery of the deed in lieu of foreclosure, entry of a judgment in common law strict foreclosure or taking of possession pursuant to such court order. Such payment confirms the extinguishment of any lien created pursuant to paragraph (2) or (3) of this subsection by virtue of the failure or refusal of a prior unit owner to make payment of common expenses, where the judicial foreclosure sale has been confirmed by order of the court, a deed in lieu thereof has been accepted by the lender, or a consent judgment has been entered by the court.

13.5. Filing of Suit to Foreclose. The lien for common expenses shall be in favor of the members of the Board of Managers and their successors in office and shall be for the benefit of all other unit owners. Notice of the lien may be recorded by the Board of Managers. Upon the recording of such notice of lien or upon filing of a Petition in Court, the lien may be foreclosed by an action brought in the name of the Board of Managers in the same manner as a mortgage of real property.

13.6. Power to Bid at Foreclosure Sale. The members of the Board of Managers and their successors in office, acting on behalf of the other unit owners, shall have the power to bid on the interest so foreclosed at the foreclosure sale, and to acquire and hold, lease, mortgage and convey it.

13.7. Mortgage Holder's Right to Assessment Information. Any encumbrancer may from time to time request in writing a written statement from the manager or Board of Managers setting forth the unpaid common expenses with respect to the unit covered by his encumbrance. Unless the request is complied with within 20 days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of the encumbrance. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to the unit, and upon payment the encumbrancer shall have a lien on the unit for the amounts paid at the same rank as the lien of his encumbrance.

13.8. Unit Owners Liability Limited to Interest in Unit. The owner of a unit shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board of Managers of the Association other than for mechanic's liens as set forth in this Section. Each unit owner's liability for any judgment entered against the Board of Managers or the Association, if any, shall be limited to his proportionate share of the indebtedness as set forth in this Section, whether collection is sought through assessment or otherwise. A unit owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his unit, or caused by his own conduct. Before conveying a unit, a developer shall record or furnish purchaser releases of all liens affecting that unit and its common element interest which the purchaser does not expressly agree to take subject to or assume, or the developer shall provide a surety bond or substitute collateral for or insurance against such liens. After conveyance of such unit, no mechanic's lien shall be created against such unit or its common element interest by reason of any subsequent contract by the developer to improve or make additions to the property.

13.9. Mortgage Holders Required to Provide Address for Notices. Each mortgagee or other lienholder of the unit of a common interest community or of a unit subject to the Condominium Property Act shall provide an address to the unit owners' association at the time the lien or mortgage is recorded at which address such unit owners' association shall send notice to such mortgagee or lienholder of any eminent domain proceeding to which the association thereafter becomes a party. If the mortgagee or lienholder has not provided an address for notice purposes to the association, then such notice shall be sent to all mortgagees or lienholders which are named insureds on the master policy of insurance which exists or may exist on the common interest community or unit subject to the Condominium Property Act.

## ARTICLE XIV

### GENERAL PROVISIONS

14.1. Liberal Construction. The provision of this Declaration and Bylaws shall be liberally construed to allow the Board of Managers all latitude in operating the complex and courts shall give all deference possible to the Board's interpretation unless clearly wrong as a matter of law.

14.2. Copies of Governing Documents. 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 may charge for such copies.

14.3. Notices. Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to the Board or Association, at 1229 N. 17<sup>th</sup> St., Belleville, Illinois 62226 and to any Owner at the address of the building in which his Unit is located (indicating thereon the number of the respective Unit), or at such other address as herein provided. The

Association 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 also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. 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.

14.4. Deceased Owners. 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.

14.5. Automatic Inclusion of Provisions. Each grantee of the Trustee, by the acceptance of a deed of conveyance, or each purchaser under an Agreement for Condominium Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all right, 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.

14.6. No Waiver. 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.

14.7. Amendments and Limitations on Certain Amendments. The provisions of Article III, Article VI, Article X, this Paragraph 7 of Article XIV and Article XV of this Declaration, may be changed, modified or rescinded only 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 bonafide liens of record against any Unit Ownerships. Except as otherwise provided in Article XIII, no other provision of this Declaration may be changed, modified or rescinded except by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the Board and the Owners having at least three-fourths (3/4) of the number of Units 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 bonafide liens of record against any Unit Ownership, no 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 St. Clair 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 Act.

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

14.9. Rules Regarding Perpetuities. 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 relies 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 incumbent President of the United States.

14.10. Construction. 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. The Board shall have the right to interpret this and all other Association documents.

14.11. Trusts. 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 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 any such titleholding 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 beneficial interest of any such trust or transfers of title of such Unit Ownership.

14.12. Grandfather Provision. The Trustee reserves the right to and shall cause to be recorded at such time as the Building is 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 the Building, and containing any other modifications deemed necessary by Trustee and not inconsistent with the Act. Any situation that exists at the time of recording this Amended and Restated Declaration and which was permitted under the prior Declaration, but is not permitted under this Declaration, shall be allowed to continue without being subject to any enforcement action. Unit Owners may put the Board on notice by writing the Board, either prior to or within 3 months, after recording of the Declaration. However, pre-existing statutes that were in violation of the former Declaration may have enforcement actions based on the new provision of the Amended and Restated Declaration.

14.13. General Provisions. 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 representation, covenants, undertakings and agreements herein made on the part of the Trustee are nevertheless each and everyone of them, made and intended not as personal 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 Chicago Title and Trust Company 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.



## BYLAWS OF PINE TREE STATION CONDOMINIUM

### ARTICLE XV - CORPORATE STATUS

15.1 Combination of Association and Corporation. These Bylaws constitute the code of rules adopted by PINE TREE STATION INC., a Not for Profit Corporation, for the regulation and management of its affairs and the affairs of the Pine Tree Station Condominium Association which organizations have been combined as one entity upon incorporation.

15.2 Purposes and Powers. This Corporation shall have the purposes or powers as may be stated in its Articles of Incorporation in the Declaration and Bylaws of the Association as amended from time to time, and such powers as are now or may be granted hereafter by the General Not for Profit Corporation Act and Condominium Act of the State of Illinois, or any successor legislation. In the event that the corporation is dissolved or forfeited, the Pine Tree Station Condominium Association shall continue, as successor to the Corporation and these Bylaws shall remain in full force and effect for the unincorporated association.

The primary purpose of this Corporation is to form an association of all owners of units in Pine Tree Station Condominium, 1229 North 17th Street, Belleville, Illinois, in order to provide a convenient means of administering the operation, management, maintenance, and use of the condominium property pursuant to the Declaration of Condominium Ownership as recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois as part of the same document as these Bylaws.

### ARTICLE XVI - OFFICES AND AGENCY

16.1 Principal and Branch Offices. The principal office of this Corporation in Illinois will be located at such place as the Board of Directors from time to time may designate by resolution. In addition, the Corporation may maintain other offices either within or without the State of Illinois as its business requires.

16.2 Location of Registered Office. The registered office of this Corporation, PINE TREE STATION INC., will be the same as its principal office, 1229 North 17th Street, Belleville, Illinois. The address of the registered office will be identical with the office of the Registered Agent of this Corporation. Such office will be continuously maintained within the State of Illinois for the duration of this Corporation. The Board of Directors may from time to time change the address of its registered office by duly adopted resolution and submission of the appropriate statement to the Secretary of State's Office.

16.3 Registered Agent. The Registered Agent of this Corporation may be either an individual, resident in the State of Illinois, or a domestic or foreign corporation, authorized to act as such agent. Such an agent will be continuously maintained by this Corporation in the State of Illinois. A new Registered Agent may be appointed if the office of such agent becomes vacant for any reason, or such agent becomes disqualified or incapacitated to act, or if the Corporation through the Board of Directors revokes the appointment of such agent by duly adopted resolution. The new appointment will be made by duly adopted resolution of the Board of Directors and submission of the appropriate statement to the Secretary of State's Office. Such Registered Agent will be recognized as an agent of this Corporation on whom any process, notice, or demand required or permitted by law to be served on a corporation may be served.

16.4 Resignation of Registered Agent. The Corporation will not recognize the resignation of any Registered Agent appointed by it unless it receives a copy of such agent's

resignation as sent to the Secretary of State, such copy to be sent to the Corporation by registered or certified mail, addressed to the principal office of the Corporation as it is known to such agent, and directed to the attention of the Secretary, such copy to be sent within five (5) days after the date of filing of the statement with the Secretary of State; and such statement of resignation will be acceptable only if it discloses the effective date of resignation to be not less than sixty (60) days nor more than ninety (90) days after the date, of such filing

## ARTICLE XVII - MEMBERSHIP

17.1 Definition of Membership. The Members of this Corporation are those persons having membership rights in accordance with the Declaration of Condominium Ownership and in accordance with the provisions of the Articles of Incorporation and these Bylaws and shall hereinafter also be called Unit Owners for each Unit.

17.2. Class of Members. This Corporation will have one class of Members that shall consist of the Unit Owners. However, Unit Owners may be treated differently in certain circumstances if they are not current in payment of fees or if they are not residents of the Units.

### 17.3 Qualifications of Members.

(a). The qualifications and rights of the Unit Owner are as follows: Members must be owners of condominium units as described in the Declaration of Condominium Ownership recorded herewith in the office of the Recorder's Office of St. Clair County, Illinois.

(b) Limitation on Voting. Unit Owners shall only be in good standing and allowed to vote on the Board of Managers elections and other general matters at Unit Owner meeting if they have paid all the assessments up to the month prior to the month in which such meeting is held. Even members not in good standing shall be allowed to vote on Declaration and Bylaw Amendments.

17.4 Place and Quorum of Unit Owner Meetings. Such meetings will be held in the clubhouse at 1229 North 17th Street, Belleville, Illinois or at such other place in St. Clair County Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members for at least 40% of the number of Units shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members for at least 51% of the number of Units represented at such meeting. No matters may be voted on formally unless notice of such vote is contained in the meeting notice or agenda sent with the meeting notice. However, informational straw polls or advisory votes may be conducted at meetings even if not on the agenda or notice, but such votes shall not bind the Board. In the event no quorum is present at a meeting, the President shall have the sole discretion to allow voting to be conducted and sealed so that voting may be continued on the date the meeting is rescheduled and persons who have attended the original meeting are not required to attend the rescheduled meeting to have their votes count.

17.5 Annual Unit Owners Meetings. The annual meeting of the Unit Owners shall be held upon a minimum of ten (10) days written notice and a maximum of thirty (30) days written notice. There shall be an annual meeting of the voting members on the first Tuesday of November or other date determined by the Board or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

17.6 Special Unit Owners Meetings. Meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of the Unit Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by majority of the Board or signed by the Unit Owners of at least 20 percent of the Units and delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

17.7 Notice of Unit Owners Meetings. Written or printed notice, stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes of which the meeting is called, must be delivered not less than ten (10) nor more than thirty (30) days before the date of the Unit Owners meeting, either personally or by regular mail, at the direction of the Board of Managers for Special Meetings called by the Unit Owners by such Unit Owners calling the meeting, to each Unit Owner. If mailed, the notice will be deemed to be delivered when deposited in the United States mail addressed to the Unit Owner at his address as it appears on the Association's records with postage prepaid.

17.8 Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote on behalf of the Unit at any meeting of the Unit Owners. Such person shall be known and hereinafter referred to as the "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at a Unit Owners meeting and (those constituting a group acting unanimously) may vote to take any other action as a voting member either in person or by proxy. Except as otherwise required by the terms of this Declaration or the Act, the total number of votes of all voting members shall be equal to the total number of Units on the property, and each Owner or group of Owners shall be entitled to one vote per Unit. In the event any one of the co-owners of a Unit vote, and such vote is not immediately challenged when cast, it shall conclusively be deemed as valid vote of such Unit Owner group. If a Unit's vote is protested, only a pre-registered voting member may vote. If there is not written notice of the voting member available, and the co-Owners of a Unit cannot agree on the vote, the vote shall be deemed to be an abstention on all issues. In all elections for the Board of Managers each Unit entitled to vote will have the right to cumulate such vote(s) and to give one candidate a number of votes equal to such vote multiplied by the number of Directors to be elected, or to distribute the multiple votes on the same principle among as many candidates as the Member may think fit. Each Unit shall be entitled to one equally weighted vote regardless of the percentage of Ownership in the Development held by such Unit, except on votes regarding Amendments to the Declaration and Bylaws which shall be done by percentage of ownership.

17.9 Proxy Voting. A Unit may vote either in person or by proxy executed in writing by the Member or other Owner of the Unit if the voting member does not vote or by his duly authorized attorney in fact. No proxy will be recognized as valid after the meeting for which it is intended unless expressly provided otherwise in the proxy. The Board may send out proxies either in the form of a proxy authorizing the Board Secretary to vote as directed by the proxy, or for Board of Manager elections by a ballot, so long as some system is used to assure each Unit votes only once and so long as the Unit can withdraw any proxy or ballot mailed in by attending the meeting where the vote is taking place. Proxies to be voted by the Board Secretary shall be counted as an abstention on all other matters where no direction is given. Unit Owners may in the alternative execute a general proxy that designates a specific person to cast the vote of the Unit on all matters that come before the Unit Owners at a meeting as the person acting as proxy deems fit. Such general proxies may not be sent out with meeting notices or other Association

funded mailings, but may be solicited and voted by Board members or any Unit Owner in their individual capacities. General proxies must be signed by the Unit Owner and presented to the Secretary prior to the start of the meeting.

17.10 Election by Mail. In the election of Board of Managers or regarding other matters, such election may, at the discretion of the Board, be conducted by mail according to any procedure instituted and adopted by resolution of the Board of Managers.

17.11 Transferability of Membership. Membership in this Corporation is nontransferable and nonassignable, except in the event that the member ceases to be an owner of a condominium unit at PINE TREE STATION in which event the purchaser of said unit shall automatically succeed to the membership in question. However, any new Owner shall be required to inform the Board immediately upon transfer of the Unit and provide the Board with the information required in Article VII of the Declaration before the Owner shall be entitled to voting rights.

17.12 Termination of Membership. Membership in the Association will terminate in this Corporation on sale or other transfer of the Unit.

## ARTICLE XVIII

### BOARD OF MANAGERS

18.1 Definition of Board of Managers. The Board of Directors of the Corporation shall be referred to as the Board of Managers and is that group of persons vested with the management of the affairs of the Condominium Association and of the Corporation as long as the Association remains a corporation in good standing.

18.2 Qualification of Board Members. The qualifications for becoming and remaining a of the Condominium Association and the Corporation are as follows:

(1) Board Members must be Unit Owners in the Condominium Association of this Corporation and must have paid all assessments including fines and assessments of damages through the month prior to the date of the election. If the person is not paid in full through such date, the name may not be placed on any ballot or be placed in nomination. However, the Board shall promptly inform the person of his disqualification and allow the person to immediately pay the back fees until any filing deadline previously established by the Board to be placed on ballots or proxies sent out prior to the meeting. If the candidate does not do so, the name may not be placed on the ballot or proxy.

(2) Board Members must be residents at 1229 N. 17<sup>th</sup> Street, Belleville, Illinois 62226. If there is a question about residency, the Unit Owner's voting address shall be conclusive proof of residency. If there is not voting registration, the residency address on the federal and Illinois state tax returns from the prior year may establish residency if the address of the complex is the primary residence on such forms.

18.3 The Number of Board Members. The number of Board Members of this Corporation will be six (6) unless the Unit Owners at any Unit Owners meeting where a quorum is present vote by two-thirds of the Unit Owners present to increase or decrease the number of Board members. In no event shall the authorized number of Board members exceed 9 or be less than 3. Any expansion or contraction of the Board will be effective at the election following such vote, but not at the same meeting. Ties will be broken by the presiding officer.

18.4 Terms of Managers. The Board of Managers shall be elected pursuant to the Bylaws and the Declaration of Condominium Ownership recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois and shall each serve a term of 2 years unless they are elected to a partial term.

18.5 Nomination. The Nominating Committee shall solicit and submit a list of persons willing to be nominated as Board members for election at the annual meeting. Nominations may also be sent to the Nominating Committee by any Unit Owner or made from the floor by any Member who is present at the meeting. The new Directors shall be elected at the annual meeting and assume their responsibilities in the month following said meeting.

18.6 Vacancies. Vacancies on the Board of Directors shall temporarily be filled by appointment by the remaining Board members. Recommendations of the Nominating Committee may be, but are not required to be, sought from the Nominating Committee by the Board for a Unit Owner appointed temporarily by the Board to fill a portion of an unexpired term. That person shall serve only until the next annual election. At such meeting an election shall be held for the partial term remaining. Such term or terms shall be filled by the person receiving the next highest vote totals after all full terms have been filled by persons receiving more votes.

18.7 Regular Board Meetings. The Board of Managers shall meet at least quarterly and shall generally meet monthly, unless the Board votes to skip the meeting.

18.8 Board Meeting Notice. Notice and Agendas of Board meetings will be sent by regular mail or hand delivered and to the extent possible, at least 5 days prior to the meeting and with the minutes from the previous meeting.

18.9 Special Board Meetings. Special meetings of the Board may be called by order of the President or upon written request of three (3) Directors. Special meetings will be held in accordance with the policies established from time to time by the Board. Such meetings may be conducted without the notice requirements for any regular Board meetings and may be conducted by phone, including a series of phone calls. Such special meeting conducted by phone shall be for the sole purpose of conducting business on an emergency basis or where time is of the essence. No other business may be conducted at special meetings unless the Directors get at least 5 days prior notice.

18.10 Annual Board Meeting. The Board shall hold an annual business meeting at the Board meeting following the Annual Unit Owners meeting which shall be open to the Unit Owners and during which the election of Board officers for the coming year shall be conducted and necessary business transacted.

18.11 Quorum At Board Meetings. One member more than one-half of the duly elected Board Members shall constitute a quorum for a Board meeting by attending in person or by telephone. No Board member may give a proxy for voting at a Board meeting.

18.12 Voting At Board Meetings. Each Board member present, except the person presiding, shall be entitled to cast one equal vote. In case of a tie, the person presiding shall be entitled to cast one vote. Except as otherwise provided in these Bylaws, all questions shall be decided by a simple majority of the members entitled to vote. Ex-officio members are not entitled to vote.

18.13 Resignation. If any Member of the Board shall fail to attend three (3) consecutive or six (6) total regular Board Meetings in a calendar year without prior notice that he could not attend (or in an emergency situation, that the majority of other Board members determine constitute sufficient justification for not notifying the Board of the absence in advance) the Board

may, after consultation with such Director, consider the Board Member to have resigned and that the Board position to be vacant and may proceed to fill such vacancy by temporary appointment until the Annual Board election after adoption of appropriate resolution. All absences without prior notice, all absences with prior notice, and all absences excused due to emergency granting such change, shall be noted in the Minutes of each meeting. A Board member automatically resigns upon sale of the Board member's Unit.

18.14 Removal of Board Member. Any duly elected Board Member may be removed, with, or without cause if approved by a vote of 2/3 of all the Units at a meeting where the Board member(s) proposed for removal have an opportunity to speak. Notice of the removal vote must be set forth in the meeting notice or agenda sent out for such meeting.

18.15 Votes of the Unit Owners. The Board shall follow any directions of a majority of Unit Owners voting on such matter where the vote was clearly set forth in the Meeting Notice so long as such direction does not violate the Illinois Condominium Statutes, other general state or local statutes and ordinance, or the provisions of this Declaration and Bylaws in the opinion of the Board and its attorney. Other votes at Unit Owner meetings shall be deemed as advisory in nature and shall not bind the Board.

## ARTICLE XIX

### OFFICERS

19.1 Officers. The Officers shall be a President, Secretary and Treasurer, and/or such other officers that the Board may direct.

19.2 Election and Term of Office. All officers shall be elected annually by the Board from among the Board members of the new Board after the Board member election at the Annual Board meeting. They shall assume office at the monthly Board meeting following the Annual Board meeting, and serve for a term of one year unless re-elected to the office. No one may hold the same office for more than two consecutive one-year terms. In the event that any officer shall die, resign, be incapacitated, sell his Unit, or for some other reason be unable or unwilling to carry out the duties of the office, a Special Election shall be held at a regular or special Board meeting to replace the officer. Any present officer may assume the additional duties of the office.

19.3 Duties. The President shall preside at all meetings of the Unit Owners and the Board of Managers. The President shall perform the usual duties of the office and be an ex-officio member of all committees with the exception of the Nominating Committee. The President shall appoint Board members or other Unit Owners to chair the nominating committee and to chair other standing committees such special committees as are designated by the Board. The President shall sign all contracts, agreements and legal documents on behalf of the Association. The President shall continue to serve as an ex-officio Board Member for the year following the end of the term as President if the President is not serving a term as an elected Board Member. As an ex-officio Board Member the former President shall have no vote, but shall be invited to all Board meetings and participate in all discussions.

19.4 Vice President. The Vice-President's office shall be optional with the Board members each year, but if the office is filled, the Vice President shall perform the duties of the President in the absence or inability of the President to temporarily discharge the duties of the office and shall perform other such duties as designated by the Board.

19.5 Secretary. It shall be the duty of the Secretary to prepare minutes of the regular,

special Board meetings, and Executive Committee meetings of the Board of Managers, as well as to prepare Minutes for Unit Owners meetings. The Secretary shall be responsible for registration of Unit Owners at Unit Owner meetings, and for casting proxy votes designating the Secretary, the Board or that designates no person to act as proxy.

19.6 Treasurer. It shall be the duty of the Treasurer to assume general responsibility for the Association's funds and accounts. Financial statements and other reports or accounts shall be given to the Board of Directors at the monthly board meeting. The Treasurer shall make certain that the books are reviewed or examined periodically by a certified public accountant, an enrolled agent licensed to practice before the IRS or the Professional Manager if one has been hired. A full independent audit shall be conducted at least every three years or more often as determined by the Board.

19.7 Office Vacancy. Any office, which becomes vacant for any reason, shall be filled by the Board of Managers by election for a period until the next annual officers election.

#### **ARTICLE XX - INFORMAL ACTION**

20.1 Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of the General Not for Profit Corporation Act, the Articles of Incorporation of this Corporation, the Condominium Declaration or these Bylaws, a waiver of such notice in writing signed by the person or persons entitled to notice, whether before or after the time stated in such waiver, will be deemed equivalent to the giving of such notice. It shall also be deemed to be a waiver of notice if the Board member attends the meeting without protest or fails to protest the lack of notice within seven days after receiving notice.

20.2 Action by Consent. Any action required by law or under the Articles of Incorporation of this Corporation or these Bylaws, or any action which otherwise may be taken at a meeting of either the Unit Owners or Board of Managers may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the necessary percentage of the persons entitled to vote and adopt the action with respect to the subject matter of such consent. Board elections, however, may not be conducted by consent. Such consent will have the same force and effect vote as the meeting and shall be recorded in the same manner as Meeting Minutes and filed with the Minutes.

#### **ARTICLE XXI - COMMITTEES**

21.1 Standing Committees. There shall be the following standing committees:

- A. Executive Committee
- B. Finance Committee
- C. Nominating Committee

The Board of Managers from time to time may authorize and appoint such other committees, with such membership, powers, and duties as may be deemed necessary or advisable in conducting the business, activities and affairs of the PINE TREE STATION INC.

All committees shall be accountable to the Board and shall report at Board meetings. Unless otherwise specified, committee members shall be recommended by the President and approved by the Board.

21.2 Executive Committee. The Executive Committee shall consist of the President, Vice-President (if any), Secretary, and Treasurer. The Executive Committee shall have powers

granted it by the Board of Directors. The Executive Committee shall have the power to make decisions on behalf of the Board in emergency situations. A majority of the Executive Committee shall constitute a quorum. The Executive Committee may meet by phone including a series of phone calls and no prior notice shall be necessary to call emergency meetings.

21.3 Finance Committee. The Finance Committee shall have charge of and be responsible for all of the financial affairs of the service. The Finance Committee shall consist of and be chaired by the Treasurer and as many other persons as the Board of Directors designates. It shall do long range planning and shall be responsible for studying the long term capital replacement, and capital repairs and advise the Board regarding reserve contributions, pre-budget planning regarding operating expenses for the coming year and under each other responsibility as assigned by the Board.

21.4 Nominating Committee. The Nominating Committee shall be selected by the Board of Managers and shall consist of three (3) members. The members of the Nominating Committee shall serve for a term of one (1) year beginning one month after the Board election and continuing through the Annual Board Election.

The Nominating Committee shall solicit, recruit and nominate persons for election to the Board of Managers each year. The committee shall send out notices that nominations are open and the time period that nomination will remain open in order for names to be placed on preprinted ballots/proxies to be sent out with the meeting notice or agenda. Nominations will be presented at the Annual Unit Owners Meeting followed by the election of Board members.

The duties of the Nominating Committee shall be:

A. To nominate a sufficient number of Unit Owners to run for all vacant seats on the Board of Managers. The Nominating Committee shall accept nominations from all qualified and interested parties, but may seek nominations from qualified candidates even if there are enough nominees applying for all positions on the Board.

B. To determine if each nominee meets residency requirements and that they have paid all of their fees through the month preceding the Annual meeting.

C. To assist with voting sign in and vote counting.

## **ARTICLE XXII - COMPENSATION**

22.1 Compensation. The Board of Managers and Officers of the Corporation shall not be compensated for their work and shall not personally benefit in any way from the proceeds derived by the Service for gifts, bequests and grants made for the purpose of fulfilling the functions of the Service. However, Board members, upon Board approval, may be reimbursed for all out of pocket costs made on behalf of the Association. This includes copying costs, costs of supplies, cost of gas, or other expenses, but no Board member shall receive any remuneration for acting as an officer or director.

## **ARTICLE XXIII - FINANCES**

23.1 Finances. All funds received by the Service shall be credited to the Service and placed in depositories approved by the Board of Directors.

23.2 Checks. All checks drawn by the Corporation shall be co-signed by at least one authorized individual including the Treasurer, the President, the Manager (if any), the Secretary



or the Vice-President, unless the Board by unanimous resolution specifically authorizes one of the above individuals (except the manager) to sign without a counter signature.

23.3 Audit. The accounts of the Corporation shall be reviewed by a Certified Public Accountant or an enrolled agent employed by the Board of Managers. The Board shall have the right to determine each year what extent of review or audit should be undertaken, but a full audit must be performed at least every 3 years.

23.4 Bonding and Insurance. The Board of Managers may authorize the bonding of any persons having access to the funds of the Corporation. The Board of Managers shall ensure that appropriate and adequate liability insurance shall be carried by the Corporation.

23.05 Gifts, Devises, and Bequests. Any Bookkeeping Service or Manager shall be empowered to receive and administer gifts, devises, and bequests for the support of its work and for the promotion of its purposes as herein set forth, subject to such terms and conditions as shall be required under the Wills or Deeds of donors.

#### ARTICLE XXIV – AUTHORITY

24.1 Conduct of Meetings. The President of the Association shall preside over and govern the meetings of the Unit Owners and the Board of Managers. In the absence of the President, the Vice President (if any), shall preside; if none, such other Board member as selected by the President. Meetings shall be conducted in a semi-formal manner with motions made and votes recorded on all major items. The President or the President's designee shall act as Parliamentarian regarding any disputes arising during any meeting. In all cases in which they are applicable requirements and procedures may not be inconsistent with these Bylaws.

#### ARTICLE XXV - AMENDMENTS

25.1 Amendments. These Bylaws may be amended by the following procedure: Amendments submitted to the Board at a regular meeting. Amendments shall be voted on at the next regular meeting. A majority vote of the Board membership shall be required to pass any amendment. Once adopted by the Board, Amendments shall be submitted to a vote of the Unit Owners and must be adopted by a simple majority of Unit Owners attending a meeting where a quorum is present voting by percentage of ownership.

These Bylaws shall become effective immediately following their adoption by a majority vote of the Unit Owners and recording of the same with the St. Clair County, Illinois Recorder of Deeds.

#### ARTICLE XXVI - OPERATIONS

26.1 Fiscal Year. The fiscal year of this corporation will be the calendar year.

26.2 Execution of Documents. Except as otherwise, provided by law, checks, drafts, promissory notes, orders for the payment of money, and other evidences of indebtedness of the Corporation will be signed by the Treasurer and countersigned by the President. Contracts, leases, or other instruments executed in the name of and on behalf of the Corporation will be signed by the President and may be countersigned or attested to by the Secretary, and Resolutions of the Board of Managers must be signed by the Directors voting in favor of such Resolution or be certified by the Secretary attesting to their proper execution.

26.3 Books and Records. This Corporation will keep correct and complete books and records of account, and will also keep minutes of the meetings and proceedings of its Unit

Owners and Board of Managers. The Corporation will keep at its principal office a record giving the names and addresses of the voting members. Any written direction on all the Owners of a Unit, which is delivered to the Board at least 48 hours prior to a meeting, may change the designated voting member of the Unit. If there is a disagreement between co-owners of a Unit, only the vote of the voting member shall be valid. If no protest is made prior to or at any meeting, the vote of any Owner of the Unit or proxy appointed by any Owner shall be deemed valid.

26.4 Inspection of Books and Records. All books and financial records of this Corporation may be inspected by any Member, or his agent or attorney, for any proper purpose at any reasonable time which shall be within 30 days of the date the request is made. The Unit Owner shall submit the request in writing specifying the record being requested. The Board may charge for administrative time needed to research and turn over of records, as well as for any copies requested. No Unit Owner shall have the right to review other Unit Owner's files or disciplinary files.

26.5 Not for Profit Operations. This Corporation will not have or issue shares of stock. No dividend will be paid, and no part of the income of this Corporation will be distributed to its Unit Owners, Board or Officers. The Corporation may not pay any compensation to Unit Owners, Members, Officers, or Board members for services rendered in such capacity. However, if any Unit Owner does work or provides services beyond services required by the Declaration and Bylaws, reasonable compensation may be paid only if there is a prior written agreement approved by the Board in which the provision status is set forth. No Director or officer may participate in discussions or vote on any agreement to which they have a direct or indirect interest and must disclose any direct or indirect relationship such Board member or officer or any of their family members have to any organization providing goods or services to the Association.

26.6 Loans to the Association. The corporation shall have the power to borrow money and to pledge future assessments to secure such loan upon consent of two-thirds of all the Board members. Such loans shall be limited to paying for major capital replacements, and repairs and not for capital improvements or for normal operating expenses. No portion of the property may be pledged as collateral for any loan without the written consent of two-thirds (2/3) of all Unit Owners. This Corporation will make no loans to any of its Board members or Officers.

## **ARTICLE XXVII - PRIORITY OF BYLAWS**

27.1 Priority. These Bylaws consisting of Articles are designed to supplement the Declaration of Condominium Ownership and of easements, restrictions and covenants for PINE TREE STATION CONDOMINIUM, recorded in the Office of the Recorder of Deeds of St. Clair County Illinois to which these Bylaws are attached. Said Declaration of Condominium Ownership and of easements, restrictions and covenants for PINE TREE STATION CONDOMINIUM, controls the operation and management of the Common Elements and each of the units of said condominium. In any absolute conflict between these Bylaws and the Declaration, the Declaration shall control. However, when there are inconsistencies, such inconsistencies shall be resolved giving due meaning to both documents.

Certification of Adoption. The undersigned, Jeanne Fraser, as President of the Pine Tree Station Condominium Association does hereby certify that the Owners of Pine Tree Station Condominium, in excess of two-thirds of all the Units, approved this "Amended and Restated Declaration and Bylaws, and Easements, Restrictions and Covenants for Pine Tree Station Condominium" and that their written consent forms will be retained for one year from the date of recording. All mortgage holders of Units approved by either returning consent forms in favor of

the Amendment or by failing to return forms voting against the "Amended and Restated Declaration and Bylaws and Easements, restrictions and Covenants for the Pine Tree Station Condominium" which were sent to each mortgage holder with a summary of changes.

BY: Jeanne Fraser  
President, Jeanne Fraser

Attest: Janet Herratin  
Secretary

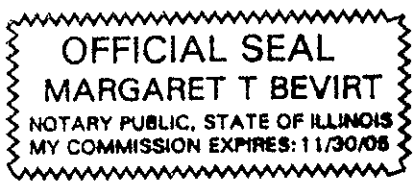
DATE: June 3, 2002

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF ST. CLAIR        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jeanne Fraser, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as their own free and voluntary act and of said Company, for the uses and purposes therein set forth; and the said Jeanne Fraser did also then and there acknowledge that as custodian of the corporate seal of said Company did affix the said corporate seal of said Company to said instrument as her own free and voluntary act of said Company for the uses and purposes therein set forth.

Margaret T. Bevirt  
Notary Public

My Commission Expires: 11/30/05



**EXHIBIT "A"**

No changes have been made to the Condominium Plat and Survey filed with the original Condominium Declaration and prior Amendments thereto so please refer to original documents regarding questions to do with Exhibit "A".

EXHIBIT "B"

THIS EXHIBIT WAS AMENDED BY THE  
SIXTH AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
PINE TREE STATION CONDOMINIUM  
AND IS RESTATED HERE FOR CONVENIENCE OF THE UNIT OWNERS

UNIT NUMBER	PERCENTAGE INTEREST IN THE COMMON ELEMENTS	PERCENTAGE OF ASSOCIATION COMMON EXPENSES TO BE PAID BY EACH UNIT
1	2.27	2.5
2	2.16	2.5
3	2.83	2.5
4	2.16	2.5
5	2.27	2.5
6	2.83	2.5
7	2.16	2.5
8	2.27	2.5
9	2.27	2.5
10	2.83	2.5
11	2.83	2.5
12	2.27	2.5
13	2.83	2.5
14	2.83	2.5
15	2.27	2.5
16	2.83	2.5
17	2.83	2.5
18	2.27	2.5
19	2.83	2.5
20	2.83	2.5
21	2.83	2.5
22	2.83	2.5
23	2.83	2.5
24	2.16	2.5
25	2.83	2.5
26	2.83	2.5
27	2.27	2.5
28	2.27	2.5
29	2.83	2.5
30	2.27	2.5
31	2.83	2.5
32	1.86	2.5
33	2.27	2.5
34	2.83	2.5
35	2.16	2.5
36	1.86	2.5
37	2.27	2.5
38	2.83	2.5
39	2.16	2.5
40	2.31	2.5
	100.00	100.00

This Exhibit conforms the Condominium Declaration to the historic assessment computation used since the inception of the Pine Tree Station Condominium.