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RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR BELLES TERRES MASTER HOMEOWNERS ASSOCIATION (A MASTER ASSOCIATION CONSISTING OF THE BELLES TERRES CONDOMINIUM BUILDINGS 1050/1060; 1100/1120, AND 1110.)

RECORDED

DEC 30 PM 2:45
[Signature]

This Restated Declaration is made and entered into this 23rd day of NOV, 1993, by the BELLES TERRES HOMEOWNERS ASSOCIATION, now known as Belles Terres Master Homeowners Association ("ASSOCIATION"), an Illinois not-for-profit corporation.

WITNESSETH:

WHEREAS, the Association is the legal titleholder of the common areas of a development consisting of real estate legally described in attached Exhibit A hereto ("Development") upon which is presently constructed as shown on Exhibit F ("Site Plan"):

- (a) One sixty-four (64) unit condominium building consisting of one integral structure commonly known as 1050 N. Farnsworth Avenue, Aurora, Illinois;
- (b) One sixty-four (64) unit condominium building consisting of one integral structure commonly known as 1060 N. Farnsworth Avenue, Aurora, Illinois;
- (c) One forty-eight (48) unit condominium building consisting of one integral structure commonly known as 1110 N. Farnsworth Avenue, Aurora, Illinois;
- (d) One sixteen (16) unit condominium building consisting of one integral structure commonly known as 1100 N. Farnsworth Avenue, Aurora, Illinois;
- (e) One sixteen (16) unit condominium building consisting of one integral structure commonly known as 1120 N. Farnsworth Avenue, Aurora, Illinois; and,
- (f) Certain common parking and recreational facilities, and other improvements ("Common Areas"); and,

WHEREAS, the Development has been owned and operated as a condominium project and has been governed by the provisions of the Illinois Condominium Property Act ("Act"); and,

WHEREAS, the Development was initially subjected to a grant of easements, conditions and restrictions under a certain Declaration of Easements, Covenants and Restrictions for Belles Terres Homeowners Association ("Declaration") dated September 21, 1979, and recorded September 28, 1979, as Document Number 1521878, and amended and re-recorded on May 27, 1980, as Document Number 1544072 with the Kane County, Illinois Recorder of Deeds; and,

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Prepared By + Return TO:
Goldsmith, Thelma et al.
PO Box 40 6200
Aurora IL 60507

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WHEREAS, the Association is incorporated under the laws of the State of Illinois as a not-for-profit corporation, for the purpose of exercising the functions herein; and,

WHEREAS, the Association has acted as an umbrella association controlling and administering the Common Areas, as hereinafter further defined, pursuant to authority granted by the Declaration; and,

WHEREAS, there are also three (3) condominium associations (Building Associations) controlling and administering the Common Elements of their respective buildings; and,

WHEREAS, the Association and the Building Associations have experienced difficulties in administering the Common Areas and Common Elements since they have four (4) different boards, multiple meetings, four (4) separate budgets, separate rules, and otherwise manage the Development in an inefficient manner; and,

WHEREAS, the Association and Building Associations believe they can better manage the Development and achieve economies and cost savings by common budgeting, management and administration; and,

WHEREAS, the Association and Building Associations consider the most efficient means for achieving their common objectives to be the delegation of certain powers and authority from the Building Associations to the Association as reconstituted as a master association under the provisions of the Act; and,

WHEREAS, the Building Associations have amended their respective declarations of condominium ownership ("Building Association Declarations") to transfer the authority necessary to the Association to act as a master association under Section 18.5 of the Act; and,

WHEREAS, by restating the Declaration the Association is adopting the necessary authority to assume responsibility for these delegated powers as a master association; and,

WHEREAS, this Restated Declaration preserves the separate ownership interests of the Unit Owners in the Common Areas and Common Elements by restating the separate percentage interests as contained in the Declaration and Building Association Declarations in the Common Areas and Common Elements; and,

WHEREAS, the Association desires and intends that the Unit Owners, Tenants, mortgagees, Occupants, and other persons hereinafter acquiring any interest in the aforesaid real estate, shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to facilitate the proper administration of the real estate and the improvements thereof and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof; and,

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WHEREAS, the Association has established by the Declaration for its own benefit and for the mutual benefit of all future owners, tenants and occupants of the aforesaid real estate, or any part thereof, certain easements or rights in, over, under, upon and along said real estate and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof, which easements, covenants, and restrictions are meant to continue to run with the land and are being restated herein.

WHEREAS, the Unit Owners of the Association have met on 11-23, 1993, after proper notice and voted by greater than a two-thirds (2/3) vote to amend the Declaration by adopting this Restated Declaration and, pursuant to Section 7.02 of the Declaration, ten (10) days prior to the recording of this Restated Declaration, notice of the amendment has been given to all mortgagees of record.

NOW THEREFORE, the Association declares as follows:

**ARTICLE I
DEFINITIONS**

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

1.1 ACT. The Condominium Property Act of the State of Illinois, as amended from time to time.

1.2 DEVELOPMENT. All of the land, buildings, property and space comprising the real estate described in Exhibit A and Section 2.01 hereof.

1.3 COMMON AREAS. All of the Development, except those portions of the Development submitted to the Act, as legally described on attached Exhibit E hereto; the Common Areas were formerly known as "Common Properties and Facilities" under the Declaration.

1.4 BUILDING. The buildings commonly known as 1050, 1060, 1110, 1100 and 1120 N. Farnsworth Avenue, Aurora, Illinois, as legally described in Exhibit B.

1.5 UNIT. A part of the Development within a Building and designed and intended for any independent residential use.

1.6 PARKING SPACE UNIT. A part of the Development within a Building and designed and intended for use and occupancy as a parking space for a single automobile.

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1.7 UNIT OWNERSHIP. A part of the Development consisting of one (1) Unit and including, in some cases, one (1) Parking Space Unit in a Building and an undivided interest in the Common Elements appurtenant thereto.

1.8 COMMON ELEMENTS. The Property submitted to the Act, under the Building Association Declarations, excepting the Units and Parking Space Units, as such terms are defined in the respective Building Association Declarations.

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

1.10 UNIT OWNER. Any Person or Persons, whose estates or interests, individually or collectively, comprise fee simple absolute ownership of a Unit and/or Parking Space Unit.

1.11 TENANT. Any Person or Persons who have executed a written lease for a Unit and/or Parking Space Unit with a Unit Owner.

1.12 OCCUPANT. Person or Persons, other than a Unit Owner or Tenant, in possession of a Unit and/or Parking Space Unit.

1.13 ASSOCIATION. BELLES TERRES MASTER HOMEOWNERS ASSOCIATION, formerly known as Belles Terres Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.

1.14 MEMBER. All Unit Owners as provided in Section 5.01 hereof.

1.15 BYLAWS. The provisions for the administration of the Development, including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation, all as by separate instrument adopted by the Board of Managers of the Association set forth and are attached as Exhibit C to this Restated Declaration, or as may be from time to time duly amended.

1.16 COMMON EXPENSES. The proposed or actual expenses affecting the Development, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Areas, and Common Elements.

1.17 CONDOMINIUM INSTRUMENTS. All documents, and authorized amendments thereto, recorded pursuant to the provisions of the Act, including any Building Association Declarations, bylaws, and plats.

1.18 RESERVES. Those sums paid by Unit Owners, which are separately maintained by the Board, as hereinafter defined, for the purposes specified by the Board, or Building Association instruments.

1.19 VOTING MEMBER. One Person with respect to each Unit Ownership designated by the Unit Owner or by proxy, as permitted, who shall be entitled to vote at any meeting of the Unit Owners.

1.20 BOARD. The parties duly elected pursuant to the Bylaws who are vested with the authority and responsibility of administering the Development.

1.21 BUILDING ASSOCIATION. The Belles Terres Condominium Association Building 1050/1060, the Belles Terres Condominium Association Building 1110, and Belles Terres Condominium Association Building 1100/1120.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

2.1 LEGAL DESCRIPTION. The Development which is and shall be held, transferred, sold, conveyed and occupied subject to this Restated Declaration, as legally described in attached Exhibit A hereto.

2.2 MERGERS. In the event of the assignment of powers and duties by Building Associations to the master association as permitted by the Act or in the event of a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations, may, by operation of law, be transferred to another master association, surviving association or consolidated association. The surviving, consolidated or master association may administer the covenants and restrictions established by this Restated Declaration relating to the property referred to in Section 2.1 above, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Restated Declaration within the Development.

2.3 EXERCISE OF CERTAIN POWERS OF THE BUILDING ASSOCIATIONS. This Association shall have all the powers and authority granted under the Act and delegated to it by the individual Building Associations. Such powers shall include, but not be limited to, the authority to: (1) adopt rules covering the Common Areas and Common Elements, (2) approve a consolidated budget; (3) establish Reserves for each Building; (4) maintain common books and records; (5) exercise common management of the Common Areas and Common Elements and (6) levy and collect assessments to pay for Common Expenses .

**ARTICLE III
EASEMENTS**

All easements granted by the Declaration are restated herein, as follows:

3.1 GENERAL INGRESS AND EGRESS. The easement for ingress and egress to and from public roads is hereby restated and declared upon, over and along the Common Areas for the benefit of the Development and all Owners, Tenants and Occupants in the Development, members of their immediate families, guests and other invitees.

3.2 EASEMENT FOR COMMON AREAS. An easement on the land denominated herein as the Common Areas is hereby restated and declared for the purpose of maintaining thereon facilities to be used and enjoyed for recreational, parking and/or other purposes by all Unit Owners, Tenants and Occupants in the Development, members of their immediate families, guests and other invitees.

3.3 ACCESS TO COMMON AREAS. An easement for ingress and egress to and from that portion of the Common Areas hereafter utilized for recreation, parking and/or other facilities is hereby restated and declared upon, over and along the remainder of the Common Areas for the benefit of the Development and all Unit Owners, Tenants and Occupants in the Development, members of their immediate families, guests and other invitees.

3.4 SCOPE OF ACCESS EASEMENTS. The easements of ingress and egress upon, over and along the Common Areas created pursuant to Sections 3.1 through 3.3 shall be with respect to the entire Common Areas.

3.5 EASEMENTS FOR BUILDINGS. Easements for the use, maintenance, repair and replacement of those portions of any Buildings which would otherwise constitute an encroachment or encroachments upon the Common Areas, including, but not limited to, overhanging eaves and balconies and underground foundations, are hereby restated and declared upon, over and along such Common Areas for the benefit of such Buildings.

3.6 EASEMENTS FOR BUILDING MAINTENANCE. Easements for the temporary use of the Common Areas in connection with the maintenance, repair and replacement of any Buildings and Units and Parking Space Units are hereby restated and declared upon, over and along such Common Areas for the benefit of all Unit Owners, Tenants and Occupants in the Development, members of their immediate families, guests and other invitees.

3.7 EASEMENTS FOR BUILDING UTILITIES. Easements for the use, maintenance, repair and replacement of utility improvements which exclusively serve any one or more Buildings and which are not maintained by such utility companies are hereby restated and declared over, under and along the Common Areas for the benefit of those Units served thereby.

3.8 EASEMENTS TO RUN WITH THE LAND. All easements and rights described in the Declaration and restated herein are easements appurtenant to and 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 Association, its successors and assigns, as though the provisions of this Declaration

were recited at length in each and every deed of conveyance, contract for conveyance, lease, mortgage, trust deed or other document creating or granting such interest in the Development, or any part or portion thereof. Reference to the easements and rights described in any part of this Restated Declaration, in any deed of conveyance, lease, mortgage, trust deed or other evidence of obligation shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such real estate, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of the Development. The easements restated by this Restated Declaration for the benefit of any Unit Owners, Occupants, Tenants or mortgagees in respect to any portion of the Development shall be treated as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such document.

**ARTICLE IV
RIGHT TO USE AND TITLE
TO THE COMMON AREAS**

4.1 TITLE TO COMMON AREAS. The Association holds legal title to the Common Areas. Real estate taxes for the Common Areas are an obligation of the Association.

4.2 USE OF COMMON AREAS. Each Owner, Tenant and Occupant shall have the right to use and enjoy the Common Areas in common with all other Owners, Tenants and Occupants. The rights herein granted shall extend to Owners, Tenants and Occupants, members of their families, guests and other invitees. The use of the Common Areas shall be subject to and governed by the provisions of this Restated Declaration, the Association's Articles of Incorporation, its Bylaws, and the rules and regulations promulgated from time to time by the Association through the Board

4.3 LIMITATIONS UPON THE RIGHTS OF USE AND ENJOYMENT. The rights of use and enjoyment created hereby shall be limited by and subject to the following:

(a) The right of the Association to prescribe rules and regulations for the use of the Common Areas.

(b) The right of the Association, as provided in its Bylaws, or in any rules and regulations promulgated thereunder, to suspend the enjoyment of rights of any Member for any period during which any assessment remains unpaid and for any period during which any infraction of its published rules and regulations continues; provided, however, that the Association may not, for any reason, deny to any Member the easements created pursuant to Sections 3.1 to 3.3 above.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the Association, in accordance with its Articles and Bylaws.

(d) The right and duty of the Association to maintain and regulate all refuse collection areas in a clean and sanitary condition.

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(e) The right of the Association to (i) submit all or any portion or portions of the Common Areas described in Exhibit B to the Act, and/or (ii) to convey, mortgage, pledge or grant a security interest in all or any portion or portions of the Common Areas; and the right of the Association and the Unit Owners to convey, mortgage, pledge or grant a security interest in the Units.

**ARTICLE V
MEMBERSHIP AND VOTING RIGHTS
IN ASSOCIATION**

5.1 MEMBERSHIP. Each Unit Owner for the period of his or her ownership, shall be a Member of the Association. When more than one Person constitutes an Owner, all such Persons shall be Members of the Association. Each Owner by acceptance of his deed, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to be bound by and to observe the terms and provisions of this Restated Declaration, the Association's Articles of Incorporation, its Bylaws, and the rules and regulations promulgated from time to time by the Association. There shall be one class of members comprised of the Unit Owners.

5.2 VOTING. With respect to all matters subject to a vote of Members, Members shall be limited to one (1) vote for each Unit, regardless of how many Members have an interest in such Unit. If more than one (1) Member is at a meeting, the vote shall be taken from the Member who casts the vote. Otherwise, the Members from that Unit shall designate a Member to vote, or cast their vote by majority agreement. Votes shall be counted in accordance with the allocated percentages in Exhibit D for all Association business. Votes may be tabulated on a one (1) vote, one (1) Unit basis without regard to actual allocated percentages when a simple majority is required or where the actual vote makes the outcome easy to determine. Where a two-thirds (2/3) vote is required or some other super majority, the actual percentage shall be calculated if the chairman of the meeting cannot readily determine the outcome. A Member voting may also request a complete tabulation based on allocated percentages, unless the purpose is simply to delay the meeting.

**ARTICLE VI
MAINTENANCE AND REPAIR;
ASSESSMENTS**

6.1 COMMON AREAS. The Bylaws of the Association, attached hereto as Exhibit C, contain provisions for the maintenance, insurance, taxation, upkeep, repair, landscaping, materials, supplies, labor, furniture, structural alterations, services, gardening, cleaning, decorating, replacement and organization of the Common Areas.

6.2 COMMON ELEMENTS. Based on the powers delegated from the Building Associations to the Association, the Bylaws of the Association contain the provisions necessary

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for the maintenance, repair and replacement of those improvements located over, under, along or upon the Common Elements.

6.3 ASSESSMENTS. Pursuant to the specific procedures in the Bylaws, the Association shall annually determine the assessments needed for the expenses of the Association relating to its responsibilities for the Common Areas in Section 6.1, the operational expenses of the Association, and maintenance of adequate Reserves. The Association may also provide for the levying of special assessments for extraordinary or unanticipated needs. Similarly, to the extent that the Building Associations delegate authority to the Association, the Association shall establish assessment levels for each Building or Buildings under its control. Such Assessments shall cover such expenditures for Common Elements as provided in Section 6.2 above, operational expenses of the Association relating to its exercise of control over the Buildings, and reasonable Reserves. Special assessments may also be levied as the need arises. Further, in the event that repairs, maintenance, or improvements are needed for Limited Common Elements as such term is defined in the Building Association declarations, the Association may assess these affected Unit Owners separately from assessments generally applicable to their Building.

**ARTICLE VII
POWERS AND DUTIES OF THIS MASTER ASSOCIATION**

7.1 MEETINGS AND FINANCES.

(a) Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget.

(b) The Board shall annually supply to all Unit Owners, for maintenance of the Common Areas and the Common Elements, an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures, plus Reserves.

(c) Each Unit Owner shall receive written notice mailed or delivered no less than ten (10) days and no more than thirty (30) days prior to any meeting of the Board concerning the adoption of the proposed annual budget or any increase in the budget, or establishment of an assessment.

(d) Meetings of the Board shall be open to all Unit Owners, except for the portion of any meeting held to:

(1) Discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;

(2) Consider information regarding appointment, employment or dismissal of an employee; or,

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(3) Discuss violations of rules and regulations of the Association or unpaid Common Expenses owed to the Association.

(e) Any vote on those matters in (d) above shall be taken at a separate meeting, or during any portion of the meeting open to the Unit Owners.

(f) Any Unit Owner may record the proceedings at meetings required to be open by the Act by tape, film or other means; the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

(g) Notice of meetings shall be mailed no less than ninety-six (96) hours or delivered to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by all Board Members entitled to notice before the meeting is convened. Copies of notices of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places in the Development at least forty-eight (48) hours prior to the meeting of the Board.

(h) The Board shall have the authority to establish and maintain a system of master metering of public utility services and to collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

7.2 RECORDS.

(a) The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours on weekdays by written request by any Unit Owners or their mortgagees and their duly authorized agents or attorneys:

(1) Copies of the recorded Restated Declaration, other duly recorded covenants, Bylaws and any amendments, Articles of Incorporation of the Association, annual reports, and any rules and regulations adopted by the Association or its Board shall be available.

(2) Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Areas and Common Elements, if applicable, specifying and itemizing the maintenance and repair expenses of such Common Areas or Common Elements and any other expenses incurred, and copies of all contracts, leases or other agreements entered into by the Association.

(3) The minutes of all meetings of the Association and the Board shall be maintained for not less than seven (7) years.

(4) Ballots and any related proxies, including matters voted on by the Unit Owners, for not less than one (1) year.

(5) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not For Profit Corporation Act of 1986, as amended.

(6) With respect to Units owned by a land trust, any writing by a trustee designating a Person to cast votes on behalf of the Unit Owner, which designation shall remain in effect until a subsequent document is filed with the Association.

(b) Where a request for records under this subsection is made in writing to the Board or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board.

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

(d) If the Board fails to provide records properly requested under subsection (a) within the time period provided in subsection (b), the Unit Owner may seek appropriate relief, including an award of attorney's fees and costs, if such documents were unreasonably withheld.

7.3 The Board shall have standing and capacity to act in a representative capacity in relation to matters involving: (1) the Common Areas or Common Elements, and (2) matters affecting more than one (1) Unit, on behalf of the affected Unit Owners as their interests may appear.

7.4 In the event of any resale of a Unit by a Unit Owner, that Unit Owner shall obtain from the Board and shall make available for inspection to the prospective purchaser, upon demand, the following:

(a) A copy of the Restated Declaration, as amended, and any rules and regulations.

(b) A statement of any liens, including a statement of the account of the Unit setting forth the amounts of unpaid assessments and other charges due and owing.

(c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

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

(e) A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.

(f) A statement of the status of any pending suits or judgments in which the Association is a party.

(g) A statement setting forth what insurance coverage is provided for all Unit Owners by the Association.

(h) A statement that any improvements or alterations made to the Units, or any part of the Common Elements or Limited Common Elements assigned thereto, by the prior Unit Owner are in good faith believed to be in compliance with the Restated Declaration.

The principal officer of the Association, or such other officer as is specifically designated, shall furnish the above information when requested to do so in writing, within thirty (30) days of receiving the request. A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or its Board to the Unit seller for providing the information.

7.5 ERRORS AND OMISSIONS.

(a) If there is an omission or error in this Restated Declaration or other instrument of the Association, the Association may correct the error or omission by an amendment to the Restated Declaration or other instrument, as may be required to conform it to the Act, or to any other applicable statute. The amendment shall be adopted by vote of two-thirds (2/3) of the Board, or by a majority vote of the Unit Owners at a meeting called for that purpose, unless the Act or this Restated Declaration specifically provides for greater percentages or different procedures.

(b) If, through a scrivener's error, a Unit has not been designated as owning an appropriate undivided share of the Common Areas or does not bear an appropriate share of the Common Areas, or if all of the Common Expenses or all of the Common Areas in the Development have not been distributed in this Restated Declaration, so that the sum total of the shares of Common Areas which have been distributed or the sum total of the shares of the Common Areas fail to equal one hundred percent (100%), or if it appears that more than one hundred percent (100%) of the Common Areas or Common Expenses have been distributed, the error may be corrected by operation of law by filing an amendment to the Restated Declaration, approved by vote of two-thirds (2/3) of the Board or a majority vote of the Unit Owners at a meeting called for that purpose, which proportionately adjusts all percentage interests so that the total is equal to one hundred percent (100%), unless the Restated Declaration specifically provides for a different procedure or different percentage vote by the Unit Owners and the owners of mortgages thereon affected by modification being made in the undivided interest in the Common Areas, the number of votes in the Association, or the liability for Common Expenses appertaining to the Unit.

(c) The procedures for amendments set forth in this subsection 7.5 cannot be used if such an amendment would materially or adversely affect property rights of the Unit Owners, unless the affected Unit Owners consent in writing. This Section does not restrict the powers of the Association to otherwise amend the Restated Declaration, or Bylaws, but authorizes a simple process of amendment requiring a lesser vote for the purpose of correcting defects, errors, or omissions when the property rights of the Unit Owners are not materially or adversely affected.

ARTICLE VIII GENERAL PROVISIONS

8.1 BUILDING EXTERIOR. The exterior appearance of a Building may not be changed or altered without the prior consent of the Association.

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8.2 DURATION. Unless sooner terminated or amended as hereafter provided, the covenants and restrictions of this Restated Declaration shall inure to the benefit of and be enforceable by the Association, all Unit Owners, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Restated Declaration is recorded, after which time, unless terminated or amended as hereinafter provided in this Section 8.2, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Restated Declaration may be:

(a) amended at any time by a two-thirds (2/3) vote of all the Unit Owners at a regular or special meeting, or by the written consents of two-thirds (2/3) of the Unit Owners, which event shall be certified by an officer of the Association and recorded as required by the Act, as long as all mortgagees of record and any other known security holders of any Units are given ten (10) days written notice prior to the recording of the amendment; or,

(b) terminated at any time by the unanimous vote of all Unit Owners, or written consent from all Unit Owners, subject to such lower percentage as the Act may provide relating to sale of the Development, with written notice to all mortgagees and any other known security holders of any Units, who must all provide such consent or agreement if required by the Act.

Any such amendment or termination shall not become effective until certified by an officer of the Association and recorded in the Office of the Recorder of Deeds of Kane County, Illinois.

8.3 NOTICES. Any notice required to be sent to any Unit Owner under the provisions of this Restated Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person who appears as Unit Owner on the records of the Association at the time of such mailing, or by delivery to the Unit Owner personally or by facsimile.

8.4 ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Unit Owner (or other interest in the Development) to enforce the lien referred to in the Bylaws of the Association; and failure by the Association to enforce the lien referred to in the Bylaws of the Association, and failure by the Association to enforce any covenants or restrictions herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

8.5 SEVERABILITY. Invalidation of any one or more of the provisions of this Restated Declaration, by judgment or court order, shall not affect any other provisions hereof which shall remain in full force and effect.

8.6 MISCELLANEOUS. In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the same remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust shall be considered to be in the beneficiaries, and such beneficiaries 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 title holding Trustee personally for payment of any lien or obligation hereunder created, and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit. All references to Exhibits are documents attached hereto and incorporated herein by reference. The male shall include the female and the singular shall include the plural, and vice versa.

IN WITNESS WHEREOF, the Association has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents and attested by its proper Officers on this 23rd day of NOVEMBER, 1993

BELLES TERRES MASTER HOMEOWNERS ASSOCIATION
formerly known as Belles Terres Homeowners Association

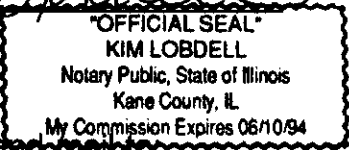
By: Jaquie A. Thomas
President

ATTEST:

By: Katherine A. Johnson
Secretary

Subscribed and sworn
before me this 27th day of DEC., 1993.

Kim Lobdell
Notary Public



Prepared by and read to:

Bruce Goldsmith
Goldsmith, Thelin, Dickson & Brown
104 E. Downer Place, P.O. Box 40
Aurora, IL 60507

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EXHIBIT A
DEVELOPMENT

Parcel One: That part of the northeast quarter of Section 14, Township 38 north, range 8 east of the third principal meridian, described as follows: commencing at the northeast corner of said northeast quarter; thence south along the east line of said quarter section, 755.64 feet for the point of beginning; thence north 89 degrees 30 minutes west 150.0 feet; thence south parallel with the east line of said quarter section, 93.50 feet; thence north 89 degrees 30 minutes west 278.50 feet; thence north parallel with the east line of said quarter section, 101.29 feet; thence north 89 degrees 30 minutes west, 123.26 feet to the east line of Farnsworth Estates; thence south along said east line, 390.79 feet to a point 552.42 feet north of, measured along said east line, the center line of Sheffer Road; thence south 89 degrees 30 minutes east parallel with the center line of said Sheffer Road, 551.76 feet to the east line of said northeast quarter; thence north along said east line, 383 feet to the point of beginning (except the easterly 40 feet thereof) in the City of Aurora, Kane County, Illinois; and,

Parcel Two: That part of the northeast quarter of Section 14, Township 38 north, range 8 east of the third principal meridian, described as follows: commencing at the northeast corner of said northeast quarter; thence south along the east line of said quarter section, 676.74 feet to the point of beginning; thence south along the east line of said quarter section, 79 feet; thence north 89 degrees 30 minutes west, 150 feet; thence south parallel with the east line of said quarter section, 93.50 feet; thence north 89 degrees 30 minutes west, 278.50 feet; thence north parallel with the east line of said quarter section, 172.50 feet; thence south 89 degrees 30 minutes east, 428.50 feet, to the point of beginning (except the easterly 40 feet thereof) in the City of Aurora, Kane County, Illinois; and,

Parcel Three: That part of the northeast quarter of Section 14, Township 38 north, range 8 east of the third principal meridian, described as follows: commencing at the northeast corner of said northeast quarter; thence south along the east line of said quarter section, 357.06 feet for the point of beginning; thence continuing south along said east line, 319.58 feet; thence north 89 degrees 30 minutes west, 428.50 feet; thence south parallel with the east line of said quarter section, 71.21 feet; thence north 89 degrees 30 minutes west, 123.26 feet to the east line of Farnsworth Estates; thence north along said east line, 390.79 feet to a line drawn north 89 degrees 30 minutes west from the point of beginning; thence south 89 degrees 30 minutes east, 551.76 feet to the point of beginning (except the easterly 40 feet thereof) in the City of Aurora, Kane County, Illinois.

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EXHIBIT B

CONDOMINIUM PARCELS

LEGAL DESCRIPTION OF 1050 CONDOMINIUM:

That part of the Northeast Quarter of Section 14, Township 38 North, Range 8 East of the third principal meridian, described as follows: commencing at the intersection of the center line of Sheffer Road with a line 40.0 feet West of and parallel with the East line of the Northeast Quarter of said Section 14; thence Northerly along said parallel line a distance of 627.42 feet; thence Westerly along a line parallel with the center line of Sheffer Road a distance of 20 feet to the point of beginning; thence continuing along the last described line a distance of 100.0 feet; thence Northerly along a line parallel with the East line of the Northeast Quarter of said Section 14, a distance of 300.0 feet; thence Easterly along a line parallel with the center line of Sheffer Road a distance of 100.0 feet; thence Southerly along a line parallel with the East line of the Northeast Quarter of said Section 14, a distance of 300.0 feet to the point of beginning, in the City of Aurora, Kane County, Illinois.

LEGAL DESCRIPTION OF 1060 CONDOMINIUM:

That part of the Northeast Quarter of Section 14, Township 38 North, Range 8 East of the third principal meridian, described as follows: commencing at the intersection of the East line of Farnsworth Estates with the center line of Sheffer Road; thence Northerly along the East line of Farnsworth Estates, a distance of 622.42 feet; thence Easterly along a line parallel with the center line of Sheffer Road a distance of 40.0 feet to the point of beginning; thence continuing along the last described line a distance of 100.0 feet; thence Northerly along a line parallel with the East line of Farnsworth Estates, a distance of 300.0 feet; thence Westerly along a line parallel with the center line of Sheffer Road, a distance of 100.0 feet; thence Southerly along a line parallel with the East line of Farnsworth Estates, a distance of 300.0 feet to the point of beginning in the City of Aurora, Kane County, Illinois.

LEGAL DESCRIPTION OF 1100 CONDOMINIUM:

That part of the Northeast Quarter of Section 14, Township 38 North, Range 8 East of the third principal meridian, described as follows: commencing at the Northeast corner of said Northeast Quarter; thence South along the East line of said Quarter Section, 567.06 feet; thence North 89 degrees 30 minutes West 64.0 feet to a line 64.0 feet West of and parallel with the East line of said Northeast Quarter for the point of beginning; thence continuing along the last described line a distance of 104.0 feet; thence Southerly along a line parallel with the East line of said Northeast Quarter, a distance of 23.0 feet; thence North 89 degrees 30 minutes West, a distance of 93.0 feet; thence Southerly along a line parallel with the East line of said Northeast Quarter, a distance of 70.0 feet; thence South

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EXHIBIT B (CONTINUED)

89 degrees 30 minutes East, a distance of 103.0 feet; thence Northerly along a line parallel with the East line of said Northeast Quarter, a distance of 23.0 feet; thence South 89 degrees 30 minutes East, a distance of 94.0 feet; thence Northerly along a line parallel with the East line of said Northeast Quarter, a distance of 70.0 feet to the point of beginning, in the City of Aurora, Kane County, Illinois.

LEGAL DESCRIPTION OF 1110 CONDOMINIUM:

That part of the Northeast quarter of Section 14, Township 38 North, Range 8 East of the Third Principal Meridian, described as follows: commencing at the Northeast corner of said Northeast quarter; thence South along the East line of said quarter Section, 417.06 feet; thence North 89 degrees 30 minutes West a distance of 426.76 feet to the point of beginning; thence continuing along the last described line a distance of 85.0 feet; thence Southerly along a line parallel with the East line of said Northeast Quarter, a distance of 300.0 feet; thence South 89 degrees 30 minutes East, a distance of 85.0 feet; thence Northerly along a line parallel with the East line of the Northeast Quarter of said Section 14, a distance of 300.0 feet to the point of beginning, in the City of Aurora, Kane County, Illinois.

LEGAL DESCRIPTION OF 1120 CONDOMINIUM:

That part of the Northeast Quarter of Section 14, Township 38 North, Range 8 East of the third principal meridian, described as follows: commencing at the Northeast corner of said Northeast Quarter; thence South along the East line of said Quarter section, 417.06 feet; thence North 89 degrees 30 minutes West 64.0 feet to a line 64.0 feet West of and parallel with the East line of said Northeast Quarter for the point of beginning; thence continuing along the last described line a distance of 104.0 feet; thence Southerly along a line parallel with the East line of said Northeast Quarter, a distance of 23.0 feet; thence North 89 degrees 30 minutes West, a distance of 93.0 feet; thence Southerly along a line parallel with the East line of said Northeast Quarter, a distance of 70.0 feet; thence South 89 degrees 30 minutes East, a distance of 103.0 feet; thence Northerly along a line parallel with the East line of said Northeast Quarter, a distance of 23.0 feet; thence South 89 degrees 30 minutes East, a distance of 94.0 feet; thence Northerly along a line parallel with the East line of said Northeast Quarter, a distance of 70.0 feet to the point of beginning, in the City of Aurora, Kane County, Illinois.

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EXHIBIT C

**BYLAWS
OF
BELLES TERRES MASTER HOMEOWNERS ASSOCIATION**

**ARTICLE I
GENERAL PROVISIONS**

1.1 The Association is responsible for the overall administration of the Development through its duly elected Board. The Association shall have such powers, not inconsistent with the Illinois Condominium Property Act ("Act"), as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act, the Articles of Incorporation, or the Restated Declaration. Unless otherwise defined in these Bylaws, all capitalized terms shall be defined in accordance with the Restated Declaration of the Association of which these Bylaws are an exhibit. All references to Condominium Instruments shall include the rules and regulations adopted by the Association, in exercising powers delegated by the Building Association under the Building Association Declarations. The Association is being empowered by these Bylaws and, if applicable, delegated authority from the Building Associations, to exercise control, management, and administration of the Common Areas and Common Elements. This structure is designed to reduce the need for multiple layers of administration for the Development.

**ARTICLE II
MEMBERS**

2.1 Classes of Members. The Association shall have one class of Members consisting of all Unit Owners. Tenants and Occupants are not Members.

2.2 Membership and Termination. Each Unit Owner shall be a Member of the Association, which Membership shall terminate upon the sale or other disposition of such Member's Unit, at which time the new Unit Owner shall automatically become a Member. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred during the period of such ownership and membership in the Association, with respect to either the use of the Unit or obligations to the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

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EXHIBIT C (CONTINUED)

2.3 Votes and Voting Rights.

(a) With respect to all matters subject to a vote of Members, all Members having an ownership interest in a Unit shall be entitled to one vote, which vote shall have a weighted value equal to the percentage allocation in Exhibit D for that Unit or Parking Space Unit, representing the extent of their interest; and,

(b) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with a proxy or other designation made by the persons constituting such Unit Owners. If only one of such Members is present at a meeting, he shall be entitled to cast the vote allocated to such Unit. If more than one of such Members is present, the vote allocated to such Unit may be cast only in accordance with the agreement of a majority in interest of such Member. Agreement by a majority in interest of such persons shall be deemed to exist if any of such persons cast the vote allocated to such Unit, without protest being made promptly to the person presiding over the meeting by any such Members having such ownership interest.

2.4 Transfer of Membership. Membership in this Association is not transferable or assignable, except as provided in this Article.

**ARTICLE III
MEETINGS OF MEMBERS**

3.1 Annual Meeting. The annual meeting of the Members for the transaction of such business as may come before the meeting shall be held on such date as is selected by the Board which date shall be within thirty (30) days before or after April 1st of each year.

3.2 Special Meetings. Special meetings of the Members may be called by any four (4) Members of the Board, the President, or not less than twenty percent (20%) of the Members. All matters to be considered at special meetings of the Members called by not less than twenty percent (20%) of the Members shall first be submitted in writing to the Board, not less than fifteen (15) days prior to the date of the special meeting, by the Members calling for such special meeting.

3.3 Place and Time of Meeting. All meetings of the Members shall take place at 7:00 P.M., in the Association clubhouse, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

3.4 Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of Members shall be mailed or delivered to each Member

EXHIBIT C (CONTINUED)

entitled to vote at such meeting, or to at least one (1) Member for each Unit, not less than ten (10) and no more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with proper postage thereon prepaid, or when delivered to his/her door or delivered by fax.

3.5 Quorum. The Members present at a meeting in person or by proxy, holding twenty percent (20%) of the total votes of the Membership, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of Members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these Bylaws.

3.6 Proxies. At any meeting of Members, a Member entitled to vote may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution. Every proxy must bear the date of its execution. Only one (1) proxy may be used per Unit.

3.7 Manner of Acting. Except as set forth below or as otherwise required by the Restated Declaration or the Act, any action to be taken at any meeting of the Members at which a quorum is present shall be upon the affirmative vote of more than fifty percent (50%) of the Members represented at such meeting. The following matters shall require the affirmative vote of sixty six and two-thirds percent (66 2/3%) or more of all the Unit Owners at a meeting duly called for that purpose:

- (a) Merger or consolidation of the Association;
- (b) Sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the property and assets of the Association; or,
- (c) The purchase and sale of land or Units on behalf of the Unit Owners.

ARTICLE IV BOARD

4.1 In General. The affairs of the Association shall be managed by its Board, which shall act as the Board of Directors of the Association as provided in the Illinois Not for Profit Corporation Act and the Restated Declaration.

EXHIBIT C (CONTINUED)

4.2 Number, Tenure and Qualifications. The number of Members of the Board shall be thirteen (13) in total. The members of the Board shall each be elected by the board members of each Building Association as follows: (a) 1050/1060 Association, eight (8) board members; (b) 1100/1120 Association, two (2) board members; (c) 1110 Association, three (3) board members. Each member of the Board shall serve for a term of one year, or until his successor shall have been elected and qualified. Each member of the Board shall hold office without compensation. Only a Member may be a member of the Board. In the event that a Member is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. Notwithstanding the above, only one person from each Unit may be a member of the Board. A member of the Board may succeed himself in office.

4.3 Method of Election to Board. At the annual meeting of each Building Association, the newly elected Building Association board of directors shall elect members to the Board of the Association.

4.4 Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of Members. The Board shall, by regulations which the Board may from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four (4) times per year.

4.5 Special Meetings. Special meetings of the Board may be called by or at the request of the President or any four (4) members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

4.6 Notice. Written notice of any meeting of the Board shall be mailed to all Board members at least ninety-six (96) hours prior to the date of such special meeting, or delivered to all members of the Board not calling the meeting at least forty-eight (48) hours prior to date of such special meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member of the Board at his address as it appears on the records of the Association, with proper postage thereon prepaid, or by personal delivery or facsimile. The business to be transacted at any special meeting of the Board shall be specified in the notice. Notices of a regular meeting of the Board need not be served on members of the Board or Unit Owners. Copies of said notices of meetings of the Board shall be posted in entrance ways or other conspicuous places in each Building as designated by the Board at least forty-eight (48) hours prior to the meeting.

EXHIBIT C (CONTINUED)

4.7 Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the members of the Board are present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these Bylaws. Alternatively, discussions may be held, but no action taken unless a quorum is present.

4.8 Manner of Acting. The act of a majority of the members of the Board present at a meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

4.9 Vacancies. Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by a two-thirds (2/3) vote of the board of directors of the appropriate Building Association which had elected the board seat then vacant, at such Building Association's next board meeting, or as otherwise provided in the Act.

4.10 Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the Members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of the Act and the Restated Declaration and these Bylaws. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States, or Section 4 or Article I of the Illinois Constitution. Such rules and regulations shall be effective sixty (60) days after their adoption. The Members may veto the rule or regulation at a special meeting of the Members called for such purpose, and held before the effective date of the rule or regulation, by a vote of sixty-six and two-thirds percent (66 2/3%) of all the Members.

4.11 Open Meetings. All meetings of the Board, whether regular or special, shall be open to the Members, except for those portions of the meetings dealing with:

- (a) A discussion of litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;
- (b) Consideration of information regarding appointment, employment or dismissal of an employee; or,
- (c) Discussion of violations of rules and regulations of the Association or a Member's unpaid share of Common Expenses.

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EXHIBIT C (CONTINUED)

Any vote on the above matters shall be taken at a meeting or portion thereof open to all Members. Any Member may record the proceedings at meetings required to be open by the Act or these Bylaws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

4.12 Limits on Contracts. The Board may not enter into a contract with a current board member, or corporation or partnership in which a current board member has at least a twenty-five percent (25%) interest, unless the Board complies with the notice and election procedures, if applicable, under Section 18(a)(16) of the Act.

**ARTICLE V
OFFICERS**

5.1 Officers. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board), a Treasurer and a Secretary.

5.2 Election and Term of Office. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from among the members of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

5.3 Removal. Any officer elected by the Board may be removed by a majority vote of the members of the Board.

5.4 President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Members and of the Board, unless he appoints a temporary chairman for a specific meeting. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed and any amendment to the Restated Declaration as provided in the Act, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

5.5 Vice-President. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there may be more than one Vice - President, the Vice-Presidents, in order of their election) shall perform the duties of the

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EXHIBIT C (CONTINUED)

President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President shall perform such other duties as from time to time may be assigned by the President or by the Board.

5.6 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever; and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

5.7 Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association amendments to the Condominium Instruments and other documents as required or permitted by the Restated Declaration, these Bylaws or the Act; be custodian of the records and of the seal of the Association; see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

**ARTICLE VI
POWERS AND DUTIES OF THE ASSOCIATION AND BOARD**

6.1 General Duties, Powers, and Authority of the Board. The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Restated Declaration, including, but not limited to, the following:

- (a) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Areas;
- (b) Preparation, adoption and distribution of the annual budget for the Development;
- (c) Levying of assessments;

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EXHIBIT C (CONTINUED)

- (d) Collection of assessments from Unit Owners;
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Areas;
- (f) Obtaining adequate and appropriate kinds of insurance;
- (g) Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it;
- (h) Adoption and amendment of rules and regulations covering the details of the operation and use of the Development;
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Development;
- (j) Borrowing money at such rates of interest as it may determine advisable; issuing its notes, bonds and other obligations to evidence such borrowing; and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income, provided that if such mortgage or security interest encumbers all or substantially all of the assets of the Association, the approval of the Members shall first be obtained pursuant to Article III, Section 7, of these Bylaws;
- (k) Paying real estate property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the Association (other than assessments on Units not owned by the Association);
- (l) Imposing charges for late payments on a Unit Owner's proportionate share of the Common Expenses or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard and levying reasonable fines for violation of the Restated Declaration, Bylaws, and rules and regulations of the Association;
- (m) Suspending or otherwise altering the membership rights of certain Members during the period when a Unit Owner's assessment remains unpaid; provided that upon payment of such assessments, such Unit Owner's rights and privileges shall be automatically restored. The Board may also suspend the rights of any such Unit Owner, or Tenant or Occupant of such Unit Owner, during any period a violation of the rules and regulations of the Association has occurred provided, however, that the Board may not, for any reason, deny to any Member

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EXHIBIT C (CONTINUED)

the right to use the Common Areas and Common Elements solely for the purpose of ingress and egress to and from public roads;

(n) Assigning its rights to future income, including the right to receive assessments;

(o) Recording the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Members under the provisions of the Act;

(p) Recording the granting of an easement for the laying of cable television cable where authorized by the Members under the provisions of the Act;

(q) Any duties and obligations of the (i) Belles Terres Condominium Association, Building No. 1050/1060; (ii) Belles Terres Condominium Association, Building No. 1100/1120; and/or, (iii) Belles Terres Condominium Association, Building No.1110, which such Building Associations specifically delegate to the Association as permitted by the Act, including but not limited to:

(1) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements;

(2) Adoption of an annual budget for each Building Association;

(3) Having access to each Unit, from time to time, as may be necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units;

(4) The other powers noted in (a) - (p) above; and,

(5) The incurring of expenditures identified in Section 6.3 below.

In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Members.

6.2 Specific Powers and Duties. Anything herein contained to the contrary notwithstanding, the Association or Board shall have the power specifically delegated to the Association as a master association as permitted by the Act as follows:

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EXHIBIT C (CONTINUED)

(a) To engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three (3) years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice;

(b) To engage the services of any person (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Development, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such person;

(c) To establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by, the Association;

(d) To invest any funds of the Association in certificates of deposits, money market funds, or comparable investments; and,

(e) Upon authorization of a two-thirds (2/3) vote of the members of the Board, or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from the assessment or levy of any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof, or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

6.3 Authorized Expenditures. The Association shall acquire and make arrangements for, and pay out of a maintenance fund, in addition to the fees and expenses of a manager, managing agent or other personnel above provided for, the following:

(a) Water, waste removal, heating, electricity, telephone or other necessary utility service for the Common Areas and such services to the Units as are not separately metered or charged to the Owners thereof;

(b) Such insurance as the Association is required or permitted to obtain for the Common Areas as provided in the Restated Declaration;

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EXHIBIT C (CONTINUED)

(c) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Areas and such furnishings and equipment for the Common Areas as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Areas;

(d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the Development or for the enforcement of any restrictions or provisions contained herein;

(e) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Development or any part thereof which may in the opinion of the Association constitute a lien against the Development or the Common Areas, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners 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 Association by reason of said lien or liens shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Development, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses;

(f) Maintenance and repair of any Unit or any other portion of the Development which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Areas, or any other portion of the Development, and the Owner of said 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 is delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Unit, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses;

(g) Maintenance and repair (including payment of real estate taxes and Common Expenses) with respect to any Unit owned by the Association; and,

(h) To the extent delegated to the Association by any Building Association, the above sub-sections will apply with respect to the Common Elements of any Buildings under the Association's control.

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EXHIBIT C (CONTINUED)

6.4 There shall be no structural alterations, capital additions to, or capital improvements on, the Common Areas or if applicable, Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Areas or Common Elements) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without the prior approval of sixty-six and two-thirds percent (66 2/3%) of the Unit Owners.

6.5 Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other Tenant or Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of the Restated Declaration, these Bylaws or the rules and regulations adopted by the Board, and such violation shall continue for thirty (30) calendar days after notice in writing from the Board, or shall occur repeatedly during the thirty (30) calendar day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) calendar day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the members of the Board against the Unit Owner, Tenant or Occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of the defaulting Unit Owner, which consent shall not be unreasonably withheld, 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 all the right, title and interest of the Owner in the Unit 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 that the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any mortgages or liens, may be paid to the Unit Owner. Upon the confirmation of such sale, the successor purchaser shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit sold subject to the Condominium Instruments.

6.6 Annual Budget. Each year before November 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including: The total amount required for 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 Association to be necessary for a reserve for

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EXHIBIT C (CONTINUED)

contingencies and replacements, all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days prior to its adoption. The Association shall give Unit Owners notice as provided in Section 4, Article III of these Bylaws of a meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted. Said Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of Ownership in the Common Areas. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such Owner in equal monthly installments (subject to acceleration as hereinafter provided) commencing on or before January 1st of the ensuing year, and the 1st day of each and every month of said year. The Association shall have no authority to forebear the payment of assessments by any Unit Owner. The failure or delay of the Association to prepare or serve the annual or adjusted budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed.

6.7 Annual Building Association Budget. For each Building Association which delegates such authority to the Association, the Association shall follow the procedures of sub-section 6.6 above and 6.8 below with respect to the:

- (a) Estimating an annual budget of Common Expenses for the operation, maintenance and repair of the Common Elements and related expenses for such Building(s);
- (b) Adopting an annual Building(s) budget for such Building(s);
- (c) Obligating Unit Owners for their share of Building Common Expenses;
- (d) Otherwise obligating the Unit Owners as provided in Section 6.6 above; and,
- (e) Allocating the expenses for the budget of each Building(s) to the affected Unit Owners shall be in accordance with the percentage allocations in each Building Association Declaration.

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EXHIBIT C (CONTINUED)

6.8 If an adopted Annual Budget requires assessments against the Unit Owners in any calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a special meeting of the Unit Owners within thirty (30) days of the date of filing of the petition to consider the Annual Budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the Annual Budget, it shall be deemed to be ratified, whether or not a quorum is present. If a majority of the votes of all Unit Owners are cast at the meeting to reject the Annual Budget, but a quorum is not present, a second special meeting of the Unit Owners will be called to consider the Annual Budget. If a quorum is not present at such second meeting, the Annual Budget shall be deemed to be ratified. If a majority of votes of the Unit Owners are cast to reject the Annual Budget at such special meeting of the Unit Owners, a meeting of the Board shall be held within thirty (30) days of the date of such special meeting to prepare a revised Annual Budget to send to the Unit Owners, together with a notice of the meeting of the Board at which adoption of such Annual Budget will be considered. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the preceding year, any authorized provisions for reasonable Reserves for repair or replacement of the Common Areas, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

6.9 Regardless of provisions of the Restated Declaration or these Bylaws, the Association may charge to fewer than all Unit Owners such portion of any insurance premium for insurance the Association is required or permitted to obtain, which reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Association shall determine. Such charges shall be considered a Common Expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

6.10 Annual Accounting. On or before the 1st day of April of each calendar year, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the Annual Budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Upon the written request of any governmental agency (FHLMC, FNMA, HUD, or VA), the Association shall prepare and furnish within a reasonable time a financial statement of the Association for the preceding calendar year. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of Ownership in the Common Areas to the next monthly

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EXHIBIT C (CONTINUED)

installments due from the Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of Ownership of the Common Areas, to the installments due in the succeeding six months after rendering of the accounting.

6.11 Reserves. The Association shall maintain reasonable Reserves for operations, contingencies and replacement. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserves. In addition, the Association shall have the right to segregate all or any portion of the Reserves for any specified replacement or contingency upon such conditions as the Association deems appropriate.

6.12 Special Assessments. If the Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessments, or any non-recurring Common Expenses, or any Common Expenses not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's allocated percentage in Exhibit D, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further assessment on all Unit Owners (as provided in Section 4, Article III of these Bylaws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Board; provided, however, that in the event such further assessment with respect to any Unit exceeds the greater of five (5) times such Unit's most recent monthly installment of Common Expenses or \$300, such further assessment for all Units shall not be effective until approved by sixty-six and two-thirds percent (66 2/3%) of the Unit Owners at a meeting of Unit Owners duly called for such purpose. All Unit Owners shall be obligated to pay the further assessment.

6.13 Books of Account, Default, Statement of Account.

(a) All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their relative percentages of ownership interest in the Common Areas.

(b) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of four percent (4%) of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance or any part thereof,

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EXHIBIT C (CONTINUED)

remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof, or to foreclose the lien therefor as provided by law; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Unit and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Unit. Each such assessment, together with interest, costs, and attorneys' fees shall also be the personal obligation of the Person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest, unless assumed by them, or required by applicable law.

(c) Upon ten (10) days' notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15), any Unit 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 Unit Owner.

6.14 Priority of Liens. Any mortgage or trust deed owned or held by a first mortgagee and recorded prior to the recording of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessments when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in its mortgage or trust deed, by foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Areas free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

6.15 Other Powers and Duties. Nothing hereinabove contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

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EXHIBIT C (CONTINUED)

6.16 All of the provisions of this Article, including, but not limited to, budgeting, assessments, special assessments and related provisions, involving Common Expenses incurred for maintenance, repair, and management of the Common Areas, shall apply equally to the maintenance, repair and management of the Common Elements of those Building Associations which delegate such powers to the Association. The allocation of assessments to Unit Owners of the affected Building(s) for Common Expenses for Common Elements shall be made in accordance with the percentages allocated in the respective Building Association Declaration.

**ARTICLE VII
CONTRACT, CHECKS, DEPOSITS AND FUNDS**

7.1 Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract, or execute and deliver any instrument, in the name of and on behalf of the Association and such authority may be general or confined to specific instances, as specified by the Board.

7.2 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Association. In the absence of such determination by the Association, such instruments shall be signed in accordance with procedures adopted by the Board.

7.3 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

7.4 Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes, or for any special purpose, of the Association.

**ARTICLE VIII
BOOKS AND RECORDS**

8.1 Maintaining Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, the Board and committees having any of the authority of the Board.

8.2 Availability for Examination. The manager or Board shall maintain the following records of the Association available for examination and copy at convenient hours of

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EXHIBIT C (CONTINUED)

weekdays by the Unit Owners, their mortgagees, and their duly authorized agents or attorneys:

- (a) Copies of the recorded Restated Declaration and Bylaws and any amendments to either document, Articles of Incorporation, annual reports, and any rules and regulations adopted by the Association or the Board;
- (b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association;
- (c) Similar records as in (b) above regarding Common Elements under the Association's control;
- (d) The minutes of all meetings of the Association and the Board for a period of not less than seven (7) years;
- (e) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not-For-Profit Corporation Act, as amended; and,
- (f) A record giving the names and addresses of the Members entitled to vote.

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

**ARTICLE IX
FISCAL YEAR**

9.1 The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

**ARTICLE X
SEAL**

10.1 The Board shall provide a corporate seal which shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois." Failure to use the corporate seal may not invalidate the authority of the officers to execute documents for which they have authority by these Bylaws or by resolution of the Board.

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EXHIBIT C (CONTINUED)

**ARTICLE XI
WAIVER OF NOTICE**

11.1 Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois, the Articles of Incorporation, Bylaws, or the Restated Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XII
AMENDMENTS TO BYLAWS**

12.1 These Bylaws may be altered, amended or repealed and new Bylaws may be adopted upon the affirmative vote of sixty-six and two-thirds percent (66 2/3%) of all the Members at a regular meeting, or at any special meeting called for such purpose, or by written consent of two-thirds (2/3) of the Unit Owners, and by recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by an authorized member of the Board and which contains an affidavit by an officer of the Association certifying that the necessary affirmative vote or written consent of the Members has been obtained.

**ARTICLE XIII
INDEMNIFICATION**

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

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EXHIBIT C (CONTINUED)

13.2 The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

13.3 To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

13.4 Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority vote of the Members at a regular or special meeting.

13.5 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or the officer of the Association to repay such amount, unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article.

13.6 The sums necessary to discharge the obligations of the Association under this Article shall be Common Expenses. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnifications may

EXHIBIT C (CONTINUED)

be entitled under any statute, agreement, vote of Members, or disinterested members of the Board, or otherwise, both as to action in his official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

**ARTICLE XIV
CONSTRUCTION**

14.1 The provisions of these Bylaws shall not be construed as altering, amending or modifying the Restated Declaration. The Declaration and these Bylaws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Development. If there is any inconsistency or conflict between these Bylaws and the Restated Declaration, the provisions of the Restated Declaration shall control.

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

14.3 The words "Board of Directors", "Board of Managers" and "Director" as they appear in the Act or the General Not-For-Profit Corporation Act, to the extent such statutory provisions apply to these Bylaws, are intended to be used interchangeably with the words "Board" and "member of the Board," respectively, wherever they appear in these Bylaws.

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EXHIBIT D

ALLOCATED PERCENTAGES

BUILDING 1050

<u>UNIT NUMBER</u>	<u>COMMON AREA PERCENTAGE</u>
101	.36038
102	.37292
103	.46944
104	.50077
105	.46944
106	.50077
107	.57661
108	.49451
109	.57661
110	.49451
111	.46944
112	.50077
113	.46944
114	.50077
115	.36038
116	.37292
201	.36352
202	.37604
203	.47381
204	.50515
205	.47381
206	.50515
207	.58287
208	.49888
209	.58287
210	.49888
211	.47381
212	.50515
213	.47381
214	.50515
215	.36352
216	.37604
301	.36664
302	.37918
303	.47820
304	.50954
305	.47820
306	.50954
307	.58913
308	.50327
309	.58913
310	.50327
311	.47820
312	.50954
313	.47820
314	.50954
315	.36664
316	.37918

Unofficial

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EXHIBIT D (CONTINUED)

BUILDING 1050

<u>UNIT NUMBER</u>	<u>COMMON AREA PERCENTAGE</u>
401	.36978
402	.38231
403	.48259
404	.51393
405	.48259
406	.51393
407	.59540
408	.50766
409	.59540
410	.50766
411	.48259
412	.51393
413	.48259
414	.51393
415	.36978
416	.38231
Garages	.04387
42	Each

BUILDING 1060

<u>UNIT NUMBER</u>	<u>COMMON AREA PERCENTAGE</u>
1101	.38544
1102	.37918
1103	.51330
1104	.50076
1105	.51330
1106	.50076
1107	.47570
1108	.45690
1109	.47570
1110	.45690
1111	.51330
1112	.50076
1113	.51330
1114	.50076
1115	.38544
1116	.37918
1201	.38858
1202	.38231
1203	.51769
1204	.50515
1205	.51769
1206	.50515
1207	.48008
1208	.46128
1209	.48008
1210	.46128
1211	.51769
1212	.50515
1213	.51769
1214	.50515
1215	.38858
1216	.38231

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EXHIBIT D (CONTINUED)

BUILDING 1060

<u>UNIT NUMBER</u>	<u>COMMON AREA PERCENTAGE</u>
1301	.39171
1302	.38544
1303	.52207
1304	.50954
1305	.52207
1306	.50954
1307	.48447
1308	.46567
1309	.48447
1310	.46567
1311	.52207
1312	.50954
1313	.52207
1314	.50954
1315	.39171
1316	.38544
1401	.39485
1402	.38858
1403	.52646
1404	.51393
1405	.52646
1406	.51393
1407	.48886
1408	.47005
1409	.48886
1410	.47005
1411	.52646
1412	.51393
1413	.52646
1414	.51393
1415	.39485
1416	.38858
Garages	.04387
44	Eacn

Unofficial

0703 0263

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EXHIBIT D (CONTINUED)

BUILDING 1100

<u>UNIT NUMBER</u>	<u>COMMON AREA PERCENTAGE</u>
1A	.40738
1B	.40738
1C	.41365
1D	.41365
1E	.40111
1F	.40111
1G	.40738
1H	.40738
2A	.40738
2B	.40738
2C	.41365
2D	.41365
2E	.40111
2F	.40111
2G	.40738
2H	.40738

BUILDING 1120

1A	.40111
1B	.40111
1C	.40738
1D	.40738
1E	.38858
1F	.38858
1H	.39485
1G	.39485
2A	.40111
2B	.40111
2C	.40738
2D	.40738
2E	.38858
2F	.38858
2G	.39485
2H	.39485

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EXHIBIT D (CONTINUED)

BUILDING 1110

<u>UNIT NUMBER</u>	<u>COMMON AREA PERCENTAGE</u>
101	.38231
102	.45751
103	.36978
104	.45751
105	.53273
106	.45751
107	.42618
108	.43245
109	.38231
110	.45751
111	.36978
112	.45751
113	.53273
114	.45751
115	.42618
116	.43245
201	.38858
202	.46379
203	.37604
204	.46379
205	.53900
206	.46379
207	.43245
208	.43872
209	.38858
210	.46379
211	.37604
212	.46379
213	.53900
214	.46379
215	.43245
216	.43872
301	.39485
302	.47005
303	.38231
304	.47005
305	.54526
306	.47005
307	.43872
308	.44498
309	.39485
310	.47005
311	.38231
312	.47005
313	.54526
314	.47005
315	.43872
316	.44498
Garages 44	.03134 Each
GRAND TOTAL	<u>100.00000</u>

Unofficial

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EXHIBIT E

COMMON AREAS OF THE MASTER ASSOCIATION

Parcel One: That part of the northeast quarter of Section 14, Township 38 north, range 8 east of the third principal meridian, described as follows: commencing at the northeast corner of said northeast quarter; thence south along the east line of said quarter section, 755.64 feet for the point of beginning; thence north 89 degrees 30 minutes west 150.0 feet; thence south parallel with the east line of said quarter section, 93.50 feet; thence north 89 degrees 30 minutes west 278.50 feet; thence north parallel with the east line of said quarter section, 101.29 feet; thence north 89 degrees 30 minutes west, 123.26 feet to the east line of Farnsworth Estates; thence south along said east line, 390.79 feet to a point 552.42 feet north of, measured along said east line, the center line of Sheffer Road; thence south 89 degrees 30 minutes east parallel with the center line of said Sheffer Road, 551.76 feet to the east line of said northeast quarter; thence north along said east line, 383 feet to the point of beginning (except the easterly 40 feet thereof) in the City of Aurora, Kane County, Illinois; and,

Parcel Two: That part of the northeast quarter of Section 14, Township 38 north, range 8 east of the third principal meridian, described as follows: commencing at the northeast corner of said northeast quarter; thence south along the east line of said quarter section, 676.74 feet to the point of beginning; thence south along the east line of said quarter section, 79 feet; thence north 89 degrees 30 minutes west, 150 feet; thence south parallel with the east line of said quarter section, 93.50 feet; thence north 89 degrees 30 minutes west, 278.50 feet; thence north parallel with the east line of said quarter section, 172.50 feet; thence south 89 degrees 30 minutes east, 428.50 feet, to the point of beginning (except the easterly 40 feet thereof) in the City of Aurora, Kane County, Illinois; and

Parcel Three: That part of the northeast quarter of Section 14, Township 38 north, range 8 east of the third principal meridian, described as follows: commencing at the northeast corner of said northeast quarter; thence south along the east line of said quarter section, 357.06 feet for the point of beginning; thence continuing south along said east line, 319.58 feet; thence north 89 degrees 30 minutes west, 428.50 feet; thence south parallel with the east line of said quarter section, 71.21 feet; thence north 89 degrees 30 minutes west, 123.26 feet to the east line of Farnsworth Estates; thence north along said east line, 390.79 feet to a line drawn north 89 degrees 30 minutes west from the point of beginning; thence south 89 degrees 30 minutes east, 551.76 feet to the point of beginning (except the easterly 40 feet thereof) in the City of Aurora, Kane County, Illinois;

Except the following described property:

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EXHIBIT E (CONTINUED)

LEGAL DESCRIPTION OF 1050 CONDOMINIUM:

That part of the Northeast Quarter of Section 14, Township 38 North, Range 8 East of the third principal meridian, described as follows: commencing at the intersection of the center line of Sheffer Road with a line 40.0 feet West of and parallel with the East line of the Northeast Quarter of said Section 14; thence Northerly along said parallel line a distance of 627.42 feet; thence Westerly along a line parallel with the center line of Sheffer Road a distance of 20 feet to the point of beginning; thence continuing along the last described line a distance of 100.0 feet; thence Northerly along a line parallel with the East line of the Northeast Quarter of said Section 14, a distance of 300.0 feet; thence Easterly along a line parallel with the center line of Sheffer Road a distance of 100.0 feet; thence Southerly along a line parallel with the East line of the Northeast Quarter of said Section 14, a distance of 300.0 feet to the point of beginning, in the City of Aurora, Kane County, Illinois.

LEGAL DESCRIPTION OF 1060 CONDOMINIUM:

That part of the Northeast Quarter of Section 14, Township 38 North, Range 8 East of the third principal meridian, described as follows: commencing at the intersection of the East line of Farnsworth Estates with the center line of Sheffer Road; thence Northerly along the East line of Farnsworth Estates, a distance of 622.42 feet; thence Easterly along a line parallel with the center line of Sheffer Road a distance of 40.0 feet to the point of beginning; thence continuing along the last described line a distance of 100.0 feet; thence Northerly along a line parallel with the East line of Farnsworth Estates, a distance of 300.0 feet; thence Westerly along a line parallel with the center line of Sheffer Road, a distance of 100.0 feet; thence Southerly along a line parallel with the East line of Farnsworth Estates, a distance of 300.0 feet to the point of beginning in the City of Aurora, Kane County, Illinois.

LEGAL DESCRIPTION OF 1100 CONDOMINIUM:

That part of the Northeast Quarter of Section 14, Township 38 North, Range 8 East of the third principal meridian, described as follows: commencing at the Northeast corner of said Northeast Quarter; thence South along the East line of said Quarter Section, 567.06 feet; thence North 89 degrees 30 minutes West 64.0 feet to a line 64.0 feet West of and parallel with the East line of said Northeast Quarter for the point of beginning; thence continuing along the last described line a distance of 104.0 feet; thence Southerly along a line parallel with the East line of said Northeast Quarter, a distance of 23.0 feet; thence North 89 degrees 30 minutes West, a distance of 93.0 feet; thence Southerly along a line parallel with the East line of said Northeast Quarter, a distance of 70.0 feet; thence South 89 degrees 30 minutes East, a distance of 103.0 feet; thence Northerly along a line parallel with the East line of said Northeast Quarter, a distance of 23.0 feet; thence South

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EXHIBIT E (CONTINUED)

89 degrees 30 minutes East, a distance of 94.0 feet; thence Northerly along a line parallel with the East line of said Northeast Quarter, a distance of 70.0 feet to the point of beginning, in the City of Aurora, Kane County, Illinois.

LEGAL DESCRIPTION OF 1110 CONDOMINIUM:

That part of the Northeast quarter of Section 14, Township 38 North, Range 8 East of the Third Principal Meridian, described as follows: commencing at the Northeast corner of said Northeast quarter; thence South along the East line of said quarter Section, 417.06 feet; thence North 89 degrees 30 minutes West a distance of 426.76 feet to the point of beginning; thence continuing along the last described line a distance of 85.0 feet; thence Southerly along a line parallel with the East line of said Northeast Quarter, a distance of 300.0 feet; thence South 89 degrees 30 minutes East, a distance of 85.0 feet; thence Northerly along a line parallel with the East line of the Northeast Quarter of said Section 14, a distance of 300.0 feet to the point of beginning, in the City of Aurora, Kane County, Illinois.

LEGAL DESCRIPTION OF 1120 CONDOMINIUM:

That part of the Northeast Quarter of Section 14, Township 38 North, Range 8 East of the third principal meridian, described as follows: commencing at the Northeast corner of said Northeast Quarter; thence South along the East line of said Quarter section, 417.06 feet; thence North 89 degrees 30 minutes West 64.0 feet to a line 64.0 feet West of and parallel with the East line of said Northeast Quarter for the point of beginning; thence continuing along the last described line a distance of 104.0 feet; thence Southerly along a line parallel with the East line of said Northeast Quarter, a distance of 23.0 feet; thence North 89 degrees 30 minutes West, a distance of 93.0 feet; thence Southerly along a line parallel with the East line of said Northeast Quarter, a distance of 70.0 feet; thence South 89 degrees 30 minutes East, a distance of 103.0 feet; thence Northerly along a line parallel with the East line of said Northeast Quarter, a distance of 23.0 feet; thence South 89 degrees 30 minutes East, a distance of 94.0 feet; thence Northerly along a line parallel with the East line of said Northeast Quarter, a distance of 70.0 feet to the point of beginning, in the City of Aurora, Kane County, Illinois.

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EXHIBIT F
SITE PLAN

Unofficial

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PLAT OF SURVEY

PARCEL ONE: THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION, 755.64 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 30 MINUTES WEST 150.0 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 93.50 FEET; THENCE NORTH 89 DEGREES 30 MINUTES WEST 276.50 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 101.25 FEET; THENCE NORTH 89 DEGREES 30 MINUTES WEST, 123.26 FEET TO THE EAST LINE OF FARMWORTH ESTATES; THENCE SOUTH ALONG SAID EAST LINE, 330.79 FEET TO A POINT 552.42 FEET NORTH OF, MEASURED ALONG SAID EAST LINE, THE CENTER LINE OF SHEFFER ROAD; THENCE SOUTH 89 DEGREES 30 MINUTES EAST PARALLEL WITH THE CENTER LINE OF SAID SHEFFER ROAD, 551.76 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE, 53 FEET TO THE POINT OF BEGINNING (EXCEPT THE EASTERLY 40 FEET THEREOF) IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

ALSO
PARCEL TWO: THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION, 676.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION, 79 FEET; THENCE NORTH 89 DEGREES 30 MINUTES WEST, 150 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 93.50 FEET; THENCE NORTH 89 DEGREES 30 MINUTES WEST, 276.50 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 172.50 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES EAST, 426.50 FEET, TO THE POINT OF BEGINNING (EXCEPT THE EASTERLY 40 FEET THEREOF) IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

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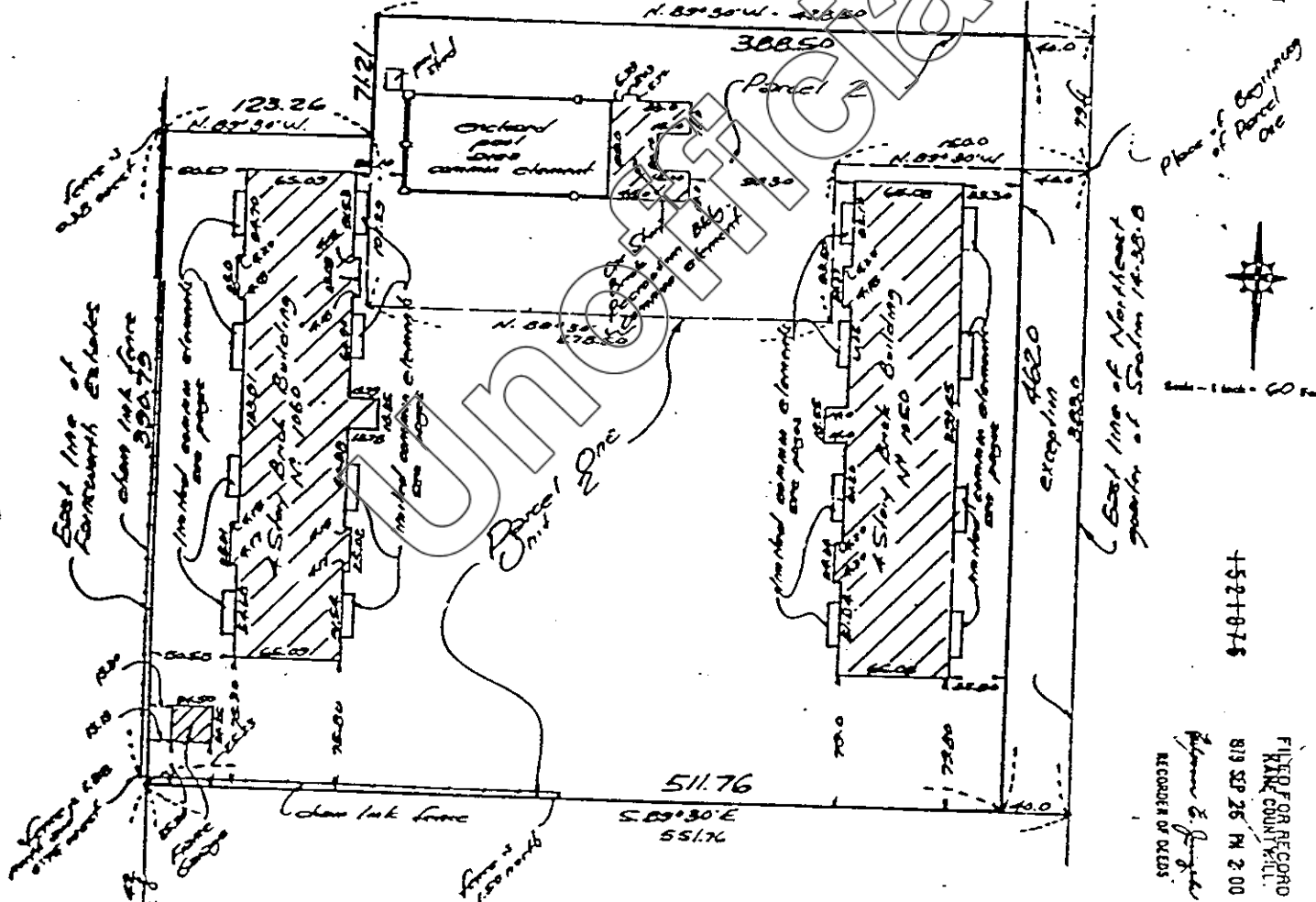


EXHIBIT A
PAGE 2 OF 2

Prepared By
Fors R. Doe Survey Services, Inc.
7656 North Harlem Avenue
Chicago, Illinois 60648
Phone 775-0530
Order Number 7966

FILED FOR RECORD
KANE COUNTY, ILL.
819 SEP 26 PM 2 00
RECORDED BY DELOS
152-075
0733 0270

FILED IN BLUEPRINT BOOK No. 59.

STATE OF ILLINOIS } ss.
COUNTY OF COOK

WE, JENS K. DOE SURVEY SERVICE, INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHERS STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND.

DATED THIS 13th DAY OF June A.D. 1979

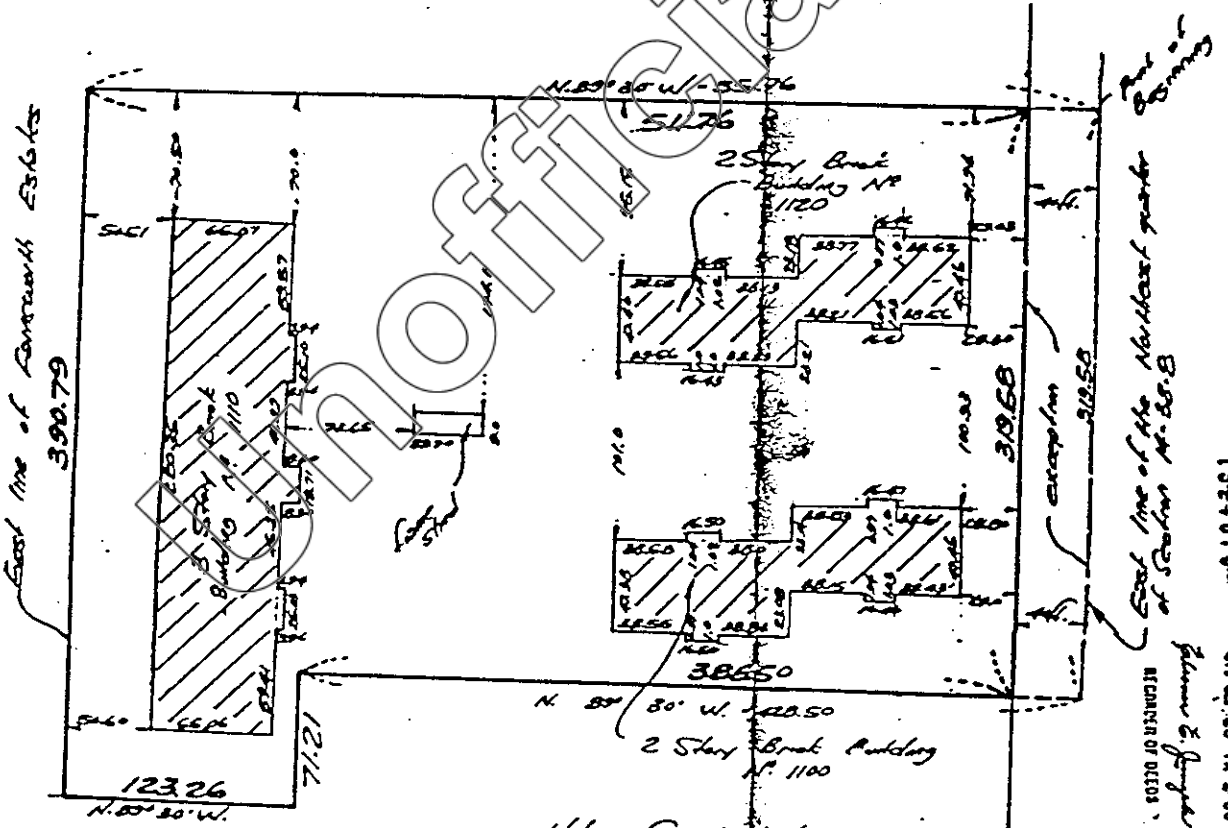
BY: *[Signature]*
REGISTERED ILLINOIS LAND SURVEYOR NO. 1575 PRESIDENT

FILED IN BLUEPRINT BOOK No. 60
FILED FOR RECORD
KANE COUNTY, ILL.
1541072100
RECORDED BY DELOS
819 SEP 27 PM 1145

PLAT OF SURVEY



THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER SECTION, 357.06 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID EAST LINE, 319.58 FEET; THENCE NORTH 89 DEGREES 30 MINUTES WEST, 426.50 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 71.21 FEET; THENCE NORTH 89 DEGREES 30 MINUTES WEST, 123.26 FEET TO THE EAST LINE OF FARNSWORTH ESTATES; THENCE NORTH ALONG SAID EAST LINE, 390.79 FEET TO A LINE DRAIN NORTH 89 DEGREES 30 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 30 MINUTES EAST, 551.76 FEET TO THE POINT OF BEGINNING (EXCEPT THE EASTERLY 40 FEET THEREOF) IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS



FILED FOR RECORD
KANE COUNTY, ILL.
800 MAY 27 PM 1945
James E. Jorgensen
RECORDER OF DEEDS

FILED IN BLUEPRINT BOOK No. 60
1544072

EXHIBIT A
PAGE 1 OF 2

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

WE, JENS K. DOE SURVEY SERVICE, INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON-DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND.
DATED THIS 13th DAY OF June A.D. 1979

BY: [Signature] PRESIDENT
REGISTERED ILLINOIS LAND SURVEYOR No. 1575

Prepared By
Gene R. Doe Survey Service, Inc.
7455 North Harlem Avenue
Chicago, Illinois 60648
Phone 775-0530
Order Number 78317

FILED FOR RECORD
KANE COUNTY, ILL.
811 SEP 26 PM 2 00
James E. Jorgensen
RECORDER OF DEEDS

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POOR COPY
Recorder Not Responsible
For Reproductions

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**AFFIDAVIT AND CERTIFICATION OF AMENDMENT TO
BY-LAWS AND DECLARATIONS OF
BELLES TERRES HOMEOWNERS ASSOCIATION**

NOW COMES your affiant, Kathy Johnson being first duly sworn, deposes and states that:

1. I, Kathy Johnson, am the Secretary of the Belles Terres Homeowners Association.

2. That the Board of Managers of this Association has duly adopted, approved, and ratified the amendments set forth in the attached Restated Declaration of Easements, Covenants and Restrictions for Belles Terres Master Homeowners Association ("Restated Declaration") pursuant to the terms and provisions of the By-Laws and Declaration of Easements, Covenants and Restrictions of the Belles Terres Homeowners Association.

3. That pursuant to the terms and provisions of the By-Laws and Declaration of Easements, Covenants and Restrictions of the Belles Terres Homeowners Association, at a special meeting called with thirty (30) days prior notice, a vote by more than two-thirds (2/3) of the Unit Owners approved the following resolution adopting the Restated Declaration:

WHEREAS, it is in the best interests of the Association to consolidate management and administrative functions with the three building associations; and,

WHEREAS, the Board has recommended this goal be achieved by reconstitution of the Association as a master association under the Condominium Property Act.

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NOW, THEREFORE, BE IT RESOLVED that the Association amend its Declaration and Bylaws by adopting the Restated Declaration of Easements, Covenants and Restrictions for Belles Terres Master Homeowners Association as prepared by its attorneys, distributed to its Members thirty days prior to this special meeting, modified by its attorneys for technical corrections, and on file with the Secretary of the Association.

4. That pursuant to the terms and provisions of the By-Laws and Declaration of Easements, Covenants and Restrictions of the Belles Terres Homeowners Association, all mortgagees having bona fide liens of record against any of the units have been given notice of the Restated Declaration, ten (10) days prior to the recording of this instrument.

5. That the attached Restated Declaration is a true and correct copy of the amendment adopted by the Unit Owners at the special meeting.

6. I further certify that said resolution above was adopted on November 23, 1993, and said resolution has not been modified or rescinded as of the date hereof.

Further, Affiant sayeth not.

BELLES TERRES HOMEOWNERS ASSOCIATION

BY: Kathy Johnson
Title: Secretary

SUBSCRIBED AND SWORN to before me
this 20th day of December, 1993.

NOTARY PUBLIC

OFFICIAL SEAL
LISA F RAUCH
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP SEPT 18, 1997

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