

**DECLARATION OF CONDOMINIUM OF  
TRINITY LAKES CONDOMINIUMS**

This Declaration made and entered into this 8 day of May, 2008, by M & M Land Developers Corporation, an Illinois corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the legal title holder of certain real estate, hereinafter described, located in Quincy, Adams County, Illinois; and

WHEREAS, Declarant intends to, and does hereby submit such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, all rights and privileges belonging in or otherwise pertaining thereto and any and all easements pertinent thereto, to the provisions of the Illinois Condominium Property Act; and

WHEREAS, Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of Declarant and all future owners of any part of said real estate and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate and all units; and

WHEREAS, Declarant desires and intends that the several Unit Owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interest subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property for the established purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, Declarant DECLARES as follows:

1. Definitions. Certain words and terms used in this Declaration and the Bylaws are defined as follows:

- (a) Act: The Condominium Property Act of the State of Illinois, as amended from time to time.
- (b) Association: The Trinity Lakes Condominiums Homeowners Association being the Association of all the Unit Owners acting pursuant to the Bylaws attached hereto as Exhibit C, through its duly elected Board.

- (c) Board: The Board of Managers of the Association as constituted at the time and from time to time.
- (d) Buildings: All structures, attached or unattached, containing one or more Units.
- (e) Bylaws: The Bylaws of the Association, which are attached hereto as Exhibit C.
- (f) Common Elements: All portions of the Property except the Units and Limited Common Elements, including, without limiting the generality of the foregoing, the Parcel, the foundations, exterior walls of each Unit, the roofs, gutters, downspouts, common storage areas, mechanical rooms and equipment therein, the refuse collection system, mailboxes, storm sewers and structural parts of the improvements on the Parcel, wherever located.
- (g) Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
- (h) Condominium Instruments: All instruments and authorized amendments hereto recorded pursuant to the provisions of the Act, including the Declaration, Bylaws and Plat.
- (i) Declarant: M & M Land Developers Corporation, an Illinois corporation.
- (j) Developer: M & M Land Developers Corporation, an Illinois corporation, its successors and assigns, or such other persons or entities, as the beneficiaries of the Declarant may from time to time designate. The Developer is the Developer of the Property as Developer is defined in the Act. For purposes hereof, any receiver or mortgagee in possession with respect to such entire interest shall be entitled to exercise all rights of Developer during the period of its receivership or possession as mortgagee in possession, or the case may be.
- (k) First Mortgagee: An owner of a bona fide first mortgage covering any portion of the Property.
- (l) Limited Common Elements: That part of the Common Elements contiguous to and serving a single Unit as an inseparable appurtenance thereto including, specifically, driveways, sidewalks, side steps, outside

garden areas, and all pipes, ducts, flues, chutes, electrical wiring or conduits and other utility installations which are not part of a Unit.

- (m) Maintenance Fund: All money collected or received by the Association pursuant to the provisions of the Condominium Instruments.
- (n) Majority or Majority of Unit Owners: The owners of more than 50 percent in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.
- (o) Member: A person or entity who holds a membership in the Association.
- (p) Occupant: A person or persons, other than a Unit Owner, in possession of a Unit.
- (q) Parcel: The lot or lots, tract or tracts of land, described in paragraph 3 hereof, submitted to the provisions of the Act.
- (r) Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (s) Plat: A plat or plats of survey of the Parcel of all Units in the Property submitted to the provisions of the Act, which shall consist of a delineation of all such Units and such other data as may be required by the Act.
- (t) Property: All land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Unit Owners, submitted to the provisions of the Act.
- (u) Record: To record in the Office of the Recorder of Deeds of Adams County, Illinois.
- (v) Reserves: Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board of Condominium Instruments.

- (w) Unit: Any part of the Property designed and intended for any type of independent use and which is designated on the Plat as a Unit as more fully defined in paragraph 4 herein.
- (x) Unit Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.

2. Name and Location of Condominium. The name by which the Property shall hereafter be known is Trinity Lakes Condominiums. Said Property is located at 48<sup>th</sup> & Harrison Street, Quincy, Adams County, Illinois.

3. Legal Description of Parcel. The Parcel hereby submitted to the provisions of the Act is legally described as follows:

See Exhibit A attached hereto and made a part hereof.

4. Descriptions of Units. All Units are delineated on the Plat attached hereto as Exhibit B and made a part of this Declaration. The legal description of each Unit shall consist of the identifying number or symbol for such Unit as shown on the Plat. The boundary lines of each Unit shall be the interior surfaces of its party and exterior walls, bearing walls, bottom floor or floors, top-story ceiling, windows, window frames, door and door frames and trim and shall include the portions of the Building so described and the air space so encompassed. Notwithstanding the above provision, a Unit Owner shall not be deemed to own, and the Unit shall not include, the undecorated or unfinished interior surfaces of the party and exterior walls, bottom floor or floors, top-story ceilings, windows and exterior doors bounding the Unit nor shall the Unit Owner be deemed to own any elements within his Unit which are included in the Common Elements notwithstanding the fact that such elements are within the perimeter of such Unit. For example, a Unit Owner does not own any pipes, wires, ducts, conduits, public utility lines or structural components running through his Unit, whether or not such items shall be located in the floor, ceiling or perimeter interior walls of the Unit. A Unit Owner shall, nevertheless, have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the interior surface of the walls, ceilings, floors, windows and doors bounding his Unit and also shall have such exclusive rights with respect to general or limited Common Elements which are within his Unit. It is further understood that each Unit includes the garage, fireplace, chimney and patio appurtenant to the Unit. Said Units are legally described on Exhibit A-1 attached hereto and made a part hereof.

5. Use and Ownership of the Common Elements.

- (a) The use of the Common Elements and the right of the Unit Owners with

respect thereto shall be subject to and governed by the Act, the Condominium Instruments and the rules and regulations of the Board.

(b) Each Unit Owner shall own an equal undivided interest in the Common Elements, the percentage of each such interest being equal to one over the total number of Units, as that number is amended by each Amended Declaration (1/Total No. Unit Owners), and made a part hereof, as a tenant in common with all other Unit Owners. Except for (i) portions of the Common Elements which have been assigned to the Unit Owners by the Board pursuant to the provisions of the Condominium Instruments and (ii) the Limited Common Elements, each Unit Owner, his agents, Occupants, family members and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by the Condominium Instruments, which rights shall be appurtenant to, and run with, his Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving his Unit and the Limited Common Elements, access to which is available only through his Unit. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit Owner. Except as set forth in the preceding sentence, Limited Common Elements may not be transferred between or among Unit Owners.

6. Encroachments and Easements.

(a) If any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Buildings, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as any part or all of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other than Declarant or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or owners.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas lines, telephone wires and equipment, electrical conduits, wires and equipment over, under, along and on any part of the Common Elements as they exist on the date of the recording hereof.

(c) All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit of and be binding on the undersigned, its

successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said Parcel, or any part or portion thereof.

(d) Reference in the respective deeds of conveyance, or in any mortgage or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcel as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(e) Upon approval by at least 66 2/3 percent of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets or utilities. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to Recordation of the dedication. Upon approval by more than 50 percent of the Unit Owners, an easement may be granted for cable television. Upon approval by a Majority of the Unit Owners, an easement may be granted to a governmental body for construction, maintenance, and repair of a project for protection against water damage or erosion. Any action pursuant to this subparagraph (e) of paragraph 6 must be taken at a meeting of Unit Owners duly called for that purpose.

(f) The Developer, its contractors and subcontractors, and their respective agents and employees shall have an easement for ingress, egress, and access to and throughout the Property to perform, and as may be required in connection with, the construction and equipping of the improvements on the Parcel, which easement shall continue at the Developer's discretion for two (2) years following the date of the election of the Initial Board of Managers. In connection therewith, the Developer, its contractors and subcontractors, and their respective agents and employees shall have the right to take into and through and maintain on the Property all material and equipment required in connection with such construction and equipping, and to temporarily suspend operation of entrances, doors, corridors, and other Common Elements without liability to any Unit Owner or Occupant; provided, however, that at all times Unit Owners and Occupants shall have reasonable access to their respective Units and Limited Common Elements, and the Developer shall cause as little inconvenience to Unit Owners and Occupants as is reasonably possible under the circumstances. The Developer shall promptly repair any damage caused to the Common Elements or any Unit in connection with the exercise of its rights and easements under this Subparagraph 6(f).

(g) Without limitation of the terms of Subparagraph 6(d), the right of the Unit Owners to use and possess the Common Elements shall be subject to a blanket easement over the Common Elements in favor of the Developer, and its representatives, agents, associates, employees, contractors, subcontractors, tenants, successors, as assigns, for the purpose of (1) access and ingress to, and egress from the Property, or any part thereof, (2) construction, installation, repair, replacement, and restoration of utilities and any other portion of the improvements thereon, including the right to restrict and regulate access to the Common

Elements for the purposes of completing construction of the Common Elements or Units, and (3) the installation and maintenance of signs advertising the Units in the Property, and signs directing potential purchaser to the sales office and models erected in connection with the Units and for such purposes as described in Subparagraph 12(b). The foregoing easements in favor of the Developer shall continue until such time as may be required by the Developer, in its sole discretion, to perform, construct, or equip Common Elements or Units, and to make certain modifications thereof, for two (2) years following the election of the Initial Board of Managers, at which time such easements shall cease and be of no further force and effect without the necessity of any further action.

7. Pipes, etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit or serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action that would interfere with the ability of the Association to repair, replace, or maintain said Common Elements as provided herein.

8. Lease of a Unit. In no event shall a unit be leased to any Person other than a lineal descendant or ancestor of a Unit Owner.

9. Trinity Lakes Subdivision Lift Station #1. Utility costs related to the operation and maintenance of the lift station designated on the Plat attached hereto at Exhibit B as Trinity Lakes Subdivision Lift Station #1 (the "Lift Station Utility Costs"). Said lift station will be operated by the City of Quincy but the utility costs related thereto will be the responsibility of the Association together with the Trinity Lakes Subdivision Homeowners' Association (the "Subdivision Homeowners' Association") as described in the Owner's Certificate recorded in the Office of the Recorder of Deeds of Adams County, Illinois on October 24, 2005 as document No. 200511621 and rerecorded on November 4, 2005 as document No. 200512189, as amended. The portion to be paid by the Association shall be calculated by a percentage determined by the following formula: number of units in the Association divided by the sum of the number of homes in the Trinity Lakes Subdivision Homeowner's Association plus the number of units in the Condominium Association.

10. The Association.

(a) Declarant, prior to the first annual meeting of Unit Owners, or the Association, thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.

(b) Whether or not the Association is incorporated,

- (i) each Unit Owner shall be a Member of such Association, which membership shall terminate upon the sale or other disposition by such Member of his Unit, at which time the new Unit Owner shall automatically become a Member thereof;
- (ii) the provisions of Exhibit C of this Declaration shall be adopted as the Bylaws of such Association;
- (iii) the name of such Association shall be the Trinity Lakes Condominium Homeowners Association; or a similar name.

(c) Until the election of the Initial Board of Managers, the same rights, title, powers, privileges, trusts, duties, and obligations vested in or imposed on the Board by the Act and this Declaration (including without limitation, the rights, powers, and privileges to promulgate rules and regulations relating to the Property) shall be held and performed and may be exercised by the Developer, who is hereby authorized to retain a building manager on behalf of the Association.

(d) Within sixty (60) days following the election of the Initial Board of Managers, the Developer shall deliver to the Board

- (i) All original documents as Recorded or filed pertaining to the Property, its administration, and the Association, such as this Declaration, Bylaws, articles of incorporation of the Association, other Condominium Instruments, annual reports, minutes, and rules and regulations, contracts, leases, or other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual document Recorded or filed;
- (ii) A detailed accounting by the Developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance, and operation of the Property, copies of all insurance policies, and a list of any loans or advances to the Association that are outstanding;
- (iii) Association funds, which shall have been segregated from any other money of the Developer;
- (iv) A schedule of all real or personal property, equipment, and



fixtures belonging to the Association, including documents transferring the Property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills;

- (v) A list of all litigation, administrative action, and arbitration involving the Association, any notices of governmental bodies involving actions taken or that may be taken by the Association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Unit Owners, and originals of all documents relating to everything listed in this subsection; and
- (vi) Any contract, lease, or other agreement made prior to the election of the Initial Board of Managers by or on behalf of the Association or the Unit Owners.

11. Insurance, Repair and Reconstruction.

(a) The Association shall acquire and pay for out of the Maintenance Fund provided for herein, the following:

- (i) Such insurance as the Association is required to obtain under the provisions of the Act
- (ii) Insurance against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units. The coverage to be afforded by the Association shall not, however, include coverage against loss to any of the following: window coverings, including, but not limited to, drapes, shades, shutters, sheers and blinds; wall and floor cabinets and counter tops; appliances, including, but not limited to, refrigerators, freezers, compactors, stoves, microwave ovens, dishwashers, disposals, clothes washers and dryers; light fixtures; carpeting and other floor coverings including, but not limited to, tile, slate, hardwood and parquet; wall coverings including, but not limited to, paint, wall paper, paneling, grass cloth, or other special coverings; plumbing fixtures including, but not limited to,

sinks, toilets, bathtubs, shower fixtures, hot tubs, saunas, steam rooms, jacuzzies; special heating apparatuses including, but not limited to, base board heat and other permanent heating devices; electronic air filtration systems or water purification systems. Each Unit Owner shall be responsible for insuring themselves against losses occurring or resulting to those items not covered by the Association's policy or policies. In addition, the Unit Owner shall be responsible for insuring his own furnishings and other items of personal property as more fully set forth in paragraph (e).

Any losses under any Association policy or policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act. Coverage hereunder shall include the Units, the Limited Common Elements, except as otherwise determined by the Board, and the Common Elements, other than the Limited Common Elements not excluded by the Board. This coverage shall not cover betterments or improvements to the Units installed by the Unit Owners except to the extent Paragraph 9c is applicable, in which event the Association may assess any increased premium against the Units of the affected Unit Owners.

“Common elements” for the purposes of this subparagraph include fixtures initially installed by the Developer and located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units. Common elements exclude floor, wall and ceiling coverings. “Improvements and betterments” for the purposes of this subparagraph mean all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, and built-in cabinets installed by Unit Owners.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purposes of receiving and disbursing the insurance proceeds resulting from any loss, on such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of

any loss resulting in the destruction of the major portion of one or more Units occurring after the election of the Initial Board of Managers, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner other than Declarant shall notify the Association in writing of any additions, alterations or improvements to his Unit and he shall be responsible for any deficiency in any insurance loss resulting from his failure to notify the Association. The Association shall use its reasonable effort to obtain insurance on any such additions, alterations or improvements, if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto, and in the absence of insurance on such addition, alterations or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the First Mortgagee of each Unit and shall provide that each such policy shall not be terminated, canceled or substantially modified without at least 30 days prior written notice to the mortgagee of each Unit.

- (iii) Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Property in such limits as the Association shall deem desirable, provided that such limits shall not be less than \$1,000,000 per occurrence for personal injury and/or property damage, with an additional \$2,000,000 umbrella coverage insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees and all persons acting as agents. The Developer and its employees, representatives, and agents must be included as additional insured parties in their capacities as a Unit Owner, member of the Board, manager, or officer of the Board, as appropriate. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in

connection with the ownership, existence, use, or management of the Common Elements. Such policy shall provide that the insurance coverage shall not be canceled or substantially modified without at least 30 days' written notice to the Association.

- (iv) Such other forms of insurance as the Association shall elect to effect including such workmen's compensation insurance as may be necessary to comply with applicable law.
- (v) In the event the Federal Home Loan Mortgage Corporation (FHLMC) is a First Mortgagee or an assignee of a First Mortgagee with respect to any Unit, a fidelity bond or bonds to protect against dishonest acts on the part of the officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association shall be obtained. Such bond or bonds shall name the Association as an obligee and shall be in an amount at least equal to 150 percent of the estimated annual Common Expenses including Reserves, unless a different amount is required by the FHLMC. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee".
- (vi) Directors' and officers' liability coverage at a level deemed reasonable by the Board. The directors' and officers' coverage must extend to all contracts and other actions taken by the members of the Board and officers in their official capacities as members of the Board and officers respectively, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Condominium Instruments.

(b) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

(c) The Association shall secure insurance policies that will provide for the following:

- (i) Each Unit Owner and Mortgagee is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the

Association.

- (ii) The insurer waives its right to subrogation under the policy against any Unit Owner or members of the Unit Owner's household against the Association and members of the Board.
  - (iii) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board
- (d) The Association may, but shall not be required to, secure policies providing:
- (i) with respect to the insurance provided for in (a)(i) of this paragraph, that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners;
  - (ii) with respect to the insurance provided for in (a)(i) of this paragraph, that the insurer shall not have the option to restore the property, if the property is sold or removed from the provisions of the Act.

(e) Each Unit Owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner that are contained in a Unit or elsewhere in the Property, insurance on the betterments and improvements to the Unit Owner's Unit are not insured pursuant to the provisions of Paragraph 10(a), and insurance for his personal liability to the extent not covered by insurance maintained by the Association.

(f) Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each Person insured thereunder of such cancellation.

(g) In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Unit(s), shall be applied to restore the Unit(s) to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.

(h) If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Unit(s) as set forth in the preceding subparagraph, then,

- (i) the Board shall cause a meeting of Unit Owners to be held not later than the first to occur of (a) the expiration of thirty (30) days after the final adjustments of the insurance claims or (b) the expiration of ninety (90) days after the fire or other disaster which caused the damage.
- (ii) At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof which must be raised by way of special assessment.
- (iii) The Unit(s) shall be restored and the proposed special assessment shall be levied only upon the vote of 75 percent of the Unit Owners.
- (iv) If the Unit Owners do not vote to restore the Unit(s) at the meeting provided for in (i) above, then the Board may, at its discretion, call another meeting of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Unit(s) within 180 days after the fire or other disaster, then the Board may (but shall not be required to) Record a notice as permitted under the Act.
- (v) If the Unit Owners do not vote to restore the Unit(s) under the provisions of the immediately preceding subparagraph and the Board does not Record a notice as permitted under the Act, then the Unit Owners affected thereby may, with the consent of all First Mortgagees and by written notice to the Association, withdraw any Unit(s) so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements pertinent to such Unit shall be reallocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest pertinent to that Unit shall be reduced accordingly, upon the basis of diminution of the market value of the Unit as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements.

Any insurance or other proceeds available in connection with the withdraw of any portion of the Common Elements not

necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced.

(i) The Board may, in the case of a claim against insurance required to be obtained by the Association for damage to a Unit or the Common Elements, (1) pay the deductible amount as a Common Expense; (2) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owner(s) who caused the damage or from whose Unit(s) the damage or cause of loss originated; or (3) require the Unit Owner(s) of the Unit(s) affected to pay the deductible amount.

(j) If, at the time of a loss under a policy maintained by the Association, there is other insurance in the name of a Unit Owner covering the same property covered by the policy maintained by the Association, the Association's policy is primary insurance.

(k) Any loss covered by the policy under Paragraph 10(a) must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and Mortgagees as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged common elements, the bare walls, ceilings, and floors of the units, and then to any improvements and betterments the Association may insure. Unit owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

(l) Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, the Board, and its managing agent as additional insured parties.

(m) Any insurer defending a liability claim against the Association must notify the Association of the terms of the settlement no less than 10 days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

(n) The Unit Owners shall obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of

the Unit Owner or his or her guests, residents, or invitees, regardless of any negligence originating from the unit. The personal liability of a Unit Owner must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this Paragraph 9n, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the Board may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

12. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any years such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then the Association shall collect from each Unit Owner his proportionate share thereof in accordance with his respective percentage of ownership of the Common Elements and such taxes, levied on the Property as a whole, shall be considered a Common Expense.

13. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be used and occupied as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other use as permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining units in accordance with the rules and regulations of the Association and on such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least forty-five (45) days before the commencement of any such alteration.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such locations and in such form as shall be determined by the Association. The right is reserved by Declarant or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such mortgagee. Until all the Units are sold and conveyed, Declarant and Developer shall be entitled to access, ingress, egress, to the



Property as they shall deem necessary in connection with the sale of, or work in, the building or any Unit. Declarant and Developer shall have the right to use any unsold Unit or Units as a model for sales or for display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.

(c) There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Association, except as herein expressly provided.

(d) Each Unit Owner shall be obligated to maintain and keep his Unit and the Limited Common Elements appurtenant thereto in good, clean order and repair. Without limiting the generality of the foregoing, each Unit Owner, at his own expense, shall maintain the interior, including the boundary surfaces of his Unit, shall keep the interior of his Unit in a clean and sanitary condition; shall do all redecorating, painting and other finishing which may at any time be necessary to maintain his Unit, and shall be responsible for the maintenance of all personal property, including carpets, furnishings, fixtures and appliances within the Unit. The use of coverings on interior and exterior surfaces of windows, whether by draperies, shades, or other items visible on the exterior of the Building shall be subject to the rules and regulations of the Association. Each Unit Owner shall also be responsible for maintaining and replacing the plumbing fixtures, water heaters, cabinets, fireplaces, furnaces, and other heating equipment, light fixtures, refrigerators, air conditioning equipment, dishwashers, washers, dryers, disposals or ranges in or connected with his Unit and for his exclusive use. The Unit Owner shall also, at his own expense, keep in a clean and sanitary condition the patio and garage which are part of the Unit. The Association shall not be liable or responsible for any loss or damage caused by theft or otherwise or articles which may be stored by the Unit Owner on such patio, garage or in his Unit. As more fully set forth in the Bylaws, the Association shall maintain all Common Elements whether limited or general, with the exception of the repair and replacement of the roof as more fully set forth in the Bylaws.

(e) Nothing shall be done or kept in any Unit or any Common Element which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(f) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Unit(s) and no sign, awning, canopy, shutter, radio, satellite dishes, television antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Declarant or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common

Elements, without the prior written consent of the Association. All through wall air conditioners and sleeves in which said air conditioners are inserted or installed as of the date this Declaration is recorded, may be maintained, removed and replaced and shall be repaired as necessary by the Unit Owner owning the Unit which such air conditioner and sleeve serves. No air conditioning Unit of whatever type other than those installed as of the date this Declaration is recorded or those thereafter installed by Declarant or the Association may be installed without the prior written permission of the Association.

(g) No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the common Elements, except that household pets, such as dogs or cats, may be kept in Units, subject to rules and regulations adopted by the Association.

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

(i) Except as constructed or altered by or with the permission of Declarant or the Association, nothing shall be done to any Unit or in, on or to the Common Elements which would impair the structural integrity, safety or soundness of any Unit or which would structurally change the Unit.

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

(k) No benches, chairs, or other personal property shall be left on, nor shall any playing, lounging, or parking of baby carriages, playpens, bicycles, wagons, toys, or vehicles be permitted on, any part of the Common Elements without prior consent of and subject to any rules and regulations of the Association.

(l) Nothing shall be altered or constructed in or removed from the Common Elements except by or with the permission of the Developer at any time before the election of the Initial Board of Managers without the written consent of the Association.

(m) Each Unit Owner and the Association hereby waive and release any and all claims which he or it may have against any other Unit Owner, the Association, members of the Board, Declarant and their respective employees and agents, for damage to the Common Elements, the Units, or any other personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in paragraph 12(n), to the extent that such damages is covered by fire or other forms of hazard insurance.

(n) If the act or omission of a Unit Owner, or of a member of his family, a

household pet, guest, Occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of paragraph 12(m).

(o) Any release or wavier referred to in paragraph 12(m) and 12(n) hereof shall be valid only if such release or wavier does not affect the right of the insured under the applicable insurance policy to recover thereunder.

(p) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others.

(q) This paragraph 12 shall not be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring on a limited basis in his Unit with business or professional associates, clients, or customers.

(r) No trailer, camper, mobile home, motor home, house car, commercial vehicle, truck (other than standard size pickup truck or standard size van or conversion van), boat, inoperable automobile, or similar equipment shall be permitted to remain upon any portion of the Property, other than temporarily, unless placed or maintained within an enclosed garage. Commercial vehicles shall not include sedans or standard size vans and pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Association. No unlicensed motor vehicles shall be operated upon the Property.

(s) All rubbish, trash, garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Such trash removal service shall be provided by the City of Quincy, or at its option, by the Association, in which event such trash removal shall be a Common Expense. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment, garbage cans, wood piles or storage piles shall be kept clean and concealed from view of other Units, streets and common areas.

(t) No building, fence, wall, obstruction, outside or exterior wiring, patio cover, tent, awning, carport, carport cover, improvement or structure of any kind shall be commenced, installed, erected, painted, repainted or maintained upon the Property, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in

writing by the Association.

(u) Except as otherwise expressly provided in the Declaration of Condominium or Bylaws, no additions, alterations, or improvements shall be made by a Unit Owner to any part of the Common Elements (including the Limited Common Elements) and no additions, alterations, or improvements shall be made by a Unit Owner to his Unit, where such work alters the wall or partition, configuration, ceiling, perimeter doors or windows, or floor load or otherwise affects the structure of the Unit or the structural integrity or systems of the Building, or increases the cost of insurance required to be carried by the Board hereunder, without prior written consent of the Board, and then only in accordance with rules and regulations adopted by the Board. Any addition, alteration, or improvement of a Unit by the Unit Owner that shall affect the structure of the Unit or the Common Elements or shall affect the structural integrity of the Building shall, further, conform with all documentation prepared or reviewed and approved by an architectural or engineering firm selected by the Association. The cost of such drawings or review and approval shall be paid by the Unit Owner. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration, or improvement by a Unit Owner on the Unit Owner's agreement either (1) to be solely responsible for the maintenance of such addition, alteration, or improvement, subject to such standards as the Board may from time to time set, or (2) to pay to the Association from time to time the additional costs of maintenance or insurance as a result of the addition, alteration, or improvement. If an addition, alteration, or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions, which actions shall not be exclusive of the remedies available to the Board under Paragraph 12 hereof:

- (i) Require the Unit Owner to remove the addition, alteration, or improvement and restore the Property to its original condition, all at the Unit Owner's expense, or
- (ii) If the Unit Owner refuses or fails to properly perform the work required under clause (i) above, the Board may cause the work to be done and may charge the Unit Owner for the cost thereof as determined by the Board; or
- (iii) Ratify the action taken by the Unit Owner, and the Board may (but shall not be obligated to) condition such ratification on the same conditions that it may impose on the giving of its prior consent under this subparagraph.

(v) Reasonable regulations concerning use of the Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments, if any, shall be

furnished by the Association to all Unit Owners and Occupants of the Units upon request.

14. Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or in the Bylaws contained, shall, in addition to any other rights provided for in this Declaration or the Bylaws, give the Association the right:

(a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or

(c) to take possession of such Unit or Unit Owners interest in the Property and to maintain an action for possession of such Unit in a manner provided for by law.

(d) to determine the rights of the Unit Owner to continue to occupy, use or control the Unit owned by him and to maintain an action to sell such Unit by judicial sale. In such event, the proceeds of such judicial sale shall first be paid to discharge any existing first mortgage and then to pay all court costs, reasonable attorney fees and other expenses of the proceeding and sale, all of which shall be taxed against the defaulting Unit Owner in said decree.

Provided, however, that except in the case of emergency where damage to property or a person is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision hereof or in the Bylaws contained, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall determine such allegations to be true and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and indicated to the Unit Owner. Any and all cost and expenses incurred by the Association in the exercise of its authority as granted in this paragraph 12, or in enforcing a Unit Owner's breach of the Bylaws or the rules and regulations of the Association including but not limited to court costs, reasonable attorney fees as determined by a court of competent jurisdiction, and the cost of labor and materials shall be paid by the Unit Owner in violation thereof and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, 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. Any such liens shall be junior and subordinate to the lien of the First Mortgagee with respect to such Unit.

Furthermore, if, after hearing and finding as aforesaid, the Unit Owner fails to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten- (10-) day notice in writing to terminate the rights of the defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit and the Common Elements appurtenant thereto, and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for an order declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit owned by him and the Common Elements appurtenant thereto, on account of the violation of a rule or breach of covenant or provision as aforesaid, and ordering that all the right, title, and interest of the Unit Owner in the Property shall be sold at a judicial sale on such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption that may be established, and except that the court shall direct that any mortgage of a First Mortgagee be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in the order. Any balance of proceeds after satisfaction of such charges, and any unpaid assessments hereunder, or any liens in favor of a First Mortgagee, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit and, subject to the first right and option of the Association as provided in Paragraph 7e above, to immediate possession of the Unit sold and may apply to the court for an order of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the order shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Any Unit Owner in default hereunder or under the provisions of the Bylaws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his Unit, all attorneys' fees incurred by the Association in enforcing the provisions of the Bylaws, this Declaration, or the rules and regulations of the Association as to which the Unit Owner is in default. Until such fees are paid by the Unit Owner, the amount thereof shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

15. Annexing Additional Property.

(a) Developer reserves the right from time to time, within ten years of the date of the recording of this Declaration, to annex and add to the Parcel and Property and thereby add to the condominium created by this Declaration, all or any portion of the additional land legally described in Exhibit D, attached hereto and made a part hereof (the "Additional Land") by recording an amended plat in accordance with Section 5 of the Act and an Amended Declaration in accordance with Section 6 of the Act. No rights of any character whatsoever within the Additional Land attach to any Unit Owner except as to that portion described on Exhibit A and except as to that portion described in any recorded Amended Declaration annexing and adding such Additional Land or any part thereof to this Declaration as part of the condominium created by this Declaration.

(b) Each Amended Declaration shall include an amended Exhibit A, (the legal description of portions of Additional Land already subject to the provisions of the Act) which shall amend Exhibit A hereto by setting forth the amended legal description of the Parcel to include the additional parcel or parcels annexed hereto, as well as a separate legal description of such Additional Land. The Amended Declaration shall also contain an amended Plat which shall amend Exhibit B showing the boundaries of such addition and the entire Parcel as amended, and delineating the additional Units of such addition, all in accordance with Section 5 of the Act.

Each Amended Declaration shall also include an amended Exhibit A-1 which shall amend Exhibit A-1 hereto by setting forth the legal description of the Units added by such Amended Declaration, as well as all previous Units.

(c) Portions of the Additional Land may be added from time to time and at different times without limitation on the order of such additions. Such Additional Land may be added without limitations fixing the boundaries of the portions added from time to time and without limitations on the location of improvements to be built on the Additional Land.

(d) Any additional Buildings and Units which are made a part of the Property pursuant to this paragraph 13 shall be compatible with and substantially the same in floor plan, size and construction as the Units currently located on the Property.

(e) The percentage of undivided ownership interest in the Common Elements as amended by each Amended Declaration, shall be determined and adjusted in the following manner.

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

(i) the Common Elements as existing immediately prior to the

recording of such Amended Declaration (hereinafter referred to as the "Existing Common Elements"); and

- (ii) the Common Elements added by such Amended Declaration (hereinafter referred to as the "Added Common Elements").

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

- (i) the Units as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Units"); and
- (ii) the Units added by such Amended Declaration (hereinafter referred to as the "Added Units").

The value of each of the Added Units shall be added to the aggregate value of the Existing Units and the total thereof shall be deemed to be the new value of the Property as a whole. "Value" as used in this paragraph shall be determined by Developer as of the date of the recording of the Amended Declaration. Such determination by Developer shall be conclusive and binding upon all Unit Owners, mortgagees and other parties who then or in the future have any interest in the Property.

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

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

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

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



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

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

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

(h) Each and all of the Unit Owners, of all Existing Units and of all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other instrument in or with respect to any of such Units, further acknowledges, consents and agrees, as to each such Amended Declaration that is recorded, as follows:

- (i) The portion of the Additional Land described in each such Amended Declaration shall be governed in all respects by the provisions of this Declaration.
- (ii) The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded Amended Declaration and upon the recording of each such Amended Declaration, the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and

divested from such Unit Owner as set forth in such recorded Amended Declaration.

- (iii) Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, upon the recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in such Amended Declaration and vested among the other Unit Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amended Declaration.
- (iv) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Unit to so amend and reallocate the percentage of ownership in the Common Elements appurtenant to each Unit.
- (v) The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amended Declaration and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such Additional Common Elements and the ownership of any such Unit and the lien of any such mortgage shall automatically include and attach to such Additional Common Elements as such Amended Declaration are recorded.
- (vi) Each Unit Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any Additional Common Elements annexed thereto by and described in any recorded Amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Unit Owners of specific Units which may be provided by any such Amended Declaration, or this Declaration and except as to any portion which may be designated as Limited Common Elements.
- (vii) Each Unit Owner by acceptance of the deed conveying this Unit agrees for himself and all those claiming under him including mortgagees that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Act and for

purposes of this Declaration and the Act, any change in the respective percentage of ownership in the Common Elements as set forth in each such Amended Declaration shall be deemed to be made by agreement of all Unit Owners.

- (viii) Developer reserves the right to amend this Declaration in such manner and each Unit Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this paragraph 14 to comply with the Act as it may be amended from time to time.
- (ix) The foregoing provisions of this Declaration and in deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

16. Entry by Association. The Association or its officers, agents or employees may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible, or which the Association has a right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.

17. Grantees. Each Grantee of the Developer, each purchaser under articles of agreement for deed and each tenant under a lease accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, the Bylaws, rules and regulations of the Association, if any, and the jurisdiction, right and powers created or reserved by this Declaration, and the provisions of the Act, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said Property, shall inure to the benefit of each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

18. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

19. Notices. Whenever any notice is required to be given under the provisions of the Declaration, or the Bylaws, a waiver thereof in writing by the Person or Persons entitled to such notice whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of same is not contrary to the provisions of the Act. Notices required to be given to any Unit Owner shall be delivered by mail to such party at his or its address appearing in the records of the Association.

20. Amendments. Except as hereinafter otherwise provided, the provisions of paragraph 1, 2, 3, 4, 5, 6, 7, 8 and this paragraph 19 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners and each mortgagee having a bona fide lien of record against any Unit. Except as herein otherwise provided, other provisions of this Declaration may be amended, changed or modified upon approval by all members of the Board and at least 75 percent of the Unit Owners, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by an authorized officer of the Board and containing an affidavit by an officer of the Association certifying that (i) at least 75 percent of the Unit Owners have approved such amendment, change or modification and (ii) a copy of the amendment, change, or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. The approval of 51 percent (by percentage ownership) of Units which are subject to a mortgage or trust deed shall be required to materially amend any provision of the Declaration or Bylaws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Increases in assessments that raise the previously assessed amount by more than 25% assessment liens or subordination of such liens;
- (c) Reduction of reserves for maintenance, repair and replacement of the Common Elements;
- (d) Insurance or fidelity bonds;
- (e) Rights to use the Common Elements;
- (f) Responsibility for maintenance and repair of the Common Elements;
- (g) The addition, annexation or withdrawal of property to or from Trinity Lake Condominium;
- (h) Boundaries of any Unit;
- (i) Interests in the Common Elements or Limited Common Elements;
- (j) Convertibility of Units into Common Elements or of Common Elements into Units;
- (k) Leasing of Units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his Unit in the condominium;

- (m) Establishment of self-management by the Association when professional management has been required by FHLMC, FNMA, HUD, FHA, or VA.
- (n) Hazard or fidelity insurance requirements; or
- (o) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon recording thereof. No change, modification or amendment which affects the rights, privileges or other obligations of Declarant or Developer shall be effective without the prior written consent of the Declarant or Developer. The Bylaws may be amended in accordance with the provisions of Article XIV thereof.

21. Arbitration. Any controversy between Unit Owners or any claim by a Unit Owner against the Association or another Unit Owner arising out of or relating to the Declaration, Bylaws or rules and regulations of the Association in which the matter in controversy has either no specific monetary value or a value of \$10,000 or less shall be settled by arbitration in accordance with the Rules of the Illinois Uniform Arbitration Act, with the disputants to share equally in the costs of arbitration.

22. Condemnation. In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. In the event that part or all of one or more Units is taken or condemned, then the portion so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the Common Elements allocated to such Unit or portions thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be reallocated among the remaining Units on the basis of the relative percentage of ownership interest in the Common Elements of the remaining Units. In such cases, the Declaration and the Plat shall be amended accordingly, pursuant to the provisions of the Act. The allocation of any condemnation award, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any condemnation award or other proceeds available in connection with the withdraw of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced.

23. Violations of Certain Rules. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George W. Bush, the now incumbent President of the United States, and Richard Cheney, the now incumbent Vice President of the United States.

24. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all the terms hereof are hereby declared to be severable.

25. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium development. Also, as used herein, the masculine shall include the feminine and words imparting the singular number shall include the plural number and vice-versa.

26. Changes or Modifications by the Developer. Until the election of the Initial Board of Managers, the Developer, or its successors or assigns, shall have the right to change or modify the Condominium Instruments, which change or modification shall be effective on the recording thereof, provided further that such right shall be exercised only (a) to bring the Declaration into compliance with the Act, (b) to correct clerical or typographical errors in the Declaration, or (c) to conform the Condominium Instruments to the requirements of FHLMC or the FNMA with respect to condominium projects. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney in fact for such Unit Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Developer as aforesaid.

27. Rights of First Mortgagees. Any mortgage or trust deed owned or held by a First Mortgagee and Recorded before the Recording or mailing 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 assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in the notice and to all assessments for Common Expenses that 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 the mortgage or trust deed, 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 Elements free from claims for unpaid common or special assessments levied by the Association that accrue before the date of possession as aforesaid.

(a) A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, on written request to the Association (such request to state the name and address of such First Mortgagee, insurer, or guarantor and identification of the Unit encumbered by the mortgage held by such First Mortgagee), shall be entitled to timely written notice of:

- (i) Any proposed action that requires the consent of a specified percentage of eligible First Mortgagees;
- (ii) Any proposed termination of the condominium project;
- (iii) Any condemnation loss or any casualty loss that exceeds \$10,000 and affects a portion of the Common Elements, or that exceeds \$1,000 and affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- (iv) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer, or guarantor, when such delinquency has continued for a period of 60 days; and
- (v) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(b) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval is obtained from at least 67% of the Unit Owners and the eligible First Mortgagees of Units that represent at least 51% of the Units subject to mortgages or trust deeds held by eligible First Mortgagees.

(c) Any election to terminate the condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of at least 67% of the Unit Owners and the eligible First Mortgagees of Units that represent at least 51% of the Units subject to mortgages or trust deeds held by eligible First Mortgagees.

(d) Any election to terminate the condominium project for reasons other than substantial destruction or condemnation of the Property shall require the approval of at least 67% of the Unit Owners and the eligible First Mortgagees of Units that represent at least 67% of Units subject to a mortgage or trust deed held by an eligible First Mortgagee.

28. Trustees. In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration or the Bylaws against such Unit. No claim shall be made against any such title holding trustee personally for payment of any claim, lien or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding a transfer of beneficial interest or the title of such real estate.

29. Captions. Captions are inserted in this Declaration for convenience and reference only and will not be taken in any way to limit or describe the scope of this Declaration or any of its provisions.

30. Applicable Law. The provisions of this Declaration, and all other Condominium Instruments shall be construed under and in accordance with the laws of the State of Illinois.

31. Execution by Declarant. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant while in form purporting to be the representations, covenants, undertakings and agreements of Declarant are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by Declarant or for the purpose or with the intention of binding Declarant personally but are made and intended for the purpose of binding only that portion of the Property specifically described herein, and this instrument is executed and delivered by Declarant; and that no personal liability or personal responsibility is assumed by nor at any time be asserted or enforceable against M & M Land Developers Corporation, an Illinois corporation, on account of this instrument or on account of any representation, covenant, undertaking or agreement of Declarant in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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**EXHIBIT A**

A tract of land being Lots Four (4) through Twelve (12) of Trinity Lakes First Addition Subdivision lying in part of the Southeast Quarter (SE ¼) of Section Eight (8), Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, City of Quincy, Adams County, Illinois and being more fully described as follows, to wit:

Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Trinity Lakes First Addition Subdivision as per plat recorded February 21, 2008, in Book 708, at Page 1734 in the Recorder's Office of Adams County, Illinois, situated in the County of Adams, in the State of Illinois.

**EXHIBIT A-1**

Unit 1614, Lot 7 of Trinity Lakes First Addition, a subdivision of a part of the Southeast Quarter of Section 8 in Township 2 South of the Base Line and in Range 8 West of the Fourth Principal Meridian, Adams County, Illinois, as shown in Plat of Survey as recorded in Volume 708 at Page 5172 in the Office of the Adams County Recorder of Deeds.

Unit 1618 of Trinity Lakes First Addition, a subdivision of a part of the Southeast Quarter of Section 8 in Township 2 South of the Base Line and in Range 8 West of the Fourth Principal Meridian, Adams County, Illinois, as shown in Plat of Survey as recorded in Volume 708 at Page 5172 in the Office of the Adams County Recorder of Deeds.

**EXHIBIT B**

Plat of Survey of Trinity Lakes Condominium recorded in Book 708  
of Plats at Page 5172 in the Office of the Recorder of Deeds, Adams County,  
Illinois, which Plat is incorporated herein by reference thereto.

EXHIBIT C  
BYLAWS OF  
TRINITY LAKES CONDOMINIUMS HOMEOWNERS ASSOCIATION

**EXHIBIT D**

A tract of land being Lots Four (4) through Six (6) and Eight (8) through Twelve (12) of Trinity Lakes First Addition Subdivision lying in part of the Southeast Quarter (SE ¼) of Section Eight (8), Township Two (2) South of the Base Line, Range Eight (8) West of the Fourth Principal Meridian, City of Quincy, Adams County, Illinois and being more fully described as follows, to wit:

Lots Four (4), Five (5), Six (6), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Trinity Lakes First Addition Subdivision as per plat recorded February 21, 2008, in Book 708, at Page 1734 in the Recorder's Office of Adams County, Illinois, situated in the County of Adams, in the State of Illinois.