

EXHIBIT ATTACHED

(SPACE ABOVE THIS LINE FOR USE BY RECORDER OF DEEDS)

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR MARKET STREET CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (the "Declaration") made and entered into effective as of the 6th day of February, 2003, by TOWN CENTER CONDOMINIUM, L.L.C., an Illinois Limited Liability Company (the "Declarant").

RECITALS:

A. Declarant holds legal title to a certain parcel of real estate, encompassing approximately one and one-half (1.5+/-) acres, more or less, of land, in the aggregate, located at or near the Southeast Corner of Willow Blvd. and Market Street, in the Village of Willow Springs, Cook County, Illinois, legally described in Exhibit "A" attached hereto and made a part hereof (the "Parcel" or "Property").

B. Declarant is desirous of submitting the Property together with the buildings, structures, improvements and other permanent fixtures of whatsoever kind, and all rights, privileges, belonging or in any way appertaining thereto under that certain type of method of ownership commonly known as "Condominium" and to submit said Property to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time; said Property being legally described in Exhibit "A" attached hereto and made a part hereof.

C. Declarant desires to establish certain easements and rights in, over and to the Property for the benefit of itself and all future owners of such real estate and further to establish certain restrictions and obligations conditioning the use and maintenance of all or parts of said Property, all for the mutual benefit of Declarant and all subsequent Unit Owners and occupants of such Property or any part thereof.

Prepared By and After Recording Return To:

J. Steven Butkus, Esq.
GUERARD, KALINA & BUTKUS
100 W. Roosevelt Road, Suite A-1
Wheaton, Illinois 60187

P.I.N.: SEE EXHIBIT "A"

Property Address:
Southeast Corner of Willow Blvd. and
Market Street, Willow Springs, Illinois

RECORDING FEE 282
DATE 2-26-03 COPIES 6
OK BY [Signature]

F	282	A
P		P
T		V
I		61

Dawada T. Curdson
8036646

b. The Board shall have the right and authority subject to the provisions of this Declaration and the By-Laws, to grant leases, licenses and easements with regard to parts of the Common Elements including, without limitation, areas reserved for guest parking and/or handicapped parking or other reserved parking as so delineated or identified on the Plat. Furthermore, the Board may elect to further restrict to users of underground Garage Parking Spaces which are owned by Commercial Unit Owners or Parking License Holders to be such Commercial Unit Owners or Parking License Holders or the senior on-site management personnel or principals of the tenant or occupant of such respective Commercial Unit or the adjoining property owned by the Parking License Holder, as the case may be. Reserved parking for Commercial Units (or their customers) shall not be converted to be reserved for use by Dwelling Unit Owners or *vice versa*. The terms of, and the consideration, if any, for any such lease, license or easement shall be determined by the Board.

2.05 Easements

a. Encroachments. In the event that, by reason of the design, construction, settlement or shifting of the Property or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or (ii) any part of any Unit encroaches or shall hereafter encroach upon any part of any other Unit or the Common Elements or (iii) any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit then, in any such case, (A) there shall be deemed to be an easement in favor of the Association, for the use and benefit of the Unit Owners, for the maintenance and use of any of the Common Elements which may encroach upon a Unit or said Common Elements; and (B) there shall be deemed to be an easement in favor of any Unit Owner for the exclusive use of any part of his Unit which shall encroach upon the Common Elements, the Common Elements, or any other Unit; provided, however, that in no event shall an easement for any encroachment or the use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners, or if it occurred due to the willful conduct of such Unit Owner.

b. Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public and private utilities (including the Village of Willow Springs, any sanitary districts, and any other municipality or municipal corporation or district, or licensee thereof, which provides utility service) serving the Property are hereby granted the right to lay, construct, renew, operate, maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into, over, under, along, on or through the Common Elements for the purpose of providing utility services to the Property, together with the reasonable right of ingress to and egress from the Property for said purpose. For such purpose, the term "utility services" includes, without limitation, water, electricity, gas, telephone, intercom systems, security and fire protection systems, and other communication services (including cable and closed circuit television, internet access cables, security and fire protection services, and the like), sewage and drainage for the Property and any portion thereof. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

c. Declarant's Easements. Declarant hereby reserves for itself and for Developer for the benefit of the entire Property and every portion thereof, perpetual nonexclusive easements to use the private roads, utility lines and storm water detention facilities located from time to time in the Common Elements for access, utility service, drainage and storm water detention, and construction purposes for the benefit of any other or additional building(s) or other improvement(s) which may hereafter be proposed for construction thereon by Declarant or Developer or their respective successors and assigns.

d. Easements for Ingress, Egress and Access to Parking (Including REA(s)). Easements are hereby reserved, granted and created by Declarant over and upon common drives, driveways and lanes situated on the Property for purposes of ingress, egress and access to parking in favor of Unit Owners and their

approval may be given or withheld by the Board in its sole and absolute discretion on a case-by-case basis) Units Owner(s) may arrange to exchange with another Unit Owner the respective designated Garage Parking Space which is the subject of such limited license and associated with their respective Unit(s). Any such exchange or swap of such Garage Parking Space(s) among Unit Owners without such prior express written Board approval shall not be valid. Otherwise, upon transfer of title to any Unit, the particular Garage Parking Space (and the limited license therefor) so coupled and associated with the transferred Unit shall be deemed to have likewise been transferred and assigned to the grantee of such Unit. The Developer may further sell and grant licenses to any surplus remaining Garage Parking Spaces to any Unit Owner, for uses appurtenant to occupancy and use of such Owner's Unit (the "Extra Space License"), which Extra Space License(s) may be further transferred, assigned, sold and conveyed among Unit Owners, provided such change in ownership is registered with the Board and complies with such other reasonable rules, regulations and/or procedures as Developer (initially prior to turnover of control of the Association) and thereafter, the Board may from time to time adopt or prescribe. The Board shall have the power to from time to time adopt reasonable rules and regulations with respect to the uses and related issues with respect to Garage Parking Spaces, Extra Spaces, the Outdoor Parking Area and any other parking, driveways or other areas of the Common Elements that are accessible by motor vehicle

3.06A Non-Unit Owner Parking License Holder(s) Owners of Commercial Unit(s) are additionally permitted to grant, sell and convey to a non-Unit Owner, "Parking License Holder" (hereinafter defined) a license for use, occupancy and enjoyment of any Garage Parking Spaces such Commercial Unit Owner may own and hold, subject, however, to the following terms, conditions and restrictions:

- a. In no event shall there ever be more than fifteen (15) such Garage Parking Spaces, in the aggregate, which are held, used and enjoyed pursuant to such one or more such license(s) to one or more such non-Unit Owner, "Parking License Holder(s)".
- b. Such license shall be subject to the terms and provisions of this Declaration and such other and further rules and regulations as the Board may from time to time adopt, in the Board's reasonable discretion.
- c. All such license(s) shall be submitted to the Board for approval, which approval shall not be unreasonably withheld or delayed and all changes in ownership of any license shall likewise be submitted to the Board for approval and shall be registered with the Board.
- d. A reasonable annual maintenance charge and assessment may be levied and charged to the non-Unit Owner, Parking License Holder, which charge or assessment shall constitute a lien upon the license and subject Garage Parking Space thereof until paid and which charge or assessment shall be subject to and supported by all of the same rights, remedies and recourses available to the Board with respect to levying and collection of assessments against Units. The foregoing notwithstanding, such reasonable annual maintenance charge or assessment for each subject Garage Parking Space held by such non-Unit Owner, Parking License Holder shall not exceed ten (10%) percent of the average amount of annual regular assessments applicable to Units.
- e. The status of "Parking License Holder" in and of itself does NOT in any manner confer or convey or give rise to any voting or notice rights or any other incidents or benefits of being an Owner hereunder.

3.07 Permitted Uses of Units/Leases of Units Dwelling Unit(s) shall not be used for any uses other than residential dwelling purposes, subject, however, to the Declarant's right to maintain models and exercise its other rights under Section 2.06 hereof. Commercial Unit(s) are to be utilized solely for retail, office or other commercial uses subject, however, to the other restrictions set forth herein and applicable Village laws, codes and ordinances. Further, notwithstanding the permitted uses hereunder or under applicable Village zoning ordinances, the Board may elect to restrict, prevent or prohibit the use(s) of any Unit which by an owner or occupant to the extent the same poses or constitutes a danger or nuisance to the other Unit Owners or

occupants, the Building(s) or the Property. A Unit shall not be leased or rented for a term of less than sixty (60) days. The Board reserves the right to receive, review and approve any lease of any Dwelling Unit as a condition of occupancy thereof, which approval shall not be unreasonably withheld or delayed. Any lease of any Unit (Dwelling Unit or Commercial Unit) as well as any license for a Garage Parking Space shall be required to contain a provision requiring the tenant thereunder to at all times comply with and abide by the terms, provisions, covenants and restrictions set forth in this Declaration and the Bylaws as well as such rules and regulations from time to time adopted by the Board. As to Dwelling Units only, unless the Board, from time to time, votes to adopt and approve a different restriction, the Board, Association and Unit Owners shall follow, honor and abide by a guideline and restriction where not more than thirty (30%) percent of the total number of Dwelling Units are at any one time to be leased to and occupied by anyone other than a Unit Owner. The Board shall be furnished by the respective Unit Owner with a current, complete copy of any permitted lease of his Unit as well as any renewals or extensions of such lease.



3.08 Use of Common Elements The Common Elements shall be used only for access, ingress and egress to and from the Units by the respective owners, employees and agents therein and their respective guests, other authorized visitor, and for such other purposes which are permitted under this Declaration, by the Bylaws, or the rules and regulations of the Association or which are incidental to the office use of the respective Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. There shall be no playing, lounging or parking or storage of personal property in the Common Elements except in areas designated for such purpose. No waste shall be committed in the Common Elements.

3.09 Use Affecting Insurance Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or contents thereof, or otherwise which is outside applicable uses permitted hereunder or pursuant to applicable building, zoning, fire, health or safety laws, codes or ordinances or any other applicable law. 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 insurance on the Property, or contents thereof, or which would be in violation of any law, or such other articles as may be permitted in accordance with the rules and regulations established by the Board. Should any act of a Unit Owner or Occupant increase the rate of insurance on any Building or the contents thereof, the respective Unit Owner shall be liable for such additional premium, which additional premium shall be payable to the Association by such Unit Owner upon demand and shall be a lien and charge against such Owner's Unit when incurred.

3.10 Other Restrictions The use and occupancy of the Units and the Common Elements shall be occupied and used subject to the following covenants and restrictions:

- a. Each Unit shall be used for the uses permitted by this Declaration and for no other purpose. The use and occupancy of each Unit shall at all times be subject to and in compliance with all applicable laws, ordinances, and regulations including, without limitation, zoning, building, fire and health codes and regulations. No Dwelling Unit shall be used for operation of a trade or business provided, however, a home office area or space, associated with such Owner/Occupants employment elsewhere, may be maintained by an Owner/occupant of a Dwelling Unit in his Dwelling Unit provided no customer, business or package or mail traffic or visits (other than for personal as opposed to business purposes) occur at such Unit or anywhere on the grounds of the Property.
- b. Unit Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna or satellite dish shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board, which consent shall not be unreasonably withheld as to: (i) reasonable radio or television reception devices; or (ii) (subject to Village ordinances) awnings, verandas, railings, warm weather seating and tables and other such amenities pertaining to a permitted use of a Commercial Unit. The Board shall

have the power to adopt, require and enforce reasonable rules, regulations, guidelines and parameters with respect to installation, location and appearance (including size and color) of any such items the Board approves. Such restriction does not limit or restrict the Board itself from in the future electing to install on the floor and/or elsewhere in the common Elements, a single satellite dish or reception/transmission equipment (as technology and cost and expense may permit and render feasible) as a Common Element and improvement for purposes of making available to the Units generally on a free subscription or other basis (or as part of Common Expenses) television, computer or other audio, video or digital services or capabilities, provided such installed equipment and/or improvements shall not materially interfere with the use and enjoyment by any Unit Owner of its own Unit. The foregoing notwithstanding, reasonable exterior signage, awnings, lighting and/or other window/door treatments may be allowed appurtenant to Commercial Units and at the respective cost and expense of Owners of Commercial Units, subject to applicable Village ordinances and provided any such lighting is not a nuisance to other Unit Owners in the Building(s).

c. The use and the covering of the interior surfaces of the windows and glass doors appurtenant to the Units in the Building, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board.

d. 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 Board, an unreasonable disturbance to others.

e. In order to enhance the sound conditioning of the Building, the floor covering for all occupied [redacted] shall meet the minimum standard as may be specified by rules and regulations of the Board. The [redacted] may prescribe additional reasonable rules and regulations with respect to sound conditioning of Commercial Units as well.

f. A maximum of two (2) household pets (meaning domestic dogs and/or domestic cats weighing not more than twenty [20] pounds, small songbirds or fish in a single tank not larger than ten [10] gallons) may be kept in Dwelling Units, subject to any applicable Village ordinances and such rules and regulations as may be adopted from time to time by the Association, provided, however, that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Association. Otherwise, no reptiles, rabbits, rodents, insects, livestock, fowl, poultry, or any other animals or exotic pets of any kind shall be raised, bred or kept in any Unit or in the Common Elements. The Association may further, without limiting its potential rights, remedies and recourses, assess fines and recover costs, damages and reasonable attorney's fees from the Owner of any Unit whose occupant(s) violate the foregoing restrictions.

g. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants. The Board in its sole discretion, reasonably exercised, shall determine what constitutes an annoyance or nuisance. As to uses of the Commercial Units, uses thereof which comply with applicable Village ordinances and laws shall not be considered an annoyance or nuisance.

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

