

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

R76- 965

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Gregory W. Oscho T.O., personally known to me to be the T.O. President of GARY-WHEATON BANK, a Ill. corporation, and Douglas B. Cyle, personally known to me to be the T.O.O. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such T.O. President and T.O.O. Secretary, they signed and delivered said instrument as T.O. President and T.O.O. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of Dec, 19 75.



Karen Holler  
Notary Public

My Commission Expires: 10/7/79

## EXHIBIT B

BY-LAWS OF EMERALD GREEN CONDOMINIUM ASSOCIATION NO. 1

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ARTICLE I

## PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Ownership. The project located in DuPage County, State of Illinois, known as EMERALD GREEN CONDOMINIUMS is submitted to the provisions of the Condominium Property Act of the State of Illinois.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the recorded Plan of Condominium Ownership.

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Declaration are accepted, ratified, and will be complied with.

ARTICLE II

## VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the Declaration.

Section 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the aggregate interest in the Common Elements in accordance with the percentages assigned in the Declaration.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

## ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (hereinafter referred to as "Association") who, through the Board of Directors, will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board.

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ary date of the First Annual Meeting, in each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 5 but not more than 10 days prior to each meeting. The mailing of a notice in the manner provided in the Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of 5 persons. Each director shall be an Owner or the spouse of an Owner (or, if an Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Owner), and each director shall also reside on the Property, except for directors nominated or designated by the Grantor. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owners.

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Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.
- (b) Preparation and distribution of annual operating budget.
- (c) Collection of monthly assessments from the owners.
- (d) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common elements and the restricted common elements.
- (e) Adoption of reasonable rules and regulations governing use of the property.

Section 4. Manager or Managing Agent: The Board of Directors shall employ on behalf of the Association a manager or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article IV. The foregoing notwithstanding, any contract or agreement entered into for the management of the property, shall provide that such contract may be terminated for cause on ninety (90) days prior written notice, and the term of any such contract shall not exceed three years.

Section 5. Election and Term of Office. At the first annual meeting of the Association the term of office of two Directors shall be fixed for one (1) year. The term of office of three Directors shall be fixed at (2) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At any regular or special meeting duly called after the first annual meeting, any one or more of the Directors may be removed with or without cause by a seventy-five percent (75%) vote of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 14. Compensation. The Directors shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners.

#### ARTICLE V

##### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. The offices of Treasurer and Secretary may be filled by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Compensation. The officers shall receive no compensation for their services unless expressly provided for in a resolution duly adopted by the Owners.

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#### ARTICLE VI

##### OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay assessments monthly as imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the percentage of ownership in the common elements owned, as stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and/or a Reserve Fund for Replacements as may be established by the Board.

Section 2. Maintenance and Repairs.

- (a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- (b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.
- (c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the common elements and facility damaged through his fault.
- (d) All other obligations as set forth in the Declaration.

Section 3. Use of Family Units - Internal Changes.

- (a) All units shall be utilized for residential purposes only.
- (b) An owner shall not make structural modifications or alterations in his unit or installations located therein except as permissible pursuant to the terms of the Declaration.

Section 4. Use of Common Elements and Restricted Common Elements.

- (a) Except as otherwise provided by the Board or in the Declaration, no owner shall place or cause to be placed in the common elements (including sidewalks, driveways, malls,

packages or objects of any kind which shall be used for no other purpose than for normal transit through them or as otherwise designated by the Board.

- (b) No owner shall utilize the common elements in any way inconsistent with those rights and restrictions as set forth in the Declaration.

Section 5. Right of Entry.

- (a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board or the Association in case of emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct. In addition to those restrictions contained in the Declaration:

- (a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.
- (b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents.
- (c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project.
- (d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.
- (e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
- (f) No animals shall be raised, bred or kept in any unit except for dogs, cats or other household pets of an Owner, provided that they are not kept for any commercial purposes, and provided that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that they shall not in the judgment of the Board constitute a nuisance to others.
- (g) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.
- (h) Owners shall abide by such other rules and regulations as set forth in the Declaration and as may be adopted or amended from time to time by the Board.

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the aggregate interest in the common elements as set forth in the Declaration.

ARTICLE VIII

MORTGAGEES

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Management Agent, if any, or the President of the Board in the event there is no Management Agent of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association at the request of a mortgagee of a unit shall report any unpaid assessments from the owner of such unit.

ARTICLE IX

ASSESSMENTS AND BUDGET

Section 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, power and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and/or reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof, shall be furnished by the Board to each Unit Owner, not later than 15 days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in the Declaration. The Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event the Board shall not approve an estimated annual budget or shall fail to determine

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his respective monthly assessments as set forth in the Declaration. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the director or managing agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessments for common expenses by abandoning or not using his Unit or the Common Elements.

Section 3. For the first fiscal year, the annual budget shall be as approved by the first Board, or the Grantor, if the Board is not yet formed. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his Unit by each Unit Owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. Within 90 days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. The Board shall cause to be kept a separate account for each Unit Owner showing the respective assessments charged to and paid by such Unit Owner, and the status of his account from time to time. Upon 10 days notice to the Board, and the payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 6. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

Section 7. The Board shall not approve any capital expenditures in excess of Two Thousand Five Hundred Dollars (\$2,500.00) nor enter into any contracts (exclusive of service and maintenance contracts) having a term of more than three (3) years, without the approval of a majority of the Unit Owners (as such majority is defined in the Declaration), and shall not approve any capital expenditures in excess of Five Thousand Dollars (\$5,000.00) without the approval of Unit Owners owning not less than seventy-five percent (75%) in the aggregate of the total ownership interests in the Common Elements as set forth in the Declaration.

Section 8. At the time each Unit is first occupied, the Unit Owner shall pay to the director or managing agent, or as otherwise directed by the Board, an amount equal to three times the first full monthly assessments for such Unit Owner, which amount shall be used and applied as an operating reserve for common expenses. The amounts to be paid by Unit Owners for operating reserves, together with amounts paid from time to time by Unit Owners for monthly assessments and supplemental assessments, shall be held and used and applied from time to time for the payment of common expenses as and when needed. All such amounts from time to time on hand and unexpended shall be deemed to be part of the Common Elements and owned by the Unit Owners in accordance with their respective percentages of ownership of the Common Elements.

Section 9. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses, in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payments, the Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Property Act, the Declaration or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 10. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred shall be available for examination by the Unit Owners at convenient hours of week days. Such payment vouchers may be approved in such manner as the Board may determine.

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#### ARTICLE X

#### COMPLIANCE

These By-Laws are set forth to comply with the requirements of Condominium Property Act of the State of Illinois. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply. If these By-Laws shall conflict with the provisions of the Declaration, then the provisions of the Declaration shall apply.

EXHIBIT C**R76- 965**

Units 16A, 16B, 16C, 16D, 16E, 16F, 16G and 16H in Emerald Green's Fourth Resubdivision of Lots 14, 15, 16 and 17 in Emerald Green, Unit One, a Subdivision of part of the Southeast Quarter of Section 27, Township 39 North, Range 9, East of the Third Principal Meridian, according to the plat of said Fourth Resubdivision recorded September 19, 1975, as Document R75-50369, in the City of Warrenville, DuPage County, Illinois.

Units 17B, 17C, 17F, 17G, 17J, and 17K in Emerald Green's Fourth Resubdivision of Lots 14, 15, 16 and 17 in Emerald Green, Unit One, a Subdivision of part of the Southeast Quarter of Section 27, Township 39 North, Range 9, East of the Third Principal Meridian, according to the plat of said Fourth Resubdivision recorded September 19, 1975 as Document R75-50369, in the City of Warrenville, DuPage County, Illinois.

EXHIBIT D

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<u>UNIT</u>	<u>%</u>
16A	.02433
16C	.02781
16G	.02824
17G	.03042
17C	.03085
(2) 16B, 17B	.03216
16D	.03259
16H	.03390
16E	.03476
(2) 17J, 17K	.03955
16F	.04259
17F	.04607

*all*

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RECORDED  
DU PAGE COUNTY  
1978 JAN -7 AM 11:15

*George W. Murphy*

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
EMERALD GREEN RECREATIONAL ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by GARY-WHEATON BANK, not individually, but as Trustee under Trust Agreement dated September 1, 1972 and known as Trust No. 1664 hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of, or has interest in, certain real property located in the County of DuPage, State of Illinois, which property is legally described on Exhibit "A" attached hereto and made part hereof; and

WHEREAS, Declarant intends to convey or cause to be conveyed all or part of said property subject to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, Declarant and/or its successors and assigns, intends, from time to time, to execute and record certain "Declarations of Inclusion", pursuant to the terms of which all or part of said property described in Exhibit "A" shall be subjected to and bound by such covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that upon the execution and recording of any such Declaration of Inclusion as described above, then all of the property described therein (being all or any part of the property described on Exhibit "A")

540209  
3-1

*This Document Prepared by:*

*Peggy Murphy  
333 W. Wesley St.  
Wheaton, Ill.*

*Mail To:*

*Central DuPage Service Corp.  
P.O. Box 31  
Wheaton, Ill. 60187*

*207/209*

shall, upon such recording, be held, sold and conveyed subject to the easements, restrictions, covenants and conditions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the subject property, and maintaining the common recreational facilities thereon. These elements, covenants, restrictions and conditions shall run with the real property as part of a general plan of development and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof. The Declaration of Inclusion referred to above shall state the Declarant's intention to subject the property legally described in such Declaration to the covenants, easements, restrictions and conditions set forth below.

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#### ARTICLE I

##### Definitions

Section 1. "Association" shall mean and refer to the EMERALD GREEN RECREATIONAL ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property hereinbefore referred to, which shall become subject to the terms of this Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all the real property and improvements thereon, owned by the Association for the common use, enjoyment and convenience of the Members of the Association. The Common Area to be owned by the Association shall be designated and conveyed by the Developer, free and clear of liens, to the Association. Such Common Area shall include such recreational facilities, retention lakes, walkways, parking areas and streets as the Developer may construct thereon.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner (or the beneficiaries of a Land Trust which may be a record owner) whether one or more persons or entities, of a fee simple title to any Unit which is constructed on the Property, or shall otherwise become subject to the terms hereof, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 6. "Declarant" shall mean and refer to GARY-WHEATON BANK, not individually, but as Trustee under Trust Agreement dated September 1, 1972 and known as Trust No. 1664, its successors or assigns (other than the purchaser of a Unit for use as his or her own residence) if such successor or assign shall be so specifically designated by Declarant with reference to this Declaration.

Section 7. "Developer" shall mean EMERALD GREEN DEVELOPERS, INC., an Illinois corporation, their successors and assigns, if such shall be so specifically designated by Developer with reference to this Declaration.

Section 8. "Unit" shall mean and refer to any residence constructed for use by a single family, including, but not limited to, Townhouses, patio homes, condominiums or single family dwellings, whether attached or detached from another similar or dissimilar unit which is constructed on the Property. If a single Unit shall be constructed on a single lot (being a lot of record or a portion thereof), then for purposes of this Declaration, such lot, as may be legally described on a deed to an Owner, shall be part of that Unit.

Section 9. "Record" or "place of record" shall mean to file and register a document in the office of the Recorder of