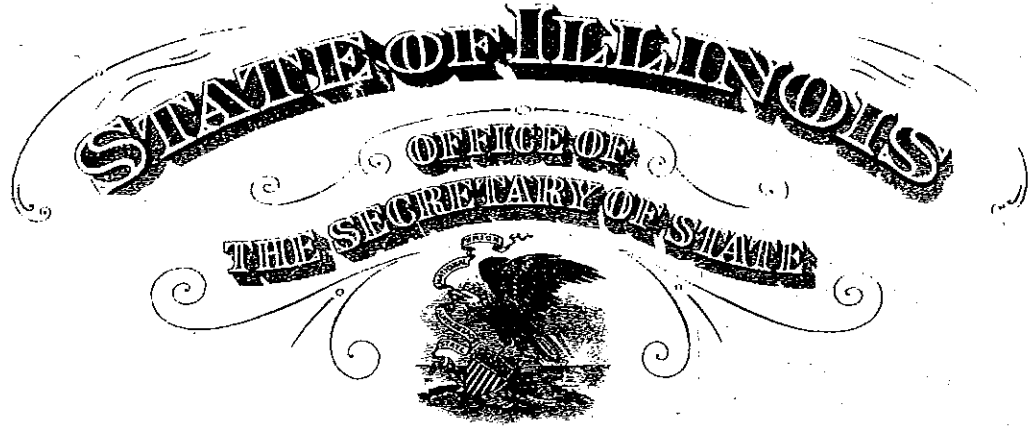


22 781 591

Certificate Number. 24033



To all to whom these Presents Shall Come, Greeting:

Whereas, Articles of Incorporation, duly signed and verified, of

WOODRIDGE CENTER VILLAGE INC. ORGANIZATION

have been filed in the Office of the Secretary of State on the 3rd day of July A. D. 1974, as provided by the "GENERAL NOT FOR PROFIT CORPORATION ACT" of Illinois, approved July 17, 1943, in force January 1, A. D. 1944;

Now Therefore, I, MICHAEL J. HOWLETT, Secretary of State of the State of Illinois, by virtue of the powers vested in me, by law, do hereby, issue this Certificate of Incorporation, and, attach thereto, a copy of the Articles of Incorporation of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand, and cause to be affixed the Great Seal of the State of Illinois Done at the City of Springfield, this 3rd day of July AD. 1974 and of the Independence of the United States the one hundred and 98th



Michael J. Howlett
SECRETARY OF STATE

R74-38043

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WRITTEN CONSENT OF DIRECTORS

The undersigned, being all of the directors of WOODRIDGE CENTER TOWN HOME OWNERS' ASSOCIATION, an Illinois not for profit corporation, and waiving any notice which may be required by law, in lieu of holding the first meeting of the Board of Directors, do hereby consent in writing to the following corporate action:

RESOLVED, that the By-Laws which follow this Written Consent shall be and they hereby are adopted as the By-Laws of the corporation.

RESOLVED, that the following persons shall be and they hereby are elected to the offices set forth opposite their respective names, each to serve for the term provided in the By-Laws and until their successors shall have been elected and qualified:

President	Charles T. Ganser
Vice President	William D. Luedtke
Secretary	Herbert Nadelhoffer
Treasurer	Sharon Eterno
Representative to Organization	Herbert Nadelhoffer

RESOLVED, that the seal impressed following this resolution shall be and it hereby is adopted as the corporate seal of the corporation.

**ARTICLES OF INCORPORATION
UNDER THE
GENERAL NOT FOR PROFIT CORPORATION ACT**

(These Articles Must Be Filed in Duplicate)

(Do Not Write in This Space)

TO: MICHAEL J. HOWLETT
~~XXXXXXXXXX~~ Secretary of State, Springfield, Illinois.

Date Paid 7-3-74
Filing Fee \$ 25.00
Clerk AW
Fy

We, the undersigned,

(Not less than three)

Name	Number	Street	Address City	State
A. H. Fornell	6955	Woodridge Drive	Woodridge	Illinois
William Luedtke	6955	Woodridge Drive	Woodridge	Illinois
Herbert Nadelhoffer	6955	Woodridge Drive	Woodridge	Illinois

being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

- The name of the corporation is: WOODRIDGE CENTER VILLAGE IV ORGANIZATION
- The period of duration of the corporation is: Perpetual
(Please state "perpetual" or a definite number of years)
- The address of its initial Registered Office in the State of Illinois is: 6955 Woodridge Drive,
Street in the Village of Woodridge of Woodridge (Zip Code) County of DuPage and
the name of its initial Registered Agent at said Address is: A. H. Fornell
- The first Board of Directors shall be nine (Not less than three) in number, their names and addresses being as follows:

Name	Number	Street	Address City	State
A. H. Fornell	6955	Woodridge Drive	Woodridge	Illinois
William Luedtke	6955	Woodridge Drive	Woodridge	Illinois
Charles T. Ganser	6955	Woodridge Drive	Woodridge	Illinois
Herbert Nadelhoffer	6955	Woodridge Drive	Woodridge	Illinois
James J. Coffey	6955	Woodridge Drive	Woodridge	Illinois

- (See below)
- The purpose or purposes for which the corporation is organized are:
See Rider attached hereto and made a part hereof

Additional Directors:

Carole Mychaels	6955 Woodridge Drive	Woodridge	Illinois
S. N. Greenberger	120 South LaSalle Street	Chicago,	Illinois
A. S. Adsit	120 South LaSalle Street	Chicago,	Illinois
Donald J. Haverland	6955 Woodridge Drive	Woodridge	Illinois

FORM NP-29

ARTICLES OF INCORPORATION
under the
GENERAL NOT FOR PROFIT
CORPORATION ACT
of

F I L M I D

JUL - 3 1974

Michael J. Havelle

Secretary of State

(These Articles Must Be Reprinted and Filled in
Duplicately)
Filing Fee \$35.00

Rev. 2, 11-65 (1974-10M-9-68) 10

165 182 22

Notary Public

WHEREFORE, I have hereunto set my hand and seal the day and year above written.

appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing
articles and that the respective capacities therein set forth and declared that the statements therein contained are true.

Luedtke and Herbert Nadelhoffer

19

A. H. Fornell, William
(Names of Incorporators)

I, **Andrew S. Adell**, a Notary Public do hereby certify that on the

STATE OF ILLINOIS,
County of **COOK**

ACKNOWLEDGMENT

[Signatures]

Incorporators

(INCORPORATORS MUST SIGN BELOW)

(NOTE: Any special provision authorized or permitted by statute to be contained in the Articles of Incorporation,
may be inserted above.)

6
See Rider Attached hereto and
made a part hereof

R71-38013

5. The purpose and purposes for which the corporation is organized are:

This corporation (hereinafter called the "Organization") does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide recreational facilities and areas, and for the maintenance, preservation and architectural control thereof, for the use and benefit of persons residing in the area commonly known as Woodridge Center located in the Village of Woodridge, DuPage County, Illinois, and for the use and benefit of such other persons as the Board of Directors of the Organization may from time to time deem appropriate, and to promote the health, safety and welfare of said persons, and to:

(a) fix, levy, collect and enforce payment by any lawful means, all charges or assessments lawfully imposed upon the members of the Organization; to pay all expenses incident to the conduct of the business of the Organization including all licenses, taxes or governmental charges levied or imposed against the property of the Organization;

(b) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Organization;

(c) borrow money, and with the favorable vote by two-thirds (2/3) of each class of Resident Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) dedicate, sell or transfer all or any part of the property owned or controlled by the Organization to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Resident Members, agreeing to such dedication, sale or transfer;

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R71-38043

(e) participate in mergers and consolidations with other nonprofit corporations organized for the similar purposes, provided that any such merger or consolidation shall have the favorable vote of two-thirds (2/3) of each class of Resident Members;

(f) have and to exercise any and all powers, rights and privileges which a corporation organized under the General Not for Profit Corporation Act of the State of Illinois by law may now or hereafter have or exercise.

6. Special Provisions:

MEMBERSHIP. There shall be three classes of members, to wit:

(1) Resident Members, (2) Association Members, and (3) Developer

Members:

(1) Resident Members shall consist of the members of the various Illinois not-for-profit corporations (hereinafter called "Associations") which serve as homeowners associations for various units of residential dwelling units having single family detached, single family attached and townhouse styles of construction located within Woodridge Center as that area is delineated on maps on file with the Village of Woodridge, DuPage County, Illinois. Resident Membership is appurtenant to membership in an Association. A Resident Membership shall be transferred only upon the transfer of the membership in the Association to which it is appurtenant, and only to the same transferee. Any attempt to make a transfer other than as permitted shall be void and will not be reflected on the books and records of Organization. In the event the owner and transferor of any membership in an Association should fail or refuse to transfer the appurtenant resident membership in Organization registered in his name to the transferee of such membership in the Association, the Organization shall have the right to record the transfer upon the books of the Organization and issue a new certificate to the transferee, and thereupon the old certificate outstanding shall be null and void as though the same had been surrendered.

(2) Association Members shall consist of each of the Associations referred to in subparagraph (1) above. An Association shall automatically become a member upon the conveyance of the first residential unit from Rossmoor Associates, its successor and assigns (hereinafter called the "Developer") to a member of such Association. Each such Association shall elect not more than one Representative to the Organization (hereinafter called "Representative") in the manner provided in the By-Laws of each such Association. Each Association shall give written notice to the Organization from time to time identifying the Representative, and the Organization shall be entitled to rely on such notices for the purpose of identifying the Representative of each such Association.

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R71-38043

(3) Developer Members shall be those persons appointed by Rossmoor Associates, a limited partnership of Illinois, its successors and assigns, to serve on the Board of Directors of the Organization and serve as members of the Organization.

VOTING RIGHTS. The voting rights shall be determined by the By-Laws of the Organization.

DISSOLUTION. The Organization may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Resident Members. Upon dissolution of the Organization, other than incident to a merger or consolidation, the assets of the Organization shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Organization was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

AMENDMENTS. Amendment of these Articles shall require the favorable vote of two-thirds (2/3) of the Resident Members.

FHA/VA APPROVAL. Mergers and consolidations, mortgaging and dedication of properties owned by the Organization, dissolution, and amendment of these Articles must have the prior written approval of the Federal Housing Administration and the Veterans Administration.

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R74-38043

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1974 JUL 25 AM 10-30

Certificate of
Incorporation
of

James P. [Signature]

10%
27

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mail to
Andrew S. Adsit
Cartering & Truck
Westfield & Minnow
120 S. La Salle
Chicago, ILL. 60603

STATE OF ILLINOIS

Office of the

Secretary of State

Room 781 ...

22781591

RETURN TO
ANDREW S. ADSIT
120 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60603

Draft of 4/5/74 (2)

R74 - 33628

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under Trust Agreement dated August 24, 1972 and known as Trust No. 60501, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Village of Woodridge, County of DuPage, State of Illinois, which is more particularly described in Exhibit "A" which is attached hereto and made a part hereof and in Section 1 of Article II hereof.

Signature

RECORDED
DU PAGE COUNTY
1974 JUL -3 PM 3:15

WHEREAS, Developer (hereinafter defined) intends to develop aforementioned property in the manner generally set forth in land use intensity plan (the "Plan") as set forth in Exhibit C to the Annexation Agreement (the "Annexation Agreement") dated July 20, 1972, by and among the Village of Woodridge, a municipal corporation of Illinois, and the corporate authorities thereof, Chicago Title and Trust Company, not individually but as Trustee under a trust agreement dated March 22, 1972, and known as Trust No. 59509, Northern Illinois Gas Company, Joseph Kuehl and Emma Kuehl, and Developer, as such Plan may be modified and amended from time to time.

WHEREAS, Developer further intends to incorporate pursuant to the Illinois Not for Profit Corporation Act homeowners associations relating to those portions of the Plan indicating the proposed development of residential dwelling units having single family detached, single family attached and townhouse styles of construction, and to record from time to time declarations of covenants, conditions and restrictions affecting such portions of the Plan.

WHEREAS, Developer is developing and constructing a facility (the Club House") which will be conveyed to the Organization (hereinafter defined) pursuant to Section 1 of Article II hereof for the mutual associations, their guests and invitees, which Club House is located on Outlot 4 of Woodridge Center Unit One, being a subdivision of parts of Sections 23, 24, 25 and 26, Township 38 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded October 23, 1972 as Document No. R72-64778, in DuPage County, Illinois.

WHEREAS, Developer and the Organization may from time to time determine that it is in the best interest of the members of the homeowners associations and of the development for the Organization to acquire title to additional land for the mutual benefit of the members of the said homeowners associations, their guests and invitees.

WHEREAS, Developer intends that the Organization Property (hereinafter defined) and the Club House shall be financed, managed and operated and that the aforesaid portions of the Plan which are or hereafter shall become subject to this Declaration shall be governed by certain architectural controls, in the manner hereinafter set forth in this Declaration.

THIS INSTRUMENT WAS PREPARED BY

Andrew S. Adsit
ARNSTEIN, GLUCK, WEITZENFELD & MINOW
120 S. LA SALLE ST.
CHICAGO, ILLINOIS 60603

2

NOW, THEREFORE, Declarant hereby declares that all of the properties described above and the Association Land (hereinafter defined) shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the properties and the Association Land and be binding on all parties having any right, title or interest in the Association Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Organization" shall mean and refer to WOODRIDGE CENTER VILLAGE IV ORGANIZATION, a not for profit corporation of Illinois, its successors and assigns.

Section 2. "Woodridge Center" shall mean and refer to certain properties located within the Village of Woodridge, DuPage County, Illinois, which properties are the subject of the Annexation Agreement hereinabove described, as it may be amended from time to time.

Section 3. "Association" shall mean and refer to Woodridge Center Home Owners' Association, and to each other homeowners' association relating to property within Woodridge Center which is developed with single family detached, single family attached, or townhouse residential housing type and which are annexed pursuant to Section 6 of Article VI of this Declaration.

Section 4. "Association Land" shall mean and refer to the land which is owned by an Association and to all Lots (hereinafter defined).

Section 5. "Lot" shall mean and refer to each residential plot of land shown upon any recorded plat of subdivision of Association Land which is subject to assessment by an Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Organization Property" shall mean all real and personal property owned or hereafter acquired by the Organization (including without limitation the real property particularly described in Section 1 of Article II hereof) and all other real or personal property in which the Organization has or hereafter obtains an interest by way of lease or easement for the use and enjoyment of the Owners.

Section 8. "Declarant" shall mean and refer to CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under Trust Agreement dated August 24, 1972 and known as Trust No. 60501, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 9. "Developer" shall mean and refer to Rossmoor Associates (a limited partnership of Illinois and the owner of the beneficial interest of said Trust No. 60501 of which Declarant is the Trustee), its successors and assigns.

Section 10. "Representative" shall mean and refer to each Representative to the Organization duly elected pursuant to the By-Laws of the respective Associations, and each such Representative shall be deemed to be the Representative of the Association Member of the Organization.

ARTICLE II

PROPERTY RIGHTS

Section 1. Club House. Upon or prior to the conveyance by or on behalf of the Developer of any lot within Woodridge Center Units Two, Three or Four, being subdivisions of parts of Sections 23, 24, 25 and 26, Township 38 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois, the fee title of the following described property, and all improvements thereon, shall be conveyed to the Organization free and clear of all encumbrances and be deemed to be Organization Property:

Outlots 1 and 4 in Woodridge Center Unit One being a Subdivision of parts of Sections 23, 24, 25 and 26, Township 38 North, Range 10, East of the Third Principal Meridian as per plat thereof, recorded October 23, 1972 as Document No. R-72-64778 (except that part of Outlot 4 described as follows: beginning at the Southeast Corner of Lot 7 in Woodridge Center Unit One, aforesaid; thence S 70°-41'-44" E., on the Southwesterly line of said Lot 7 extended Southeasterly a distance of 104.33 feet; thence N. 19°-18'-16" E. parallel with the East line of said Lot 7, a distance of 66.96 feet, more or less, to a point on the North line of Outlot 4, aforesaid, said point being 105.00 feet S 63°-49'-24" E. from the East line of Lot 8 in Woodridge Center Unit One, aforesaid; thence along the North and West lines of Outlot 4, aforesaid, the following three (3) courses and distances; thence N. 63°-44'-24" W., a distance of 105.00 feet; thence S. 19°-49'-33" W., a distance of 9.53 feet; thence S. 19°-18'-16" W., a distance of 70.00 feet to the place of beginning) in DuPage County, Illinois.

R71-33628

Declarant reserves for itself, its beneficiaries, and their respective successors and assigns, so long as there is a Class B Resident Member (as provided in Section 2 of Article III hereof), the free use of such portion of the Club House as the Developer may deem reasonably necessary for the promotion of, the sale and leasing of and the management of property within the development commonly known as Woodridge Center, and showing the entire Club House to prospective purchasers of property within Woodridge Center.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right of enjoyment in and to the Organization Property, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Organization to charge reasonable admission and other fees and to establish rules and regulations for the use of recreational facilities on the Organization Property, including without limitation the Club House.

(b) The right of the Organization to suspend the voting rights and the right to use of recreational facilities on the Organization Property (including without limitation the Club House) by an Owner, and by any persons claiming by, through or under an Owner, for any period during which any assessment against his Lot remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Organization to dedicate or transfer all or any part of the real property included within the Organization Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Owners. No such dedication or transfer shall be effective unless an instrument signed by the Owners of two thirds (2/3) of the Lots agreeing to such dedication or transfer has been recorded.

Section 3. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Organization his right of enjoyment to the Organization Property and facilities to the members of his family, his tenants, or contract purchasers who reside on Association Land.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. (a) Resident Members shall consist of every Owner of a Lot which is subject to assessment by the Organization. Resident Membership is appurtenant to membership in an Association. A Resident Membership shall be transferred only upon the transfer of the membership in the Association to which it is appurtenant, and only to the same transferee. Any attempt to make a transfer other than as permitted shall be void and will not be reflected on the books and records of Organization. In the event the owner and transferor of any membership in an Association should fail or refuse to transfer the appurtenant resident membership in Organization registered in his name to the transferee of such membership in the Association, Organization shall have the right to record the transfer upon the books of Organization and issue a new certificate to the transferee, and thereupon the old certificate outstanding shall be null and void as though the same had been surrendered.

(b) Association Members shall consist of each Association. An Association shall automatically become a member upon the conveyance of the first residential unit from the Developer to a member of such Association. Each such Association shall elect not more than one Representative to the Organization (hereinafter called "Representative") in the manner provided in the By-Laws of each such Association. Each Association shall give written notice to the Organization from time to time identifying the Representative, and the Organization shall be entitled to rely on such notices for the purpose of identifying the Representative of each such Association.

(c) Developer Members shall be those persons appointed by the Developer to serve on the Board of Directors of the Organization and serve as members of the Organization.

Section 2. (a) Except as provided in Section 2(b) of this Article III, only Representatives shall be entitled to one vote for each Lot included within the Association Land of the Association which he represents, provided however, that, until the earlier of the sale of 788 Lots or December 31, 1978, the Developer shall have the right at any time to veto any action taken by the Representatives except for the election of the members to the Board of Directors (other than the developer directors referred to in Section 2 of Article VII hereof). A majority of the votes cast shall decide any question brought before a meeting of Representatives, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation of the Organization or of this Declaration or of the By-Laws of the Organization, a different vote is required or a consent or approval is required, in which case such express provision shall govern and control. Proxy voting by Representatives shall be permitted. Resident Members shall not be entitled to vote except as provided in Section 2(b) of this Article III.

(b) Whenever by express provision of statute or of the Articles of Incorporation of the Organization or of this Declaration or of the By-Laws of the Organization, a vote or a consent or approval of the Resident Members is required, then such express provision shall govern and control in which event the Organization shall have two classes of voting by Resident Members:

Class A. Class A Resident Members shall be all Owners with the exception of the Declarant and the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Resident Member shall be the Developer and shall be entitled to one additional vote in excess of the aggregate number of votes to which Class A members are entitled. The Class B membership shall cease upon the happening of either of the following events, whichever occurs earlier:

- (i) the conveyance by or on behalf of the Developer of 788 Lots to Owners (other than the Declarant and the Developer); or
- (ii) December 31, 1978.

(c) Notwithstanding any provision to the contrary set forth in Paragraph 2(a) and 2(b) hereof, the right of the Developer to veto actions of the Representatives (as provided in Paragraph 2(a) hereof); and the Class B membership (as provided in Paragraph 2(b) hereof) shall cease upon the occurrence of any of the following events: (i) Developer shall not have conveyed for a period of one year any residential dwelling unit within the development project commonly known as Woodridge Center; or (ii) Developer elects to terminate the further development of the development project commonly known as Woodridge Center and sells or transfers substantially all of the property which has not theretofore been developed within said project, and the purchaser or transferee does not undertake upon the occurrence of said sale or transfer to proceed with the said project substantially in accordance with the Plan; or (iii) Developer institutes proceedings to be

adjudicated a voluntary bankrupt or consents in writing to the filing of a bankruptcy proceeding against it; or (iv) Developer shall have entered against it a decree or order of a court having jurisdiction adjudging it a bankrupt or insolvent and such decree or order shall have continued undischarged or unstayed for a period of one hundred eighty (180) days.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Organization: (1) annual and special assessments or charges of the Organization, (2) individual special assessments levied against individual Lot Owners to reimburse the Organization for extra costs for maintenance and repairs caused by the wilful or negligent acts of Owner and others for whom such Owner is legally responsible (as provided in Section 8 hereof), and (3) the individual special assessment referred to in Section 1 of Article VI hereof, and not caused by ordinary wear and tear, such assessments to be established and collected as hereinafter provided.

The Developer, for each Lot owned within Association Land, hereby covenants and agrees to pay to the Organization annual and special assessments and charges of the Organization to the extent required in Section 6 of this Article IV.

The annual, special and capital assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Organization shall be used to promote the recreation, health, safety, and welfare of the members; for the improvement, maintenance and management of the Organization Property, including but not limited to the Club House, private streets and driveways, walkways and private drainage facilities; and to provide transportation services.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment of the Organization shall be \$ 216 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment of the Organization may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the Resident Members or the Representatives.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment of the Organization may be increased above 5% by a vote of two thirds (2/3) of each class of Resident Members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Increases in assessments for the purpose of providing for the payment of increases in general real estate or personal property taxes from those paid by the Organization during the preceding calendar year shall not be subject to the limitations provided in Sections 3(a) and 3(b) of this Article IV, provided that the amount of such increase is clearly identified in the assessment notice.

(d) The Board of Directors of the Organization may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments of the Organization for Capital Improvements. In addition to the annual assessments authorized above, the Organization may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Organization Property, including fixtures and personal property related thereto, provided that any such assessment shall have two thirds (2/3) of each class of Resident Members who are voting in person or by proxy at a meeting called for such purpose, and provided that, in the event any such special assessment is to be in effect for a period in excess of a single assessment year, such special assessment shall be subject to approval by the applicable agency, if any, set forth in Section 5 of Article VI hereof.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members and Representatives not less than 15 days nor more than 40 days in advance of the meeting. At the first such meeting called, the presence of Resident Members, either in person or by proxy, entitled to cast sixty per cent (60%) of all the votes of each class of Resident Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. The annual and special assessments of the Organization must be fixed at a uniform rate for all Lots and may be collected on a monthly, bi-monthly or quarterly basis at the option of the Board of Directors of the Organization. The Developer shall be obligated to pay the full assessments on each Lot owned by the Developer or the Declarant except that, notwithstanding anything to the contrary contained in this Declaration, the assessments on each vacant Lot or unoccupied dwelling owned by the Developer or the Declarant shall be reduced and limited to (and not less than) twenty five per cent (25%) of the assessments fixed with respect to Lots owned or controlled by Owners other than the Developer and the Declarant.

R74-33628

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments of the Organization provided for herein shall commence as to each Lot initially subject to this Declaration on the first day of the month following the conveyance of any of the Organization Property to the Organization as provided in Section 1 of Article II hereof, and as to each Lot which may become subject to this Declaration by annexation (as provided in Section 6 of Article VI hereof) on the first day of the month following the date upon which an instrument is recorded with the Recorder of Deeds of DuPage County, Illinois which instrument causes such Lot to be subject to the terms and provisions of this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Organization shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto, the due dates shall be established by the Board of Directors of the Organization. The Organization shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Organization setting forth whether the assessments on a specified Lot have been paid.

R74-33628

Section 8: Individual Special Assessments. In the event that the need for maintenance or repairs to Organization Property is caused through the willful or negligent act of an Owner or others for whom such Owner is legally responsible, the cost of such maintenance and repairs shall be added to and become a part of the assessment to which such Owner's Lot is subject. Without limitation of the foregoing, the Owner shall pay to the Organization the amount of such costs within thirty days following the date a statement for such costs is submitted by the Organization to the Owner.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Organization. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. An Association and the Organization may jointly or separately, and without limitation of any other remedy which they may have in law or in equity, bring an action at law against the Owner personally obligated to pay the same, or take possession of or foreclose the lien against the property. The Organization may pursue one or more of the foregoing remedies. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the property owned or controlled by the Organization or the Association, or by abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No other sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Organization Property or the Association Land, nor shall any exterior color change or addition to or change or alteration thereon be made until the plans and specifications showing the nature, color, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of three (3) or more individuals appointed by the Board of Directors of the Organization. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The architectural control committee of the Organization may in its discretion establish and modify from time to time such rules, regulations and standards as it deems appropriate to maintain the architectural integrity of each Association and Woodridge Center.

R74-33628

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. An Association, the Organization, and any Owner, or any of them, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by an Association, Organization, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All expenses of the Organization, the Association and any such Owner, as the case may be, in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages liquidated or otherwise, together with interest thereon at the rate of 6% per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of the assessment against his Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Organization, Association or any Owner, or any of them.

Section 2. Board of Directors of the Organization. The Board of Directors of the Organization shall have such number of members as provided in the By-Laws of the Organization, provided however, that, until such time as the Organization is incorporated and the Board of Directors thereof is formed, the Developer shall exercise all of the powers, rights, duties and functions of the Organization.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Organization Property and the Association Land for a term of twenty (20) years from the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners of not less than ninety per cent (90%) of the Lots subject to this Declaration and thereafter by an instrument signed by the Owners of not less than seventy-five per cent (75%) of the Lots subject to this Declaration. An annexation of additional land pursuant to Section 6(b) of Article VI hereof shall not be deemed to be an amendment to this Declaration.

Section 5. FHA/VA Approval. Until the earlier of the sale of 788 residential units having single family detached, single family attached and townhouse styles of construction, or December 31, 1978, whichever shall first occur, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Organization Property, and amendment of this Declaration.

Section 6. Annexation. (a) Without limitation of the provisions of subparagraph (b) hereof, additional residential property and common areas lying outside of the area commonly known as Woodridge Center may be annexed to the real property to which this Declaration is applicable by a vote of two-thirds (2/3) of each class of Resident Members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) Additional land within the area commonly known as Woodridge Center, the general plan for which is shown in Exhibit C to the Annexation Agreement, as such general plan may from time to time be amended and modified, may be annexed by the Declarant or the Developer without the consent of members or the Representatives within six (6) years of the date of this instrument provided that (i) the Federal Housing Authority or the Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them or either of them and (ii) the areas being annexed do not include areas shown generally on the Plan for development of garden apartments or for the uses shown on the Plan for the Village Center.

Section 7. The Developer joins in this Declaration for the purpose of acknowledging its obligations hereunder, including without limitation its obligation to pay assessments as provided in Article IV hereof.

Section 8: Easement in Favor of the Village of Woodridge. The Village of Woodridge shall have an easement over the Organization Property for the purposes of snow removal, police patrol, trash collection and all other purposes necessary and proper in the reasonable and proper exercise of its inherent police power for the health, safety and welfare of the Organization members.

* * * *

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 the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers

conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Developer herein, has hereunto set their hands and seals this 3rd day of JULY, 1974.

ATTEST:

CHICAGO TITLE AND TRUST COMPANY,
as Trustee aforesaid

By

Thomas Szymanski
Assistant Vice President

ROSSMOOR ASSOCIATES
By ROSSMOOR ILLINOIS DEVELOPMENT Co.,
an Illinois corporation and general partner

ATTEST:

By

A.H. Fomell

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, AUGUSTINE NOSES, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Thomas Szymanski, Assistant Vice President of the CHICAGO TITLE AND TRUST COMPANY, and Glenn E. Skinner, Jr. Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said company, did affix the said corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of July, 19 74.

Augustine Noses
Notary Public

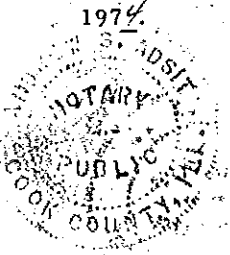
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

R74-33628

I, Andrew J. Adams
a Notary Public in and for said County, in the state aforesaid, DO HEREBY
CERTIFY THAT A. H. Fornell, Vice President
of ROSSMOOR ILLINOIS DEVELOPMENT CO., an Illinois corporation, and
Stuart N. Greenberger, Assistant Secretary of said Company,
personally known to me to be the same persons whose names are subscribed to
the foregoing instrument as such Vice President and Assistant Secre-
tary respectively, appeared before me this day in person and acknowledged
that they signed and delivered the said instrument as their own free and volun-
tary act, and as the free and voluntary act of said Company, for the uses and
purposes therein set forth; and the said Assistant Secretary did also then and
there acknowledge that said Assistant Secretary, as custodian of the corporate
seal of said company, did affix the said corporate seal of said Company to said
instrument as said Assistant Secretary's own free and voluntary act, and as the
free and voluntary act of said Company, for the uses and purposes therein set
forth.

Given under my hand and Notarial Seal this 3rd day of July,
1974.



Andrew J. Adams
Notary Public

CONSENT

The undersigned, being the mortgagee under the mortgage dated
September 25, 1972 and recorded on September 28, 1972 in DuPage County,
Illinois, as Document No. R72-59485, and under the mortgages dated
May 10, 1973, May 11, 1973 and May 12, 1973 and recorded on July 19,
1973 in DuPage County, Illinois, as Document Nos. R73-44755, R73-44754
and R73-44753, respectively, hereby consent to the foregoing Declaration
of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, this Consent has been executed this
3rd day of July, 1974.

ATTEST:

By Mark R. Rutledge
Real Estate Officer

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

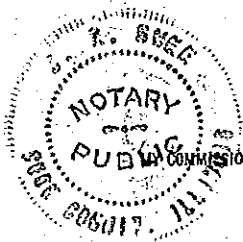
By Rudolph
Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

R74-33628

I, J. R. Sweet, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that R. W. Drake, Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and John K. Rutledge, Real Estate Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Real Estate Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth, and the said Real Estate Officer then and there acknowledged that said Real Estate Officer, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Real Estate Officer's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 3rd day of July, 1974.



J. R. Sweet
Notary Public

EXHIBIT A

R74-33628

Lots 1 through 57 in Woodridge Center Unit Two, being a subdivision of Parts of the Southeast 1/4 of Section 23 and the Southwest 1/4 of Section 24, North of the Indian Boundary Line, all in Township 38 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded June 18, 1973 as Document No. R73-35720 in DuPage County, Illinois.

AND

Lots 1 through 47 in Woodridge Center Unit Three, being a subdivision of part of the Southwest 1/4 of Section 24, Township 38 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded June 18, 1973 as Document No. R73-35721 in DuPage County, Illinois.

WRITTEN CONSENT OF DIRECTORS

The undersigned, being all of the directors of WOODRIDGE CENTER VILLAGE IV ORGANIZATION, an Illinois not for profit corporation, and waiving any notice which may be required by law, in lieu of holding the first meeting of the Board of Directors, do hereby consent in writing to the following corporate action:

RESOLVED, that the By-Laws which follow this Written Consent shall be and they hereby are adopted as the By-Laws of the corporation.

* * * *

RESOLVED, that the following persons shall be and they hereby are elected to the offices set forth opposite their respective names, each to serve for the term provided in the By-Laws and until their successors shall have been elected and qualified:

President	A. H. Fornell
Vice President	William D. Luedtke
Secretary	Herbert Nadelhoffer
Treasurer	James Coffey

* * * *

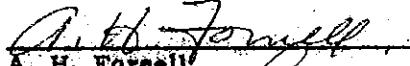
RESOLVED, that the seal impressed following this resolution shall be and it hereby is adopted as the corporate seal of the corporation.


* * * *



RESOLVED, that the Bank of Lisle, Lisle, Illinois, shall be and it hereby is appointed as the depository of the funds of the corporation, and the resolutions contained in the copy of the certificate of the Secretary which follows this Written Consent, as such resolutions are changed and modified as set forth therein, shall be and they hereby are adopted and ratified as if fully set forth herein.

IN WITNESS WHEREOF, these presents have been executed as of the 5th day of July, 1974.

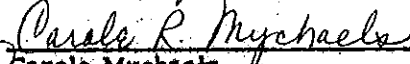

A. H. Foxnell

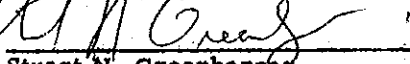

William D. Luedtke


Charles T. Censer


Herbert Nadelhoffer


James Coffey


Carole Mychalec


Stuart N. Greenberger


Andrew S. Adsit


Donald J. Hagerland

BY-LAWS

OF

WOODRIDGE CENTER VILLAGE IV ORGANIZATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is WOODRIDGE CENTER VILLAGE IV ORGANIZATION, hereinafter referred to as the "Organization." The principal office of the corporation shall be located in the Village of Woodridge, Illinois, but meetings of members and directors may be held at such places within the State of Illinois, County of DuPage, as may be designated by the Board of Directors.

ARTICLE II

MEMBERSHIP

Section 1. Classification. There shall be three classes of members, to wit: (1) Resident Members, (2) Association Members, and (3) Developer Members.

Section 2. Qualification and Admission.

(a) Resident Members shall consist of the members of the various Illinois not-for-profit corporations (hereinafter called "Associations") which serve as homeowners associations for various units of residential dwelling units having single family detached, single family attached and townhouse style of construction located within Woodridge Center as that area is delineated on maps on file with the Village of Woodridge, DuPage County, Illinois, and which are subject to assessments pursuant to the Declaration. Resident Membership is appurtenant to membership in an Association. A Resident Membership shall be transferred only upon the transfer of the membership in the Association to which it is appurtenant, and only to the same transferee. Any attempt to make a transfer other than as permitted shall be void and will not be reflected on the books and records of the Organization. In the event the owner and transferor of any membership in an Association should fail or refuse to transfer the appurtenant resident membership in the Organization

registered in his name to the transferee of such membership in the Association, the Organization shall have the right to record the transfer upon the books of the Organization and issue a new certificate to the transferee, and thereupon the old certificate outstanding shall be null and void as though the same had been surrendered.

(b) Association Members shall consist of each of the Associations referred to in subparagraph (a) of Section 2 of Article II of the By-Laws. An Association shall automatically become a member upon the conveyance of the first residential unit from or on behalf of Rossmoor Associates, its successor and assigns (hereinafter called the "Developer") to a member of such Association. Each such Association shall elect not more than one Representative to the Organization (hereinafter called "Representative") in the manner provided in the By-Laws of each such Association. Each Association shall give written notice to the Organization from time to time identifying the Representative, and the Organization shall be entitled to rely on such notices for the purpose of identifying the Representative of each such Association.

(c) Developer Members shall be those persons appointed by the Developer to serve on the Board of Directors of the Organization and serve as members of the Organization.

ARTICLE III

MEETINGS OF REPRESENTATIVES AND MEMBERS

Section 1. Annual Meeting. The first annual meeting of the Representatives shall be held within eighteen (18) months from the date of the conveyance of the first residential unit to a member of an Association, and each subsequent regular annual meeting of the Representatives shall be held on the fourth Tuesday of May of each year thereafter, at the hour of 7:30 o'clock, P. M. If the day for the annual meeting of the Representatives is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Representatives and of the Members may be called at any time by the president, by the majority of the Board of Directors, or by the Representatives entitled to cast thirty-five per cent (35%) of the voting power of the Representatives.

Section 3. Notice of Meetings.

(a) Written notice of each and every meeting of the Representatives shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) and not more than forty (40) days before such meeting to each Representative entitled to vote thereat, addressed to the Representative's address last appearing on the books of the Organization or supplied by the Representative for the purpose of notice. Such notice shall specify the place, day and hour of the meeting.

(b) Written notice of each and every meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) and not more than forty (40) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Organization or supplied by such Member for the purpose of notice. Such notice shall specify the place, day and hour and the purpose of the meeting.

Section 4. Voting.

(a) At every meeting of the Representatives, only Representatives shall have the right to vote, and each such Representative shall be entitled to one vote for each residential dwelling unit included within the Association which the Representative represents, subject however to the rights of the Developer as set forth in Section 2 (a) of Article III of the Declaration. A

majority of the votes cast shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation or of the Declaration or of these By-Laws, a different vote is required or a consent or approval is required, in which case such express provision shall govern and control. Representative shall not have the right to vote on matters relating to amending the Articles of Incorporation or on the dissolution of the Organization. Proxy voting by Representatives shall be permitted. Resident members shall not be entitled to vote except as provided in subparagraph (b) of this Section 4.

(b) Whenever by express provision of statute or of the Articles of Incorporation of the Organization or of the Declaration or of the By-Laws of the Organization, a vote or a consent or approval of the Resident Members is required, then such express provision shall govern and control in which event the Organization shall have two classes of voting by Resident Members:

Class A. Class A Resident Members shall be all Owners with the exception of the Declarant and the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Resident Member shall be the Developer and shall be entitled to one additional vote in excess of the aggregate number of votes to which Class A members are entitled. The Class B membership shall cease upon the happening of either of the following events, whichever occurs earlier:

- (i) the conveyance by or on behalf of the Developer 788 Lots to Owners (other than the Declarant and the Developer); or
- (ii) December 31, 1978.

(c) Notwithstanding any provision to the contrary set forth in Paragraph 2(a) and 2(b) of Article III of the Declaration, the right of the Developer veto actions of the Representatives (as provided in Paragraph 2(a) thereof), and the Class B membership (as provided in Paragraph 2(b) thereof) shall cease upon the occurrence of any of the following events: (i) Developer shall not have conveyed for a period of one year any residential dwelling unit within the development project commonly known as Woodridge Center; or (ii) Developer elects to terminate the further development of the development project commonly known as Woodridge Center and sells or transfers substantially all of the property which has not theretofore been developed within said project, and the purchaser or transferee does not undertake upon the occurrence of said sale or transfer to proceed with the said project substantially in accordance with the Plan; or (iii) Developer institutes proceedings to be adjudicated a voluntary bankrupt or consents in writing to the filing of a bankruptcy proceeding against it; or (iv) Developer shall have entered against it a decree or order of a court having jurisdiction adjudging it a bankrupt or insolvent and such decree or order shall have continued undischarged or unstayed for a period of one hundred eighty (180) days.

(d) No resident Member shall be eligible to vote or be elected to the Board of Directors who, ten days prior to the date of the meeting, is shown on the books or management accounts of the Organization to be more than thirty (30) days delinquent in any payment due to such Member's Association or to the Organization.

Section 5. Quorum. The presence at the meeting of Representatives entitled to cast fifty per cent (50%) of the votes, or the presence at a meeting of the Members entitled to cast ten percent (10%) of the votes, shall constitute a quorum at the respective meetings for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present at any meeting, the Representatives or the members, as the case may be, entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Organization shall be managed by a Board of Directors consisting of nine (9) directors. Upon the expiration of the period during which the Developer is entitled to appoint directors on the Board of Directors as set forth in Section 2 below, the number of directors shall be the number of Association members multiplied by three.

Section 2. Qualification. Until the earlier of the sale of 788 residential units having single family detached, single family attached and townhouse styles of construction in Woodridge Center, as described in Section 2 of Article II hereof, or December 31, 1978, at least five (5) of the directors shall be appointed from time to time by the Developer (the "developer directors"). Each director other than developer directors shall be a member of an Association,

Section 3. Term of Office. Subject to the provisions of Section 1, all directors, other than developer directors, shall be elected at the annual meeting of the Representatives for a term of one year.

Section 4. Nomination. Nomination for the election of directors (other than developer directors) to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made by Representatives at the annual meeting of the Representatives. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of Associations. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Representatives, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 5. Election. Election of directors (other than developer directors) to the Board of Directors shall be by secret written ballot of the Representative. Each Representative shall be entitled to cast the number of votes for as many persons as there are directors to be elected. Cumulative voting shall not be permitted. The persons receiving the largest number of votes shall be elected.

Section 6. Removal. Any director, other than a developer director, may be removed from the Board, with or without cause, by a majority vote of the Representatives. In the event of death, resignation or removal of a director, other than a developer director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 7. Compensation. No director shall receive compensation for any service he may render to the Organization. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 8. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. 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, provided a majority of the whole Board of Directors shall be present.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Director shall be held when called by the president of the Organization, or by any two directors, after not less than three (3) days' notice to each director.

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

In addition to the duties and powers inherently charged to and possessed

by the Organization as an Illinois not-for-profit corporation and by the directors thereof and the duties and powers enumerated in the Declaration and in the Articles of Incorporation of the Organization, or elsewhere provided for, and without limiting the generality of the same, the Organization and the directors thereof shall have the following duties and powers:

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the facilities which the Organization owns or leases, and the personal conduct of the Resident Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the right to use of the recreational facilities by a Resident Member during any period in which such member shall be in default in the payment of any assessment levied by the Organization. Such rights may also be suspended for periods specified in the Declaration for infractions of published rules and regulations;

(c) declare that a directorship (other than the directorship of a developer director) of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(d) cooperate with each Association in the notification and collection of the assessments of the respective Associations by all lawful means;

(e) grant easements where necessary or appropriate for public utilities over the Organization Property; and

(f) employ a manager or other persons and to contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any part of the duties and powers of the Organization.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof at the annual meeting of the Representatives, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Representatives who are entitled to vote;

(b) supervise all officers, agents and employees of the Organization, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot subject to the Declaration at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Resident Member subject thereto at least thirty (30) days in advance of each annual assessment period;
and

(3) foreclose the lien against, and take possession of, any property for which assessments are not paid within thirty (30) days after due date, and to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid and whether or not specifically described property is subject to the Declaration. A reasonable charge may be established by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payments;

(e) procure and maintain adequate liability and hazard insurance, on property owned or leased by the Organization;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the recreational areas and other lands under the control of the Organization to be managed and maintained;

(h) pay any real and personal property taxes and other charges assessed against the Organization Property;

(i) maintain such policy or policies of insurance at all times as the Board of Directors deems necessary or desirable in furthering the purpose of and protecting the interests of the Organization, and its property, members, officers, and directors;

(j) own, maintain, and otherwise manage the Organization Property, and all facilities, improvements, sidewalks, parking areas, exterior lighting, and landscaping situated on the Organization Property;

(k) obtain, for the benefit of the Organization Property appropriate water, gas, and electric service, refuse collection and similar services; and

(l) establish and maintain a working capital and contingency fund with respect to the Organization Property in the amount determined from time to time by the Board of Directors. The funds shall be employed by the Organization in such manner as its Directors shall deem fit, consistent with the terms and provisions of the Declaration. Funding may be provided by means of annual assessments hereinabove provided.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Organization shall be a president and a vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Representatives.

Section 3. Term. The officers of the Organization shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Organization may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried

out; shall sign all leases, mortgages, deeds and other written instruments and shall, unless the authority is delegated to a management agent, co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall, unless one or more of these duties are delegated to a management agent, record the votes and keep the minutes of all meetings and proceedings of the Board and of the Representatives; keep the corporate seal of the Organization and affix it on all papers requiring said seal; serve notice of meetings of the Board, of the Representatives; and of the Men; keep appropriate current records showing the members of the Organization together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall, unless one or more of these duties are delegated to a management agent, receive and deposit in appropriate bank accounts all monies of the Organization and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Organization; keep proper books of account; cause an annual audit of the Organization books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Representatives at their regular annual meeting and deliver a copy of each to the Resident Members.

ARTICLE VIII

BOOKS AND RECORDS

The books, records and papers of the Organization shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation and the By-Laws of the Organization and the Declaration shall be available for inspection by any member at the principal office of the Organization, where copies may be purchased at a reasonable cost.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint by resolution an Architectural Control Committee as provided in the Declaration, and such other standing or special committees as may be provided by resolution of the Board of Directors for the administration of the affairs of the Organization, and to carry out the purposes of the Organization.

ARTICLE X

CORPORATE SEAL

The Organization shall have a seal in circular form having within its circumference the words: "Village IV"

ARTICLE XI

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Representatives, by a majority vote of the Representatives present, in person or by proxy, at such meeting except that the Federal Housing Administration and the Veterans Administration shall have the right to veto any amendments, and except that the Developer shall have the right to veto any amendment so long as the Developer is entitled to appoint directors to the Board of Directors of the Organization as provided in Section 2 of Article IV hereof.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII

MISCELLANEOUS

The fiscal year of the Organization shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

As used in these By-Laws, the word "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions recorded on July 3, 1974 as Document No. R74-33628, in DuPage County, Illinois, and such additions thereto as may hereafter be brought within the jurisdiction of the Organization.

①
AFTER RECORDING RETURN TO:

ANDREW S. AOST
SEARS TOWER, 75th FLOOR
CHICAGO, ILLINOIS 60606

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(WOODRIDGE CENTER VILLAGE IV ORGANIZATION)

THIS DECLARATION made and entered into by CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under Trust Agreement dated August 24, 1972, and known as Trust No. 60501 (the "Declarant");

WITNESSETH:

WHEREAS, Declarant made certain real property subject to the Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Recorder of Deeds of DuPage County, Illinois a Document No. R74-33628 (the "Declaration"); and

WHEREAS, under the Declaration the right is reserved in the Declarant to annex and add certain real property to the provision of the Declaration; and

WHEREAS, the Declarant is the legal title holder of and intends to so annex and add the following real property (the "Additional Property") to the provisions of the Declaration:

Lots 39 to 70, both inclusive, in Woodridge Center Unit Four, being a subdivision of part of the South-west Quarter of Section 24, Township 38 North, Range 10, East of the Third Principal Meridian, according to Plat thereof, recorded June 18, 1973, per Document No. R73-35722, in DuPage County, Illinois; and

WHEREAS, the Additional Property is now improved with two (2) multi-family structures, each containing four (4) residential units and with four (4) multi-family structures, each containing six (6) residential units;

NOW, THEREFORE, the Declarant, as the legal title holder of Additional Property, and for the purpose above set forth, hereby declares that the Declaration be and hereby is amended as follows:

1. The Additional Property is hereby annexed and added to the provisions of the Declaration by amending Exhibit A thereof so as to add the Additional Property, which shall be subject to and governed in all respects by the terms and provisions of the Declaration.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

CHARGE - DU PAGE CO. CRY.

840840

RECORDED
DU PAGE COUNTY

1975 JUN -3 PM 3:15

R75- 25273

George A. ...

R75-252

The Developer as defined in the Declaration, joins in this Amendment to Declaration for the purpose of acknowledging its obligations under the Declaration, as hereby amended, including with limitation its obligation to pay assessments as provided in Article IV thereof.

* * * *

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 the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding that portion of the trust property specifically described herein. This instrument is executed and delivered by said Trustee not in his own right, but solely in the exercise of the powers conferred upon him as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

* * * *

IN WITNESS WHEREOF, the undersigned, being the Declarant and Developer herein, have hereunto set their hands and seals this 27th day of May, 1975.

ATTEST:

J. Kelly
Assistant Secretary

CHICAGO TITLE AND TRUST COMPANY,
as Trustee aforesaid

By [Signature]
Assistant Vice President

ATTEST:

Assistant Secretary

ROSSMOOR ASSOCIATES
By ROSSMOOR ILLINOIS DEVELOPMENT ()
an Illinois corporation and
general partner

By _____

R75-25273

The Developer as defined in the Declaration, joins in this Fi Amendment to Declaration for the purpose of acknowledging its obligations under the Declaration, as hereby amended, including without limitation its obligation to pay assessments as provided in Article IV thereof.

* * * *

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 the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, this instrument is executed and delivered by said Trustee not in his own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument containing either expressed or implied, all such personal liability, if any, being expressly waived and released.

* * * *

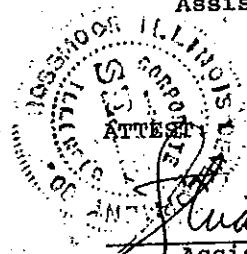
IN WITNESS WHEREOF, the undersigned, being the Declarant and Developer herein, have hereunto set their hands and seals this 27th day of May, 1975.

CHICAGO TITLE AND TRUST COMPANY,
as Trustee aforesaid

ATTEST:

Assistant Secretary

By Assistant Vice President



ROSSMOOR ASSOCIATES
By ROSSMOOR ILLINOIS DEVELOPMENT CO
an Illinois corporation and
general partner

Stuart Kneiberg
Assistant Secretary

By Paul G. Ganser V.P.

THIS INSTRUMENT WAS PREPARED BY:

ANDREW S. ADER
ARNSTEIN, GLUCK, WEITZENFELD & MINOW
SEARS TOWER - 75th FLOOR
CHICAGO, ILLINOIS 60606

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

R75-2527

I, KAREN ANAGNOS, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that DAVID T. COHEN, Assistant Vice President of the CHICAGO TITLE AND TRUST COMPANY, and PATRICIA DREYER KELLY, Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of May, 1975.

Karen Anagnos
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, KAREN ANAGNOS, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT DAVID T. COHEN, Vice President of ROSSMOOR ILLINOIS DEVELOPMENT CO., an Illinois corporation, and PATRICIA DREYER KELLY, Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said company, did affix the said corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of May, 1975.

Karen Anagnos
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

R75-252

I, _____, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that _____, Assistant Vice President of the CHICAGO TITLE AND TRUST COMPANY, and _____, Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 197_.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, ANDREW S. ADRI, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT CHARLES T. GANSER, Vice President of ROSSMOOR ILLINOIS DEVELOPMENT CO., an Illinois corporation, and STUART N. GREENWALDER, Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said company, did affix the said corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of May, 1975.

Andrew S. Adri
Notary Public

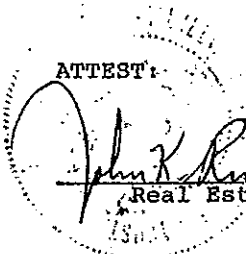


CONSENT

The undersigned, being the mortgagee under the mortgage dated September 25, 1972 and recorded on September 28, 1972 in DuPage County, Illinois, as Document No. R72-59485, as supplemented by amendments recorded as Document Nos. R74-09267, R74-12861 and R74-3361 and under the mortgage dated May 12, 1973 and recorded on July 11, 1973 in DuPage County, Illinois, as Document No. R73-44753, as amended and supplemented, hereby consents to the foregoing First Amendment to Declaration.

IN WITNESS WHEREOF, this Consent has been executed this 27th day of May, 1975.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO



ATTEST:

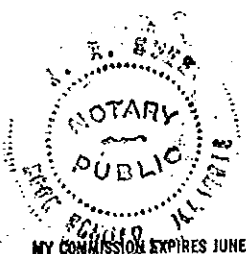
John K. Rutledge
Real Estate Officer

By *Douglas W. Hall*
Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, J. R. Swee, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Douglas W. Hall, Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and JOHN K. RUTLEDGE, Real Estate Officer of said Company who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Real Estate Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth, and the said Real Estate Officer then and there acknowledged that said Real Estate Officer, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Real Estate Officer's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 27th day of May, 1975.



J. R. Swee
Notary Public

APPROVAL AND CONSENT

R75-25273

The Veterans Administration has determined (in accordance with Section 6(b) of Article VI of the aforementioned Declaration) that the annexation of the Additional Property is in accord with the general plan of Woodridge Center heretofore approved by the Veterans Administration, and the Veterans Administration hereby approves, and consents to, the foregoing First Amendment to Declaration.

IN WITNESS WHEREOF, this Approval and Consent has been executed this 29th day of May, 1975.

VETERANS ADMINISTRATION

By  H. F. LHM
(Title) Loan Guaranty Officer