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**DECLARATION OF
CONDOMINIUM
Tazewell County**

This Document Prepared By:

Sandra Birdsall
Cullinan Properties, Ltd.
7707 N. Knoxville Ave.
Peoria, IL 61614

After Recording, Return To:

Cullinan Properties, Ltd.
Attn: Sandra Birdsall
7707 N. Knoxville Ave.
Peoria, IL 61614

**DECLARATION OF CONDOMINIUM
PURSUANT TO THE CONDOMINIUM PROPERTY ACT**

**HARBOR POINT CONDOMINIUMS
AND AMENDMENT TO
DECLARATION OF RESTRICTION FOR
HARBOR POINTE SUBDIVISION**

This Declaration made and entered into this 13th day of December, 1996, by Cullinan Properties, Ltd. (hereafter "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple of certain real estate, hereinafter described, Peoria County, Illinois; and

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

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

WHEREAS, the Developer desires and intends that the several Unit Owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote

and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property; and

WHEREAS, the Developer also wishes to submit additional property as described in Exhibit A to the Declaration of Restrictions for Harbor Pointe Subdivision and Harbor Pointe Homeowners' Association By-laws recorded February 15, 1996 as Document No. 96-02753 (hereafter "Declaration of Restrictions").

NOW THEREFORE, the Developer **DECLARES** as follows:

1. Words and Terms. All of the words and terms used in this Declaration shall be defined as defined in the Declaration of Restrictions except as defined herein.

2. Additional Words and Terms Defined. In addition, the following words and terms are defined as follows:

a. Act - The Condominium Property Act of the State of Illinois, as amended from time to time.

b. Common Elements - All portions of the Property except the Units, including, without limiting the generality of the foregoing, the Parcel, roofs and exterior building surfaces of the improvements on the Parcel, wherever located.

c. Condominium Instruments - All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-laws and Plat.

d. Limited Common Elements - That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto, including specifically such portions of the perimeter walls, floors and ceilings, windows, sidewalks, patios and doors and all fixtures and structures therein that lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component part thereof that serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit.

e. Plat - A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of the three-dimensional, horizontal and vertical delineation of all such Units and such other data as may be required by the Act.

f. Unit Owner - The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.

If there is any conflict between the Declaration of Restrictions and this document, this document shall control.

3. Descriptions

a. Legal description of Parcel. The Parcel hereby submitted to the provisions of the Act and also to the Declaration of Restrictions for Harbor Pointe Subdivision is legally described in Exhibit A attached hereto.

b. Description of Units. All units are delineated on the Plat attached hereto as Exhibit B and made a part of this Declaration. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Said Units are legally described on Exhibit B attached hereto and made a part hereof.

4. Use and Ownership of the Common Elements

a. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments, and the rules and regulations of the Board and the Declaration of Restrictions.

b. Each Unit Owner shall own an undivided interest in the Common Elements, in the percentage set forth in Exhibit C attached hereto and made a part hereof, as a tenant in common with all other Unit Owners. Such percentage is based on the Developer's initial determination of relative values of the units. Each Owner, his agents, permitted occupants, family members and invitees shall have the right to use the Common Elements for all purposes incidental to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to and run with his Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only his Unit and the Limited Common Elements access to which is available only through his Unit. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit Owner. Limited Common Elements may not be transferred between or among Unit Owners.

5. Encroachments and Easements

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

b. An easement is established over private right-of-way as shown on the final plat of Harbor Pointe Residences at East Peoria Marina as recorded January 2, 1996 as Document No. 96-00001 in Plat Book "MM", pages 195-200 and re-recorded on December 6, 1996 as Document No. 96-24448 in Plat Book "NN", pages 139-148.

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

d. Upon approval by a least 67% of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of utilities. When such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid before recordation of the dedication. Upon approval by a majority of the Unit Owners, an easement may be granted for the laying, maintenance, and repair of cable television cable. Upon approval by a majority of the Unit Owners, an easement may be granted to a governmental body for construction, maintenance, and repair of a project for protection against water damage or erosion. Any action pursuant to this Paragraph 5c must be taken at a meeting of Unit Owners duly called for that purpose.

e. All easements and rights described herein are easements appurtenant, running with the Parcel, and shall insure to be benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in the Parcel, or any part or portion thereof.

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

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

7. Common Expenses. The Association shall acquire and pay for, out of the Common Expenses herein provided, the following:

a. Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation and for the protection of the Common Elements and the Units. The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the U.S. Department of Housing and Urban Development (HUD), the Federal Housing Authority (FHA), or the Veterans Administration (VA to the extent that (i) such agency is a mortgagee, assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof; and (ii) such agency's requirements do not conflict with those contained in the Act.

Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

b. The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, on such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting from the destruction of the major portion of one or more Units occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the By-laws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

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

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

10. Special Assessments. At any time the Board determines that Regular Assessments shall be inadequate to provide funds for all Operating Expenses, the Board shall have the right to assess Unit Owners a special assessment in the percentage that the square footage of their unit bears to the total square footage of the units platted.

IN WITNESS WHEREOF, Cullinan Properties, Ltd., an Illinois corporation, as Developer has caused its name to be signed to this document on the day and year first above written.

CULLINAN PROEPRITIES, LTD.

By: Sandra J. Birdsall
Its: Exec Vice President

ATTEST:

By: Susan M. Auer
Its: Assistant Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF PEORIA)

I, SUSAN M. AUER, a Notary Public in said County, in the State aforesaid, do hereby certify that SANDRA J. BIRDSALL and SARAH F. FITZGIBBONS, are personally known to me to be EXEC. V. PRESIDENT and ASST. SECRETARY of said Corporation, and whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed as such and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Dated this 13th day of December, 1996

Susan M. Auer
Notary Public

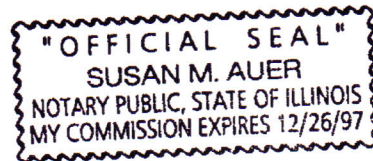
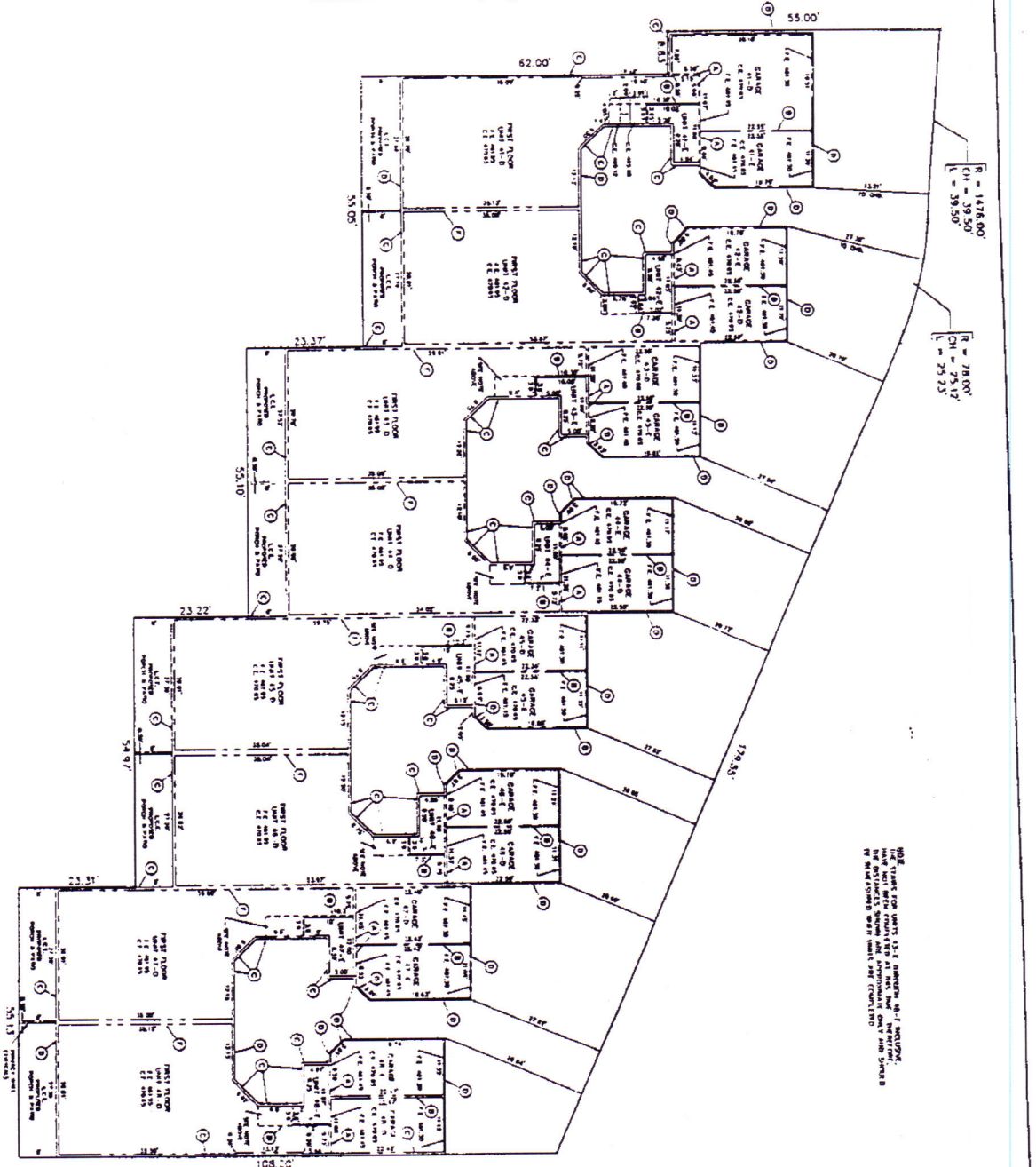


Exhibit "A"
Legal Description

Unit 41-D, Garage Unit 41-D, Unit 41-E, Garage Unit 41-E, Unit 42-D, Garage Unit 42-D, Unit 42-E, Garage Unit 42-E, Unit 43-D, Garage Unit 43-D, Unit 43-E, Garage Unit 43-E, Unit 44-D, Garage Unit 44-D, Unit 44-E, Garage Unit 44-E, Unit 45-D, Garage Unit 45-D, Unit 45-E, Garage Unit 45-E, Unit 46-D, Garage Unit 46-D, Unit 46-E, Garage Unit 46-E, Unit 47-D, Garage Unit 47-D, Unit 47-E, Garage Unit 47-E, Unit 48-D, Garage Unit 48-D, Unit 48-E, Garage Unit 48-E of HARBOR POINTE CONDOMINIUMS at EastPort Marina, East Peoria, Illinois per plat recorded on December 6, 1996 as Document No. 96-24449 in Plat Book NN, pages 149 through 156 with the Tazewell County Recorder of Deeds, Tazewell County, Illinois.

Part of TAX I.D. Nos: 01-22-400-019 for Lot 42 and
01-22-400-018 for Lot 44

Exhibit "B" page 2 of 4



NOTE: THESE FLOOR PLANS ARE A REPRESENTATION OF THE PROPOSED UNIT LAYOUTS AND ARE NOT TO BE USED FOR CONSTRUCTION. THE EXACT LAYOUTS SHALL BE DETERMINED BY THE ARCHITECT AND APPROVED BY THE BOARD OF DIRECTORS. THESE FLOOR PLANS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

LEGEND

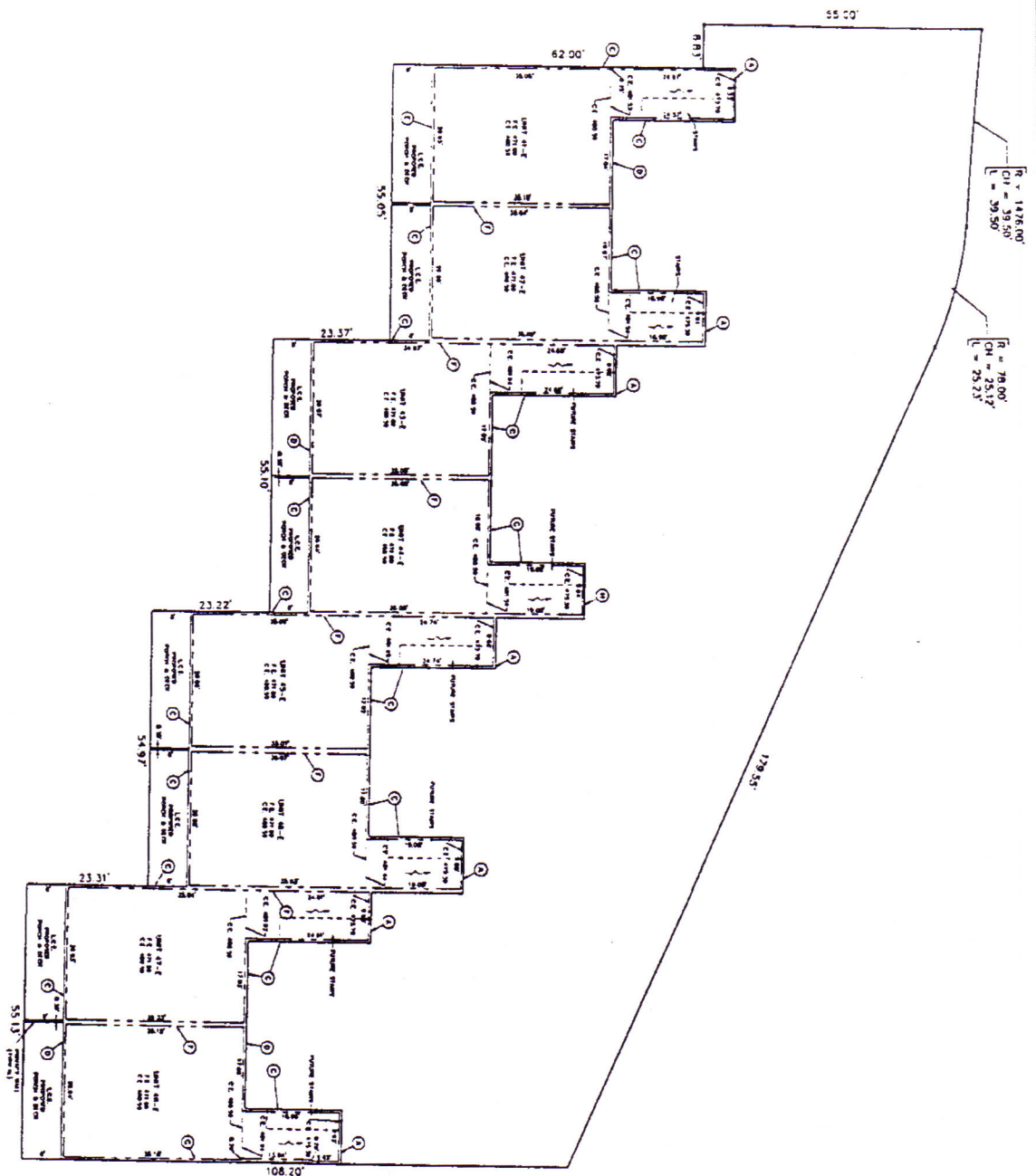
1	WALL	1/2" = 1'-0"
2	DOOR	1/2" = 1'-0"
3	WINDOW	1/2" = 1'-0"
4	STAIR	1/2" = 1'-0"
5	ELEVATOR	1/2" = 1'-0"
6	RESTROOM	1/2" = 1'-0"
7	STORAGE	1/2" = 1'-0"
8	COMMON AREA	1/2" = 1'-0"
9	UNIT 41-0	1/2" = 1'-0"
10	UNIT 41-1	1/2" = 1'-0"
11	UNIT 41-2	1/2" = 1'-0"
12	UNIT 41-3	1/2" = 1'-0"
13	UNIT 41-4	1/2" = 1'-0"
14	UNIT 41-5	1/2" = 1'-0"
15	UNIT 41-6	1/2" = 1'-0"
16	UNIT 41-7	1/2" = 1'-0"
17	UNIT 41-8	1/2" = 1'-0"
18	UNIT 41-9	1/2" = 1'-0"
19	UNIT 41-10	1/2" = 1'-0"
20	UNIT 41-11	1/2" = 1'-0"
21	UNIT 41-12	1/2" = 1'-0"
22	UNIT 41-13	1/2" = 1'-0"
23	UNIT 41-14	1/2" = 1'-0"
24	UNIT 41-15	1/2" = 1'-0"
25	UNIT 41-16	1/2" = 1'-0"
26	UNIT 41-17	1/2" = 1'-0"
27	UNIT 41-18	1/2" = 1'-0"
28	UNIT 41-19	1/2" = 1'-0"
29	UNIT 41-20	1/2" = 1'-0"
30	UNIT 41-21	1/2" = 1'-0"
31	UNIT 41-22	1/2" = 1'-0"
32	UNIT 41-23	1/2" = 1'-0"
33	UNIT 41-24	1/2" = 1'-0"
34	UNIT 41-25	1/2" = 1'-0"
35	UNIT 41-26	1/2" = 1'-0"
36	UNIT 41-27	1/2" = 1'-0"
37	UNIT 41-28	1/2" = 1'-0"
38	UNIT 41-29	1/2" = 1'-0"
39	UNIT 41-30	1/2" = 1'-0"
40	UNIT 41-31	1/2" = 1'-0"
41	UNIT 41-32	1/2" = 1'-0"
42	UNIT 41-33	1/2" = 1'-0"
43	UNIT 41-34	1/2" = 1'-0"
44	UNIT 41-35	1/2" = 1'-0"
45	UNIT 41-36	1/2" = 1'-0"
46	UNIT 41-37	1/2" = 1'-0"
47	UNIT 41-38	1/2" = 1'-0"
48	UNIT 41-39	1/2" = 1'-0"
49	UNIT 41-40	1/2" = 1'-0"
50	UNIT 41-41	1/2" = 1'-0"
51	UNIT 41-42	1/2" = 1'-0"
52	UNIT 41-43	1/2" = 1'-0"
53	UNIT 41-44	1/2" = 1'-0"
54	UNIT 41-45	1/2" = 1'-0"
55	UNIT 41-46	1/2" = 1'-0"
56	UNIT 41-47	1/2" = 1'-0"
57	UNIT 41-48	1/2" = 1'-0"
58	UNIT 41-49	1/2" = 1'-0"
59	UNIT 41-50	1/2" = 1'-0"
60	UNIT 41-51	1/2" = 1'-0"
61	UNIT 41-52	1/2" = 1'-0"
62	UNIT 41-53	1/2" = 1'-0"
63	UNIT 41-54	1/2" = 1'-0"
64	UNIT 41-55	1/2" = 1'-0"
65	UNIT 41-56	1/2" = 1'-0"
66	UNIT 41-57	1/2" = 1'-0"
67	UNIT 41-58	1/2" = 1'-0"
68	UNIT 41-59	1/2" = 1'-0"
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71	UNIT 41-62	1/2" = 1'-0"
72	UNIT 41-63	1/2" = 1'-0"
73	UNIT 41-64	1/2" = 1'-0"
74	UNIT 41-65	1/2" = 1'-0"
75	UNIT 41-66	1/2" = 1'-0"
76	UNIT 41-67	1/2" = 1'-0"
77	UNIT 41-68	1/2" = 1'-0"
78	UNIT 41-69	1/2" = 1'-0"
79	UNIT 41-70	1/2" = 1'-0"
80	UNIT 41-71	1/2" = 1'-0"
81	UNIT 41-72	1/2" = 1'-0"
82	UNIT 41-73	1/2" = 1'-0"
83	UNIT 41-74	1/2" = 1'-0"
84	UNIT 41-75	1/2" = 1'-0"
85	UNIT 41-76	1/2" = 1'-0"
86	UNIT 41-77	1/2" = 1'-0"
87	UNIT 41-78	1/2" = 1'-0"
88	UNIT 41-79	1/2" = 1'-0"
89	UNIT 41-80	1/2" = 1'-0"
90	UNIT 41-81	1/2" = 1'-0"
91	UNIT 41-82	1/2" = 1'-0"
92	UNIT 41-83	1/2" = 1'-0"
93	UNIT 41-84	1/2" = 1'-0"
94	UNIT 41-85	1/2" = 1'-0"
95	UNIT 41-86	1/2" = 1'-0"
96	UNIT 41-87	1/2" = 1'-0"
97	UNIT 41-88	1/2" = 1'-0"
98	UNIT 41-89	1/2" = 1'-0"
99	UNIT 41-90	1/2" = 1'-0"
100	UNIT 41-91	1/2" = 1'-0"
101	UNIT 41-92	1/2" = 1'-0"
102	UNIT 41-93	1/2" = 1'-0"
103	UNIT 41-94	1/2" = 1'-0"
104	UNIT 41-95	1/2" = 1'-0"
105	UNIT 41-96	1/2" = 1'-0"
106	UNIT 41-97	1/2" = 1'-0"
107	UNIT 41-98	1/2" = 1'-0"
108	UNIT 41-99	1/2" = 1'-0"
109	UNIT 41-100	1/2" = 1'-0"

HARBOR POINTE CONDOMINIUMS AT EASTPORT MARINA EAST FLORIDA, ILLINOIS

UNITS 41-48 DME FIRST FLOOR LAYOUT

DATE: 12/16/1996
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: 1" = 10'

9625021 12/16/1996 12:30P 10 of 12
 Robert A. Lutz - Tazewell County Recorder



WALL THICKNESS REFER LEGEND

- (1) - 8" ST
- (2) - 8" ST
- (3) - 8" ST
- (4) - 8" ST
- (5) - 8" ST
- (6) - 8" ST
- (7) - 8" ST
- (8) - 8" ST

SCALE: 1" = 10'

LEGEND

- 1 - FINISH FLOOR
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- 99 - FINISH FLOOR
- 100 - FINISH FLOOR

HARBOR POINTE CONDOMINIUMS AT
 EAST PEORIA, ILLINOIS
 UNITS 41-1 - 48
 SECOND FLOOR LAYOUT

DATE: 12/16/1996
 TIME: 12:30P
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

12/16/1996 12:30P

Exhibit "C"
Unit Owner Percentage Interest

Unit #	Total	Percentage
41-D	1622	5.3%
42-D	1352	4.5%
43-D	1398	4.5%
44-D	1353	4.5%
45-D	1391	4.5%
46-D	1355	4.5%
47-D	1399	4.5%
48-D	1348	4.5%
41-E	2391	7.9%
42-E	2369	7.9%
43-E	2432	7.9%
44-E	2371	7.9%
45-E	2435	7.9%
46-E	2369	7.9%
47-E	2425	7.9%
48-E	2367	7.9%
Total	30377	100%