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Cook County Recorder

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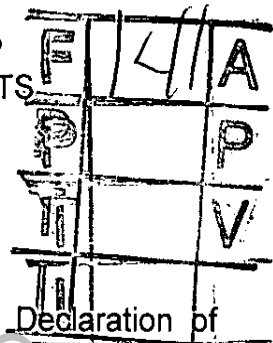


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THIS DOCUMENT HAS BEEN  
PREPARED BY, AND AFTER  
RECORDATION SHOULD BE  
RETURNED TO:

Arnstein & Lehr  
120 South Riverside Plaza  
Suite 1200  
Chicago, Illinois 60606  
Attention: Michael C. Kim, Esq.  
David M. Pendoff, Esq.

NINTH AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS  
AND BY-LAWS FOR  
UNIVERSITY PARK CONDOMINIUM



This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws (hereafter referred to as "Declaration") for University Park Condominium Association (hereafter referred to as "Association") which Declaration was recorded on October 24, 1978, as Document No. 24684928 in the Office of the Recorder of Deeds of Cook County, Illinois, against the property (hereafter referred to as "Property") legally described in Exhibit "A" attached hereto.

This Amended And Restated Declaration is adopted pursuant to the provisions of Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27. This section of the Act provides that, where there is an omission or error in the Declaration, By-Laws or other condominium instruments, the Association may correct the error or omission by an amendment in order to conform the instrument with the provisions of the Act. The amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Managers unless the Board of Managers' action is rejected by a majority of the votes of the unit owners at a meeting of the unit owners duly called for that purpose

Box 378 CEG

pursuant to a written petition of the unit owners having twenty percent of the votes of the Association filed within thirty (30) days after the action of the Board of Managers to approve the Amended And Restated Declaration.

#### RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration is in conflict; and

WHEREAS, because of this conflict between the language of the Declaration and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Managers of the Association; and

WHEREAS, Section 27(b)(1) of the Act provides a procedure for amending the Declaration to correct omissions and other errors in the Declaration; and

WHEREAS, this Amended And Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of the Association at a duly called meeting held October 30, 2000; and

WHEREAS, the Board of Managers of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act; and

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board of Managers within thirty days of the Board of Managers' action, as provided by Section 27(b)(3) of the Act; and

WHEREAS, the Board recognizes the burden and practical difficulty on the Board and the Owners and others in reviewing, consulting and referring to the Declaration as amended from time to time; and

WHEREAS, the Board desires to prepare, and has caused to be prepared, a single document consolidating the Declaration, as amended, into one document (herein referred to as the "Amended And Restated Declaration") which provides the Board, Owners and others with a convenient document that restates the substantive provisions of the Declaration and reflects the accumulated amendments for ease of reference; and

WHEREAS, the Amended And Restated Declaration truly and accurately reflects the Declaration as amended.

NOWHEREFORE, the Declaration of Condominium Ownership for University Park Condominium Association is hereby amended as set forth in Exhibit "B" (additions in text are indicated by underline; deletions by ~~strike-outs~~), which is attached hereto and made a part hereof.

FURTHER, the attached Amended And Restated Declaration is being recorded for the above stated purposes.

Property of Cook County Clerk's Office

EXHIBIT "A"  
LEGAL DESCRIPTION

UNITS 201N TO 1001N, 202N TO 1002N, 203N TO 1003N, 204N TO 1004N, 205N TO 1005N, 206N TO 1006N, 207N TO 1007N, 208N TO 1008N, 209N TO 1009N, 210N TO 1010N, 211N TO 1011N, 212N TO 1012N, 213N TO 1013N, 214N TO 1014N, 215N TO 1015N, 216N TO 1016N, 217N TO 1017N, 218N TO 1018N, 219N TO 1019N, 220N TO 1020N, 221N TO 1021N, 222N TO 1022N, 223N TO 1023N, 224N TO 1024N, 225N TO 1025N, 226N TO 1026N, 227N TO 1027N, 228N TO 1028N, 229N TO 1029N, 230N TO 1030N, 201S TO 1001S, 202S TO 1002S, 203S TO 1003S, 204S TO 1004S, 205S TO 1005S, 206S TO 1006S, 207S TO 1007S, 208S TO 1008S, 209S TO 1009S, 210S TO 1010S, 211S TO 1011S, 212S TO 1012S, 213S TO 1013S, 214S TO 1014S, 215S TO 1015S, 216S TO 1016S, 217S TO 1017S, 218S TO 1018S, 219S TO 1019S, 220S TO 1020S, 221S TO 1021S, 222S TO 1022S, 223S TO 1023S, 224S TO 1024S, 225S TO 1025S, 226S TO 1026S, 227S TO 1027S, 228S TO 1028S, 229S TO 1029S, AND 230S TO 1030S IN UNIVERSITY PARK CONDOMINIUM AS DELINEATED ON THE SURVEY OF LOTS 9, 10, 13 17, 18, 19, AND PART OF LOT 12 IN CHICAGO LAND CLEARANCE COMMISSION NO. 1; ALSO PART OF LOT 22 IN BLOCK 57 AND PART OF LOT 22 AND OF LOT 3 IN BLOCK 58 IN HYDE PARK SUBDIVISION, ALL IN THE SOUTH EAST 1/4 OF SECTION 11 AND THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY ILLINOIS AS DOCUMENT NO. 24684928, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

Commonly Known As: 1401 East 55<sup>th</sup> Street  
1451 East 55<sup>th</sup> Street  
1400 East 55<sup>th</sup> Place  
1450 East 55<sup>th</sup> Place  
Units 210N through and including 1030S  
Chicago, Illinois 60615 and 60637

Permanent Index Number: 20-14-202-076-1001  
through and including 20-14-202-076-1540

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EXHIBIT "B"  
TEXT OF AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS  
AND BY-LAWS FOR  
UNIVERSITY PARK CONDOMINIUM

Property of Cook County Clerk's Office

AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS  
AND BY-LAWS FOR  
UNIVERSITY PARK CONDOMINIUM

THIS IS AN AMENDMENT AND RESTATEMENT OF A DECLARATION is made and entered into by FIRST CONDOMINIUM DEVELOPMENT CO., an Illinois corporation (hereinafter referred to as the "Declarant");

WITNESSETH:

WHEREAS, the Declarant holds legal title to the following described parcel of real estate situated in Cook County, Illinois (hereinafter called the "Parcel"):

Parcel 1:

Lots 9, 10, 13, 17, 18 and 19 in Chicago Land Clearance Commission No.1, a consolidation of parts of various subdivisions and resubdivisions and vacated streets and alleys in the South East quarter of Section 11 and the North East quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian according to the plat thereof recorded March 6, 1959 as document 17473437;

Parcel 2:

That part of Lot 12 in Chicago Land Clearance Commission No 1. aforesaid described as commencing at a point in the West line of said Lot, 106.113 feet North of the South West corner of said lot; thence North along the West line of said Lot, 118.46 feet to the lot corner; thence East 150.445 feet to the lot corner; thence South 118.392 feet to a point 32.0 feet North of the lot corner; thence West 150.464 feet to the place of beginning;

Parcel 3:

That part of Lot 22 in Block 57 lying South of a line drawn from a point in the West line of said Lot 21.35 feet North of the South West corner thereof to a point in the East line of said Lot 21.303 feet North of the South East corner thereof in Hyde Park Subdivision, being a subdivision of the North East quarter of the North East quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian.

Parcel 4:

That part of Lot 22 (except the West 100.0 feet thereof) and of Lot 3 in Block 58 lying North of the South 20 feet of said lots and lying South of a line drawn from a point in the East line of the West 100.0 feet of said Lot 22, 21.48 feet North of the South line thereof to a point in the East line of said Lot 3, 21.47 feet North of the South East corner thereof in Hyde Park Subdivision being a subdivision of the North East quarter of the North East quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

WHEREAS, the Declarant desires and intends by this Declaration to submit the Property, as hereinafter defined, to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time, (hereinafter called the "Act"); and is further desirous of establishing, for its own benefit and that of all future owners or occupants of the Property, and each part thereof certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof, and

WHEREAS, the Declarant desires and intends that the several owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times 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 ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Declarant, as the legal title holder of the Parcel, and for the purposes above set forth, DECLARES AS FOLLOWS

## ARTICLE I

### DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 Declaration. This instrument by which the Property is submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

1.02 Parcel. The entire tract of real estate above described, which is hereby submitted to the provisions of the Act.



1.03 Building. The buildings located on the Parcel, forming a part of the Property and containing the Units, as shown by the surveys depicting the respective floors of said Buildings.

1.04 Property. All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building, and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, as hereinafter defined, submitted to the provisions of the Act.

1.05 Unit. A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling, or such other uses permitted by this Declaration, and more specifically described hereafter in Article II.

1.06 Common Elements. All portions of the Property except the Units, more specifically described in Section 3.01 hereof. For convenience of reference only, a portion of the Common Elements is hereinafter referred to as Limited Common Elements. Except as specifically otherwise provided, the term Common Elements, when used herein, is inclusive of Limited Common Elements.

1.07 Limited Common Elements. A part of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto and more specifically described in Section 3.03 hereof.

1.08 Unit Ownership. A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

1.09 Parking Area. The part of the Common Elements provided for parking automobiles.

1.10 Parking Space. The part of the Property within the Parking Area intended for the parking of a single motor vehicle.

1.11 Indoor Parking Space. A Parking Space located within the Building and designated as a Limited Common Element pursuant to Section 4.04 hereof.

1.12 Outdoor Parking Space. A Parking Space located outside of the Building and designated as a Limited Common Element pursuant to Section 4.04 hereof.

1.13 Person. A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.14 Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.



1.15 Occupant. Person or persons, other than an Owner, in possession of a Unit.

1.16 By-Laws. The provisions for the administration of the Property, including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation, all as hereinafter set forth, or as the same may be from time to time duly amended, the same to have full force and effect whether applied to or by the Declarant, the Board or the Association as hereinafter defined. Articles V, VI and VII hereof shall constitute the By-Laws of the Association.

1.17 Association. University Park Condominium Association, an Illinois not-for-profit corporation.

1.18 Majority of the Unit Owners. Those Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Owners shall mean those Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

1.19 Board. The parties determined pursuant to Article V hereof, and who are vested with the authority and responsibility of administering the Property.

1.20 Common Expenses. The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including but without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements.

1.21 Declarant. First Condominium Development Co., an Illinois corporation, and its successors and assigns.

## ARTICLE II

### UNITS

#### 2.01 Description and Ownership.

(a) All Units are delineated on the plat of survey attached hereto as Exhibit A. The Units are legally described on Exhibit B attached hereto.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibits A and B. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown

on Exhibits A and B, and every such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act, no Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit A.

2.02 Certain Structures Not Constituting Part of a Unit. Except as a tenant in common with all other Owners, no Owner shall own any structural components of the Building, or pipes, wires, conduits, ducts, flues, shafts or public utility lines running through his Unit and forming part of any system serving more than his Unit, or any components of communication (including but not limited to any intercom system), master antenna, or refuse collection systems, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

2.03 Real Estate Taxes. It is understood the real estate taxes are to be separately taxed to each Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act provided, however, until such time as separate real estate tax bills are issued with respect to each Unit, the real estate taxes imposed on the Property shall be included in the Common Expenses assessed pursuant to this Declaration.

2.04 Building Superintendent's Apartment. The building superintendent's apartment, as delineated on Exhibit A and described in Exhibit B as Unit 316S is a Unit and is not part of the Common Elements. Said Unit is subject to all of the terms, conditions and provisions of this Declaration applicable to Units generally. Prior to or concurrently with the first conveyance of a Unit to the purchaser thereof, said Unit will be conveyed to the Association free and clear of any mortgage encumbrance or lien. From and after said conveyance to the Association, the Association shall perform, on behalf of all Owners, all of the obligations appurtenant to such Unit Ownership. All costs incurred by the Association with respect to such Unit (including without limitation real estate taxes, repairs, maintenance, decorating, utility charges, and similar expenses) shall be included in the Common Expenses assessed pursuant to this Declaration in the same manner as would have been required had such a Unit been established or as part of the Common Elements rather than as a Unit.

### ARTICLE III

#### COMMON ELEMENTS

3.01 Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the

generality of the foregoing, the Common Elements shall include the Parcel, the portions of the Building occupied by the stairways, entrances and exits, mail boxes, lobbies, corridors, elevators, communication system, master antenna connections and facilities (whether leased or owned), storage areas, hospitality room, outside walks and driveways, landscaping, the Parking Area, refuse collection system (including chutes and related refuse equipment), the central heating and cooling systems, the laundry room facilities (not including the equipment located therein which shall be leased or owned by the Association), sun decks, swimming pool, health club, receiving room, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, such component parts of walls, floors and ceilings as are not located within the Units, and structural parts of the Building, including structural columns located within the Units. Each Unit is equipped with individual air-conditioning equipment serving only that Unit and such equipment (whether within the Unit or adjacent thereto) shall be the individual property of such Owner and not part of the Common Elements and for which such Owner shall be responsible for the maintenance, repair and replacement thereof.

3.02 Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Owners of the Property. The extent or amount of such ownership shall be expressed by a percentage amount, and, once determined shall remain constant, and may not be changed without unanimous approval of all Owners. The Declarant has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit C attached to this Declaration.

3.03 Limited Common Elements. The Limited Common Elements are part of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically but not by way of limitation, Indoor Parking Spaces and Outdoor Parking Spaces (except as otherwise provided herein) and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and all associated fixtures and structures therein as lie outside the Unit boundaries.

#### ARTICLE IV

##### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.01 Submission of Property to the Act. The Property is hereby submitted to the provisions of the Condominium Property Act of the State of Illinois.

4.02 No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined

ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

#### 4.03 Easements.

(a) Encroachments. In the event that (i) by reason of the construction, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of the Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Owners, or, if by reason of the design or construction of utility and ventilation systems, any mains, pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners.

(b) Easements for Utilities. Illinois Bell Telephone Company, Commonwealth Edison Company and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Declarant, Board or Association may hereafter grant other or additional easements for utility purposes for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, components of the communications systems, if any, or structural components, which may run through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

(c) Easements to Run with Land. All easements and rights described herein are easements appurtenant running with the land, and so long as the

Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. 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 Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) Easement for Construction. During the period of any construction on the Property by Declarant, the Declarant, its contractors and subcontractors, and their respective agents and employees shall have the right and easement to use the Common Elements for purposes of ingress, egress and access to the Building and the Property as may be required in connection with said construction.

#### 4.04 Storage and Parking Areas.

(a) Storage Areas. Each Owner shall be responsible for his personal property located in the storage areas of the Common Elements. Such storage areas shall be allocated to the respective Owners in such manner and subject to such rules and regulations as the Board may prescribe.

(b) Parking Areas. The Parking Area is a part of the Common Elements, and includes all Parking Spaces, and all ramps, entrances, exits, fixtures, equipment and associated facilities. The Declarant, the Board or the Association may allocate Parking Spaces on such basis at such fees as the Declarant, the Board or the Association deems appropriate (which fees may include short-term charges for guest, employee and other transient parking) and may prescribe such rules and regulations with respect to the Parking Area as it may deem fit.

Notwithstanding anything to the contrary herein contained, a portion of the Parking Area has been divided into Indoor Parking Spaces and Outdoor Parking Spaces and as delineated in Exhibit A. The legal description of each Indoor Parking Space and Outdoor Parking Space shall consist of the identifying symbol of such Parking Space as shown on Exhibit A. Wherever reference is made to any Indoor Parking Space or Outdoor Parking Space in a legal instrument or otherwise, an Indoor Parking Space or Outdoor Parking Space may be legally described by its identifying symbol as shown on Exhibit A and every such description shall be deemed good and sufficient for all purposes. Certain Owners have exercised or will hereafter exercise the right to purchase, as a Limited Common Element, the exclusive use to an Indoor Parking Space or Outdoor Parking Space and he shall have his Unit Ownership include as a right and benefit appurtenant thereto, a grant of a perpetual and exclusive use, hereinafter referred to as the "Exclusive Parking Use", consisting of the right to use for parking purposes that certain Indoor Parking Space or



Outdoor Parking Space purchased by said Owner and set forth on his Deed. Each deed, lease, mortgage, or other instrument affecting a Unit Ownership shall include the Exclusive Parking Use to the specific Indoor Parking Space or Outdoor Parking Space so purchased and appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Exclusive Parking use to the specific Indoor Parking Space or Outdoor Parking Space expressly allocated to said Unit, shall be deemed and taken to include the said Exclusive Parking Use to the said Indoor Parking Space or Outdoor Parking Space, even though not expressly mentioned or described therein. Owners may exchange, subject to the prior written consent of the holder of a first mortgage upon the Unit Ownership, (upon the recording of an amendment to this Declaration in accordance with Section 26 of the Act) or lease between themselves the Exclusive Parking Use to a specific Parking Space appurtenant to their own Unit Ownership. Any Owner who has an Indoor Parking Space or Outdoor Parking Space appurtenant to his Unit has the right to sell his space to another Owner, subject to the prior written consent of the holder of a first mortgage upon the Unit Ownership, and upon the recording of an amendment to this Declaration in accordance with Section 26 of the Act, it shall become appurtenant to the Unit of the purchaser. No person not having an interest in a Unit Ownership shall have any interest in and to an Indoor Parking Space or Outdoor Parking Space for any purpose unless permission in writing is given by the Board. The term of any lease of the Exclusive Parking Use to any specific Indoor Parking Space or Outdoor Parking Space shall not exceed two (2) years. All Indoor Parking Spaces and Outdoor Parking Spaces and access thereto shall be subject to such reasonable rules and regulations as may be established by the Board, as hereinafter provided, including the requirement that such exclusive use encompass the obligation to pay monthly, as determined by the Board, for the cost of maintaining, repairing, insuring and lighting, in addition to other services, that portion of the Common Elements subject thereto, including any garage door serving that Indoor Parking Space, as an expense of an Owner rather than a Common Expense. The Declarant hereby expressly reserves to itself the right to make the initial sale of each and every Indoor Parking Space and Outdoor Parking Space, and to sell and grant the Exclusive Parking Use with respect to each such Indoor Parking Space and Outdoor Parking Space. Any funds paid to the Declarant for any Exclusive Parking use shall be the sole property of the Declarant, and neither the Association nor any Owner shall have any right or claim to such funds. In the event all Indoor Parking Spaces and Outdoor Parking Spaces have not been sold as of the date Declarant has sold and delivered the deed for all of the Units, then such Indoor Parking Spaces and Outdoor Parking Spaces which have not been sold shall not be deemed to be Limited Common Elements for the purposes of this Section 4.04(b) and shall remain part of the Parking Area subject to such rules and regulations as the Declarant, the Board or the Association may prescribe.

#### 4.05 Use of the Common Elements.

(a) General. Subject to the provisions of this Declaration, each Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements) in common with all other Owners, as may be required for the

purpose of ingress and egress to and use, occupancy and enjoyment of the respective Unit owned by such Owner, and such other incidental uses permitted by this Declaration. Each Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving such Unit alone or with adjoining Units. Such rights to use and possess the Common elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, By-Laws, and rules and regulations of the Association. The Association shall have the authority to lease or grant concessions with respect to parts of the Common elements subject to the provisions of this Declaration and By-Laws, including specifically, but not by way of limitation, laundry area and storage area. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

(b) Guest Privileges. The aforescribed rights shall extend to the Owner and the members of the immediate family and authorized guests and other authorized occupants and visitors of the Owner, subject to reasonable rules and regulations with respect thereto. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the By-Laws and rules and regulations of the Board as may be imposed from time to time.

(c) Disclaimer of Bailee Liability. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Owner, nor the Declarant shall be considered a bailee of any personal property stored in the Common Elements (including property located in storage lockers and vehicles parked in the Parking Area), whether or not exclusive possession of any particular areas shall be given to any Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

#### 4.06 Maintenance, Repairs and Replacements.

(a) By the Board. The Board or Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Building excluding, however, interior wall, ceiling and floor surfaces. In addition, except as provided in Section 3.01 hereof, the Board or Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Section 2.02 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under subparagraph (b) below, or any other provision of this Declaration. Maintenance, repairs and replacements of the Common Elements (except as otherwise



specifically provided herein) shall be furnished by the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

(b) By the Owner. Except as otherwise provided in paragraph (a) above, each Owner shall furnish and be responsible for, at his own expense:

(i) All of the maintenance, repairs and replacements within his own Unit and of the doors and outside windows and frames appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit boundaries as specified in Sections 2.01 and 2.02; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Units, shall be furnished by the Board as part of the Common Expenses, and provided further that the Board or the Association may provide, by its rules and regulations as may be imposed from time to time, for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances therein by Building personnel as a Common Expense or as user charges pursuant to Section 6.08 hereof.

(ii) All of the decorating within his own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling, and such Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board or Association as may be imposed from time to time. Each Owner who shall elect to install in any portion of his Unit (other than in bath and powder rooms) hard surface floor covering (i.e. tile, slate, ceramic, etc.) shall be first required to install a sound-absorbent undercushion of such kind and quality as to prevent the transmission of noise to the Unit below, and shall obtain approval of the Board prior to making such installation. If such prior approval is not so obtained, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Owner. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Owner.

(iii) All of the maintenance, repair and replacements of the Limited Common Elements benefiting his Unit, in whole or in part, to the extent

determined by the Board shall be performed by the respective Owner. At the direction of the Board, the Board may perform, or cause to be performed, such maintenance, repairs and replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to Owners benefited thereby, and further, at the discretion of the Board, the Board may direct such Owners, in the name and for the account of such Owners, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of the Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

(c) Nature of Obligations. Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association and Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Owner shall have a claim against the Board or Association (or against the Declarant) for any work (such as exterior window cleaning, or repair of the Common Elements), ordinarily the responsibility of the Board or Association, but which the Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board or Association or the Declarant.

4.07 Negligence of Owner. If, due to the negligent act or omission of an Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

4.08 Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Owners shall be subject to the rules and regulations of the Board as may be imposed from time to time. The authorized representatives of the Association or the Board, or the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

4.09 Master Television Antenna System. Each Unit has been equipped with at least one outlet activated for connection to the master television antenna system serving the Building, which outlet and systems are integral parts of the Common Elements. Additional outlets for connection to the master television antenna system are obtainable only from the Association and may be installed only by the firm or individual authorized by the Board or Association to make such installation, with the prior approval of the Board or the Association and the payment of any required additional fees. Owners are prohibited from making any modifications to or tampering with said outlet and from making any connections to the master television antenna system, and the Board may charge any Owner with the cost of locating and removing any unauthorized connections thereto and of repairing any modifications thereto.

## ARTICLE V

### ADMINISTRATION

5.01 Administration of Property. The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board" or the "Board of Managers") which shall consist of fifteen (15) persons who shall be elected in the manner hereinafter set forth; provided, however, that, irrespective of anything else contained in this Declaration, for a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of voting members, the Declarant shall have the right to designate and select the persons who shall serve as members of each Board or to exercise the powers of the Board as provided in the Act. Except for directors so designated by the Declarant, each member of the Board shall be one of the Owners ~~and shall reside on the Property~~; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board, ~~so long as any such agent (other than a person designated by the Declarant) resides on the Property.~~ If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time.

5.02 Association. The Association has been formed, prior to the recording hereof, as a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Illinois, having the name (or a name similar thereto) UNIVERSITY PARK CONDOMINIUM ASSOCIATION and shall be the governing body for all of the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the "Board of Managers" for the Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Owners in accordance with the provisions contained herein. Each Owner shall be a member of the Association so long as he shall be an Owner, and such membership shall automatically terminate when he ceases to be an Owner, and upon the transfer of his

ownership interest shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein.

**5.03 Voting Rights.** There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or be some person designated by such Owner or Owners to act as proxy on his or their behalf and who must be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all such Owners may be present at any meeting of the voting members and (those constituting a group acting as a single voting member) may vote or take any other action as a voting member either in person or by proxy. Where there is more than one owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. A Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy shall be invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution. Any proxy distributed for Board elections by the Board of Managers must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name. The total number of votes of all voting members shall be one hundred (100). Voting shall be on a percentage basis, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to him or their Unit Ownership as set forth in Exhibit C, except as otherwise provided in this Section 5.03. The person designated by the Declarant shall be the voting member with respect to any Unit Ownership owned by the Declarant. At any time, in the event that thirty percent (30%) or less of the total number of Units control in excess of fifty percent (50%) of the total votes of the Association, any provision herein which requires a vote by Owners holding a certain percentage of the total vote shall require, in lieu thereof, that the percentage required be based on the number of Units rather than the percentage of the votes allocable to Units pursuant to their respective percentage of ownership in the Common Elements. The Association shall have only one class of Membership.

**5.04 Meetings.**

(a) **Quorum.** Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. ~~The presence in person or by proxy at any meeting of the~~



~~voting members having twenty-five percent (25%) of the total votes shall constitute a quorum. The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage.~~ Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) Initial and Annual Meeting. The initial meeting of the voting members shall be held upon ten (10) days written notice given by the Declarant. Said initial meeting shall be held no later than the first to happen of (i) sixty (60) days after the date the Declarant has sold and delivered its deed for at least seventy-five (75%) percent of the Units or (ii) three (3) years from the date of the recording of this Declaration. Thereafter, there shall be an annual meeting of the voting members on the second Tuesday of November following such initial meeting, and on the second Tuesday of November of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the voting members. One of the purposes of the annual meeting shall be to elect members to the Board of Managers.

(c) Special Meetings. Special meetings of the voting members may be called at any time after the initial meeting provided for in Section 5.04(b) hereof for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose, provided, however, that the following matters shall require the approval of voting members having not less than two-thirds (2/3's) of the total votes: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate on behalf of all Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by twenty percent (20%) of the voting members and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

5.05 Notices of Meetings. Except as otherwise provided herein, written notice of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting.

5.06 Board of Directors.

(a) The initial Board of Directors designated by the Declarant pursuant to Section 5.01 hereof shall consist of three (3) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of voting members held as provided in Section 5.04(b) hereof. Said initial Board may, on behalf of the Declarant, exercise the rights reserved in Section 12.01 hereof. At the initial meeting of voting members held as provided in Section 5.04(b) hereof, the voting members shall elect the Board. In all elections for members of the Board, each voting member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting fifteen (15) Board members shall be elected. The eight (8) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the seven (7) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. The election and term of office as between candidates receiving the same number of votes shall be determined by lot. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The voting members having at least two-thirds (2/3's) of the total votes may from time to time increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3) and that the terms of at least one third (1/3) of the persons on the Board shall expire annually and that no member of the Board nor officer of the Association shall be elected for a term of more than (2) years, but that officers and Board members may succeed themselves. Members of the Board shall receive no compensation for their services. ~~Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the voting members present at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the voting members called for such purpose. The remaining members of the Board may fill a vacancy on the Board by a two-thirds (2/3's) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.~~ Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt provided, however,

that (i) each Owner shall be entitled to notice, in the same manner as provided in Section 5.05 hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment; and (ii) the Board shall meet no less than four (4) times each year. A majority of the total numbers of members on the Board shall constitute a quorum. The Association may, upon adoption of the appropriate rules by the Board of Managers, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election. In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an installment contract to purchase, shall, during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board of Managers and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this section "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967 as amended (765 ILCS 75/1). The Board of Managers may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate.

(b) The Board shall elect from amongst its members a President who shall preside over both its meeting and those of the voting members, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto as provided herein and in the Act, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of the Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect from amongst the members of the Board. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board of Managers.



(c)(i) Except for directors designated by Declarant pursuant to Section 5.01 hereof, any Board member may be removed from office, at any time after the election of directors at the initial meeting of voting members pursuant to Section 5.06(a) hereof, by affirmative vote of the voting members having at least two-thirds (2/3's) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

(ii) Any officer may be removed by the Board. The remaining members of the Board may fill a vacancy among the officers for the unexpired term of office.

(d) Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice. Special meetings of the Board of Managers can be called by the President or twenty-five percent (25%) of the members of the Board.

(e) ~~All meetings of the Board shall be open to attendance by any Owner and notices of such meetings shall be mailed not later than forty-eight (48) hours prior to such meeting unless a written waiver of such notice is signed by the Owner entitled to such notice prior to the convening of such meeting.~~ Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board of Managers except where there is no common entranceway for seven (7) or more Units, the Board of Managers may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. The Board shall meet at least four (4) times annually.

(f) Within sixty (60) days following the election of a majority of members of the Board other than those members designated by the Declarant, the Declarant shall deliver to the Board the following:

(i) All original documents pertaining to the Property and its administration including this Declaration, the Articles of Incorporation for the Association, a minute book containing the minutes of any meetings held by the Association and any rules and regulations governing the Property;

(ii) A detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property;

(iii) Any Association funds on hand which shall at all times be segregated from any other funds of the Declarant;

(iv) A schedule of all personal property, equipment and fixtures owned by the Association, including documents such as invoices or bills of sale, if available, evidencing transfer of title to such property.

5.07 General Powers of the Board. The Board shall have the following general powers:

(a) Subject to the rights reserved by the Declarant pursuant to Section 12.01 thereof, the Board may engage the services of an agent to manage the portions of the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board provided, however, that any agreement for professional management shall provide for termination for cause by the Association upon thirty (30) days written notice and shall have a term not to exceed one year, renewable by agreement of the parties for successive one (1) year periods.

(b) The Board shall have the power and duty to provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

(c) The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance, repair, replacement or construction of any Common Elements for which the Board is responsible or to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units.

(d) The Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration or unless required for emergency repair, protection or operation of the Common Elements), requiring an expenditure in excess of Seventy-five Thousand Dollars (\$75,000.00) without in each case the prior written approval of Owners owning sixty-six and two-thirds percent (66 2/3%) of the total ownership interest in the Common Elements.

(e) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board. The managing agent of the Property may be authorized to execute those documents required to enable it to perform its duties under its management agreement.

(f) ~~The Board by vote of at least a majority of the Board, and without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all voting members. To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments.~~

(g) Prior to the election by voting members of the first Board, the Declarant shall, subject to the terms of this Declaration, have the authority to lease or to grant licenses, concessions and contracts with respect to any part of the Common Elements, upon such terms as the Declarant deems appropriate. Upon election of the first Board, and thereafter, the Board by a vote of a majority of the persons on the Board shall have the same authority as aforesaid.

(h) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

(i) The Board shall have the power to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Owners owning not less than sixty-six and two-thirds percent (66 2/3%) in the aggregate of the undivided ownership of the Common Elements.

(j) The Board shall have the power to exercise all other powers and duties of the Board of Directors or Owners as a group referred to in the Declaration or the Act.

(k) Subject to the provisions of Section 4.04, Section 4.06(b)(iii) and Section 6.08 hereof, the Board for the benefit of all the Owners shall acquire and shall pay out of the maintenance fund hereinafter provided for, the following:

(i) Operating expenses of the Common Elements, including water, electricity and telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units.

(ii) Services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Unit ownerships, and in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and nonadverse to each other. The cost of such services shall be Common Expenses.

(iii) Painting, cleaning, outside window washing, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the hallway doors appurtenant thereto and the outside windows and frames which the Owners shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(iv) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for, pursuant to the terms of this Declaration and By-laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first-class condominium building or for the enforcement of these restrictions.

(v) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Owners.

(vi) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the Building, and if an Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.

(l) The powers and duties of the Board of Managers shall also include, but shall not be limited to, the following:

(i) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (i) shall be deemed to invalidate any provision in the Declaration and By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the common elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board of Managers, upon written petition by Unit Owners with 20 percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider such expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified. As used herein, "emergency" means an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the unit owners;



- (ii) To prepare, adopt and distribute the annual budget for the Property;
- (iii) To levy and expend assessments;
- (iv) To collect assessments from Unit Owners;
- (v) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (vi) To obtain adequate and appropriate kinds of insurance;
- (vii) To own, convey, encumber, lease and otherwise dealing with Units conveyed to or purchased by it;
- (viii) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (ix) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;
- (x) To impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;
- (xi) By a majority vote of the entire Board of Managers, to assign the right of the Association to future income from Common Expenses or other sources;
- (xii) To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act;
- (xiii) To record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act; to obtain, if available and determined by the Board to be in the best interests of the Association, cable television service for all of the Units on a bulk identical service and equal cost per Unit; and to assess and recover the expense as a Common

Expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit;

(xiv) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;

(xv) To reasonably accommodate the needs of a handicapped Unit Owner as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances, in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit.

(m) The Board of Managers may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children.

#### 5.08 Insurance.

(a) The Board shall have the authority to and shall obtain insurance for the Property as follows:

(i) Insurance on the Property, including the Units and the Common Elements, against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Property, including the Units and the Common Elements shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals. The cost of any and all such appraisals shall be Common Expenses.



(ii) Insurance on the Property (exclusive of the Parcel and excavations, foundations and footings) against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Property, without co-insurance clause so long as available, in such amount as the Board shall deem desirable.

(iii) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Common Elements or upon, in or about the streets and passageways and other areas adjoining the Property, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable (but in no event for less than One Million Dollars (\$1,000,000.00) with respect to liability for personal injury or property damage arising out of a single accident).

(iv) Such worker's compensation insurance as may be necessary to comply with applicable laws.

(v) Employer's liability insurance in such amount as the Board shall deem desirable.

(vi) A fidelity bond indemnifying the Association, the Board and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Owners in an amount of not less than one hundred twenty-five percent (125%) of the total annual budget for the Property. The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association plus the Association reserve fund. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. The Association shall be the direct obligee of any such fidelity bond. A management company holding reserve funds of the Association shall at all times maintain a separate account for each Association, provided, however, that for investment purposes, the Board of Managers of the Association may authorize a management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other associations. The management company shall at all times maintain records identifying all moneys of each association in such investment account. The management company may hold all operating

funds of associations which it manages in a single operating account but shall at all times maintain records identifying all moneys of each association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company.

(vii) Such other insurance (including insurance with respect to officers' and directors' liability) in such reasonable amounts as the Board shall deem desirable.

The premiums for the above described insurance, except as otherwise provided in this Section 5.08 shall be Common Expense.

(b) All insurance provided for in this Section 5.08 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois.

(c) All policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.08: (i) shall name as insured, the Declarant, so long as it has an insurable interest, and the Board as trustees for the Owners in the percentages established in Exhibit C to this Declaration and shall also name as an assured the Insurance Trust described in subparagraph 5.08(f)(ii), as the respective interests of all of such assureds may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Owners to their respective Units; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Owners elect to sell the Property or remove the Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit. Policies of insurance of the character described in clause (i) of Paragraph (a) of this Section 5.08 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.08, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(d) All policies of insurance of the character described in clauses (iii), (iv), (v), (vi) and (vii) of Paragraph (a) of this Section 5.08 shall name as assureds each Owner and their spouses individually and severally, and the Association, Board and

its managing agent, and the other agents and employees of such Association, Board and managing agent and the Declarant so long as they have an insurable interest. In addition, all policies of insurance of the character described in clause (iii) of Paragraph (a) of this Section 5.08 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Declarant, the managing agent, their respective employees and agents and the Owners and Occupants and shall cover claims of one or more insured parties against other insured parties.

(e) The Association, for the benefit of the Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in Paragraph (a) of this Section 5.08 at least thirty (30) days prior to the expiration dates of the respective policies.

(f) The loss, if any, under any policies of insurance of the character described in clauses (i) and (ii) in Paragraph (a) of this Section 5.08 shall be payable, and the insurance proceeds paid, on account of any such loss shall be applied and disbursed as follows:

(i) To the Board, as trustee for each of the Owners in their respective percentages of ownership in the Common Elements as established in the Declaration, in the case of any one loss, of Fifty Thousand Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendor's, mechanic's, materialman's and other similar liens; or,

(ii) In case of any one loss exceeding Fifty Thousand Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to Continental Illinois National Bank and Trust Company of Chicago, which corporation is hereby designated by the Declarant to act as trustee for the Board (the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this subparagraph (ii). If Continental Illinois National Bank and Trust Company of Chicago (or its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be

applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

(g) Each Owner shall be responsible for his own insurance on the contents of his own Unit, and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Owners as above provided. All policies of casualty insurance carried by each Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided.

(h) Each owner shall be required to report all additions or alterations to his Unit promptly in writing to the Board, without prior request from the Board or the management agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the unit, including but not limited to, carpeting, special flooring (parquet), special wall covering and paneling. The insurance coverage described in this paragraph (h) of Section 5.08 shall not be deemed to include personal property owned by the Owner and not attached to the Unit.

(i) Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its officers, members of the Board, Declarant, the manager and managing agent of the Property, if any, and their respective employees and agents, for damage to the Common Elements, the Units, ~~for any damage to the Common Elements, the Units~~ or to any personal



property located in the Unit or Common Elements caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

(j) Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Units shall be assessed to such Unit.

5.09 Cancellation of Insurance. The Board shall be responsible, in the event any insurance required under Section 5.08(a)(i), (ii), or (iii) is canceled, for serving notice of such cancellation upon any persons insured thereunder.

5.10 Liability of the Board of Directors. Neither the members of the Board nor the officers of the Association shall be liable to the Owners for any mistake of judgment nor for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every agreement made by the Board or by the managing agent on behalf of the Owners shall provide that the members of the Board or the managing agent, as the case may be, are acting only as agents for the Owners, and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

## ARTICLE VI

## COMMON EXPENSES-MAINTENANCE FUND

6.01 Preparation of Estimated Budget. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before November 15 notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof and containing each Owner's respective assessment provided, however, that such annual budget shall be furnished to each Owner at least thirty (30) days prior to its adoption by the Board, together with an indication of which portions are intended for reserves, capital expenditures, or repairs or payment of real estate taxes. The annual budget shall also take into account the net available cash income for the year derived from the operation or use of the Common Elements. Subject to the provisions of Section 4.06(b)(iii) and Section 6.08 hereof, said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit C attached hereto. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this paragraph. On or before April 1 of each calendar year following the initial meeting, the Board shall supply to all Owners an itemized accounting of the maintenance-common expenses for the preceding calendar year actually incurred and/or paid, together with an indication of which portions were for reserves, capital expenditures, or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the estimates provided budget or assessment, and showing the net excess or deficit of income amount over or short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting subject, however, to the provisions of Section 6.02 hereof. Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

6.02 Reserve for Contingencies and Replacements - Supplemental Budget.

(a) The Board shall build up and maintain a reasonable reserve for contingencies and replacements, which reserve shall be segregated and allocated for specific purposes. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portion of the contingency and replacement reserve which remains unallocated. If the

"estimated cash requirement" proves inadequate for any reason or in the event a non-recurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Owner, and thereupon a separate assessment shall be made to each Owner for his proportionate share of such supplemental budget. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. ~~Any such separate assessment, if it involves proposed expenditures resulting in a total payment assessed to a Unit equal to the greater of (i) five times the Unit's most recent monthly assessment or (ii) Three Hundred Dollars (\$300.00), shall be subject to the affirmative vote of at least two-thirds (2/3's) of the total ownership of the Common Elements at a meeting specifically called for approving such separate assessment.~~

(b)(1) Except as provided in subsection (3) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board of Managers, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

(2) Any Common Expense not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners.

(3) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board of Managers without being subject to Unit Owner approval or the provisions of item (1) above or item (4) below. As used herein, "emergency" means an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the Unit Owners.

(4) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds of the total votes of all Unit Owners.

(5) The Board of Managers may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (3) and (4), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.



6.03 Initial Budget. The Board appointed by the Declarant shall determine and adopt, prior to the conveyance of the first Unit hereunder, the "estimated cash requirement" for the initial period commencing with the first day of the month in which the sale of the first Unit is closed and ending on December 31 of the calendar year in which such sale occurs and shall continue to determine the "estimated cash requirement" for each succeeding calendar year until such time as the first Board elected hereunder takes office. Assessments shall be levied against the Owners during said periods as provided in Section 6.01 of this Article.

6.04 Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.05 Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection at the office of the Association, if any, by any Owner or any holder of a first mortgage lien on a Unit Ownership, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.06 Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments or user charges) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit C.

6.07 Start-Up Costs. At the time the initial sale of each Unit is closed, the purchaser of the Unit shall pay to the Association an amount equal to two (2) times the first full monthly assessment for such Unit. This sum shall be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the Common Elements. This payment shall not be refundable or be applied as a credit against the Owner's monthly assessment.

6.08 User Charges. The Board or the Declarant, acting pursuant to Section 12.01 hereof shall establish, and each Owner shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Owners or which, in the judgment of the Board, should not be charged to every Owner. Such expenses may include, without limitation, charges for the use of facilities located in the Common Elements, and fees for such other services and facilities provided to Owners which should not be reasonably allocated among all of the Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Owner benefited thereby, or may be added to such Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 6.08, and the Board or Declarant may elect to treat all or any portion thereof as Common Expenses.

6.09 Non-Use and Abandonment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or their Units.

6.10 No Forbearance. The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

## ARTICLE VII

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.01 The Property shall be occupied and used as follows:

(a) Each Unit or any two or more adjoining Units used together shall be used for housing and related common purposes for which the Property was designed and for no other purpose. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Owner may be altered or removed to afford ingress and egress to and from such adjoining Units provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Owner furnish to the Board not less than ten (10) days prior to the date Owner desires to commence such work, plans detailing the work to be done; (iii) the Board consents to the performance of such work; (iv) the expense of such alterations shall be paid in full by the Owner making such alterations, and (v) such Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose) without the prior consent of the Board or except as hereinafter expressly

provided. Each Owner shall be obligated to maintain and keep in good order and repair his own unit.

(c) Nothing shall be done or kept in any Unit or in the Common Elements serving the Units which will increase the rate of insurance on the Building or contents thereof without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Without the prior consent of the Board, Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof; and Owners shall not cause or permit the enclosure (either partially or entirely) of any exterior portions of the Building.

(e) In order to enhance the sound conditioning of the Building, the floor covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations of the Board.

(f) No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs (not to exceed one (1) per Unit), cats (not to exceed more than two (2) per Unit) or other usual household pets may be kept in the Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon ten (10) days' written notice from the Board. The Board may restrict pets from access to any portions of the Common Elements, and may designate other portions of the Common Elements to accommodate the reasonable requirements of Owners who keep pets.

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

(h) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. No Owner shall overload the electric wiring in the Building, or operate machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others. No Owner shall overload the floors

of any Unit. The use of water-beds and similar furnishings which may cause floor overloads shall be subject to Board approval. THE INSTALLATION AND USE OF ANY WASHER, DRYER OR OTHER LAUNDRY EQUIPMENT IN A UNIT IS PROHIBITED. Structural changes and alterations may be made by the Declarant in Units used by the Declarant as model apartments and in the adjacent Common Elements, as may be reasonably necessary to adapt the same to the uses permitted therein. Such changes may include the elimination or alteration of perimeter walls for the purpose of combining adjoining Units or improving access thereto or visibility thereof.

(i) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials which are not in receptacles provided for such purpose.

(j) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that subject to reasonable rules and regulations of the Board, (i) baby carriages, bicycles and other personal property may be stored in the common storage areas designated for the purpose and (ii) all amenity and service areas may be used for their intended purposes.

(k) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted in any Unit.

(l) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property. Notwithstanding the foregoing, the right is reserved by the Declarant or its agents to place and maintain on the Property all models, sales offices, advertising signs and banners and lighting in connection therewith at such locations and in such forms as shall be determined by the Declarant or its agents ~~and the Declarant or its agents~~ and prospective purchasers and lessees of any Unit from the Declarant are hereby granted the right of ingress, egress and transient parking in and through the Common Elements for such Unit sale or leasing purposes. The Declarant or agents further reserve the right to use unsold Units for temporary storage, office and related purposes.

(m) The Unit restrictions in paragraphs (a) and (k) of this Section 7.01 shall not, however, be construed in such a manner as to prohibit an Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal resident use and not in violation of paragraphs (a) and (k) of this Section 7.01.

(n) With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to lease his Unit for transient or hotel purposes. Any lease of Unit for less than one (1) month shall be deemed to be a lease for transient or hotel purposes. No Owner may lease less than the entire Unit and all such leases shall be in writing. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

(o) The provisions of the Condominium Property Act, the Declaration, and By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or by the Declaration, Bylaws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or Bylaws.

(p) A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

## ARTICLE VIII

### DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING

8.01 Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds (including the Insurance Trustee) in payment therefor.



8.02 Insufficient Insurance. In the event the Property, or any part thereof, shall suffer damage or destruction from any cause and the proceeds of any policy insuring against such loss or damage, and payable by reason thereof, shall be insufficient to pay the cost of repair, restoration or reconstruction, or the Property is not insured against the peril causing the loss or damage, and the Owners and all other parties in interest do not voluntarily make provision for reconstruction, repair or restoration within one hundred and eighty (180) days after such said damage or destruction, then the provisions of the Act in such event shall apply. Notwithstanding the foregoing, if such damage or destruction renders uninhabitable fewer than one-half ( $\frac{1}{2}$ ) of the Units, then upon the affirmative vote of not fewer than three-fourths ( $\frac{3}{4}$ ) of the Owners voting at a meeting called for that purpose, the Board shall cause the Property or any affected part thereof to be repaired and reconstructed. Such meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the damage or destruction. At such meeting, the Board, or its representative, shall present an estimate of the cost of repair or reconstruction and the estimated amount of necessary separate assessments to be levied against each Owner.

8.03 Condemnation. In the case of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements in the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards made to the Association in connection with any such taking or condemnation shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Common Expenses or (ii) distributed to the remaining Owners and their respective first mortgagees, as their interests may appear, based on their current percentage of interest in the Common Elements. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the percentage of interest in the Common Elements of the remaining Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Association shall execute and record an instrument on behalf of the Association as required by the Act which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of the property and adjustments, if any, in the percentage of interest in the Common Elements as a result of an occurrence covered by this Section 8.03. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the percentage of interest in the Common Elements, if any, allocated to the Unit in the amendment.

8.04 Repair, Restoration or Reconstruction of the Improvements. As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the

improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Elements having the same vertical and horizontal boundaries as before.

## ARTICLE IX

### SALE OF THE PROPERTY

At a meeting duly called for such purpose, the Owners by affirmative vote of at least seventy-five percent (75%) of the total vote, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under Section 12.02 of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale; provided, however, that any Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by an appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select a qualified appraiser, experienced in the appraisal of condominium units in Chicago, Illinois, and the two (2) so selected, shall select a third appraiser, experienced in the appraisal of condominium units in Chicago, Illinois, and the fair market value, as determined by a majority of the three (3) so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

## ARTICLE X

### REMEDIES

10.01 Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, upon not less than ten (10) days' notice, in addition to the rights set forth in the next succeeding section:

(a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or its successors or assigns, or the Board, or its agents shall not thereby be deemed guilty in any manner of trespass; or

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

All expenses of the Board 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 highest rate then allowed by law until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time cumulatively or otherwise, by the Board. In addition, any aggrieved Owner shall have the same rights and remedies as the Board hereunder in connection with any such violation.

10.02 Involuntary Sale. If any Owner (either by his own conduct or that of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration of the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall recur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the right of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant, or in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant and ordering that the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

10.03 Remedies for Failure to Pay Common Expenses or User Charges. Each Owner shall pay his proportionate share of the Common Expenses. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit C. Each Owner shall also pay all user charges for which he is responsible pursuant to Section 6.08 of this Declaration. In the event of the failure of an

Owner to pay such Common Expenses, or user charges when due, the amount thereof shall constitute a lien on the interest of such Owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Owner. If any Owner fails to pay any installment of such Common Expenses, or any user charges for which he is responsible pursuant to Section 6.08 of this Declaration, within thirty (30) days after notice of default, the Board may accelerate the maturity of the remainder of installments of such Common Expenses due from such Owner for the balance of the assessment year, and may enforce collection thereof and of all of such user charges then or thereafter falling due. A "late charge" in the amount of Thirty-five (\$35.00) Dollars per month shall be charged to and assessed against such defaulting Owner until paid, which late charge shall be subject to review by the Board from time to time. In addition to the foregoing, the Board or the Declarant in the exercise of the powers, rights, duties and functions of the Board as provided in Section 12.01 hereof or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay his proportionate share of the Common Expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include the right to take possession of such Owner's interest in the Property and to maintain for the benefit of all the other Owners an action for possession in the manner prescribed by "an act in regard to forcible entry and detainer", approved February 16, 1974, as amended.

#### ARTICLE XI

##### MISCELLANEOUS PROVISIONS RE: MORTGAGEES

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and to the extent if at all, that any other provisions of this Declaration conflicts with the following provisions, the following provisions shall control:

(a) The Association shall furnish each first mortgagee of a Unit a written notice of any default by the Owner of such Unit in the performance of such Owner's obligations under this Declaration which is not cured within thirty (30) days. Any first mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit).

(b) Upon request in writing, each first mortgagee of a Unit shall have the right:



(i) to examine the books and records of the Association during normal business hours;

(ii) to receive any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Owners at the end of each of its respective fiscal years;

(iii) to receive notices of all meetings of the Association and to designate a representative to attend all meetings; and

(iv) to receive notice of any decision by the Owners to make a material amendment to the Declaration, By-Laws contained herein or Articles of Incorporation.

(c) No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give an Owner or any other party priority over any rights of the first mortgagees of Units pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) There shall be included in each annual assessment levied by the Association (but not as a special assessment) an amount sufficient to establish an adequate reserve fund for replacements and contingencies.

(e) Unless the first mortgagees of all of the individual Units which have become a part of the Property have given their prior written approval, neither the Association nor the Owners shall be entitled to:

(i) by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of substantial loss to the Units and/or Common Elements;

(ii) change the pro rata interest or obligations of any Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (2) determining the pro rata share of ownership of each Owner in the Common Elements, except as provided in Section 8.03 hereof;

(iii) partition or subdivide any Unit;

(iv) use hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair,



replacement, or construction of such improvements, except as provided by statute in case of substantial loss to the Units and/or the Common Elements;

(v) terminate professional management of the Property and assume self-management of the same.

(f) Upon specific written request to the Association, each first mortgagee of a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000.00) or if damage shall occur to a Unit in excess of One Thousand Dollars (\$1,000.00), notice of such event shall also be given.

(g) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

## ARTICLE XII

### GENERAL PROVISIONS

12.01 Certain Rights of the Declarant. Until the time established by the Declaration for the election of the initial Board by the Owners, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board in the Act and in this Declaration shall be held and performed by the Declarant. In exercising such rights, and the other rights reserved by the Declarant pursuant to this Declaration, the Declarant shall not be under any disability which would otherwise be imposed by law by reason of the Declarant's interest in the subject matter of any transaction, provided, however, that any such transaction shall have been entered into in good faith and provided further that, except as otherwise provided herein, any agreement entered into with the Association prior to the initial meeting as provided in Section 5.04(b) hereof which shall have a term expiring later than two (2) years following the date of recording of this Declaration shall be subject to termination, after the expiration of said two (2) year period, by either party, upon ninety days written notice without payment of any penalty fee.

12.02 Notice to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose unit Ownership is subject to such mortgage or trust deed.

**12.03 Manner of Giving Notices.** Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Owner, as the case may be, at the Unit address of any member of the Board or any Owner, as the case may be, or at such other address as herein provided. Any Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox in the Building or at the door of his Unit in the building.

**12.04 Notices to Estate or Representatives.** Notices required to be given any devisee, heir or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

**12.05 Conveyance and Leases.** Each grantee of the Declarant and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under Articles of Agreement for Deed and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time interest or estate in the Property, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

**12.06 No Waivers.** No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**12.07 Change, Modification or Rescission.** No provision of this Declaration affecting the rights, privileges and duties of the Declarant may be modified without its respective written consent. The provisions of Sections 10.03 and 12.07 and Article XI of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and by all of the Owners and all mortgagees having bona fide liens of record against all the Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least seventy-five percent (75%) of the total vote. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no such change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes

in the Association, quorum and voting requirements for action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Declaration or by the Act.

12.08 Partial Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

12.09 Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of James Earl Carter, Jr., President of the United States.

12.10 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium apartment building.

12.11 Ownership by Land Trustee. In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge on lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

12.12 Additional Amendments. A power coupled with an interest is hereby granted to the Declarant, acting by or through its duly authorized officers, its successors, or its designee, as attorney-in-fact, to amend this Declaration as may be required in order to induce any governmental authority having jurisdiction to make, buy, sell or insure first mortgages by Owners or to comply with the Act. Each deed, mortgage or other instrument with respect to a Unit, and the acceptance thereof, shall be deemed a grant of such power to said attorney-in-fact, and acknowledgment of and consent to such power, and shall be deemed to reserve to said attorney-in-fact the power to amend this Declaration, as described above. Any such amendment shall not affect or impair any warranties made by a first mortgagee of a Unit to any governmental agency to purchase or insure the first mortgage on a Unit.

EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS  
AND BY-LAWS FOR  
UNIVERSITY PARK CONDOMINIUM ASSOCIATION

SURVEY OF UNITS

(Intentionally Omitted)

Property of Cook County Clerk's Office

EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS  
AND BY-LAWS FOR  
UNIVERSITY PARK CONDOMINIUM ASSOCIATION

Units 201N through 1001N, both inclusive; Units 202N through 1002N, both inclusive; Units 203N through 1003N, both inclusive; Units 204N through 1004N, both inclusive; Units 205N through 1005N, both inclusive; Units 206N through 1006N, both inclusive; Units 207N through 1007N, both inclusive; Units 208N through 1008N, both inclusive; Units 209N through 1009N, both inclusive; Units 210N through 1010N, both inclusive; Units 211N through 1011N, both inclusive; Units 212 N through 1012N, both inclusive; Units 213N through 1013N, both inclusive; Units 214N through 1014N, both inclusive; Units 215N through 1015N, both inclusive; Units 216N through 1016N, both inclusive; Units 217N through 1017N, both inclusive; Units 218N through 1018N, both inclusive; Units 219N through 1019N, both inclusive; Units 220N through 1020N, both inclusive; Units 221N through 1021N, both inclusive; Units 222N through 1022N, both inclusive; Units 223N through 1023N, both inclusive; Units 224N through 1024N, both inclusive; Units 225N through 1025N, both inclusive; Units 226N through 1026N, both inclusive; Units 227N through 1027N, both inclusive; Units 228N through 1028N, both inclusive; Units 229N through 1029N, both inclusive; Units 230N through 1030N, both inclusive; Units 201S through 1001S, both inclusive; Units 202S through 1002S, both inclusive; Units 203S through 1003S, both inclusive; Units 204S through 1004S, both inclusive; Units 205S through 1005S, both inclusive; Units 206S through 1006S, both inclusive; Units 207S through 1007S, both inclusive; Units 208S through 1008S, both inclusive; Units 209S through 1009S, both inclusive; Units 210S through 1010S, both inclusive; Units 211S through 1011 S, both inclusive; Units 212 S through 1012S, both inclusive; Units 213S through 1013S, both inclusive; Units 214S through 1014S, both inclusive; Units 215S through 1015S, both inclusive; Units 216S through 1016S, both inclusive; Units 217S through 1017S, both inclusive; Units 218S through 1018S, both inclusive; Units 219S through 1019S, both inclusive; Units 220S through 1020S, both inclusive; Units 221S through 1021S, both inclusive; Units 222S through 1022S, both inclusive; Units 223S through 1023S, both inclusive; Units 224S through 1024S, both inclusive; Units 225S through 1025S, both inclusive; Units 226S through 1026S, both inclusive; Units 227S through 1027S, both inclusive; Units 228S through 1028S, both inclusive; Units 229S through 1029S, both inclusive; Units 230S through 1030S, both inclusive; as delineated on a survey of:

Parcel 1:

Lots 9, 10, 13, 17, 18 and 19 in Chicago Land Clearance Commission No. 1, a consolidation of parts of various subdivisions and resubdivisions and vacated streets and alleys in the South East quarter of Section 11 and the North East quarter of Section 14,



Township 38 North, Range 14 East of the Third Principal Meridian according to the plat thereof recorded March 6, 1959 as document 17473437;

Parcel 2:

That part of Lot 12 in Chicago Land Clearance Commission No 1 aforesaid described as commencing at a point in the West line of said Lot, 106.113 feet North of the South West corner of said lot; thence North along the West line of said Lot, 118.46 feet to the lot corner; thence East 150.445 feet to the lot corner; thence South 118.392 feet to a point 32.0 feet North of the lot corner; thence West 150.464 feet to the place of beginning;

Parcel 3:

That part of Lot 22 in Block 57 lying South of a line drawn from a point in the West line of said Lot 21.35 feet North of the South West corner thereof to a point in the East line of said Lot 21.303 feet North of the South East corner thereof in Hyde Park Subdivision, being a subdivision of the Noah East quarter of the North East quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian;

Parcel 4:

That part of Lot 22 (except the West 100.0 feet thereof) and of Lot 3 in Block 58 lying Noah of the South 20 feet of said lots and lying South of a line drawn from a point in the East line of the West 100.0 feet of said Lot 22, 21.48 feet North of the South line thereof to a point in the East line of said Lot 3, 21.47 feet North of the South East corner thereof in Hyde Park Subdivision being a subdivision of the North East quarter of the North East quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois, which survey is attached to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for University Park Condominium Association made by University Gardens, an Illinois limited partnership and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24684928.

EXHIBIT C  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS  
AND BY-LAWS FOR  
UNIVERSITY PARK CONDOMINIUM ASSOCIATION

<u>Unit Number</u>	<u>Percentage of Ownership In Common Elements</u>	<u>Unit Number</u>	<u>Percentage of Ownership In Common Elements</u>
201N	.2660	205N	.1688
301N	.2671	305N	.1698
401N	.2682	405N	.1709
501N	.2693	505N	.1720
601N	.2703	605N	.1731
701N	.2714	705N	.1741
801N	.2725	805N	.1752
901N	.2736	905N	.1763
1001N	.2746	1005N	.1774
202N	.2660	206N	.1666
302N	.2671	306N	.1677
402N	.2682	406N	.1688
502N	.2693	506N	.1698
602N	.2703	606N	.1709
702N	.2714	706N	.1720
802N	.2725	806N	.1731
902N	.2736	906N	.1741
1002N	.2746	1006N	.1751
203N	.1688	207N	.1688
303N	.1698	307N	.1698
403N	.1709	407N	.1709
503N	.1720	507N	.1720
603N	.1731	607N	.1731
703N	.1741	707N	.1741
803N	.1752	807N	.1752
903N	.1763	907N	.1763
1003N	.1774	1007N	.1774
204N	.1666	208N	.1666
304N	.1677	308N	.1677
404N	.1688	408N	.1688
504N	.1698	508N	.1698
604N	.1709	608N	.1709
704N	.1720	708N	.1720
804N	.1731	808N	.1731
904N	.1741	908N	.1741
1004N	.1751	1008N	.1751
209N	.1204	215N	.2332

<u>Unit Number</u>	<u>Percentage of Ownership In Common Elements</u>	<u>Unit Number</u>	<u>Percentage of Ownership In Common Elements</u>
309N	.1215	315N	.2343
409N	.1225	415N	.2354
509N	.1236	515N	.2365
609N	.1247	615N	.2375
709N	.1258	715N	.2386
809N	.1268	815N	.2397
909N	.1279	915N	.2408
1009N	.1290	1015N	.2418
210N	.1182	216N	.2311
310N	.1193	316N	.2322
410N	.1204	416N	.2332
510N	.1215	516N	.2343
610N	.1225	616N	.2354
710N	.1236	716N	.2365
810N	.1247	816N	.2375
910N	.1258	916N	.2386
1010N	.1268	1016N	.2397
211N	.1204	217N	.2332
311N	.1215	317N	.2343
411N	.1225	417N	.2354
511N	.1236	517N	.2365
611N	.1247	617N	.2375
711N	.1258	717N	.2386
811N	.1268	817N	.2397
911N	.1279	917N	.2408
1011N	.1290	1017N	.2418
212N	.1182	218N	.2311
312N	.1193	318N	.2322
412N	.1204	418N	.2332
512N	.1215	518N	.2343
612N	.1225	618N	.2354
712N	.1236	718N	.2365
812N	.1247	818N	.2375
912N	.1258	918N	.2386
1012N	.1268	1018N	.2397
213N	.1204	219N	.2332
313N	.1215	319N	.2343
413N	.1225	419N	.2354
513N	.1236	519N	.2365
613N	.1247	619N	.2375
713N	.1258	719N	.2386
813N	.1268	819N	.2397
913N	.1279	919N	.2408
1013N	.1290	1019N	.2418
214N	.1182	220N	.2311
314N	.1193	320N	.2322
414N	.1204	420N	.2332
514N	.1215	520N	.2343
614N	.1225	620N	.2354

<u>Unit Number</u>	<u>Percentage of Ownership In Common Elements</u>	<u>Unit Number</u>	<u>Percentage of Ownership In Common Elements</u>
714N	.1236	720N	.2365
814N	.1247	820N	.2375
914N	.1258	920N	.2386
1014N	.1268	1020N	.2397
221N	.1204	227N	.1688
321N	.1215	327N	.1698
421N	.1225	427N	.1709
521N	.1236	527N	.1720
621N	.1247	627N	.1731
721N	.1258	727N	.1741
821N	.1268	827N	.1752
921N	.1279	927N	.1763
1021N	.1290	1027N	.1774
222N	.1182	228N	.1666
322N	.1193	328N	.1677
422N	.1204	428N	.1688
522N	.1215	528N	.1698
622N	.1225	628N	.1709
722N	.1236	728N	.1720
822N	.1247	828N	.1731
922N	.1258	928N	.1741
1022N	.1268	1028N	.1795
223N	.1688	229N	.2660
323N	.1698	329N	.2671
423N	.1709	429N	.2682
523N	.1720	529N	.2693
623N	.1731	629N	.2703
723N	.1741	729N	.3278
823N	.1752	829N	.2725
923N	.1763	929N	.2736
1023N	.1774	1029N	.2746
224N	.1666	230N	.2660
324N	.1677	330N	.2671
424N	.1688	430N	.2682
024N	.1698	530N	.2693
624N	.1709	630N	.2703
724N	.1720	730N	.2714
824N	.1731	830N	.2725
924N	.1741	930N	.2736
1024N	.1751	1030N	.2746
225N	.1688	201S	.2660
325N	.1698	301S	.2671
425N	.1709	401S	.2682
525N	.1720	501S	.2693
625N	.1731	601S	.2703
725N	.1741	701S	.2714

<u>Unit Number</u>	<u>Percentage of Ownership In Common Elements</u>	<u>Unit Number</u>	<u>Percentage of Ownership In Common Elements</u>
825N	.1752	801S	.2725
925N	.1763	901S	.2736
1025N	.1774	1001S	.2746
226N	.1666	208S	.1688
326N	.1677	308S	.1698
426N	.1688	408S	.1709
526N	.1698	508S	.1620
626N	.1709	608S	.1731
726N	.1720	708S	.1741
826N	.1731	808S	.1752
926N	.1741	908S	.1763
1026N	.1751	1008S	.1774
202S	.2660	209S	.1182
302S	.2671	309S	.1193
402S	.2682	409S	.1204
502S	.2693	509S	.1215
602S	.2703	609S	.1225
702S	.2714	709S	.1236
802S	.2725	809S	.1247
902S	.2736	909S	.1258
1002S	.3359	1009S	.1268
203S	.1666	210S	.1204
303S	.1677	310S	.1215
403S	.1788	410S	.1225
503S	.1698	510S	.1236
603S	.1709	610S	.1247
703S	.1720	710S	.1258
803S	.1731	810S	.1268
903S	.1741	910S	.1279
1003S	.1751	1010S	.1290
204S	.1688	211S	.1182
304S	.1698	311S	.1193
404S	.1709	411S	.1204
504S	.1720	511S	.1215
604S	.1731	611S	.1225
704S	.1741	711S	.1236
804S	.1752	811S	.1247
904S	.1763	911S	.1258
1004S	.1290	1011S	.1268
205S	.1666	212S	.1204
305S	.1677	312S	.1215
405S	.1788	412S	.1225
505S	.1798	512S	.1236
605S	.1709	612S	.1247
705S	.1720	712S	.1258
805S	.1731	812S	.1268
905S	.1741	912S	.1279
1005S	.1751	1012S	.1290
206S	.1688	213S	.1182



<u>Unit Number</u>	<u>Percentage of Ownership In Common Elements</u>	<u>Unit Number</u>	<u>Percentage of Ownership In Common Elements</u>
306S	.1698	313S	.1193
406S	.1709	413S	.1204
506S	.1620	513S	.1215
606S	.1731	613S	.1225
706S	.1741	713S	.1236
806S	.1752	813S	.1247
906S	.1763	913S	.1258
1006S	.1774	1013S	.1268
207S	.1666	220S	.2332
307S	.1677	320S	.2343
407S	.1788	420S	.2354
507S	.1798	520S	.2365
607S	.1709	620S	.2375
707S	.1720	720S	.2386
807S	.1731	820S	.2397
907S	.1741	920S	.2408
1007S	.1751	1020S	.2418
214S	.1204	221S	.1182
314S	.1215	321S	.1193
414S	.1225	421S	.1204
514S	.1236	521S	.1215
614S	.1247	621S	.1225
714S	.1258	721S	.1236
814S	.1268	821S	.1247
914S	.1279	921S	.1258
1014S	.1290	1021S	.1268
215S	.2311	222S	.1204
315S	.2322	322S	.1215
415S	.2332	422S	.1225
515S	.2343	522S	.1236
615S	.2354	622S	.1247
715S	.2365	722S	.1258
815S	.2375	822S	.1268
915S	.2486	922S	.1279
1015S	.2497	1022S	.1290
216S	.2332	223S	.1666
316S	.2343	323S	.1677
416S	.2354	423S	.1788
516S	.2365	523S	.1798
616S	.2375	623S	.1709
716S	.2386	723S	.1720
816S	.2397	823S	.1731
916S	.2408	923S	.1741
1016S	.2718	1023S	.1751
217S	.2311	224S	.1688
317S	.2322	324S	.1698
417S	.2332	424S	.1709
517S	.2343	024S	.1720
617S	.2354	624S	.1731

<u>Unit Number</u>	<u>Percentage of Ownership In Common Elements</u>	<u>Unit Number</u>	<u>Percentage of Ownership In Common Elements</u>
717S	.2365	724S	.1741
817S	.2375	824S	.1752
917S	.2486	924S	.1763
1017S	.2397	1024S	.1774
218S	.2332	225S	.1666
318S	.2343	325S	.1677
418S	.2354	425S	.1688
518S	.2365	525S	.1698
618S	.2375	625S	.1709
718S	.2386	725S	.1720
818S	.2397	825S	.1731
918S	.2408	925S	.1741
1018S	.2418	1025S	.1751
226S	.1688	219S	.2311
326S	.1698	319S	.2322
419S	.2332	519S	.2343
619S	.2354	719S	.2365
819S	.2375	919S	.2486
1019S	.2497	426S	.1709
526S	.1720	626S	.1731
726S	.1741	826S	.1752
926S	.1763	1026S	.1774
227S	.1666	327S	.1677
427S	.1688	527S	.1698
627S	.1225	727S	.1720
827S	.1731	927S	.1741
1027S	.1751	228S	.1688
328S	.1698	428S	.1709
528S	.1236	628S	.1731
728S	.1741	828S	.1752
928S	.1763	1028S	.1774
229S	.2660	329S	.2671
429S	.2682	529S	.2693
629S	.3251	729S	.2714
829S	.2725	929S	.2736
1029S	.2746	230S	.2660
330S	.2671	430S	.2682
530S	.3224	630S	.2703
730S	.2714	830S	.2725
930S	.2736	1030S	.2746

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100%

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF COOK       )

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Managers of the University Park Condominium Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to this Amended And Restated Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended And Restated Declaration at a duly called meeting of the Board of Managers of University Park Condominium Association held on October 20, 2000.

Lucille Jackson  
President

Mary Tracemon  
Secretary

Marion G. Howard, Treasurer

Ruby Niles, Director

Dyghla Cooper  
Chita Cooper, Director

Jackie Brown  
Theresa Jones, Director

Marcella G. Hittie  
Belle, Director

Joseph W. Lee  
Director

Karin A. Pardo  
Director

Arthur Brucey  
Director

M. Tena Williams  
\_\_\_\_\_, Director

\_\_\_\_\_, Director

\_\_\_\_\_, Director

\_\_\_\_\_, Director

\_\_\_\_\_, Director

BOARD OF MANAGERS OF  
UNIVERSITY PARK  
CONDOMINIUM ASSOCIATION

ATTEST:

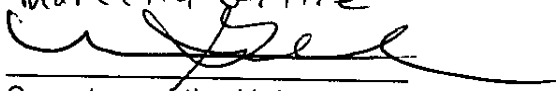
Mary Lamonon  
Secretary

Property of Cook County Clerk's Office

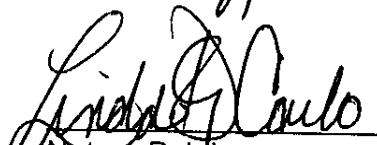
AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK     )

I, Marcella Gillie being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of University Park Condominium Association and as such Secretary and keeper of the books and records of said condominium I further state that the foregoing Amended And Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed and convened and held for that purpose on October 30, 2000 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amended And Restated Declaration either was delivered personally to each unit owner at the Association or was sent by regular mail, postage prepaid, to each unit owner in the Association at the address of the unit or such other address as the owner has provided to the Board of Managers for purposes of mailing notices. I further state the unit owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amended And Restated Declaration to the Declaration.

Marcella Gillie  
  
Secretary of the University Park  
Condominium Association

SUBSCRIBED AND SWORN to  
before me this 16th day  
of January, 2000

  
Notary Public

