

ORIGINAL



Doc#: 1022210060 Fee: \$122.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/10/2010 03:29 PM Pg: 1 of 44

**SECOND AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS
FOR THE DANA POINT CONDOMINIUM ASSOCIATION**

This document prepared by and after recording to be returned to:

ROBERT P. NESBIT
Kovitz Shifrin Nesbit
750 W. Lake Cook Road, Suite 350
Buffalo Grove, IL 60089

RECORDING FEE 122
DATE 8/10/10 COPIES 6x
OK BY PN

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE DANA POINT CONDOMINIUM ASSOCIATION**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Article I - Definitions	2
1.1 Board	2
1.2 Common Elements	2
1.3 Garage Space	2
1.4 Declaration	2
1.5 Limited Common Elements	2
1.6 Occupant	2
1.7 Owner	2
1.8 Person	3
1.9 Property	3
1.10 Unit	3
1.11 Unit Ownership	3
1.12 Association	3
1.13 Common Expenses	3
1.14 By-Laws	3
1.15 Reserves	3
1.16 Condominium Instruments	3
1.17 Meeting of the Board	3
Article II - Units	3
2.1 Description of Units	3
2.2 No Ownership of Pipes	4
2.3 Boundaries	4
Article III - Common Elements	4
3.1 Common Elements	4
3.2 Owners Own Undivided Interest in Common Elements	4
3.3 Limited Common Elements	4
3.4 Public Utility Easements	5
3.5 Use of Common Elements	5
Article IV - General Provisions as to Units and Common Elements	6
4.1 Property Submitted to Act	6
4.2 Easement for Encroachments	6
4.3 Garage Space Easements	6
4.3.1 Designation of Garage Spaces	6
4.3.2 All Documents to Include Garage Space	6

4.3.3	Lease of Garage Spaces Between Owners	7
4.3.4	Garage Spaces Governed by Rules	7
4.4	Easements Run With Land	7
4.5	Reference to Garage Easements	7
Article V - Voting Members		7
5.1	Designation of Voting Member	7
5.2	Quorum of Voting Members	8
5.3	Annual Meetings of Voting Members	8
5.4	Special Meetings of the Voting Members	8
5.5	Notices of Meetings	8
5.6	Annual Meetings	8
5.7	Secret Ballot	9
5.8	Installment Purchasers	9
5.9	Owner Approval	9
Article VI - Board of Managers		9
6.1	Board of Managers	9
6.2	Vacancies on the Board or Officers	10
6.3	Officers	11
6.4	Removal of Board Member or Officer	11
6.5	Elections	11
6.6	Powers and Duties of Board	11
6.7	Additional Duties of Board	15
6.8	Financial Duties of Board	16
6.9	Waiver of Claims	18
6.10	Board Not Liable for Mistakes of Judgment	18
Article VII - Assessments - Maintenance Fund		18
7.1	Annual Assessment	18
7.1.1	Budget	18
7.1.2	Payment of Assessment	19
7.1.3	Itemized Annual Accounting	19
7.2	Reserves	20
7.3	Owners Obligated to Pay Maintenance Costs and Reserves	20
7.4	Books and Records	21
7.5	Funds Held for Purposes Herein	23
7.6	Rights of Board Against Owner in Default	24
Article VIII - Covenants and Restrictions as to Use and Occupancy		24
8.1	Use of Units	24
8.2	Sale or Lease of Units	26
Article IX - Damage or Destruction and Restoration of Buildings		27
9.1	Destruction by Fire, etc	27
9.2	Destruction by Fire, etc. Not Totally Covered by Insurance	27

9.3	"Repair, etc." Defined	27
Article X - Sale of the Property		27
10.1	Approval of Sale of Property	27
Article XI - Remedies for Breach of Covenants, Restrictions and Regulations.....		28
11.1	Violation of Restrictions	28
11.2	Notice to Owner in Violation	28
11.3	Proceeds of Judicial Sale	29
11.4	Confirmation of Sale	29
11.5	Board May Acquire Such Unit	29
Article XII - Association		29
12.1	Association	29
Article XIII - General Provisions		30
13.1	Resales of Units	30
13.2	Notices to Holders of Mortgages and Others	31
13.3	Grantees Acceptance	31
13.4	Voting When Small Number of Units Possess Majority of Percentage of Common Elements	31
13.5	No Waiver of Covenants	32
13.6	Units Held by Trusts	32
13.7	Amendments to Declaration	32
13.8	Severability Clause	32
13.9	Rule Against Perpetuities	33
13.10	Liberal Construction	33
13.11	Headings	33

Exhibit A - Legal Description

**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE DANA POINT CONDOMINIUM ASSOCIATION**

This Second Amended and Restated Declaration is made and entered into by the Board of Managers of the Dana Point Condominium Association, ("Association"), in accordance with Section 27 of the Illinois Condominium Property Act [765 ILCS 605/27] (the "Act") whereby the Board of Managers by a two-thirds (2/3) majority vote can amend the Declaration in order to conform with the Act.

This Amended and Restated Declaration of Condominium Ownership was approved on the 29th day of July, 2010, by no less than two-thirds (2/3) of the Board of Managers, as indicated below:

Angela L. ...
Tom Pankay
Don R. ...
John ...
Paul ...

Kathy M. Collins
Poss M. ...
Carol L. ...
Janet ...

This Amended and Restated Declaration of Condominium Ownership incorporates all of the changes in the law implemented since the adoption of the original Declaration. Such changes that supersede provisions of the original Declaration are incorporated herein.

WITNESSETH:

WHEREAS, the original developer submitted a certain parcel of real estate, legally described in Exhibit A, to the provisions of the Act, as amended from time to time, and established for all future owners or occupants of the Property 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 developer created the Dana Point Condominium Association by recording a certain Declaration of Condominium Ownership ("original Declaration") in the office of the Recorder of Deeds of Cook County on September 8, 1978 as Document Number 24618528; and

WHEREAS, the Association, by and through its elected Board of Managers desires and intends that all 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; and

WHEREAS, since the recording of the Original Declaration in 1978, there have been numerous changes in the law that contradict provisions of the Original Declaration and substantially affects the rights of all residents and owners of Dana Point; and

WHEREAS, in accordance with its authority under the Act, the Board of Managers does hereby elect to bring the Declaration into compliance with the Act in accordance with Section 27(b), which provides for an efficient method of bringing the Declaration and By-Laws into compliance with the law and does hereby approve the adoption of this Second Amended and Restated Declaration of Condominium Ownership.

NOW, THEREFORE, the Board of Managers of the Association, for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I DEFINITIONS

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

1.1 Board. The Board of Managers (also referred to as Board of Directors) who shall administer and maintain the Property in accordance with the provisions of Article VI herein.

1.2 Common Elements. All portions of the Property except Units, including the Limited Common Elements unless otherwise specified.

1.3 Garage Space. Area marked as set forth on Exhibit A of the Original Declaration, provided solely for the parking of automobiles and no other purpose, including a perpetual, exclusive and irrevocable easement of ingress and egress to the public street.

1.4 Declaration. This document, by which the Property is submitted to the provisions of the Act.

1.5 Limited Common Elements. Those portions of the Common Elements contiguous to and serving exclusively a single Unit as an inseparable appurtenance thereto.

1.6 Occupant. Person or Persons, other than the Owner, in possession of a Unit.

1.7 Owner. Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

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

1.9 Property. All the land, property and space comprising the real estate above described, all improvements and structures erected, constructed or contained therein or thereon,

including all buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owner.

1.10 Unit. A part of the Property including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a family dwelling, and having lawful access to a public way.

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

1.12 Association. The Dana Point Condominium Association, acting pursuant to its By-Laws, through its duly elected Board.

1.13 Common Expenses. The proposed or actual expenses affecting the Property, including reserves, lawfully assessed by the Board.

1.14 By-Laws. Articles V, VI and VII of the Declaration, dealing with administration of the Property.

1.15 Reserves. Those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the Condominium Instruments.

1.16 Condominium Instruments. All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and plat(s).

1.17 Meeting of Board. Means any gathering of a quorum of the members of the Board held for the purpose of conducting Board business.

ARTICLE II UNITS

2.1 Description of Units. All Units in the buildings located on the real estate described in Exhibit A, are delineated on the list attached hereto as Exhibit B.

2.2 No Ownership of Pipes. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners. Subject to the provisions of this paragraph, all space and other fixtures and improvements within the boundaries of a Unit shall be deemed a part of that Unit.

2.3 Boundaries. All decorating, wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces shall be deemed part of the Units, while all other portions of such walls, floors or ceilings and all portions of perimeter doors and all portions of windows in perimeter walls shall be deemed part of the Common Elements.

ARTICLE III **COMMON ELEMENTS**

3.1 Common Elements. Except as described in Article II, Paragraph 2.2 herein, the Common Elements shall consist of the Property as defined herein, excepting therefrom the Property and space constituting all the Units as hereinabove described, and shall include by way of illustration but not by way of limitation, the land, garage and parking spaces, pipes, ducts, flues, 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 all equipment and fixtures therein.

3.2 Owners Own Undivided Interest in Common Elements. Each Owner shall own an undivided interest in the Common Elements (except the Limited Common Elements) as a tenant in common with all the other Owners of the Property and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his Unit. The amount of such ownership shall be expressed in terms of a percentage and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners.

There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit Ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-owners.

3.3 Limited Common Elements. All shutters, awnings, window boxes, doorsteps, porches, balconies, patios, perimeter doors, windows in perimeter walls and any other apparatus designed to serve a single Unit shall be deemed a Limited Common Element appertaining to that Unit exclusively and not a part of any individual Unit. Each Owner shall have the exclusive use and possession of the Limited Common Elements appertaining to his Unit. Unless and until such time as the Board, as hereinafter provided, determines to the contrary, each Owner shall be financially responsible for repair, maintenance and appearance of his respective Limited Common Elements, the exclusive use and possession of which is extended hereby, at his own expense, including (without limitation) financial responsibility for breakage, damage, malfunction and ordinary wear and tear. An Owner shall not paint or otherwise decorate or adorn or change the appearance of any such Limited Common Elements in any manner contrary to such rules and regulations, as may be established by the Board. In the event any such Limited Common Elements shall be appurtenant to more than one Unit, then all rights and obligations of the Owners of each such Unit with respect to the use, maintenance and repair of such Limited Common Elements shall be joint, common and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

3.4 Public Utility Easements. All public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires,

transformers, switching apparatus and other equipment into and through the Common Elements for the purpose of providing utility services to the Property, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property under, along and on any portion of said Common Elements to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the unit boundaries.

3.5 Use of Common Elements. Each Unit Owner shall have the right to the use of the Common Elements (except the Limited Common Elements), as provided herein, and the recreation facilities, management office and other special areas which shall be used for the purposes and in accordance with the rules and regulations established by the Board in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, guests and invitees of each Unit Owner. Such rights to use and possess the Common Elements, including all the Limited Common elements, shall be subject to and governed by the provisions of the Act, as amended, this Declaration and the By-laws incorporated herein and the rules and regulations of the Board.

ARTICLE IV **GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS**

4.1 Property Submitted to Act. The Property has been submitted to the provisions of the "Condominium Property Act", as amended, of the State of Illinois ("the Act").

4.2 Easements for Encroachments. In the event that, by reason of the construction, settlement or shifting of the buildings, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit, encroach or shall hereafter encroach upon any part of any Unit, valid mutual easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Element as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful or negligent conduct of said Owner, Owners or their agents.

4.3 Garage Space Easements.

4.3.1 Designation of Garage Spaces. The garage parking area has been divided into Garage Spaces as delineated in Exhibit A attached to the Original Declaration. The legal description of each said Garage Space shall consist of the identifying letter G and the number of such Garage Space as shown on said Exhibit. Wheresoever reference is made to any

Garage Space in a legal instrument or otherwise, a Garage Space may be legally described as set out above and every such description shall be deemed good and sufficient for all purposes. A Unit Ownership may include as a right and easement appurtenant thereto a grant of a perpetual and exclusive easement, consisting of the right to use for parking purposes one or more of the Garage Spaces.

4.3.2 All Documents to Include Garage Space. Each deed, lease, mortgage or other instrument affecting a Unit Ownership shall include the specific Garage Space or Spaces so allocated and appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including Garage easement to the said Garage Space or Spaces expressly allocated to said Unit, shall be deemed and taken to include the said Garage Easement to the said Garage Space or Spaces, even though not expressly mentioned or described therein.

4.3.3 Lease of Garage Spaces Between Owners. Owners may lease between themselves a specific Garage Space or Spaces appurtenant to their own Unit Ownerships. No person not having an interest in a Unit Ownership shall have any interest in and to a Garage Space for any purpose except as a lessee thereof. The term of any Lease of any specific Garage Space shall not exceed one (1) year and shall automatically terminate upon the sale, lease, mortgage or other transfer of the Unit Ownership to which said specific Garage Space has been allocated and is appurtenant.

4.3.4 Garage Spaces Governed by Rules. No Garage Space shall be used in any manner contrary to such rules and regulations applicable to all Garage Spaces as may be established by the Board or the Association, as hereinafter provided, or unless the Owner or lessee of the Owner shall first obtain the written consent of the Board or Association so to do.

4.4 Easements Run With Land. All easements and rights described herein or in any other part of this Declaration, or which may be hereafter granted pursuant to the provisions of the Article IV, are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee, lessee and other person having an interest in said Property or any part or portion thereof.

4.5 Reference to Garage Easements. Reference in, or with respect to the creation of easements for garage or parking, grants 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 the respective grantees, mortgages and trustees in such parcels as completely as though such easements and rights were set forth fully in such documents.

ARTICLE V VOTING MEMBERS

5.1 Designation of Voting Member. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known as a "Voting Member" which shall be the sole class of membership of the Association. Such Voting Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual written notice to the Board, or by written notice of the death or judicially declared incompetence of any such Owner executing such proxy. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member either in person or by proxy. The total number of votes of all Owners shall be entitled to the number of votes equal to the total of their respective percentage of ownership in the Common Elements as set forth in Article III.

5.2 Quorum of Voting Members. The presence at any meeting of the Voting Members having twenty percent (20%) a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of Voting Members at which meeting a quorum is present, upon affirmative vote of Voting Members having a majority of the total votes present at such meeting.

5.3 Annual Meetings of Voting Members. The annual meeting shall be held on the third Monday in January of each year at 7:30 P.M., at the Recreation Building, East Central Road, Arlington Heights, Illinois, or at such other place or time, (not more than sixty (60) days before or after such date) as may be agreed upon by the Board. The Board shall notify in writing Voting Members of the annual meeting and all other meetings and the purpose thereof at least ten (10) but not more than thirty (30) days prior to the date of the meeting.

5.4 Special Meetings of the Voting Members. Special meetings of Voting Members may be called at any time by the President, Board or by Voting Members having not less than one-fifth (1/5) of the total number of votes (100) by written notice delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting, which notice shall specify the date, time and place of the meeting and the matters to be considered.

5.5 Notices of Meetings. All notices of meetings required to be given herein shall be in writing and may be delivered either personally or by mail to 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 other address had been given to the Board.

5.6 Annual Meetings. At each annual meeting, Voting Members, by a majority of the total votes present, shall elect for the forthcoming year a total of eleven (11) members of the Board from the Voting Members of the Association. There shall be no cumulative voting. All

voting shall be by the mail-in election procedures as previously adopted by the Association and as may be amended from time to time.

5.7 Secret Ballot. 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 adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot; and further, that 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.

The Association may, upon adoption of the appropriate rules by the Board of Managers, conduct the election of directors, officers, or representatives by e-mail or other electronic means, so long as a location for the annual meeting is still provided for those Unit Owners who wish to vote in person.

5.8 Installment Purchasers. In the event of a resale of a Unit, the purchaser of the Unit, pursuant to an installment contract for 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 unless the seller expressly retains in writing any or all of 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 the installment contract shall be made available to the Association or its agents. 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.

5.9 Owner Approval. Matters subject to the affirmative vote of not less than two-thirds (2/3) of the votes of Unit Owners at a meeting duly called for that purpose, shall include, but not be limited to:

- (a) merger or consolidation of the association;
- (b) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and
- (c) the purchase or sale of land or of units on behalf of all unit owners.

ARTICLE VI **BOARD OF MANAGERS**

6.1 Board of Managers. The direction and administration of the Property shall be vested in the Board of Managers, consisting of eleven (11) persons who shall be elected in the manner herein provided. All members of the Board shall be elected at large. Each member of the Board shall be one of the Unit Owners, provided, however, that in the event a Unit Owner is

a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. 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. The members of the Board shall serve for a one (1) year term without compensation or until their successors are elected and qualified. Board members may succeed themselves in office. The Board shall meet at least four (4) times annually and give written notice thereof as provided in Section 5.3 herein. All meetings of the Board shall be open to any 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 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 the Act by tape, film or other means, and 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 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 pursuant to this Declaration or other Condominium Instrument, or provision of law other than this section before the meeting is convened. Copies of notices of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places on the Property at least forty-eight (48) hours prior to the meeting of the Board.

6.2 Vacancies on the Board or Officers. Vacancies on the Board may be filled by a two-thirds (2/3) vote of the remaining Board members 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 purposes 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. The method of filling vacancies among the officers that shall include the authority for the members of the board to fill the vacancy for the unexpired portion of the term. 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. Seven (7) members of the Board shall constitute a quorum for the purpose of conducting business. The meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt, or lacking such regulations in accordance with the provisions of the Illinois General Not for Profit Corporation Act of 1986, as amended.

6.3 Officers. The Board shall elect from its members a President who shall preside over its meetings and those of Voting Members, a Secretary who shall keep minutes of the meetings of the Board and of Voting Members, mail and receive all notices, execute amendments to the Condominium Instruments, and in general, perform all duties incident to the office of secretary, and a Treasurer to keep the financial records and books of account. All such officers

shall have the rights and duties as generally ascribed to each such offices under Illinois Corporate law.

6.4 Removal of Board Member or Officer. Any Officer or Board member may be removed from office by the affirmative vote of Voting Members having at least two-thirds (2/3) of the total votes (100), at any special meeting called for that purpose. The successor of any removed Board member may be elected by the majority vote of Voting Members at the same special meeting or at any subsequent meeting called for that purpose.

6.5 Elections. The Board of Managers may disseminate to Unit Owners biographical and background information about candidates for election to the Board if:

(a) 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

(b) the board does not express a preference in favor of any candidate.

Any proxy distributed for Board elections by the Board of Managers shall give Unit Owners the opportunity to designate any person as the proxy holder, and give the Unit Owners the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

6.6 Powers and Duties of Board. The Board shall exercise for the Association all powers, duties and authority vested therein by law or this Declaration except for such powers, duties and authority reserved thereby to the Voting Members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

(a) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. The term "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, 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 twenty 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 the expenditure. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified.

(b) Preparation, adoption and distribution of the annual budget for the Property.

(c) Levying and expenditure of assessments.

- (d) Collection of assessments from Unit Owners.
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) Obtaining adequate and appropriate kinds of insurance.
- (g) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- (h) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property and 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 Act, except that no quorum is required at the 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 Act or the Condominium Instruments.
- (i) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements, the Limited Common Elements or to other Unit or Units.
- (j) 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 portions of the Buildings, and the Owner or Owners of said Unit have 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 or Owners. After the Board performs said maintenance or repair, it shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.
- (k) The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Maintenance Fund.
- (l) The Board shall maintain the records of the Association as required in the Act available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys.
- (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 the 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 section, a Board member's immediate family means the Board member's spouse, parents, and children.

(n) The Board of Managers may establish and maintain a system of master metering of public utility services and collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

(o) The Board of Managers may 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, and may levy reasonable fines for violation of the Declaration and rules and regulations of the association.

(p) The Board of Managers, by a majority vote of the entire Board, may assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the association.

(q) The Board may seek relief on behalf of all Unit Owners when authorized pursuant to subsection (c) of Section 10 of the 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.

(r) The Board shall 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. In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Unit Owners. The collection of assessments from Unit Owners by the Association, the Board or its duly authorized agent shall not be considered acts constituting a collection agency for purposes of the Collection Agency Act.

(s) The Association must obtain and maintain fidelity insurance covering persons, including the managing agent, 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's reserve fund. Any management company which is 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 the 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 the Association, provided, however, that for investment

purposes, the Board 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. For the purpose of this section, a management company shall be defined as a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a unit owner, unit owners or association of unit owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to the Act. For purposes of this section, the term "fiduciary insurance coverage" shall be defined as both a fidelity bond and directors and officers liability coverage, the fidelity bond in the full amount of Association funds and Association reserves that will be in the custody of the Association, and the directors and officers liability coverage at a level as shall be determined to be reasonable by the Board of Managers. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Declaration and By-Laws.

6.7 Additional Duties of Board. The Board, in addition to the powers and duties set forth elsewhere herein, shall have the following powers and duties:

(a) The Board shall have no authority to (1) acquire and pay for out of the Maintenance Fund any capital addition or improvement (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of Five Thousand Dollars (\$5,000.00) or (2) authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without, in each case, securing the prior approval of the Voting Members holding two-thirds (2/3) of the total votes;

(b) All vouchers for payment of expenditures by the Board 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 vouchers shall be signed by the Treasurer or the President of the Association;

(c) The Board may engage the services of an agent to manage the property to the extent deemed advisable by the Board, and upon such terms and for such compensation as the Board may approve.

(d) 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.

6.8 Financial Duties of Board. The Board, for the benefit of all Owners, shall acquire and shall pay for out of the Maintenance Fund hereinafter provided for, the following:

(a) Water, waste removal, electricity, gas, telephone, and other necessary utility service for the Common Elements, and if not separately metered or charged, for the units;

(b) Required Insurance Coverages

(1) Property insurance. Property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and, except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date.

(2) General liability insurance. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(3) Contiguous Units; improvements and betterments. The insurance maintained under subparagraph (1) above must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected.

Common elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners.

(4) Deductibles. The Board may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

(5) Insured parties; waiver of subrogation. Insurance policies carried pursuant to subparagraphs (1) and (2) above must include each of the following provisions:

(i) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

(ii) The insurer waives its right to subrogation under the policy against any Unit Owner or members of the Unit Owner's household and against the Association and the Board.

(iii) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

(6) Primary insurance. If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.

(7) Adjustment of losses; distribution of proceeds. Any loss covered by the property policy under subparagraph 1 above must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

(8) Certificates of insurance. Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, its Board, and its managing agent as additional insured parties.

(9) Settlement of claims. Any insurer defending a liability claim against the Association must notify the Association of the terms of the settlement no less than 10 days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

(10) Policies of Workmen's Compensation and comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, insuring where feasible each Unit Owner, the Association, its officers, members of the Board, the manager and managing agents, from liability in connection with the Common Elements and the streets and sidewalks adjoining the property and insuring the officers of the Association and members of the Board from liability for good

faith actions beyond the scope of their respective authorities. Such insurance coverage may include cross liability claims of one or more insured parties against other insured parties; and

(11) Each Unit 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. Each Unit Owner shall be further responsible for obtaining insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the Board may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

(c) The services of any person or firm employed by the Board;

(d) Elevator maintenance, landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the doors and windows appurtenant thereto, which Owner 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, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements;

(e) Any other materials, supplies, equipment, furniture, labor, services, maintenance, repairs, structural alterations, insurance charges, or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as first class apartment buildings, or for enforcement of the provisions of this Declaration; and

(f) 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 interest 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.

6.9 Waiver of Claims. Each Unit Owner hereby waives and releases any and all claims which he or any subrogee, or any other Person claiming under him may have against any other Unit Owner, the Association, its officers, members of the Board, its beneficiaries and

agents, the manager and managing agent of the building, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units 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.

6.10 Board Not Liable for Mistakes of Judgment. The members of the Board and the officers thereof or the Association shall not be liable to Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of Unit Owners or the Association. The liability of any Unit Owner arising out of the aforesaid indemnity shall be limited to such proportions of the total liability thereunder as his or her percentage interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for Unit Owners or for the Association.

6.11 Indemnification of officers, directors, employees and agents; insurance.

(a) The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

(b) The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent that the court in which such

action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case; such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(c) To the extent that a present or former director, officer or employee of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, if that person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association.

(d) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections (a) or (b). Such determination shall be made with respect to a person who is a director or officer at the time of the determination: (1) by the majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, (2) by a committee of the directors designated by a majority vote of the directors, even through less than a quorum, (3) if there are no such directors, or if the directors so direct, by independent legal counsel in a written opinion, or (4) by the members entitled to vote, if any.

(e) Expenses (including attorney's fees) incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount, unless it shall ultimately be determined that such person is entitled to be indemnified by the Association as authorized in this Section. Such expenses (including attorney's fees) incurred by former directors and officers or other employees and agents may be so paid on such terms and conditions, if any, as the Association deems appropriate.

(f) The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Section.

(g) If the Association indemnifies or advances expenses under subsection (b) of this Section to a director or officer, the Association shall report the indemnification or advance in writing to the members entitled to vote with or before the notice of the next meeting of the members entitled to vote.

ARTICLE VII
ASSESSMENTS - MAINTENANCE FUND

7.1 Annual Assessment

7.1.1 Budget. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.

(a) Each unit owner shall receive notice, in the same manner as is provided in this Declaration 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;

(b) Except as provided in subsection (d) below, if an adopted budget or any separate assessment adopted by the Board will result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 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.

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

(d) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions of item (b) above or item (e) 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.

(e) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted budget, shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners.

(f) 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 (d) and (e), 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.

7.1.2 Payment of Assessment. On or before January 1st of the ensuing year and the first of each and every month of said year, each Owner shall be obligated to pay to the Board or

to whom the Board may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

7.1.3 Itemized Annual Accounting. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the total expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions were for reserves, capital expenditure or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of Ownership in the Common Elements to the next monthly installment due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of Ownership in the Common Elements to the installments due in the succeeding three (3) months after rendering of the accounting.

7.2 Reserves. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. All budgets adopted by the Board shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the common elements. To determine the amount of reserves appropriate for the Association, the Board shall take into consideration the following:

(a) The repair and replacement cost, and the estimated useful life, of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and Common Elements, and energy systems and equipment.

(b) The current and anticipated return on investment of Association funds.

(c) Any independent professional reserve study which the Association may obtain.

(d) The financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund reserves.

(e) The ability of the Association to obtain financing or refinancing.

Extraordinary expenditures not originally included in the annual estimates which may become necessary during the year, shall be charged first against such reserve.

7.3 Owners Obligated to Pay Maintenance Costs and Reserves. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on each 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, Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period. The monthly maintenance payment based in the new annual or adjusted estimate shall be due on the first day of the month following the month in which such new annual or adjusted estimate shall have been mailed or delivered to Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his or her Unit.

7.4 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 by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by 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.

In addition to the provisions contained herein, the managing company or the Board shall:

(a) Maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their First Mortgagees and their duly authorized agents or attorneys:

(1) the Association's Declaration, By-Laws and plats of survey, and all amendments of these;

(2) the rules and regulations of the Association, if any;

(3) the articles of incorporation of the Association and all amendments to the articles of incorporation;

(4) minutes of all meetings of the Association and its Board of Managers for the immediately preceding seven (7) years;

(5) all current policies of insurance of the association;

(6) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;

(7) a current listing of the names, addresses, and weighted vote of all Owners entitled to vote;

(8) ballots and proxies related to ballots for all matters voted on by the Unit Owners of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Managers; and

(9) the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

(b) Any Unit Owner shall have the right to inspect, examine, and make copies of the records described in subparagraphs (1), (2), (3), (4), and (5) of subsection (a) of this Section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, the Unit Owner must submit a written request to the Board, or its authorized agent, stating with particularity the records sought to be examined. Failure of the Board to make available all records so requested within thirty (30) days of receipt of the Unit Owner's written request shall be deemed a denial.

Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraphs (1), (2), (3), (4), and (5) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association.

(c) Except as otherwise provided in subsection (e) of this Section, any Unit Owner of the Association shall have the right to inspect, examine, and make copies of the records described in subparagraphs (6), (7), (8), and (9) of subsection (a) of this Section, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, the Unit Owner must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request. Subject to the provisions of subsection (e) of this Section, failure of the Board to make available all records so requested within thirty (30) business days of receipt of the Unit Owner's written request shall be deemed a denial; provided, however, that if the Association has adopted a secret ballot election process as provided in Section 18 of the Act shall not be deemed to have denied a Unit Owner's request for records described in subparagraph (8) of subsection (a) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting Unit Owner within thirty (30) days of receipt of the Unit Owner's written request. In an action to compel examination of records described in subparagraphs (6), (7), (8), and (9) of subsection (a) of this Section, the burden of proof is upon the Unit Owner to establish that the Unit Owner's request is based on a proper purpose. Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraphs (6), (7), (8), and (9) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association only if the court finds that the Board acted in bad faith in denying the Unit Owner's request.

(d) The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall be charged by the Association to the requesting Unit Owner. If a Unit Owner requests copies of records requested under this Section, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting Unit Owner.

(e) Notwithstanding the provisions of subsection (c) of this Section, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its Unit Owners:

(1) documents relating to appointment, employment, discipline, or dismissal of Association employees;

(2) documents relating to actions pending against or on behalf of the Association or its Board of Managers in a court or administrative tribunal;

(3) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Managers in a court or administrative tribunal;

(4) documents relating to common expenses or other charges owed by a Unit Owner other than the requesting Unit Owner; and

(5) documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a Unit Owner other than the requesting Unit Owner.

(f) Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

7.5 Funds Held for Purposes Herein. 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 Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all Unit Owners in the percentages set forth in Article III.

7.6 Rights of Board Against Owner in Default.

7.6.1 If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided, and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court.

7.6.2 To the extent permitted by any decision or any statute or law now or hereafter in effect, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of such Owner when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the "Condominium Property Act," as amended, provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association

shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit which become due and payable and subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or files suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the unit covered by his encumbrance.

ARTICLE VIII **COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

8.1 Use of Units. The Units, Limited Common Elements and Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence and for no other purpose.

(b) There shall be no obstruction of the Limited Common Elements and the Common Elements, and they shall be kept free and clear of rubbish, debris and other unsightly materials.

(c) There shall be nothing stored in the Common Elements except in those areas designated for storage.

(d) Nothing shall be done or kept in any Unit, Garage Space, Limited Common Elements or in the Common Elements, which will increase the rate of insurance on the buildings, or contents thereof, applicable for residential use without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit, Limited Common Elements or in the Common Elements which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law. No waste shall be permitted in the Limited Common Elements or in the Common Elements.

(e) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or in the Limited Common Elements or the Common Elements or placed on the outside walls of the buildings. No sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed or maintained upon the exterior walls, roof, balconies, patio areas or any part thereof, except in accordance with the regulations of the Board or without the prior consent of the Board.

Notwithstanding the foregoing, or any other provision in the Declaration, By-Laws, Rules and Regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the Limited Common Elements and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code,

regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the Limited Common Elements and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but may adopt reasonable rules and regulations regarding the location and size of flagpoles.

As used in this Section:

"American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

(f) No noxious or offensive activity shall be carried on in any Unit, Limited Common Elements 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.

(g) Nothing shall be done in any Unit or in, on or to the Limited Common Elements or the Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings except as is otherwise provided herein.

(h) No "For Sale" or "For Rent" signs or other window displays or advertising shall be maintained or permitted on any part of the Property or in any Unit therein, except at such location and in such form as shall be determined by the Board.

(i) Nothing shall be altered or constructed in or removed from the Limited Common Elements or the Common Elements, except upon the written consent of the Board.

(j) That part of the Common Elements identified in Exhibit A of the Original Declaration as "Garage Area" and accepted thereto, shall be used by Owners for parking purposes, according to such rules and regulations as the Board may determine, and according to the exclusive easements established in Article IV hereof.

(k) The Unit restrictions in Paragraph 8.1 (a) of this Article VIII shall not, however, be construed in such a manner as to prohibit an Owner from (1) maintaining his personal professional library therein; (2) keeping his personal, business or professional records of accounts therein, or (3) handling his personal, business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Paragraph 8.1 (a) of this Article VIII.

(l) No dogs, except "Seeing-eye" dogs, shall be kept in any Unit above the ground floor. No dogs, except "Seeing eye" dogs, shall be kept in any ground floor Unit if any such dog weighs more than thirty-five (35) pounds.

(m) Each Owner shall be obligated to keep his Unit in good order and repair.

(n) The provisions of the Act, this Declaration or other Condominium Instrument and rules and regulations that relate to the use of the individual Units or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed on or after the effective date of this Amended and Restated Declaration. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board 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 this Section of the Declaration or the 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 tenant of any covenants, rules, regulations or bylaws.

8.2 Sale or Lease of Units. Any Owner or mortgagee who takes title to any Unit as a result of foreclosure, may lease or sell any Unit owned by such Owner or mortgagee to any person as they may see fit in their individual sole discretion, without the approval of the Board, Association, any other Owner or the Voting Members.

ARTICLE IX **DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS**

9.1 Destruction by Fire, etc. 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 in payment thereof; provided, however, that in the event, within thirty (30) days after said damage or destruction, Unit Owners elect either to sell the property as hereinafter provided in Article X or to withdraw the property from the provisions of this Declaration, and from the provisions of the Act, as amended, as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

9.2 Destruction by Fire, etc. Not Totally Covered by Insurance. In the event the property, or the improvements thereon so damaged, is not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred eighty (180) days after said damage or destruction, then the provisions of the Act, as amended, in such event shall apply.

9.3 "Repair, etc." Defined. Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE X SALE OF THE PROPERTY

10.1 Approval of Sale of Property. Owners by affirmative vote of at least seventy-five percent (75%) of the total Ownership of all Units, at a meeting duly called for such purpose, may elect to sell, lease, exchange, mortgage, pledge or otherwise dispose of substantially all of the Property or the Property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit 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 Unit 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 disposition an amount equivalent to the value of his interest as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board shall each select a third appraiser within ten (10) days thereafter, and the fair market value, as determined by a majority of the three appraisers 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 XI REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

11.1 Violation of Restrictions. The violation of any restriction, condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board, the following rights:

(a) To enter upon any Unit, the Limited Common Elements or the Common Elements upon which, or as to which, such violation or breach exists and to 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 Board, or its agents, shall not thereby be deemed guilty in any manner of trespass or other wrongdoing; or

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

11.2 Notice to Owner in Violation. If any Owner, either by his own conduct or by the conduct of any other Occupant of his Unit, shall violate any of the covenants, restrictions or provisions of this Declaration or any 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 occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control of his Unit. Thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for (a) a decree of mandatory injunction against Owner or Occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of the defaulting Owner, which consent shall not be unreasonably withheld, or (b) in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owner by him on account of his violation, and ordering that all the right, title and interest of 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 at such judicial sale.

11.3 Proceeds of Judicial Sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter fees, reasonable attorneys' fees and all other expenses of the proceedings 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, may be paid to such Owner.

11.4 Confirmation of Sale. Upon confirmation of such sale, the purchaser thereat 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 so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

11.5 Board May Acquire Such Unit. The members of the Board or their duly authorized representatives, acting on behalf of the other Unit Owners, may bid to purchase at any sale of a Unit Ownership or interest, therein, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of not less than two thirds (2/3) of the votes of Unit Owners at a meeting duly called for that purpose, which said consent shall set forth a maximum price which the members of the board or their duly authorized representatives are authorized to bid and pay for said Unit or interest therein.

ARTICLE XII ASSOCIATION

12.1 Association. there has been incorporated a non-profit corporation under the laws of the State of Illinois called "THE DANA POINT CONDOMINIUM ASSOCIATION," which

corporation shall be the governing body for all Owners for the maintenance, repair, replacement, administration and operation of the property. The board of Directors of the Association shall be deemed to be the "Board of Managers" referred to herein and in the Act, as amended. Every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. The Association may issue certificates evidencing membership therein.

ARTICLE XIII **GENERAL PROVISIONS**

13.1 Resales of Units.

(a) In the event of any resale of a Unit by a Unit Owner, such Owner shall obtain from the Board of Managers and shall make available for inspection to the prospective purchaser, upon demand, the following:

(1) A copy of the Declaration, other Condominium Instruments and any rules and regulations.

(2) A statement of any liens, including a statement of the account of the Unit setting forth the amounts of unpaid assessments and other charges due and owing as authorized and limited by the provisions of Section 9 of the Act or the Condominium Instruments.

(3) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.

(4) A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Managers.

(5) A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.

(6) A statement of the status of any pending suits or judgments in which the Association is a party.

(7) A statement setting forth what insurance coverage is provided for all Unit Owners by the Association.

(8) A statement that any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by the prior Unit Owner are in good faith believed to be in compliance with the Condominium Instruments.

(9) The identity and mailing address of the principal officer of the Association or of the other officer or agent as is specifically designated to receive notices.

(b) The principal officer of the Association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

(c) Within fifteen (15) days of the recording of a mortgage or trust deed against a Unit ownership given by the Owner of that Unit to secure a debt, the Owner shall inform the Board of Managers of the identity of the lender together with a mailing address at which the lender can receive notices from the Association. If a Unit Owner fails or refuses to inform the Board as required under this section then that Unit Owner shall be liable to the Association for all costs, expenses and reasonable attorneys fees and such other damages, if any, incurred by the Association as a result of such failure or refusal.

A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or its Board of Managers to the Unit seller for providing such information.

13.2 Notices to Holders of Mortgages and Others.

(a) 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 Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

(b) Notices required to be given to said Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail addressed to such member or officer at his Unit.

13.3 Grantees Acceptance. Each grantee of a Unit, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, 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 the covenants running with the land, and shall bind any person having at any time any interest or estate in said Unit and the Common Elements, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited in full in each and every deed of conveyance.

13.4 Voting When Small Number of Units Possess Majority of Percentage of Common Elements. When thirty percent (30%) or fewer Units by number, possess over fifty percent (50%) in the aggregate of the votes of all the Owners, any percentage vote of Voting Members hereunder shall require the specific percentage by number of Units, rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

13.5 No Waiver of Covenants. 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.

13.6 Units Held by Trusts. In the event title to any Unit shall be held by, or should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holding trustee personally for payment of any claim, lien, or obligation hereby created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest or in the title to such real estate. The beneficiaries of all said land title holding trusts shall have all the rights, privileges and benefits established by or flowing from this Declaration.

13.7 Amendments to Declaration. The provisions of Article III and this Article XIII, Paragraph 13.7, 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, all of owners and all mortgagees having bona fide liens of record against any 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, Owners having at least seventy-five percent (75%) of the total Ownership of all Units and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail, return receipt requested, to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation and registration of such instrument in the offices of the Recorder of Deeds of Cook County, Illinois, provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act, as amended.

13.8 Severability Clause. The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

13.9 Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Declaration shall 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 twenty-one (21) years after the death of the survivor of the now living descendants of Barack Obama, the current president of the United States.

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

13.11 Headings. The headings contained herein are for convenience only and do not constitute an integral part of this Declaration.

EXHIBIT A
LEGAL DESCRIPTION

Building No. 1 Parcel 1

The West 350.00 feet of Lot "B" (except the North 300.00 feet and except the South 417.58 feet of the West 230.00 feet and except the South 386.83 feet of the East 120.00 feet of the West 350.00 feet thereof) in Kirchoff's Subdivision, being a Subdivision of the Northeast quarter of the Northeast quarter of Section 10, the East half of the Northwest quarter of the Northeast quarter of Section 10, the Northwest quarter of the Northwest quarter of Section 11, and the North 10 chains of the Southwest quarter of the Northwest quarter of Section 11, all in Township 41 North, Range 11, East of the Third Principal Meridian, and the South half of the Southwest quarter of Section 33, that part of the West half of the Northwest quarter, South of Railroad, of Section 33, the Northwest quarter of the Southwest quarter of Section 33, that part of the Northeast quarter of the Southwest quarter, South of Railroad of Section 33, and the West 14-1/2 acres of that part of the West half of the Southeast quarter, South of Railroad of Section 33, all in Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat of said Subdivision recorded May 22, 1917 in Book 152 of Plats, Page 15, in Cook County, Illinois.

Building No. 2 Parcel 2

Lot "C" (except the North 469.65 feet and except the South 386.83 feet and except the East 555.00 feet thereof) and Lot "B" (except the North 469.65 feet and except the South 386.83 feet and except the West 350.00 feet thereof) in Kirchoffs Subdivision, being a subdivision of the Northeast quarter of the Northeast quarter of Section 10, the East half of the Northwest quarter of the Northeast quarter of Section 10, the Northwest quarter of the Northwest quarter of Section 11, and the North 10 chains of the Southwest quarter of the Northwest quarter of Section 11, all in Township 41 North, Range 11, East of the Third Principal Meridian, and the South half of the Southwest quarter of Section 33, that part of the West half of the Northwest quarter, South of Railroad of Section 33, the Northwest quarter of the Southwest quarter of Section 33, that part of the Northeast quarter of the Southwest quarter, South of Railroad, of Section 33, and the West 141 acres of that part of the West half of the Southeast quarter, South of Railroad, of Section 33, all in Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat of said subdivision recorded May 22, 1917 in Book 152 of Plats, Page 15, in Cook County, Illinois.

Building No. 3 Parcel 3

The South 417.58 feet of the West 230.00 feet of Lot "B" and the South 386.83 feet of the East 360.00 feet of the West 590.00 feet of Lot "B" in Kirchoff's Subdivision, being a subdivision of the Northeast quarter of the Northeast quarter of Section 10, the East half of the Northwest quarter of the Northeast quarter of Section 10, the Northwest quarter of the Northwest quarter of Section 11 and the North 10 chains of the Southwest quarter of the Northwest quarter of Section 11, all in Township 41 North, Range 11, East of the Third Principal Meridian, and the South half of the Southwest quarter of Section 33 and that part of the West half of the Northwest quarter, South of Railroad, of Section 33, the Northwest quarter of the Southwest quarter of Section 33, that part of the Northeast quarter of the Southwest quarter, South of Railroad of Section 33, and the West 1412 acres of that part of the West half of the Southeast quarter, South of Railroad of Section 33, all in Township 42 North, Range 11, East of the Third Principal Meridian, according

to Plat of said Subdivision, recorded May 22, 1917 in Book 152 of Plats, Page 15, in Cook County, Illinois.

Buildings Nos.4 and 5 Parcel 4

The South 386.83 feet of the East 595.00 feet of Lot "C" and the East 555.00 feet of Lot "C" (except the North 469.65 feet and except the South 386.83 feet thereof) in Kirchoff's Subdivision, being a subdivision of the Northeast quarter of the Northeast quarter of Section 10, the East half of the Northwest quarter of the Northeast quarter of Section 10, the Northwest quarter of the Northwest quarter of Section 11 and the North 10 chains of the Southwest quarter of the Northwest quarter of Section 11, all in Township 41 North, Range 11, East of the Third Principal Meridian and the South half of the Southwest quarter of Section 33 and that part of the West half of the Northwest quarter, south of Railroad, of Section 33, the Northwest quarter of the Southwest quarter of Section 33, that part of the Northeast quarter of the Southwest quarter, South of Railroad, of Section 33, and the West 141 acres of that part of the West half of the Southeast quarter, South of Railroad, of Section 33, all in Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat of said Subdivision, recorded May 22, 1917 in Book 152 of Plats, Page 15, in Cook County, Illinois.

Recreational Area Parcel 5

The South 386.83 feet (except the East 595.00 feet) of Lot "C" and the South 386.83 feet (except the West 590.00 feet) of Lot "B" and (except that part of Lots "B" and "C" lying Southerly of a line drawn from the Southwest corner of said Lot "B" to a point on the East line of said Lot "C", 4.73 feet North of the Southeast corner of said Lot "C", lying East of the West 590.00 feet of said Lot "B" and lying West of the East 595.00 feet of said Lot "C") in Kirchoff's Subdivision, being a Subdivision of the Northeast Quarter of the Northeast Quarter of Section 10, the East half of the Northwest Quarter of the Northeast Quarter of Section 10, the Northwest Quarter of the Northwest Quarter of Section 11, and the North 10 chains of the Southwest Quarter of the Northwest Quarter of Section 11, all in Township 41 North, Range 11, East of the Third Principal Meridian and the South half of the Southwest Quarter of Section 33 and that part of the West half of the Northwest Quarter, South of Railroad, of Section 33, the Northwest Quarter of the Southwest Quarter of Section 33, that part of the Northeast Quarter of the Southwest Quarter, South of Railroad, of Section 33, and the West 1412 acres of that part of the West half of the Southeast Quarter, South of Railroad, of Section 33, all in Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat of said Subdivision, recorded May 22, 1917 in Book 152 of Plats, Page 15, in Cook County, Illinois.

All located in the Village of Arlington Heights, County of Cook, State of Illinois and more commonly known as follows:

BUILDING NO. 1 - 1405 EAST CENTRAL

Unit	PIN	%	Unit	PIN	%
101A	08-10-201-024-1001	.00198	316B	08-10-201-024-1045	.00227
102A	08-10-201-024-1002	.00198	317C	08-10-201-024-1046	.00206
103A	08-10-201-024-1003	.00143	318C	08-10-201-024-1047	.00206
104A	08-10-201-024-1004	.00152	319C	08-10-201-024-1048	.00284
105A	08-10-201-024-1005	.00143	320C	08-10-201-024-1049	.00284
106A	08-10-201-024-1006	.00152	321C	08-10-201-024-1050	.00301
107A	08-10-201-024-1007	.00206	322C	08-10-201-024-1051	.00301
108A	08-10-201-024-1008	.00215	401A	08-10-201-024-1052	.00208
109B	08-10-201-024-1009	.00198	402A	08-10-201-024-1053	.00208
110B	08-10-201-024-1010	.00198	403A	08-10-201-024-1054	.00151
111B	08-10-201-024-1011	.00143	404A	08-10-201-024-1055	.00160
112B	08-10-201-024-1012	.00152	405A	08-10-201-024-1056	.00151
113B	08-10-201-024-1013	.00143	406A	08-10-201-024-1057	.00160
114B	08-10-201-024-1014	.00152	407A	08-10-201-024-1058	.00227
116B	08-10-201-024-1015	.00215	408A	08-10-201-024-1059	.00236
117C	08-10-201-024-1016	.00202	209B	08-10-201-024-1060	.00200
118C	08-10-201-024-1017	.00202	210B	08-10-201-024-1061	.00200
119C	08-10-201-024-1018	.00280	211B	08-10-201-024-1062	.00145
120C	08-10-201-024-1019	.00280	212B	08-10-201-024-1063	.00154
121C	08-10-201-024-1020	.00288	213B	08-10-201-024-1064	.00145
122C	08-10-201-024-1021	.00288	214B	08-10-201-024-1065	.00154
201A	08-10-201-024-1022	.00200	215B	08-10-201-024-1066	.00215
202A	08-10-201-024-1023	.00200	216B	08-10-201-024-1067	.00223
203A	08-10-201-024-1024	.00145	217C	08-10-201-024-1068	.00204
204A	08-10-201-024-1025	.00154	218C	08-10-201-024-1069	.00204
205A	08-10-201-024-1026	.00145	219C	08-10-201-024-1070	.00282
206A	08-10-201-024-1027	.00154	220C	08-10-201-024-1071	.00282
207A	08-10-201-024-1028	.00215	221C	08-10-201-024-1072	.00297
208A	08-10-201-024-1029	.00223	222C	08-10-201-024-1073	.00297
301A	08-10-201-024-1030	.00202	409B	08-10-201-024-1074	.00208
302A	08-10-201-024-1031	.00202	410B	08-10-201-024-1075	.00208
303A	08-10-201-024-1032	.00147	411B	08-10-201-024-1076	.00151
304A	08-10-201-024-1033	.00156	412B	08-10-201-024-1077	.00160
305A	08-10-201-024-1034	.00147	413B	08-10-201-024-1078	.00151
306A	08-10-201-024-1035	.00156	414B	08-10-201-024-1079	.00160
307A	08-10-201-024-1036	.00219	415B	08-10-201-024-1080	.00227
308A	08-10-201-024-1037	.00227	416B	08-10-201-024-1081	.00236
309B	08-10-201-024-1038	.00202	417C	08-10-201-024-1082	.00212
310B	08-10-201-024-1039	.00202	418C	08-10-201-024-1083	.00212
311B	08-10-201-024-1040	.00147	419C	08-10-201-024-1084	.00290
312B	08-10-201-024-1041	.00156	420C	08-10-201-024-1085	.00290
313B	08-10-201-024-1042	.00147	421C	08-10-201-024-1086	.00309
314B	08-10-201-024-1043	.00156	422C	08-10-201-024-1087	.00309
315B	08-10-201-024-1044	.00219			

BUILDING NO. 2 - 1505 EAST CENTRAL & 1515 EAST CENTRAL					
Unit	PIN	%	Unit	PIN	%
101A	08-10-201-024-1088	.00198	218C	08-10-201-024-1164	.00204
102A	08-10-201-024-1089	.00198	219C	08-10-201-024-1165	.00282
103A	08-10-201-024-1090	.00143	220C	08-10-201-024-1166	.00282
104A	08-10-201-024-1091	.00152	221C	08-10-201-024-1167	.00281
105A	08-10-201-024-1092	.00143	222C	08-10-201-024-1168	.00281
106A	08-10-201-024-1093	.00152	251A	08-10-201-024-1169	.00200
107A	08-10-201-024-1094	.00202	252A	08-10-201-024-1170	.00200
108A	08-10-201-024-1095	.00215	253A	08-10-201-024-1171	.00145
109B	08-10-201-024-1096	.00198	254A	08-10-201-024-1172	.00154
110B	08-10-201-024-1097	.00198	255A	08-10-201-024-1173	.00145
111B	08-10-201-024-1098	.00143	256A	08-10-201-024-1174	.00154
112B	08-10-201-024-1099	.00152	257A	08-10-201-024-1175	.00215
113B	08-10-201-024-1100	.00143	258A	08-10-201-024-1176	.00223
114B	08-10-201-024-1101	.00152	351A	08-10-201-024-1177	.00202
115B	08-10-201-024-1102	.00206	352A	08-10-201-024-1178	.00202
116B	08-10-201-024-1103	.00215	353A	08-10-201-024-1179	.00147
118C	08-10-201-024-1104	.00202	354A	08-10-201-024-1180	.00156
119C	08-10-201-024-1105	.00280	355A	08-10-201-024-1181	.00147
120C	08-10-201-024-1106	.00280	356A	08-10-201-024-1182	.00156
121C	08-10-201-024-1107	.00280	357A	08-10-201-024-1183	.00219
122C	08-10-201-024-1108	.00280	358A	08-10-201-024-1184	.00227
301A	08-10-201-024-1109	.00202	359B	08-10-201-024-1185	.00202
302A	08-10-201-024-1110	.00202	360B	08-10-201-024-1186	.00202
303A	08-10-201-024-1111	.00147	361B	08-10-201-024-1187	.00147
304A	08-10-201-024-1112	.00156	362B	08-10-201-024-1188	.00156
305A	08-10-201-024-1113	.00147	363B	08-10-201-024-1189	.00147
306A	08-10-201-024-1114	.00156	364B	08-10-201-024-1190	.00156
307A	08-10-201-024-1115	.00219	365B	08-10-201-024-1191	.00219
308A	08-10-201-024-1116	.00227	366B	08-10-201-024-1192	.00227
309B	08-10-201-024-1117	.00202	401A	08-10-201-024-1193	.00208
310B	08-10-201-024-1118	.00202	402A	08-10-201-024-1194	.00208
311B	08-10-201-024-1119	.00147	403A	08-10-201-024-1195	.00151
312B	08-10-201-024-1120	.00156	404A	08-10-201-024-1196	.00160
313B	08-10-201-024-1121	.00147	405A	08-10-201-024-1197	.00151
314B	08-10-201-024-1122	.00156	406A	08-10-201-024-1198	.00160
315B	08-10-201-024-1123	.00219	407A	08-10-201-024-1199	.00227
316B	08-10-201-024-1124	.00227	408A	08-10-201-024-1200	.00236
317C	08-10-201-024-1125	.00206	409B	08-10-201-024-1201	.00208
318C	08-10-201-024-1126	.00206	410B	08-10-201-024-1202	.00208
319C	08-10-201-024-1127	.00284	411B	08-10-201-024-1203	.00151
320C	08-10-201-024-1128	.00284	412B	08-10-201-024-1204	.00160
321C	08-10-201-024-1129	.00284	413B	08-10-201-024-1205	.00151
322C	08-10-201-024-1130	.00284	414B	08-10-201-024-1206	.00160
151A	08-10-201-024-1131	.00198	415B	08-10-201-024-1207	.00227
152A	08-10-201-024-1132	.00198	416B	08-10-201-024-1208	.00236
153A	08-10-201-024-1133	.00143	417C	08-10-201-024-1209	.00212
154A	08-10-201-024-1134	.00152	418C	08-10-201-024-1210	.00212

155A	08-10-201-024-1135	.00143	419C	08-10-201-024-1211	.00290
156A	08-10-201-024-1136	.00152	420C	08-10-201-024-1212	.00290
157A	08-10-201-024-1137	.00206	421C	08-10-201-024-1213	.00290
168A	08-10-201-024-1138	.00215	422C	08-10-201-024-1214	.00290
159B	08-10-201-024-1139	.00198	451A	08-10-201-024-1215	.00208
160B	08-10-201-024-1140	.00198	452A	08-10-201-024-1216	.00208
161B	08-10-201-024-1141	.00143	453A	08-10-201-024-1217	.00151
162B	08-10-201-024-1142	.00152	454A	08-10-201-024-1218	.00160
163B	08-10-201-024-1143	.00143	455A	08-10-201-024-1219	.00151
164B	08-10-201-024-1144	.00152	456A	08-10-201-024-1220	.00160
165B	08-10-201-024-1145	.00206	457A	08-10-201-024-1221	.00227
166B	08-10-201-024-1146	.00215	458A	08-10-201-024-1222	.00236
201A	08-10-201-024-1147	.00200	259B	08-10-201-024-1223	.00200
202A	08-10-201-024-1148	.00200	260B	08-10-201-024-1224	.00200
203A	08-10-201-024-1149	.00145	261B	08-10-201-024-1225	.00145
204A	08-10-201-024-1150	.00154	262B	08-10-201-024-1226	.00154
205A	08-10-201-024-1151	.00145	263B	08-10-201-024-1227	.00145
206A	08-10-201-024-1152	.00154	264B	08-10-201-024-1228	.00154
207A	08-10-201-024-1153	.00215	265B	08-10-201-024-1229	.00215
208A	08-10-201-024-1154	.00223	266B	08-10-201-024-1230	.00223
209B	08-10-201-024-1155	.00200	459B	08-10-201-024-1231	.00208
210B	08-10-201-024-1156	.00200	460B	08-10-201-024-1232	.00208
211B	08-10-201-024-1157	.00145	461B	08-10-201-024-1233	.00151
212B	08-10-201-024-1158	.00154	462B	08-10-201-024-1234	.00160
213B	08-10-201-024-1159	.00145	463B	08-10-201-024-1235	.00151
214B	08-10-201-024-1160	.00154	464B	08-10-201-024-1236	.00160
215B	08-10-201-024-1161	.00215	465B	08-10-201-024-1237	.00227
216B	08-10-201-024-1162	.00223	466B	08-10-201-024-1238	.00236
217C	08-10-201-024-1163	.00204			

BUILDING NO. 3 - 1415 EAST CENTRAL

Unit	PIN	%	Unit	PIN	%
101A	08-10-201-024-1239	.00198	316B	08-10-201-024-1283	.00227
102A	08-10-201-024-1240	.00198	317C	08-10-201-024-1284	.00206
103A	08-10-201-024-1241	.00143	318C	08-10-201-024-1285	.00206
104A	08-10-201-024-1242	.00152	319C	08-10-201-024-1286	.00284
105A	08-10-201-024-1243	.00143	320C	08-10-201-024-1287	.00284
106A	08-10-201-024-1244	.00152	321C	08-10-201-024-1288	.00301
108A	08-10-201-024-1245	.00215	322C	08-10-201-024-1289	.00301
109B	08-10-201-024-1246	.00198	401A	08-10-201-024-1290	.00208
110B	08-10-201-024-1247	.00198	402A	08-10-201-024-1291	.00208
111B	08-10-201-024-1248	.00143	403A	08-10-201-024-1292	.00151
112B	08-10-201-024-1249	.00152	404A	08-10-201-024-1293	.00160
113B	08-10-201-024-1250	.00143	405A	08-10-201-024-1294	.00151
114B	08-10-201-024-1251	.00152	406A	08-10-201-024-1295	.00160
115B	08-10-201-024-1252	.00206	407A	08-10-201-024-1296	.00227
116B	08-10-201-024-1253	.00215	408A	08-10-201-024-1297	.00236
117C	08-10-201-024-1254	.00202	209B	08-10-201-024-1298	.00200
118C	08-10-201-024-1255	.00202	210B	08-10-201-024-1299	.00200

119C	08-10-201-024-1256	.00280	211B	08-10-201-024-1300	.00145
120C	08-10-201-024-1257	.00280	212B	08-10-201-024-1301	.00154
121C	08-10-201-024-1258	.00288	213B	08-10-201-024-1302	.00145
122C	08-10-201-024-1259	.00288	214B	08-10-201-024-1303	.00154
201A	08-10-201-024-1260	.00200	215B	08-10-201-024-1304	.00215
202A	08-10-201-024-1261	.00200	216B	08-10-201-024-1305	.00223
203A	08-10-201-024-1262	.00145	217C	08-10-201-024-1306	.00204
204A	08-10-201-024-1263	.00154	218C	08-10-201-024-1307	.00204
205A	08-10-201-024-1264	.00145	219C	08-10-201-024-1308	.00282
206A	08-10-201-024-1265	.00154	220C	08-10-201-024-1309	.00282
207A	08-10-201-024-1266	.00215	221C	08-10-201-024-1310	.00297
208A	08-10-201-024-1267	.00223	222C	08-10-201-024-1311	.00297
301A	08-10-201-024-1268	.00202	409B	08-10-201-024-1312	.00208
302A	08-10-201-024-1269	.00202	410B	08-10-201-024-1313	.00208
303A	08-10-201-024-1270	.00147	411B	08-10-201-024-1314	.00151
304A	08-10-201-024-1271	.00156	412B	08-10-201-024-1315	.00160
305A	08-10-201-024-1272	.00147	413B	08-10-201-024-1316	.00151
306A	08-10-201-024-1273	.00156	414B	08-10-201-024-1317	.00160
307A	08-10-201-024-1274	.00219	415B	08-10-201-024-1318	.00227
308A	08-10-201-024-1275	.00227	416B	08-10-201-024-1319	.00236
309B	08-10-201-024-1276	.00202	417C	08-10-201-024-1320	.00212
310B	08-10-201-024-1277	.00202	418C	08-10-201-024-1321	.00212
311B	08-10-201-024-1278	.00147	419C	08-10-201-024-1322	.00290
312B	08-10-201-024-1279	.00156	420C	08-10-201-024-1323	.00290
313B	08-10-201-024-1280	.00147	421C	08-10-201-024-1324	.00309
314B	08-10-201-024-1281	.00156	422C	08-10-201-024-1325	.00309
315B	08-10-201-024-1282	.00219			

BUILDING NO. 4 - 1605 EAST CENTRAL					
Unit	PIN	%	Unit	PIN	%
101A	08-10-201-024-1326	.00198	202A	08-10-201-024-1370	.00200
102A	08-10-201-024-1327	.00198	203A	08-10-201-024-1371	.00145
103A	08-10-201-024-1328	.00143	204A	08-10-201-024-1372	.00154
104A	08-10-201-024-1329	.00152	205A	08-10-201-024-1373	.00145
105A	08-10-201-024-1330	.00143	206A	08-10-201-024-1374	.00154
106A	08-10-201-024-1331	.00152	207A	08-10-201-024-1375	.00215
108A	08-10-201-024-1332	.00215	208A	08-10-201-024-1376	.00223
109B	08-10-201-024-1333	.00198	209B	08-10-201-024-1377	.00200
110B	08-10-201-024-1334	.00198	210B	08-10-201-024-1378	.00200
111B	08-10-201-024-1335	.00143	211B	08-10-201-024-1379	.00145
112B	08-10-201-024-1336	.00152	212B	08-10-201-024-1380	.00154
113B	08-10-201-024-1337	.00143	213B	08-10-201-024-1381	.00145
114B	08-10-201-024-1338	.00152	214B	08-10-201-024-1382	.00154
115B	08-10-201-024-1339	.00206	215B	08-10-201-024-1383	.00215
116B	08-10-201-024-1340	.00215	216B	08-10-201-024-1384	.00223
117C	08-10-201-024-1341	.00202	217C	08-10-201-024-1385	.00204
118C	08-10-201-024-1342	.00202	218C	08-10-201-024-1386	.00204
119C	08-10-201-024-1343	.00280	219C	08-10-201-024-1387	.00282
120C	08-10-201-024-1344	.00280	220C	08-10-201-024-1388	.00282

121C	08-10-201-024-1345	.00288	221C	08-10-201-024-1389	.00297
122C	08-10-201-024-1346	.00288	222C	08-10-201-024-1390	.00297
301A	08-10-201-024-1347	.00202	401A	08-10-201-024-1391	.00208
302A	08-10-201-024-1348	.00202	402A	08-10-201-024-1392	.00208
303A	08-10-201-024-1349	.00147	403A	08-10-201-024-1393	.00151
304A	08-10-201-024-1350	.00156	404A	08-10-201-024-1394	.00160
305A	08-10-201-024-1351	.00147	405A	08-10-201-024-1395	.00151
306A	08-10-201-024-1352	.00156	406A	08-10-201-024-1396	.00160
307A	08-10-201-024-1353	.00219	407A	08-10-201-024-1397	.00227
308A	08-10-201-024-1354	.00227	408A	08-10-201-024-1398	.00236
309B	08-10-201-024-1355	.00202	409B	08-10-201-024-1399	.00208
310B	08-10-201-024-1356	.00202	410B	08-10-201-024-1400	.00208
311B	08-10-201-024-1357	.00147	411B	08-10-201-024-1401	.00151
312B	08-10-201-024-1358	.00156	412B	08-10-201-024-1402	.00160
313B	08-10-201-024-1359	.00147	413B	08-10-201-024-1403	.00151
314B	08-10-201-024-1360	.00156	414B	08-10-201-024-1404	.00160
315B	08-10-201-024-1361	.00219	415B	08-10-201-024-1405	.00227
316B	08-10-201-024-1362	.00227	416B	08-10-201-024-1406	.00236
317C	08-10-201-024-1363	.00206	417C	08-10-201-024-1407	.00212
318C	08-10-201-024-1364	.00206	418C	08-10-201-024-1408	.00212
319C	08-10-201-024-1365	.00284	419C	08-10-201-024-1409	.00290
320C	08-10-201-024-1366	.00284	420C	08-10-201-024-1410	.00290
321C	08-10-201-024-1367	.00301	421C	08-10-201-024-1411	.00309
322C	08-10-201-024-1368	.00301	422C	08-10-201-024-1412	.00309
201A	08-10-201-024-1369	.00200			

BUILDING NO. 5 - 1615 EAST CENTRAL					
Unit	PIN	%	Unit	PIN	%
101A	08-10-201-024-1413	.00198	208A	08-10-201-024-1457	.00223
102A	08-10-201-024-1414	.00198	209B	08-10-201-024-1458	.00200
103A	08-10-201-024-1415	.00143	210B	08-10-201-024-1459	.00200
104A	08-10-201-024-1416	.00152	211B	08-10-201-024-1460	.00145
105A	08-10-201-024-1417	.00143	212B	08-10-201-024-1461	.00154
106A	08-10-201-024-1418	.00152	213B	08-10-201-024-1462	.00145
108A	08-10-201-024-1419	.00215	214B	08-10-201-024-1463	.00154
109B	08-10-201-024-1420	.00198	215B	08-10-201-024-1464	.00215
110B	08-10-201-024-1421	.00198	216B	08-10-201-024-1465	.00223
111B	08-10-201-024-1422	.00143	217C	08-10-201-024-1466	.00204
112B	08-10-201-024-1423	.00152	218C	08-10-201-024-1467	.00204
113B	08-10-201-024-1424	.00143	219C	08-10-201-024-1468	.00282
114B	08-10-201-024-1425	.00152	220C	08-10-201-024-1469	.00282
115B	08-10-201-024-1426	.00206	221C	08-10-201-024-1470	.00297
116B	08-10-201-024-1427	.00215	222C	08-10-201-024-1471	.00297
301A	08-10-201-024-1428	.00202	317C	08-10-201-024-1472	.00206
302A	08-10-201-024-1429	.00202	318C	08-10-201-024-1473	.00206
303A	08-10-201-024-1430	.00147	319C	08-10-201-024-1474	.00284
304A	08-10-201-024-1431	.00156	320C	08-10-201-024-1475	.00284
305A	08-10-201-024-1432	.00147	321C	08-10-201-024-1476	.00301
306A	08-10-201-024-1433	.00156	322C	08-10-201-024-1477	.00301

307A	08-10-201-024-1434	.00219		401A	08-10-201-024-1478	.00208
308A	08-10-201-024-1435	.00227		402A ^b	08-10-201-024-1479	.00208
309B	08-10-201-024-1436	.00202		403A	08-10-201-024-1480	.00151
310B	08-10-201-024-1437	.00202		404A	08-10-201-024-1481	.00160
311B	08-10-201-024-1438	.00147		405A	08-10-201-024-1482	.00151
312B	08-10-201-024-1439	.00156		406A	08-10-201-024-1483	.00160
313B	08-10-201-024-1440	.00147		407A	08-10-201-024-1484	.00227
314B	08-10-201-024-1441	.00156		408A	08-10-201-024-1485	.00236
315B	08-10-201-024-1442	.00219		409B	08-10-201-024-1486	.00208
316B	08-10-201-024-1443	.00227		410B	08-10-201-024-1487	.00208
117C	08-10-201-024-1444	.00202		411B	08-10-201-024-1488	.00151
118C	08-10-201-024-1445	.00202		412B	08-10-201-024-1489	.00160
119C	08-10-201-024-1446	.00280		413B	08-10-201-024-1490	.00151
120C	08-10-201-024-1447	.00280		414B	08-10-201-024-1491	.00160
121C	08-10-201-024-1448	.00288		415B	08-10-201-024-1492	.00227
122C	08-10-201-024-1449	.00288		416B	08-10-201-024-1493	.00236
201A	08-10-201-024-1450	.00200		417C	08-10-201-024-1494	.00212
202A	08-10-201-024-1451	.00200		418C	08-10-201-024-1495	.00212
203A	08-10-201-024-1452	.00145		419C	08-10-201-024-1496	.00290
204A	08-10-201-024-1453	.00154		420C	08-10-201-024-1497	.00290
205A	08-10-201-024-1454	.00145		421C	08-10-201-024-1498	.00309
206A	08-10-201-024-1455	.00154		422C	08-10-201-024-1499	.00309
207A	08-10-201-024-1456	.00215				