

ONE ONE ONE MORGAN CONDOMINIUMS

DECLARATION

**OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND
BY-LAWS**

FOR

PREMISES AT

111 - 123 S. MORGAN STREET

CHICAGO, ILLINOIS

**PURSUANT TO THE CONDOMINIUM PROPERTY ACT OF THE
STATE OF ILLINOIS**

**THIS INSTRUMENT WAS PREPARED BY
LAURA S. ADDELSON
LAURA S. ADDELSON & ASSOC., P.C.
500 DAVIS CENTER, SUITE 701,
EVANSTON, ILLINOIS 60201**

EXHIBIT A

**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS**

FOR

"ONE ONE ONE MORGAN CONDOMINIUMS"

INDEX TO DECLARATION

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
I.	DEFINITIONS	2
II.	UNITS	4
III.	COMMON ELEMENTS	5
IV.	GENERAL PROVISIONS AS TO UNITS & COMMON ELEMENTS	8
V.	COMMON EXPENSES, MORTGAGES, AND REAL ESTATE TAXES	10
VI.	ADMINISTRATION	10
VII.	ASSESSMENTS - MAINTENANCE FUND	20
VIII.	COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY	23
IX.	FAILURE OF UNIT OWNER TO PAY MORTGAGE	26
X.	DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING	26
XI.	SALE OF PROPERTY	27
XII.	REMEDIES	28
XIII.	GENERAL PROVISIONS	29

EXHIBIT A - PLAT OF SURVEY

EXHIBIT B - SCHEDULE OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS**

FOR

ONE ONE ONE MORGAN CONDOMINIUMS

THIS DECLARATION made and entered into by LASALLE BANK NATIONAL ASSOCIATION, as Trustee under Trust Agreement dated October 15, 1997 and known as Trust Number 121311 (hereinafter called "Declarant");;

WITNESSETH THAT:

WHEREAS, Declarant is the legal title holder of the following described real estate:

LOTS 9, 10, 11, 12, 13, 14 AND THE SOUTH ½ OF LOT 15 IN BLOCK 7 (EXCEPT THE EAST 7 FEET OF AFORESAID LOTS TAKEN FOR ALLEY AS PER COUNCIL ORDER FEBRUARY 14, 1850) IN DUNCAN'S ADDITION TO CHICAGO, IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 117-123 S. Morgan Street, Chicago, Illinois 60607

PIN Numbers: 17-17-212-002-0000 17-17-212-003-0000 17-17-212-004-0000
17-17-212-005-0000 17-17-212-006-0000 17-17-212-015-0000

WHEREAS, the above described real estate is now improved with a nine (9) story apartment building containing one hundred sixty six (166) residential apartment units and one (1) commercial office/retail unit, and two hundred (200) indoor garage parking spaces, which building is commonly known as 111 S. Morgan Street, Chicago, Illinois; and

WHEREAS, it is the desire and intention of Declarant to enable the above described real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter called the "Property"), to be owned by Declarant and by each successor in interest of Declarant under that certain type or method of ownership commonly known as "CONDOMINIUM", and to submit the Property to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter called the "Act"); and

WHEREAS, Declarant, acting under direction of the parties authorized to direct Declarant, has elected to establish, for the benefit of the Declarant and for the mutual benefit of all future unit owners or occupants of the Property, or any part thereof, which shall be known as "One One One Morgan Condominiums", certain

easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, Declarant has further elected by this Declaration to declare that the several unit owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership of the Property and to facilitate the proper administration thereof and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, DECLARANT, as the legal title holder of the above described real estate, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I DEFINITIONS

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

- Act: The "Condominium Property Act" as amended from time to time, of the State of Illinois.
- Building: The building(s) located on the parcel containing all the Units, as more specifically described in Article II hereof.
- Common Elements: All portions of the Property except the Units, including Limited Common Elements, unless otherwise specified.
- Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board of Managers of the Unit Owners Association.
- Condominium Instruments: All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws, and Plat.
- Declaration: Instrument by which the Property is submitted to the provisions of the Condominium Property Act of the State of Illinois, and such Declaration as from time to time amended.
- Developer: WINTHROP PROPERTIES, L.L.C., an Illinois limited liability company

Limited Common Elements: A portion of the Common Elements, so designated in the Declaration as being reserved for the use of certain Unit or Units to the exclusion of other Units, or otherwise reserved to the Board of Managers.

Majority of Unit Owners: The owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.

Occupant: Person or Persons, other than an Owner, in possession of one or more Units.

Parcel: The entire tract of real estate land described in the Declaration, submitted to the provisions of the Act.

Parking Area: The area provided for the parking of automobiles as shown or referred to on the Plat.

Parking Unit Owner: The person or persons whose estate or interest, individually or collectively, aggregate fee simple ownership of a Parking Unit.

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

Plat: A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of this Act, which may consist of a three-dimensional horizontal and vertical delineation of all such units.

Property: All the land, property and space comprising the Parcel, all improvements and structures erected, constructed, or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners.

Purchaser: Any person or persons other than the Developer who purchase a Unit in a bona fide transaction for value.

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

- Unit:** A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for residential, or any type of independent use permitted by this Declaration, or a parking space located in the Parking Area, all as identified in the Plat.
- Unit Owner:** The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership, including garage units. The word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit Ownership.
- Unit Ownership:** A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.
- Unit Owners Association or Association:** The Association of all the Unit Owners, acting pursuant to By-Laws through its duly elected Board of Managers.

ARTICLE II **UNITS**

1. **Description and Ownership.** All Units in the Building located on the Parcel are delineated on the survey attached hereto as Exhibit "A" and made a part of this Declaration. It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit "A". The legal description of each such Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit "B", attached hereto and made a part hereof. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibits "A" and "B", and every such description shall be deemed good and sufficient for all purposes. Except as provided by this Act, no Unit Owner shall by deed, plat or otherwise, subdivide or in any other manner cause a Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "A".

2. **Certain Structures not Constituting Part of a Unit.** No structural components of the Building, and no pipes, wires, conduits, public utility lines, flues and shafts situated within a Unit and forming part of any system serving one or more Units, nor the Common Elements, shall be deemed part of said Unit.

3. **Plat.** The Plat sets forth the measurements, elevations, locations and other data as required by the Act, of the Parcel and the Building, and of each Unit. Whenever in this Declaration the terms "survey", "surveys", "Plat" or "Exhibit A" appears, it shall be presumed that such reference is to the Plat of Survey attached hereto as Exhibit A.

4. Parking Areas; Parking Units: The Parking Areas are located on the Basement level and First and Second Floors of the Condominium, and are identified and set forth on the Plat. The Parking Areas shall consist of two hundred (200) parking spaces which shall be designated as Parking Units and considered as separate Units herein. The legal description of each Parking Unit shall consist of the identifying symbol of such Parking Unit as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. The Developer will assign and cause to be conveyed by Deed certain Parking Units along with the Deed of Conveyance for each Residential Unit whose Owner has elected to purchase a Parking Unit, and if so, the percentage of ownership in the Common Elements appurtenant to each such Unit may include an allocation of Common Elements attributable thereto for such Parking Unit and Residential Unit. Prior to the conveyance by the Declarant of a particular Parking Unit to a Unit Owner, the Developer shall have the authority, without joinder or consent of any other party, to make any allocation, sale, assignment or lease of such Parking Unit to any Unit Owner. All Parking Units shall be subject to such reasonable rules and regulations as may be established by the Board, as hereinafter provided. A Parking Unit may be used by the Unit Owner's guest, licensees or assignees provided such use is at all times in accordance with the rules and regulations of the Board. The Board shall maintain the Parking Areas and the Parking Units from the common expense assessments. Parking Units may be sold, transferred, assigned, leased and subleased or otherwise conveyed only to the Owner of a Residential Unit.

ARTICLE III COMMON ELEMENTS

1. Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, landscaping, entrances and exits, roofs, structural parts of the Building, pipes, chimneys, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such components parts of walls, floors and ceilings as are not located within the Units.

2. Ownership of Common Elements. A. The use of the Common Elements and the right of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Documents, and the rules and regulations of the Board.

B. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incidental to the use and occupancy of each Unit for housing and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with each Unit. The extent or amount of such ownership shall be expressed by a percentage amount, and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners or as otherwise provided by the Condominium Property Act. Developer has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "B" attached

hereto. Any conveyance, encumbrance, judicial sale or other transfer, whether voluntary or involuntary, of an interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also so transferred. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only that Unit as well as those Limited Common Elements where access thereto is available only through that Unit. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit Owner.

3. No Partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this agreement 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.

4. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements as hereinafter defined and portions of the Building occupied pursuant to leases made by or assigned to the Board of Managers or where the use thereof is otherwise restricted or regulated by the Board of Managers), in common with all other Unit Owners, as may be required for the purpose 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, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving such Unit alone. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration and By-Laws herein and the rules and regulations of the Association.

5. Maintenance and Repair of Common Elements and of Units.

(a) Maintenance, repair and operation of Unit by Owner. Each Unit Owner shall furnish and be responsible for, at his or her own expense:

1. All of the maintenance, repairs and replacements within his or her own Unit, and of the doors appurtenant thereto; all internal installations of such Unit such as cabinets, refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures, plumbing, HVAC fixtures, equipment, or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Article II; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Units, shall be furnished by the Board as part of the Common Expenses.

2. All of the decorating within his or her own Unit (initially and thereafter

from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtain, lamps and other furnishings and interior decorating. Each Owner shall be entitled to the exclusive use of such portion of the perimeter walls, floors and ceiling as lie within the boundaries of his Unit as shown on Exhibit "A", and such Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board or Association as may be imposed from time to time. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Owner.

3. Each Unit Owner shall be responsible for and at his or her own expense for all charges for service of electricity and gas to his or her Unit.

(b) Maintenance, repair, management and operation of Common Elements, common areas, and Limited Common Elements, shall be the responsibility of the Association and except as provided in subparagraph 6 below, expenses for such maintenance, repair, management and operation shall be assessed to the Unit Owners in accordance with their respective percentage of unit ownership as set forth in Exhibit "B" herein.

6. Limited Common Elements. A. Except as otherwise provided in this Declaration, the Limited Common Elements shall consist of all portions of the Common Elements set aside for the restricted use of particular Units. Without limiting the generality of the foregoing, the Limited Common Elements shall include the following:

- i Storage Lockers as identified and designated on the Plat;
- ii Balconies or decks, direct access to which is provided from a Unit, and which is located outside of and adjoining such Unit;
- iii Perimeter doors and windows which serve exclusively a single Unit;
- iv Any system or component part thereof (including, without limitation, air conditioner compressors, fittings, housings, ducts, flues, shafts, electrical wiring, conduits, and areas or rooms containing them) which serve a Unit exclusively to the extent that such system or component part is located outside the boundaries of the Unit it serves.

B. (1) The Storage Lockers on the premises are identified as S1 through and including S178 on the Plat, and are located on the Basement level and second floor of the Building. Each of the particular 178 Storage Lockers so identified is expressly declared as a Limited Common Element serving the particular Unit as designated and assigned by the Developer in the Deed of conveyance for each Unit. The legal description of each Storage Locker shall consist of the identifying symbol of each such Storage Locker as shown on the Plat and such description shall be deemed good and sufficient for all purposes. The Owner of each Unit served by a Limited Common

Element Storage Locker as set forth in said Deed of conveyance for such Unit shall have as a right and benefit appurtenant to his or her ownership of such Unit, that certain Storage Locker assigned to his or her Unit in the Deed of conveyance for such Unit, for his or her perpetual and exclusive use for storage purposes. Every deed, lease, mortgage, or other instrument affecting such Unit shall include the perpetual and exclusive use of the specific Storage Locker appurtenant thereto. Any such deed, lease, mortgage or other reference to the Storage Locker appurtenant thereto shall be deemed and taken to include said Storage Locker and the perpetual and exclusive use thereof even though not expressly mentioned or described therein.

(2) The Developer will cause to be assigned by Deed certain Limited Common Element Storage Lockers to certain Units along with the Deed of conveyance for each Unit and the percentage of ownership in the Common Elements appurtenant to each such Unit includes an allocation of Common Elements attributable thereto on account of such assignment. Prior to the conveyance by the Declarant of the particular Storage Lockers involved, the Developer shall have the authority, without joinder or consent of any other party, to make any allocation and assignment of the Limited Common Element Storage Lockers to be assigned to such Units.

(3) Storage Lockers are Limited Common Elements, the exclusive use of which may be transferred between Unit Owners at their own expense in accordance with Section 26 of the Illinois Condominium Property Act and this Declaration. Each such transfer shall be made by an Amendment to the Declaration executed by the Unit Owners who are parties to the transfer and approval by the Board. The Board shall also have the right to prescribe the form of the Amendment to be recorded. No transfer shall become effective until the Amendment has been recorded. The Board shall maintain the Storage Lockers from the common expense assessments.

C. Each Unit shall have at least one deck or balcony appurtenant to such Unit as designated in the Plat. These decks or balconies shall be Limited Common Elements appurtenant to such Unit as designated in the Plat. All decks and balconies are subject to those reasonable rules and regulations as may be adopted from time to time by the Board. The Board shall maintain the decks or balconies from the common expense assessments.

D. Limited Common Elements are not transferable, except as between Unit Owners.

ARTICLE IV GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to the Condominium Property Act. This Property is hereby submitted to the provisions of the Condominium Property Act.

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

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

3. Easements.

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

(b) Utility Easements. The City of Chicago, Ameritech, Commonwealth Edison Company, Peoples Gas, _____ Cable Services, and all other public utilities serving the Property, are hereby granted the right to lay, construct, renew, alter, remove, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements and Limited Common Elements for the purpose of providing utility services to the Property. The Board of Managers (hereinafter called the "Board") may hereafter grant additional utility easements for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Owner hereby grants to the Board an irrevocable power of attorney to execute, acknowledge, register and record for and in the name of all the Owners, such instrument as may be necessary to effectuate the foregoing.

(c) Easements To Run With The Land. All easements and rights described herein 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 and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article, or described in any part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and Declarants of such Unit Ownerships as fully and completely as though such easements and rights were

recited fully and set forth in their entirety in such documents.

ARTICLE V COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

1. Common Expenses. Each Unit Owner shall pay his or her proportionate share of the common expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon. Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements unless otherwise specified herein. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail to or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

2. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his or respective Unit(s) together with his or her respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance of other lien on or affecting the property or any part thereof, except only to the extent of his Unit and his respective ownership interest in the Common Elements.

3. Separate Real Estate Taxes. Real estate taxes are to be separately taxed to each Unit Owner for his unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership in the Common Elements.

ARTICLE VI ADMINISTRATION

1. Administration of the Property. The direction and administration of the Property shall be vested in a Board of Managers (or Directors) consisting of nine (9) individuals, except as provided in Section 6 below, who shall be elected in the manner hereinafter set forth; provided, however, that irrespective of anything else contained in this Declaration, for a period commencing on the date of the recording of the Declaration and ending upon the qualification of the directors elected at the initial meeting of the Voting Members to elect the first Unit Owner's Board, the Declarant or Developer shall have the right to designate and select the persons who shall serve as members of the Board or to exercise the powers of the Board as provided in the Act, except as otherwise provided in Section 6. Except for directors so designated by the Declarant or Developer, each member of the Board shall be an Owner; provided,

however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural individual, then any officer, director or other designated agent of such corporation, partner or other designated agent of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

2. Association. Developer, upon the sale of one or more Units, and prior to the election of the first Board, and the Board at any time thereafter, shall cause to be incorporated a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, to be called "One One One Morgan Condominium Association" or a name similar thereto, which corporation (herein called the "Association") shall be the governing body for all the 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 Condominium Property Act. Upon the formation of the Association, every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition of such Owner's Unit Ownership, at which time the new Owner shall automatically become a member therein. The Association shall have one class of Membership.

3. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated to act as proxy for such Owner(s) 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 notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner(s). 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. A voting member may vote by proxy, executed in writing by the voting member or his duly authorized attorney-in-fact. The proxy must bear the date of execution, and shall be invalid 11 months after the date of its execution unless otherwise provided in the proxy. Any proxy distributed by the Board for Board elections shall give the Unit Owners the opportunity to designate any person as the proxy holder, and the give the Unit Owners an opportunity to express a preference for any of the known candidates for the Board or to write in a name. The total number of votes of all voting members shall be 100, and each voting member shall be entitled to the number of votes equal to the percentage of ownership in the Common Elements applicable to such voting member's Unit Ownership as set forth in Exhibit "B". The Declarant shall be the voting member with respect to any Unit Ownership owned by Declarant.

(A) In the event of a resale of a Unit from a Unit Owner to a purchaser pursuant to an installment contract for purchase, the purchaser 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 at any meeting of the Unit Owners called for purposes of electing members of the Board. The purchaser shall have the right to vote for the

election of members of the Board and to be elected to and serve on the Board unless the seller/Unit Owner expressly retains in writing any or all of such rights. In no event shall the seller/Unit Owner and the purchaser both be counted towards 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 subsection, "installment contract" shall have the same meaning as set forth in Section 1(e) of "an Act relating to installment contracts to sell dwelling structures, approved August 11, 1967, as amended [765 ILCS 75/1]

(B) Matters subject to the affirmative vote of not less than 2/3 of the votes of Unit Owners at a meeting duly called for that purpose, shall include, but not be limited to: (1) merger or consolidation of the Association; (2) the purchase or sale of land or of Units on behalf of all Unit Owners; and (3) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the property and assets of the Association.

(C) When 30% or fewer of the Units by number, possess over 50% in the aggregate of the votes in the Association, any percentage vote of members specified herein or in the condominium instruments shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

(D) The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself. Provided, however, that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot, and provided further that a candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

4. Meetings. (a) Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having 50% or more of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having 50% or more of the total votes present.

(b) Annual Meeting. The initial meeting of the voting members shall be held upon not less than twenty-one (21) and not more than thirty (30) days' written notice given by the Declarant or Developer. Such initial meeting which shall elect the "First Unit Owner's Board" shall be held no later than the first to happen of (i) 60 days after the date the Declarant has sold and delivered its deed for at least seventy-five percent (75%) of the Units, or (ii) three (3) years from the recording of the Declaration. The formation of the Association by Developer shall not require Developer to call the initial meeting of the voting members any earlier than provided in the preceding sentence. Thereafter, there shall be an annual meeting of the voting members on the

first Wednesday of June following such initial meeting, and on the first Wednesday of June of each succeeding year thereafter at 7:30 or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days and not more than thirty (30) days prior to the date fixed for said meeting. One of the purposes of the annual meeting shall be to elect members of the Board of Managers.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose. Special meetings shall be called by written notice by the Board or by the President, or by the voting members having twenty per cent (20%) or more of the total votes and delivered not less than ten (10) days, nor more than thirty (30) days, prior to the date fixed for the Meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board of Managers at least ten (10) days prior to the special meeting, which shall then submit the matter to the Voting Members.

5. Notices of Meetings. Notice of meetings required to be given herein shall be given pursuant to the provisions of Paragraph 3 of ARTICLE XIII hereof.

6. Board of Managers (Board of Directors).

(a) The initial Board of Directors designated by the Declarant or Developer pursuant to Section 1 above shall consist of three (3) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date of recording of this Declaration and ending upon the qualification of the directors elected as the First Unit Owner's Board as provided in Section 4(b) above, at which time nine (9) directors shall be elected. At the initial meeting of the Voting Members, the Voting Members shall elect a Board, all of whom shall be Unit Owners and the majority of whom shall be residents in the condominium. 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. In all elections for members of the Board each Voting Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting of the Voting Members shall serve until the first annual meeting. At the first annual meeting nine (9) Board members shall be elected, each for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of one (1) year. No member of the Board or officer shall be elected for a term of more than one (1) year, but officers and board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Voting Members having two-thirds (2/3) or more of the total votes. Vacancies on the Board shall be filled by 2/3 vote of the remaining members of the Board until the next annual meeting of the Voting Members or for a period terminating no later than 30 days following the filing of a petition signed by the Unit

Owners holding 20% of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. If such petition is presented to the Board, the Board shall call the meeting of the Unit Owners for the purposes of filling the vacancy no later than 30 days following the filing of the petition. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called and held accordance with such regulations as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

(b) Officers. The Board shall elect the following officers: A President who shall be a member of the Board and preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail, receive notices, and execute amendments to condominium instruments, and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account; and such additional officers as the Board shall see fit to elect. If a vacancy occurs in any of the offices it shall be filled by the Board at its next regular meeting or a special meeting called for that purpose.

(c) Removal. Any Board Member may be removed from office by affirmative vote of the voting members having two-thirds (2/3) or more of the total votes, at any annual meeting or at any special meeting called for that purpose. A successor to fill the unexpired term of the Board Member so removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

(d) Meetings of the Board. The Board shall meet at least four (4) times annually, and at such other times as the Board deems necessary. Special meetings of the Board may be called by any Board member. Meetings of the Board shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee; (iii) to discuss violations of rules and regulations of the Association of a Unit Owner's unpaid share of common expenses. Provided, however, that any vote on any matter, including matters (i) through (iii) above 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 but the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of any such meeting shall be personally served or mailed on or to each Board member 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. Notice shall also be posted in a conspicuous place on the Property, designated by the Board, at least 48 hours prior to the meeting of the Board.

7. General Powers of the Board. The Board for the benefit of all the Owners

shall acquire and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Heat, water, waste removal, professional management fees, janitor service, gas, electricity and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units;

(b) Operation, care, upkeep, maintenance, replacements and improvement of the Common Elements;

(c) Preparation, adoption and distribution of the annual budget for the Property;

(d) Levy of assessments;

(e) Collection of assessments from Unit Owners;

(f) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;

(g) A policy or policies of insurance insuring the Common Elements and the Units against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement cost of the Common Elements and the Units written in the name of, and the proceeds thereof shall be payable to, the members of the Board, as Trustee for each of the Owners in the percentages established in Exhibit "B". Prior to obtaining any such policy of insurance, or any renewal thereof, the Board, at its option, may obtain an appraisal from a qualified appraiser for the purpose of determining the full insurable replacement cost of the Common Elements and the Units for the amount of insurance to be effected pursuant hereto. The cost of any such appraisal shall be a common expense. Each Owner shall be required to report all additions, alterations or improvements to his Unit promptly in writing to the Board, without prior request from the Board or the managing agent, and may be required to reimburse the Board for any additional insurance premiums attributable thereto; provided, however, that the Board shall not be responsible for obtaining insurance on such additions, alterations or improvements and the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. Any such policy of insurance (1) shall contain a standard mortgage clause endorsement in favor of each mortgagee of a Unit as its interest may appear, (2) shall provide that the insurance, as to the interest of the Board shall not be invalidated by any act or neglect of any Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Owners elect to sell the Property or remove the Property from the provisions of the Condominium Property Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days' prior notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be

subrogated to any claim against the Association, its officers, members of the Board, the Declarant, the managing agent, if any, their respective employees and agents, and Owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement". Notwithstanding the issuance of a standard mortgage clause endorsement, any losses under any such policy of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the Act with respect to the application of insurance proceeds to reconstruction of the Building. The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by and such loss shall exceed \$100,000.00, the Board upon written demand of any mortgagee of a Unit shall engage the services of an Insurance Trustee and fees of such Insurance Trustee shall be a common expense;

Payment by an insurance company to the Board or to such corporate Trustee or agent of the proceeds of any policy, and the receipt of release from the Board or such corporate Trustee or agent of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust or agency agreement under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate Trustee;

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

The Board of Managers shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this Article;

Each Unit Owner shall be responsible for procuring and maintaining insurance on the fixtures, installations, additions, alterations, improvements, decorations, and contents of his or her own Unit at his or her own expense;

(h) Comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees and the Owners, including Declarant, from any liability in connection with the Property, or the streets, sidewalks

and public spaces adjoining the Property. Such insurance coverage shall also cover cross liability claims of one insured against another. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above named insured person;

(i) Workmen's Compensation and Other Insurance. The Board of Managers shall acquire, as a common expense, workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including but not limited to insurance for the Association, its officers and manager against liability from good faith actions allegedly beyond the scope of their authority;

(j) Upon authorization by the affirmative vote of the voting members having at least two-thirds (2/3) or more of the total votes, at a meeting duly called for such purpose, the Board, acting on behalf of all Owners, shall have the power to seek relief from or in connection with the assessment or levy 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 other lawful taxing or assessing body, which are authorized by law to be assessed against and levied upon the Unit Ownership, and in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and non-adverse to each other. The cost of all such services shall be common expense;

(k) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;

(l) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property. The Board, without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations. If within thirty (30) days from the date of written notice to the Owners and Occupants of the adoption of any such rule and regulation the voting members having one-third (1/3) or more of the total votes shall file with the Board a written objection thereto then such rule and regulation shall be deemed rescinded until approved by the voting members having two-thirds (2/3) or more of the total votes.

(m) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(n) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the windows appurtenant to the Units and the interior surfaces of the Units and of the doors appurtenant thereto, which Owners shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the

Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements;

(o) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure to pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium apartment building or for the enforcement of these restrictions'

(p) 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 a particular Owner. 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 such lien shall be specially assessed to such Owners. As to any such lien placed upon any Unit or upon the Common Elements the Owner(s) who created the basis for such lien shall be held responsible for such lien, regardless of whether such lien be false, fraudulent, or bona fide;

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

(r) The Board or its agents upon reasonable notice 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 an Owner as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund;

(s) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements, subject to all provisions of this Declaration) requiring an expenditure in excess of \$25,000.00, without in each case the prior approval of the voting members having two-thirds (2/3) or more of the total votes;

(t) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the

Board;

(u) The Board may engage the services of a manager or managing agent, to the extent deemed advisable by the Board;

(v) The Board 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 [765 ILCS 740/1 et seq.]

(w) The Board 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 25% or more interest, unless notice of intent to enter into the contract is given to unit owners within 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 20% of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within 20 days after such notice and such election shall be held within 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;

(x) Until the election of the First Unit Owner's Board of Managers, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Managers by the Act, the City of Chicago Condominium Ordinance, and in the Declaration and By-Laws shall be held and performed by the Developer. Within sixty (60) days following the election of the First Unit Owner's Board of Managers, the Developer shall deliver to the Board of Managers:

(1) All original documents pertaining to the Property and its administration such as the Declaration, By-Laws, Articles of Incorporation, Condominium instruments, minutes and code of regulations;

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

(3) Association funds, which shall have been at all times segregated from any other monies of the Developer;

(4) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the Property;

(5) Any contract, lease, or other agreement made prior to the election of a majority of the Board of Managers other than the Developer by or on behalf of Unit Owners.

(y) 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.

8. Liability of the Board of Managers. Neither the members of the Board nor the officers shall be liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and Officers, except for any acts or omissions found by a Court to constitute willful misconduct in the performance of duty. The Owners (and, to the extent permitted by law, the Association) shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers on behalf of the Owners or the Association, or arising out of their status as Board members or officers unless any such contract or act shall have been fraudulent or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other in which any member of the Board or officers may be involved by virtue of such person being or having been such member or officer; provided, however, that such indemnity by the Association shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of his duties as such member or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in any manner determined by the Board (who may be counsel regularly retained by the Association) there is no reasonable ground for such person or office being adjudged liable for willful misconduct in the performance of his duties as such member. The Board shall have authority to purchase and maintain insurance on behalf of the officers and members of the Board against any liability or settlement based on asserted liability, incurred by them by reason of being or having served in such capacity, whether or not the Association would have the power to indemnify them against such liability or settlement under the provisions of this Paragraph 8. It is also intended that the liability of any Owner arising out of any contract made by the Board, the officers, or the Declarant, or out of the aforesaid Owners' indemnity, shall be limited to such proportion of the total liability thereunder as such Owner percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every contract made by the Board, the officers, the Declarant, or the managing agent on behalf of the Owners shall provide that they are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as such Owner's percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

ARTICLE VII ASSESSMENTS - MAINTENANCE FUND

1. Estimated Annual Budget and Assessments. Each year on or before November 1st, the Board shall estimate the total amount necessary to pay the cost of all common expenses, including capital expenditures and repairs, which will be required during the ensuing calendar year for the rendering of all services, together

with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. 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; the annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements, if any. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. 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 or any increase or establishment of an assessment. Provided, however, that except in the case of a regular or special assessment for expenditures relating to emergencies or mandated by law, if an adopted budget or any special assessment adopted by the Board will result in the sum of all regular and special assessments payable in the current fiscal year exceeding 115% of the sum of all regular and special assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners holding 20% of the votes of the Association delivered to the Board within 14 days of Board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget or special assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or special assessment, the budget or special assessment shall be ratified.

On or before January 1 of the ensuing year, and the first of each and every month of said year, said Unit Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as it may direct one-twelfth (1/12) of the assessment against his Unit Ownership made pursuant to this Section. On or before March 1st of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves.

2. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or non-recurring common expense, and common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

3. Initial Estimate of Annual Budget. When the first Board elected hereunder takes office, it shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) days after such election and ending December 31st of the calendar year in which such election occurs. Assessments shall be levied against the Owners during such period as provided in Paragraph 1 of this Article.

4. Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an 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. In the absence of any annual estimate or adjusted estimate, each Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

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

6. Use of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "B"; provided, however, that sums deposited by any Owner as a capital contribution to the Association or denominated as such by the Board, and reserves established pursuant to this Article, shall be deemed contributions to the capital of the Association and shall be held and administered as such unless and until the Board shall otherwise determine.

7. Assessments. 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 therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, 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 the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association or other lender 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 Ownership which become

due and payable subsequent to the date the encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay the proportionate share of the common expense or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such default such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) the right, by giving such defaulting Owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Owner's interest in the Property, to maintain for the benefit of all the other Owners an action for possession in the manner prescribed in "an Act in regard to Forcible Entry and Detainer", approved February 16, 1874, as amended, and to execute leases of such defaulting Owner's interest in the Property and apply the rents derived therefrom against such expenses. The Board and/or the Association shall have no authority to forbear the payment of assessments by any Unit Owner.

Upon ten (10) days notice to the Board or the Property Manager, as the case may be, 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.

8. Insurance. Any increase of insurance premiums assessed by reason of increased coverage on certain Units shall be assessed to such Unit, at option of the Board.

9. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of a Unit.

ARTICLE VIII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be owned, occupied and used subject to the following covenants and restrictions:

1. General Use. Each Unit or any two or more adjoining such Units used together shall be used for housing and related common purposes for which the Property was designed. That part of the Common Elements separating any two or more such adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

2. Obstruction of Common Elements and Unit Maintenance. There shall be

no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose) without the prior consent of the Board except as hereinafter expressly provided. Owners shall be obligated to maintain and keep in good order and repair their respective Units.

3. Prohibitive Use. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or contents thereof, applicable for residential use, without the prior written consent of the Board. Owners shall not permit anything to be done or kept in their respective Units or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, or to install electric stoves or heaters, or any other major appliances requiring supplemental wiring without the prior consent of the Board.

4. Unit Owners Insurance. Owners shall be individually responsible for insuring their personal property in their respective Units, their personal property stored elsewhere on the Property and their personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinabove provided.

5. Exterior Attachments. Owner shall not cause or permit anything to be placed on the outside walls, doors and windows of the Building, and no sign, awning, canopy, shutter, air-conditioning unit, radio or television antenna shall be affixed to or placed in, through or upon the exterior walls, doors, windows or roof or any part thereof, without the prior consent of the Board.

6. Window Treatments. The use and covering of the interior surfaces of the windows and/or doors appurtenant to the Units in the Building, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board.

7. Pets. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs cats, birds, fish or other usual household pets may be kept in Residential Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose; provided, however, that tenants of a Unit Owner may not keep pets of any kind in such Unit. Any such pet kept in violation of this Declaration and/or the rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.

8. Nuisance. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done thereon, either wilfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

9. Structure. Nothing shall be done in any Unit, or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein.

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

11. Personal Effects. There shall be no storage or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, or items of any sort, on any part of the Common Elements. Baby carriages, bicycles and other personal property may be stored in the individual storage locker or in any common storage area specifically designated for that purpose.

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

13. Commercial Activities. With the exception of the Commercial Unit, no industry, business, trade occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit. However, this exception along with the exception found in Paragraph 1 of this Article shall not be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal, business, or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use. No food service business, food preparation business, business involving the sale or distribution of food products or liquor (including beer and wine), currency exchange, "payday loan" store, or video arcade may be conducted in the Commercial Unit.

14. Exceptions. Notwithstanding any provision hereof to the contrary, at all times and from time to time prior to the sale of the last Unit on the Property, the Declarant, their agents, successors and assigns hereby reserve the right: (a) to lease or sell such Units as the Declarant shall determine; (b) to erect and maintain on the property all advertising signs, banners, lighting and other sales devices for the purpose of aiding the sale or leasing of Units on the Property (c) to maintain sales and business offices on the Property to facilitate the sale or leasing of Units therein; and (d) to utilize the Common Elements for ingress and egress in connection with the sale and leasing of Units on the Property.

The provisions of this Declaration and By-Laws, the other condominium instruments, the Act, and rules and regulations adopted by the Board that relate to the use of the individual Units or Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed after the date of this Declaration. Any Unit Owner leasing his Unit shall deliver a copy of the signed lease to the Board, or if the lease is oral, a memorandum of the lease, not later

than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

ARTICLE IX
FAILURE OF UNIT OWNER TO PAY MORTGAGE

1. In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against the Owner's Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VII hereof.

ARTICLE X
DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair, 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 the damage or destruction, the Owners elect either to sell the Property as hereinafter provided in Article XI hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Element as set forth in Exhibit "B", after first paying out of the share of each Owner the amount of any unpaid liens on that Owner's Unit, in the order of priority of such liens.

2. Insufficient Insurance. (a) If the insurance proceeds are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:

(i) The Property shall be deemed to be owned in common by the Unit Owners;

(ii) The undivided interest in the Property owned in common which shall pertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Elements;

(iii) Any liens affecting any of the Units shall be deemed to be transferred

in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided herein; and

(iv) The Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of the undivided interest owned by each Owner in the Property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units of any Building are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners (of said damage Building) voting at a meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any. Otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting the Board of Managers, or its representative, shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount necessary to be assessed against each Unit Owner.

(c) Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

3. 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 damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE XI SALE OF THE PROPERTY

1. The Owners by affirmative vote of the voting members having three-fourths (3/4) or more of the total votes, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale is approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Paragraph 1 of Article XIII hereof. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale; provided, however, that any Owner who did not vote in favor of such action and who files written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale is approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of such Owner's interest, as determined by a fair appraisal, less the amount of any unpaid assessments

or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, and the two so selected shall select a third appraiser. The fair market value shall be determined by a majority of the three appraisers so selected. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be equally divided between such Unit Owner and the Board, and the Board's share shall be a common expense.

ARTICLE XII REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction, or condition, or regulation adopted by the Board, or the breach of any restriction, covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding paragraph: (a) to enter upon the part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, its successors or assigns, the Board and its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages liquidated or otherwise, together with interest thereon at the rate of 8% per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of such defaulting Owner's respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of the additions and improvements thereto and upon all of such defaulting Owner's personal property in the Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

2. Involuntary Sale. If any Owner (either by each Owner's own conduct or by the conduct of any other Occupant of such Owner's Unit) shall violate any of the restrictions, covenants or provisions of this Declaration or the rules and regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) days notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control the defaulting Owner's Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by such Owner on account of the breach of covenant, and ordering that the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and

terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring such Owner's interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in such decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XIII GENERAL PROVISIONS

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

2. Release of Claims. Each Owner hereby waives and releases any and all claims which such Owner may have against any other Owner, Occupant, the Association, its officers, members of the Board, the Declarant, the Developer, the managing agent, 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.

3. Notice to Board, Association and Unit Owners. Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to the Board or Association, as established from time to time, or any Owner, as the case may be, at the address of the Building (indicating thereon the number of the respective Unit if addressed to an Owner), or at such other address as herein provided. The Association or Board may designate a different address for notices by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices by giving written notice of such change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to an Owner, when deposited in the Owner's mailbox or at the door of the Owner's Unit.

4. Notice if Owner Deceased. Notices required to be given any devisee, heir or personal representative of a deceased Owner may be delivered either personally or by mail to such party at the address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

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

6. Assignability. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under this Declaration, the Act, the condominium instruments or the rules and regulations of the Association. Any such attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

7. Waiver. 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.

8. Amendments. (a) Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration:

(i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;

(ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgage covering Units;

(iii) to bring this Declaration into compliance with the Condominium Property Act; or

(iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the

acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Paragraph shall terminate one (1) year from such time as the Declarant no longer holds or controls title to a Unit.

(v) To provide for the construction of additional Units within the existing structure at any time before control of the Association is turned over to the Unit Owners.

(vi) To accommodate structural changes made necessary as a result of discoveries made during construction.

(b) Except as hereinabove provided, and as otherwise provided in the Act, this Declaration and By-Laws, the provisions of the condominium instruments may only be amended, modified or rescinded by an instrument in writing setting forth such amendment, modification, or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4) of the total votes and containing an affidavit by an officer of the Board certifying that a copy of the amendment, modification or rescission has been mailed by certified mail 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.

(c) The provisions of this Paragraph 8 of Article XIII hereof may be amended, modified or rescinded only by an instrument in writing setting forth such amendment, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against any Unit Ownership.

(d) Amendment, modification or rescission of this Declaration shall be effective upon the recording of such instrument in the Office of the Recorder of Deeds, Cook County, Illinois; provided, however, that no provision in this Declaration may be amended, modified or rescinded so as to conflict with the provisions of the Act and ordinances.

9. Captions. The captions in this Declaration are for convenience only and shall not in any way be deemed to modify the content of this Declaration.

10. Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision 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 remainder of this Declaration.

11. Perpetuities and Restraints. If any of the options, privileges, covenants or right created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules

imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of George Ryan, Governor of the State of Illinois.

12. Other Liens, Attachment and Satisfaction. (a) Subsequent to the recording of the Declaration, no liens of any nature shall be created or arise against any portion of the Property except against an individual unit or units. No labor performed or materials furnished with the consent or at the request of a particular Unit Owner shall be the basis for the filing of a mechanic's lien claim against any other Unit. If the performance of the labor or furnishing of the materials is expressly authorized by the Board of Managers, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his Unit's proportionate share of any due and payable indebtedness as set forth in this Section.

(b) Each mortgage and other lien, including mechanics' liens, securing a debt incurred in the development of the land submitted to the provisions of this Act for the sale of Units, shall be subject to the provisions of this Act, subsequent to the conveyance of a Unit to the purchaser.

(c) In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against the Units or against the property the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien, except that such proportional payment and release shall not prevent the encumbrancer from proceeding to enforce his rights against any unit or interest with respect to which such lien has not been so paid or released.

(d) The owner of such Unit shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board of Managers or the Association other than for mechanics' liens and hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board of Managers or the Association, if any, shall be limited to his proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his Unit, or caused by his own conduct. Before conveying a Unit, Developer shall record or furnish purchaser releases of all liens affecting that Unit and its Common Element interest which the purchaser does not expressly agree to take subject to or assume, or the Developer shall provide a surety bond or substitute collateral for or insurance against such liens. After conveyance of such Unit, no mechanics' liens shall be created against such Unit or its Common Element interest by reason of any subsequent contract by the Developer to improve or make additions to the Property.

(e) If, as a result of work expressly authorized by the Board of Managers, a mechanic's lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his Unit's proportionate share of any due and payable indebtedness.

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

IN WITNESS WHEREOF, LSALLE BANK NATIONAL ASSOCIATION, Trustee under Trust Agreement dated October 15, 1997 known as Trust Number 121311, as Trustee aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its Vice President and attested by its _____, this __ day of _____, 200__.

LASALLE BANK NATIONAL ASSOCIATION as
Trustee aforesaid and not individually,

BY: _____
Its Vice President

Attest:

Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, Vice President of LASALLE BANK NATIONAL ASSOCIATION, and _____ thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Bank, for the uses and purposes therein set forth, and _____ did also then and there acknowledge that _____ as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as _____ own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this __ day of _____, A.D., 200__.

Notary Public

My commission expires:

MORTGAGEE'S CONSENT TO CONDOMINIUM DECLARATION

_____ an Illinois banking association, holder of that certain Note in the amount of \$_____ executed by LASALLE BANK NATIONAL ASSOCIATION, as Trustee Under Trust Agreement dated October 15, 1997 known as Trust Number 121311, which Note is secured by a mortgage dated _____ and recorded _____ 200_ as Document No. _____, does hereby consent to the recordation of the Declaration of Condominium to which this Mortgagee's Consent is attached .

_____ BANK

BY: _____
(Title)

ATTEST: _____
Secretary

STATE OF _____)
COUNTY OF _____) SS

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, Vice President of _____ an Illinois banking association, and _____, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said corporation, for the uses and purposes therein set forth, and the Secretary did also then and there acknowledge that he/she, as custodian of the corporate seal of said corporation did affix the corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this __ day of _____, A.D., 200__.

Notary Public

**EXHIBIT A
PLAT OF SURVEY**



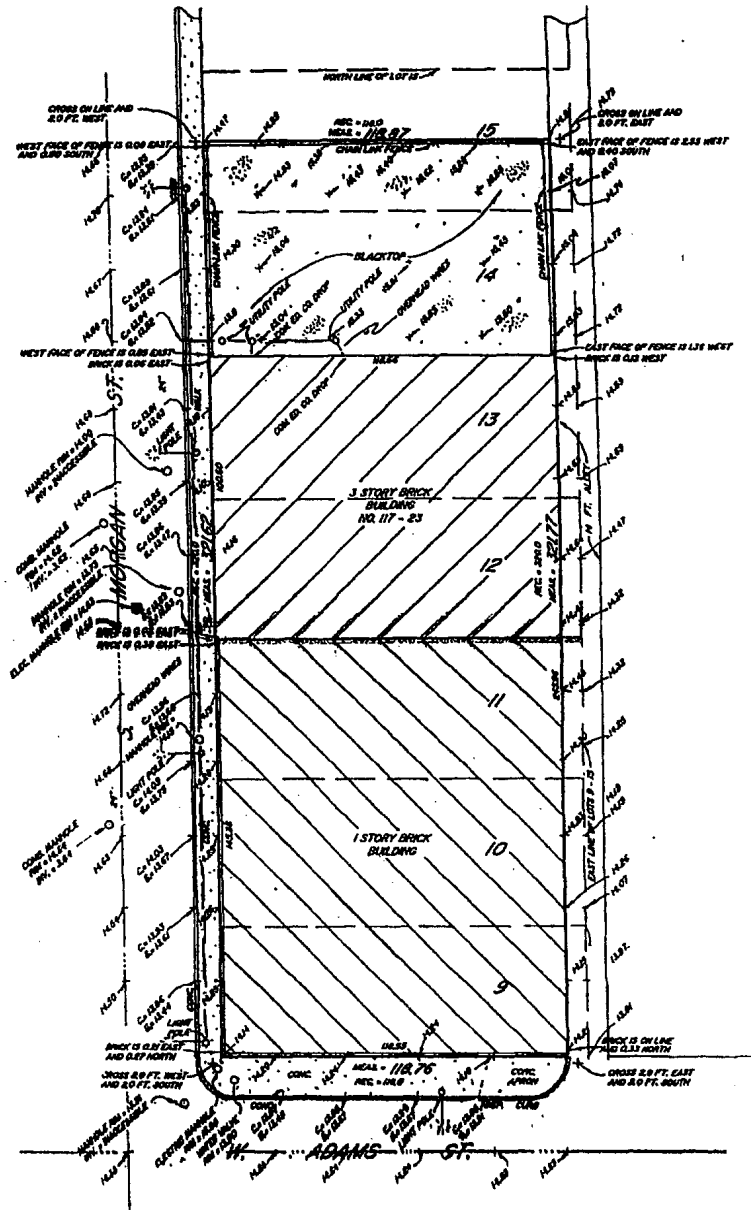
Jens K. Doe
SURVEY SERVICE, INC.
Registered Land Surveyors

ORDER NO.
118-97

PLAT OF SURVEY

of

LOTS 9, 10, 11, 12, 13, 14 AND THE SOUTH 1/2 OF LOT 15 IN BLOCK 7 (EXCEPT THE EAST 7 FEET OF AFORESAID LOTS TAKEN FOR ALLEY AS PER COUNCIL ORDER FEBRUARY 14, 1850) IN DUNCAN'S ADDITION TO CHICAGO IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



NOTE:

ELEVATIONS SHOWN HEREON ARE IN RELATION TO CITY OF CHICAGO STANDARD MARK NO. 1: LOCATED AT THE NORTHWEST CORNER OF LA SALLE AND MONROE. MARK CUT ON TOP OF BOTTOM STONE OF GRANITE BASE AT THE SOUTHEAST CORNER OF THE NORTHERN TRUST COMPANY BANK BUILDING, 3.22 FEET ABOVE SIDEWALK.

ELEVATION: 17.647 CHICAGO CITY DATUM

NOTE

Dimensions are not to be assumed or scaled.
The legal description noted on this plat is a copy of the same and for accuracy MUST be compared with Deed. For building restrictions refer to your Abstract, Deed or Covenants.

State of Illinois
County of Cook

JENS K. DOE SURVEY SERVICE, INC. does hereby certify that a survey has been made under its direction by a Professional Land Surveyor of the property described hereon and that the plat hereon drawn is a correct representation of said survey.

Chicago, Illinois Dated this 1st day of July



EXHIBIT B
TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR
ONE ONE ONE MORGAN CONDOMINIUMS

<u>Unit #</u>	<u>Percentage Interest</u>	<u>Unit #</u>	<u>Percentage Interest</u>
301	0.4248%	423	0.5599%
302	0.5447%	424	0.4422%
303	0.3616%	425	0.6253%
304	0.5338%	501	0.4422%
305	0.5555%	502	0.5555%
306	0.3616%	503	0.3747%
307	0.5555%	504	0.5447%
308	0.5773%	505	0.5664%
309	0.3616%	506	0.3747%
310	0.5011%	507	0.5664%
311	0.5338%	508	0.5991%
312	0.3616%	509	0.3747%
313	0.4662%	510	0.5229%
314	0.6427%	511	0.5447%
315	0.6536%	512	0.3747%
316	0.5120%	513	0.4749%
317	0.4357%	514	0.6689%
318	0.3964%	515	0.6471%
319	0.4193%	516	0.5120%
320	0.3856%	517	0.4531%
321	0.4302%	518	0.4139%
322	0.3964%	519	0.4411%
323	0.5599%	520	0.4030%
324	0.4422%	521	0.4411%
325	0.6253%	522	0.4030%
401	0.4335%	523	0.5730%
402	0.5447%	524	0.4847%
403	0.3681%	525	0.6384%
404	0.5338%	601	0.4509%
405	0.5555%	602	0.5664%
406	0.3681%	603	0.3812%
407	0.5555%	604	0.5555%
408	0.5882%	605	0.5773%
409	0.3681%	606	0.3812%
410	0.5120%	607	0.5773%
411	0.5338%	608	0.6100%
412	0.3681%	609	0.3812%
413	0.4662%	610	0.5338%
414	0.6558%	611	0.5555%
415	0.6340%	612	0.3812%
416	0.5011%	613	0.4836%
417	0.4444%	614	0.6820%
418	0.4052%	615	0.6602%
419	0.4302%	616	0.5229%
420	0.3943%	617	0.4618%
421	0.4302%	618	0.4357%
422	0.3943%	619	0.4640%

EXHIBIT B
TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR
ONE ONE ONE MORGAN CONDOMINIUMS

<u>Unit #</u>	<u>Percentage Interest</u>	<u>Unit #</u>	<u>Percentage Interest</u>
620	0.4204%	817	0.4793%
621	0.4531%	818	0.4575%
622	0.4204%	819	0.4902%
623	0.5991%	820	0.4422%
624	0.4749%	821	0.4902%
625	0.6645%	822	0.4422%
701	0.4597%	823	0.6318%
702	0.5773%	824	0.5011%
703	0.3877%	825	0.6972%
704	0.5664%	901	0.7301%
705	0.5882%	902	0.7083%
706	0.3877%	903	0.7083%
707	0.5882%	904	0.6320%
708	0.6209%	905	0.5994%
709	0.3877%	906	1.5235%
710	0.5447%	907	0.7083%
711	0.5664%	908	0.8173%
712	0.3877%	909	0.9263%
713	0.4923%	910	0.7410%
714	0.6950%	911	0.7628%
715	0.6732%	912	0.8696%
716	0.5338%	913	0.8696%
717	0.4705%	914	0.8696%
718	0.4488%	915	0.7410%
719	0.4793%	916	0.8696%
720	0.4335%	C 1	0.4359%
721	0.4793%	P 101	0.0545%
722	0.4335%	P 102	0.0545%
723	0.6188%	P 103	0.0545%
724	0.4902%	P 104	0.0545%
725	0.6841%	P 105	0.0545%
801	0.4684%	P 106	0.0545%
802	0.5882%	P 107	0.0545%
803	0.3943%	P 108	0.0545%
804	0.5773%	P 109	0.0545%
805	0.5991%	P 110	0.0545%
806	0.3943%	P 111	0.0545%
807	0.5991%	P 112	0.0545%
808	0.6318%	P 113	0.0545%
809	0.3943%	P 114	0.0545%
810	0.5555%	P 115	0.0545%
811	0.5773%	P 116	0.0817%
812	0.3943%	P 117	0.0545%
813	0.5011%	P 118	0.0545%
814	0.7081%	P 119	0.0545%
815	0.6863%	P 120	0.0545%
816	0.5447%	P 121	0.0545%

EXHIBIT B
TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR
ONE ONE ONE MORGAN CONDOMINIUMS

<u>Unit #</u>	<u>Percentage Interest</u>	<u>Unit #</u>	<u>Percentage Interest</u>
P 122	0.0545%	P 169	0.0545%
P 123	0.0545%	P 170	0.0545%
P 124	0.0545%	P 171	0.0545%
P 125	0.0545%	P 172	0.0545%
P 126	0.0545%	P 173	0.0545%
P 127	0.0545%	P 174	0.0545%
P 128	0.0545%	P 175	0.0545%
P 129	0.0545%	P 176	0.0545%
P 130	0.0545%	P 177	0.0545%
P 131	0.0545%	P 178	0.0545%
P 132	0.0545%	P 179	0.0545%
P 133	0.0545%	P 180	0.0545%
P 134	0.0545%	P 181	0.0545%
P 135	0.0545%	P 182	0.0545%
P 136	0.0545%	P 183	0.0545%
P 137	0.0545%	P 184	0.0545%
P 138	0.0545%	P 201	0.0817%
P 139	0.0545%	P 202	0.0545%
P 140	0.0545%	P 203	0.0545%
P 141	0.0545%	P 204	0.0545%
P 142	0.0545%	P 205	0.0545%
P 143	0.0545%	P 206	0.0545%
P 144	0.0545%	P 207	0.0545%
P 145	0.0545%	P 208	0.0545%
P 146	0.0545%	P 209	0.0545%
P 147	0.0545%	P 210	0.0545%
P 148	0.0545%	P 211	0.0545%
P 149	0.0545%	P 212	0.0545%
P 150	0.0817%	P 213	0.0545%
P 151	0.0545%	P 214	0.0545%
P 152	0.0545%	P 215	0.0545%
P 153	0.0545%	P 216	0.0545%
P 154	0.0545%	P 217	0.0545%
P 155	0.0545%	P 218	0.0545%
P 156	0.0545%	P 219	0.0545%
P 157	0.0545%	P 220	0.0545%
P 158	0.0545%	P 221	0.0545%
P 159	0.0545%	P 222	0.0545%
P 160	0.0545%	P 223	0.0545%
P 161	0.0545%	P 224	0.0545%
P 162	0.0545%	P 225	0.0545%
P 163	0.0545%	P 226	0.0545%
P 164	0.0545%	P 227	0.0545%
P 165	0.0545%	P 228	0.0545%
P 166	0.0545%	P 229	0.0545%
P 167	0.0545%	P 230	0.0545%
P 168	0.0545%	P 231	0.0545%

EXHIBIT B
TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR
ONE ONE ONE MORGAN CONDOMINIUMS

<u>Unit #</u>	<u>Percentage Interest</u>	<u>Unit #</u>	<u>Percentage Interest</u>
P 232	0.0545%	P 326	0.0545%
P 233	0.0545%	P 327	0.0545%
P 234	0.0545%	P 328	0.0545%
P 235	0.0545%	P 329	0.0545%
P 236	0.0545%	P 330	0.0545%
P 237	0.0545%	P 331	0.0545%
P 238	0.0545%	P 332	0.0545%
P 239	0.0545%	P 333	0.0545%
P 240	0.0545%	P 334	0.0545%
P 241	0.0545%	P 335	0.0545%
P 242	0.0545%	P 336	0.0545%
P 243	0.0545%	P 337	0.0545%
P 244	0.0545%	P 338	0.0545%
P 245	0.0545%	P 339	0.0545%
P 246	0.0545%	P 340	0.0545%
P 247	0.0545%	P 341	0.0545%
P 248	0.0545%	P 342	0.0545%
P 249	0.0545%	P 343	0.0545%
P 250	0.0545%	P 344	0.0545%
P 251	0.0545%	P 345	0.0545%
P 252	0.0545%	P 346	0.0545%
P 253	0.0545%	P 347	0.0545%
P 301	0.0545%	P 348	0.0545%
P 302	0.0545%	P 349	0.0545%
P 303	0.0545%	P 350	0.0545%
P 304	0.0545%	P 351	0.0545%
P 305	0.0545%	P 352	0.0545%
P 306	0.0545%	P 353	0.0545%
P 307	0.0545%	P 354	0.0545%
P 308	0.0545%	P 355	0.0545%
P 309	0.0545%	P 356	0.0545%
P 310	0.0545%	P 357	0.0545%
P 311	0.0545%	P 358	0.0545%
P 312	0.0545%	P 359	0.0545%
P 313	0.0545%	P 360	0.0545%
P 314	0.0545%	P 361	0.0545%
P 315	0.0545%	P 362	0.0545%
P 316	0.0545%	P 363	0.0545%
P 317	0.0545%		
P 318	0.0545%		100.0000%
P 319	0.0817%		
P 320	0.0545%		
P 321	0.0545%		
P 322	0.0545%		
P 323	0.0545%		
P 324	0.0545%		
P 325	0.0545%		