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DECLARATION OF CONDOMINIUM OWNERSHIP
AND BY-LAWS, EASEMENTS, RESTRICTIONS
AND COVENANTS FOR
1631 W. Warren Condominiums

THIS DECLARATION is made and entered into by ~~Cook County Development, LLC~~ ^{William DeBruyn and Anita Goyal}
~~Illinois Company~~, hereinafter, for convenience, referred to as the "Declarant").
RERECORDED TO CORRECTLY STATE DECLARANT IN TITLE
WITNESSETH: THAT

WHEREAS, the Declarant is the legal title holder of record of all the real estate located in the City of Chicago, County of Cook and State of Illinois, legally described as follows:

RECORDING FEE

DATE 11/25/00

OK BY [Signature]

Lot 4 and the east half of Lot 5 in Rose's Subdivision of Lot 8 in Page and Wood's Subdivision of Block 64 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, 1 Cook County, Illinois.

commonly known as: 1631 W. Warren Blvd, Chicago, IL 60612-2610

Permanent Index Number: 17-07-435-007-0000 herein referred to as the "Parcel"; and

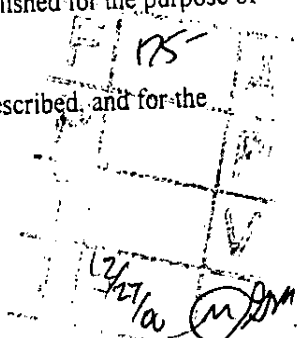
WHEREAS, it is the desire and intention of the Declarant to enable the Property (as hereinafter defined) which includes, but is not limited to, said real estate together with the buildings, structures, improvements and other permanent fixtures of whatsoever kind now or hereafter thereon and all rights and privileges belonging or in anywise pertaining thereto to be owned by Declarant under that certain type of method of ownership commonly known as "CONDOMINIUM, and to submit the Property to the provisions of the Condominium Act of the State of Illinois, as amended from time to time; and

WHEREAS, the Declarant has elected by this Declaration to establish, for the benefit of such 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 1631 W. Warren Condominiums or such other name as may be subsequently adopted pursuant to the Act by the Developer or the Board, certain easements and rights in, over and upon said real estate and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

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

NOW, THEREFORE, the Declarant, as the legal title holder heretofore described, and for the purposes above set forth, DECLARES AS FOLLOWS:

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ARTICLE I
DEFINITIONS

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

Property of Cook County Clerk's Office

1.01 ACT: "Act means the "Condominium Property Act," as amended from time to time, of the State of Illinois.

1.02 DECLARATION: "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, as amended from time to time.

1.03 PARCEL: "Parcel" means the parcel of real estate described herein and submitted hereby to the provisions of the Act.

1.04 PROPERTY: "Property" means 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 of enjoyment of the Unit Owners, submitted to the provisions of the Act.

1.05 UNIT: "Unit" means a part of the Property designed and intended for any type of independent use.

1.06 COMMON ELEMENTS: "Common Elements" means all portions of the Property except the Units, including Limited Common Elements unless otherwise specified.

1.07 PERSON: "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.08 UNIT OWNER: "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

1.09 MAJORITY: "Majority" or "Majority of the Unit Owners" means 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. "Majority" or "Majority of the Members of the Board of Managers" means more than 50% of the total number of persons constituting such Board pursuant to the By-Laws. Any specified percentage of the Members of the Board of Managers means that percentage of the total number of persons constituting such Board pursuant to the By-Laws.

1.10 PLAT: "Plat" means a Plat or Plats of survey of the Parcel and of all Units in the Property submitted to the provision of the Act, which may consist of a three-dimensional horizontal and vertical delineation of all such Units.

1.11 CONDOMINIUM INSTRUMENTS: "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

1.12 COMMON EXPENSES: "Common Expenses" means the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board of Managers of the Unit Owners' Association.

1.13 RESERVES: "Reserves" means those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the Condominium Instruments.

1.14 ASSOCIATION: "Unit Owners' Association" or "Association" means the Association of all the Unit Owners, acting pursuant to By-Laws through its duly elected Board of Managers.

1.15 PURCHASER: "Purchaser" means any person or persons other than the Developer who purchases a Unit in a bona fide transaction for value.

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1.16 DEVELOPER: "Developer" means any person who submits property legally or equitably owned by him or it to the provisions of the Act, or any person who offers units legally or equitably owned by him or it for sale in the ordinary course of his or its business, including any successor or successors to such developer's entire interest in the Property other than the purchaser of an individual unit, the Declarant, including any successor or successors to the Declarant's entire interest in the Property other than the Purchaser of an individual unit.

1.17 LIMITED COMMON ELEMENTS: "Limited Common Elements" means a portion of the Common Elements so designated in this Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, including but not limited to balconies, terraces and patios, if any.

1.18 BUILDING: "Building" means all structures, attached or unattached, containing one or more Units.

1.19 OCCUPANT: "Occupant" means a person, or persons, other than a Unit owner, in possession of one or more Units.

1.20 VOTING MEMBER: "Voting Member" means the person entitled to exercise all voting power in respect to each Unit Ownership.

ARTICLE II UNITS

2.01 Description: All Units in the Building located on the Parcel are delineated on the Survey attached hereto as Exhibit "B" and made a part of this Declaration. The legal description of each unit shall consist of the identifying number or symbol of such unit as shown on the survey attached hereto as Exhibit "B," followed by the legal description of the Property, as shown on said survey attached hereto as Exhibit "B." Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol, as shown on said survey, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a Unit in the delineation thereof in Exhibit "B." The legal description of each Unit shall consist of the identifying number or symbol of such Unit followed by the legal description of the Property, as shown on Exhibit "B." Except as provided by the Act, no Unit Owner shall, by deed, Plat or otherwise, subdivide or in any other manner cause the Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "B."

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

ARTICLE III COMMON ELEMENTS

3.01 Description: Except as otherwise in this Declaration provided, 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, stairways, entrances and exits, halls, lobby, corridors, roof, any roof top deck which may from time to time be installed and maintained, laundry area, storage room, structural parts of the Building serving more than one Unit,

component parts of walls, floors and ceilings, and pipes, ducts, flues, shafts and public utility lines serving the Common Elements of more than one Unit.

3.02 Ownership of Common Elements: Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Unit Owners of the Property, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Such right shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of such Unit Owner. Each Unit Owner's interest shall be expressed by a percentage amount and, once determined, shall remain constant and may not be changed without unanimous approval of all Unit Owners unless hereafter changed by recorded Amendment to this Declaration consented to in writing by all Unit Owners and all Mortgagees having bona fide liens of record against any of the Units. The Declarant has so determined each Unit's corresponding percentage of ownership in the Common Elements, as set forth in Exhibit "A" attached hereto, and each Unit Owner accepts such determination.

3.03 Limited Common Elements: Except as otherwise in this Declaration provided, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular units. Without limiting the generality of the foregoing, the Limited Common Elements shall include the following, all or part of which are indicated as such on the Plat, the porches, direct access to which is provided from an individual Unit to such porch and which is located outside of and adjoining to said Unit.

3.04 Assignment of Limited Common Elements: Any porch located outside of and adjoining a Unit and directly serving said Unit, is hereby assigned to said Unit.

3.05 Transfer of Limited Common Elements: The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the Condominium Instruments and the provisions of this Declaration. Each transfer shall be made by an Amendment to the Declaration executed by all Unit Owners who have any right to use the Limited Common Elements affected and all Mortgagees having bona fide liens of record against any of the affected Units. The Amendment shall contain a certificate prior to the election of the Board of Managers, to the Developer. The Amendment shall contain a statement from the parties involved in the transfer, which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Managers shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded.

Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.01 Submission of Property to Provisions of Act: The Property is hereby submitted to the provisions of the Act.

4.02 No Severance of Ownership: No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to the Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

4.03 Easements:

(a) Encroachments: If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who creates an encroachment by his intentional, willful or negligent conduct or that of his agent.

(b) Utility Easements: Ameritech, Commonwealth Edison Company, Peoples Gas Company, all other public utilities serving the Property and any cable television company selected by the Developer or the Board are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment related to their service to the Property, into and through the Common Elements, and the Units, where reasonably necessary for the purpose of providing utility services to the Property.

4.04 Easements and Rights to Run With Land: All easements and rights described herein are easements and rights 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 Declarant, its successors and assigns, and any Unit Owner, purchaser, mortgagee, and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownership 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

5.01 Common Expenses: Each Unit Owner shall pay his 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. It shall be the duty of the Developer to pay a proportionate share of the common expenses for each unit, which has not been sold by such Developer. 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. 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 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.

5.02 Separate Mortgages: Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit together with his 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 or 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.

5.03 Separate Real Estate Taxes: It is understood that 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 interest in the Common Elements. To the extent that taxes are not separated, but are levied against the Property as a whole, and to the extent that an individual Unit Owner does not pay his proportionate share thereof, then the Board of Managers shall have the option of advancing the funds required for the payment of said taxes on the Unit Owner's behalf, and the amount so advanced shall be treated as said Unit Owner's past due proportionate share of Common Expense, collectible from the Unit Owner with all the same rights and remedies provided hereunder or in the Act to collect any other bona fide past due share of Common Expenses.

ARTICLE VI INSURANCE

6.01 Fire and Hazard Insurance: The Board of Managers shall acquire as a common expense a policy or policies of insurance insuring the Common Elements and the Units against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the Common Elements and the Units written in the name of and to require a provision in such policy that the proceeds thereof shall be payable to the members of the Board, as trustees for each of the Unit Owners in the percentages established in Exhibit "A."

All said policies of insurance: (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective 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 Unit 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 therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property pursuant to Article XII of this Declaration or remove the Property from the provisions of the Act pursuant to the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (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 Developer, the managing agent, if any; their respective employees and agents and the Unit Owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement." The proceeds of such insurance shall be applied by the Board or by the Declarant or agent on behalf of the Board for the reconstruction of the Building or shall be otherwise disposed of, 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 provisions of the Act with respect to the application of insurance proceeds to reconstruction of the Building. The Board may engage the services of, and such insurance may be payable to, a bank or trust company authorized to do, execute and accept trusts in Illinois to act as Insurance Trustee, or as Agent or Depositary as an alternative to acting as 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. The fees of such bank or trust company shall be common expenses.

In the event of any loss in excess of \$10,000.00 in the aggregate, at the Board's discretion or request of any Unit Owner, the Board shall solicit bids from reputable contractors for the restoration or repair of that portion of the Property damaged or destroyed.

Payment by an insurance company to the Board or to such Declarant or agent of the proceeds of any policy, and the receipt of a release from the Board, or such Declarant 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 Declarant.

Each Unit Owner shall inform the Board in writing of additions, alterations, betterments or improvements made by said Unit Owner to his Unit and the value thereof, which value shall be included in the full replacement insurable cost for insurance purposes. If a Unit Owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss settlement, the Unit Owner shall be responsible for such penalty. Further, to the extent that there is an increased premium charge as a result of such additions, alterations, betterments, or improvements (including but not limited to the construction of a garage and/or roof deck by a Unit Owner pursuant to Article 111, Section 5), then any such increase shall be assessed to that Unit Owner as his extra proportionate share of Common Expenses.

6.02 Appraisal: The full, insurable replacement cost of the Property, including the Units and Common Elements shall be determined from time to time (but not less frequently than once in any twelve-month period) by the Board.

The Board shall have the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The costs of such appraisal shall be a common expense.

6.03 Public Liability and Property Damage Insurance: The Manager or the Board of Managers shall have the authority and duty to obtain comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property in amounts deemed sufficient in the judgment of the Board of Managers, insuring the Board of Managers, the Unit Owners' Association, the management agent, and their respective employees, agents, and all persons acting as agents. The Developer shall be included as an additional insured in his capacity as unit owner and board member. The Unit Owners shall be included as additional insured but only with respect to that portion of the Premises not reserved for their exclusive use. The insurance shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above named insured persons. Premiums for such insurance shall be common expenses.

6.04 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, for the Association, its officers and manager against liability from good faith actions allegedly beyond the scope of their authority.

6.05 Waiver: 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 Building, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

6.06 Notice: The Board of Managers shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this Article.

ARTICLE VII ADMINISTRATION AND OPERATION

7.01 Administration: The administration of the Property shall be vested in the Board of Managers which shall consist of three (3) persons before the Initial Meeting (hereinafter defined) and three (3) persons upon and after the Initial Meeting, and who shall be elected in the manner provided in the By-Laws contained herein, as ARTICLES XIV, XV, XVI, XVII, and XVIII. The Developer, before or after the recording of this Declaration, may, but shall not be required to, cause to be incorporated under the laws of the State of Illinois, a not-for-profit corporation (herein referred to as "the Association") under the name of ~~DAKIN-COURT-CONDOMINIUM-ASSOCIATION~~ or a similar name, which corporation shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elements and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act.

7.02 Duties and Powers of the Association: The Unit Owners' Association is responsible for the overall administration of the Property through its duly elected Board of Managers. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the By-Laws and this Declaration; provided, however, that, (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the Articles of Incorporation and the By-Laws on the other hand, (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and the By-Laws on the other hand.

7.03 Indemnity: The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith, or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability there under as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers of the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

7.04 Board's Determination Binding: In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

7.05 Administration of Property Prior to Election of Initial Board of Managers

A. Until the election of the initial 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 and in the Declaration and By-Laws shall be held and performed by the Developer. Notwithstanding anything to the contrary contained herein, until the Initial Meeting (hereinafter defined), the Board of Managers designated by the Developer shall only consist of three (3) persons. The election of the initial Board of Managers shall be held at the "Initial Meeting", not later than sixty (60) days after the conveyance by the Developer of three-fourths (3/4) of the Units or three (3) years after the recording of the Declaration, whichever is earlier. The Developer shall give at least 21 days' notice of the Initial Meeting to elect the initial Board of Managers and shall provide to any Unit Owner within 3 working days of the request, the names, addresses, telephone numbers (if available), and weighted vote of each Unit Owner entitled to vote at such meeting. Any Unit Owner shall be provided with the same information within 3 working days of the request, with respect to each subsequent meeting to elect members of the Board of Managers. If the initial Board of Managers is not elected by the Unit Owners at the time so established, the Developer shall continue in office for a period of thirty (30) days whereupon written notice of his resignation shall be sent to all of the Unit Owners entitled to vote at such election.

B. Within sixty (60) days following the election of a majority of the Board of Managers other than the Developer, the Developer shall deliver to the Board of Managers:

(1) All original documents as recorded or filed pertaining to the Property, its administration, and the Association such as the Declaration, By-Laws, Articles of Incorporation, Condominium Instruments, annual reports, minutes and rules and regulations. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual document recorded as filed;

(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 and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding;

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

(4) A schedule of all real or personal property, equipment and fixtures belonging to the Association, including documents transferring the Property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills;

(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;

(6) A list of all litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken concerning the Association, any available engineering, and architectural drawings and specifications as approved by any governmental authority, all governmental certificates or correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Unit Owners, originals of all documents relating to everything listed in this subparagraph.

(7) 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, individually or collectively, the Unit Owners' Association or the Board of Managers, which extends for a period of more than 2 years from the recording of this Declaration, shall be subject to cancellation by more than half of the votes of the Unit Owners other than the Developer cast at a special meeting of members called for that purpose during a period of 90 days following expiration of the 2 year period. At least 60 days prior to the expiration of the 2 year period, the Board of Managers, or, if the Board is still under Developer control, then the Board of Managers or the Developer shall send notice to every Unit Owner, notifying them of this provision, what contracts, leases and other agreements are affected, and the procedure for calling a meeting of the Unit Owners for the purpose of voting on termination of such contracts, leases or other agreements. During the 90 day period the other party to the contract, lease, or other agreement shall also have the right of cancellation.

ARTICLE VIII MAINTENANCE, ALTERATIONS, DECORATING

8.01 Maintenance, Repairs and Replacements: Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. The Board shall furnish maintenance, repairs and replacements of the Common Elements as part of the common expenses, subject to the rules and regulations of the Board.

The Board may cause to be discharged any mechanics' lien or other encumbrance whether valid or invalid as a matter of law, which may constitute a lien against the Property or any portion thereof rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner or of a member of his family or a household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII, Section 1. All expenses which pursuant to this Section 1, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

8.02 Alterations, Additions or Improvements: No alterations of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions and improvements within his Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements. 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.

8.03 Decorating: Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating - The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building (including any garages) or roof decks(s) constructed pursuant to Article III, Section 5), shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units and garages or roof decks constructed pursuant to Article III, Section 5, as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the common expenses.

ARTICLE IX SALE, LEASING OR OTHER ALIENATION

9.01 Sale or Gift: Any Unit Owner other than the Declarant who wishes to transfer his Unit Ownership by sale or gift shall give to the Board a true, correct and complete copy of any contract entered into for the said sale or gift and the name, address and telephone numbers of the purchasers, or donees, within seven (7) days of the transfer of Unit Ownership.

9.02 Leasing: The provisions of the Act, the Declaration, By-Laws, other Condominium Instruments, and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. The Unit Owner leasing the Unit (or any lessee of any Unit wishing to assign or sublease such 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 10 days after the lease is signed, whichever occurs first. In addition to any

other remedies, by filing, an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Illinois Code of Civil Procedure for failure of the lessor-Owner to comply with the leasing requirements prescribed by this Declaration, or by the rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Illinois Code of Civil Procedure, for any other breach by the tenant of any covenants, rules, regulations or By-Laws. Notwithstanding anything to the contrary contained in this Declaration or By-Laws, no rules or regulations shall be promulgated which shall further restrain the Declarant or the Developer's ability to lease a Unit, unless the Declarant or the Developer has consented in writing thereto.

9.03 Devise: In the event any Unit Owner dies leaving a will devising his Unit Ownership, or any interest therein to any person or persons not heirs-at-law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative named therein, the personal representative acting pursuant to said power, shall give to the Board the name, address and telephone numbers of the new Unit Owner within seven (7) days of the transfer of Unit Ownership.

9.04 Involuntary Sale: In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall give to the Board his name, address and telephone numbers within seven (7) days of acquiring title pursuant to said sale.

9.05 Miscellaneous: If a proposed sale, lease, devise or gift of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, the purchaser, lessee, devisee, or donee there under shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration, and in the case of a lease, said lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations hereunder. Upon the expiration or termination of such lease, or in the event of any attempted subleasing there under, the provisions hereof with respect to notice to the Board shall apply to such Unit Ownership.

ARTICLE X
DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

10.01 Sufficient Insurance: In the event the improvements forming a part of the Property, or any portion thereof, including any Units, 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 in payment therefore; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in Article XII 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 Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "A," after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit.

10.02 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 appertain 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 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 are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that 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, or, 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 of necessary assessments against each Unit Owner.

C. In the case of damage or other destruction, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Managers. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, shall be allocated on the basis of each Unit Owners's percentage interest therein. Any proceeds available from the withdrawal of any Unit or portion thereof shall be distributed in accordance with the interest of those entitled to their use.

10.03 Cessation of Common Expenses: Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof which shall accrue after such withdrawal by the Unit Owner shall cease.

ARTICLE XI
EMINENT DOMAIN

11.01 Reallocation of Common Elements and Condemnation Award: Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Managers. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal or any portion of the Common Elements, shall be allocated on the basis of each Owner's percentage interest therein.

11.02 Cessation of Common Expenses: Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof which shall accrue after such withdrawal by the Unit Owner shall cease.

ARTICLE XII
SALE OF THE PROPERTY

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The Unit Owners, through the unanimous affirmative vote of Voting Members constituting at least seventy-five percent (75 %) of the Unit Owners, 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 was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section I of Article XIX of this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts in manner or form as may be necessary to effect such sale; Provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the fair market value of his interest as determined by arbitration as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on the fair market value of such interest, such Unit Owner and the Board shall each select an appraiser, and the two so selected shall select a third, and the fair market value shall be determined by vote of at least two of the three appraisers. 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 divided equally between such Unit Owner and the Board, and the Board's share shall be a common expense.

ARTICLE XIII
BY-LAWS

The provisions of Article XIV, XV, XVI, XVII, XVIII and the amendatory provisions of Article XIX, insofar as they apply to amendments of the By-Laws, shall constitute the By-Laws of the Association and the By-Laws prescribed by the Act.

ARTICLE XIV
BOARD OF MANAGERS

14.01 Board of Managers (Board of Directors):

(a) The direction and administration of the Property shall be vested in a Board of Managers, consisting of three (3) persons, who shall be appointed or elected in the manner herein provided. Each

member of the Board shall be one of the Unit Owners and shall reside on the Property; Provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner 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, provided such person must reside on the Property unless he is a Board member nominated by the Developer. Further, 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.

(b) At the Initial Meeting, the Voting Members shall elect three (3) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the Initial Meeting shall serve until the first annual meeting. Three (3) Board members shall be elected at the first annual meeting. The two (2) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the person receiving the next highest number of votes shall be elected to the Board 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 two (2) years each. The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies on the Board, or among the officers shall be filled by the remaining members of the board until the next annual meeting of Unit Owners or for a period terminating no later than 30 days following the filing of a petition signed by 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. A meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting such a meeting. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt. No member of the Board shall be elected for a term of more than two years, however, members of the Board may succeed themselves.

(c) The Board shall elect from among its members a President who shall 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 and who shall execute amendments to the Condominium Instrument, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, 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.

(d) Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose.

(e) The Board shall meet at least four (4) times annually. Notice of any such meeting shall be posted conspicuously in the front entranceways of the Property and mailed or delivered at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice, all as more fully set forth in Article XV, paragraph 3(b) hereof.

(f) Meetings of the Board of Managers shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an

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action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of common expenses; provided that any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner.

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(g) 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; Provided that the board may prescribe reasonable rules and regulations to govern the right to make such recordings.

(h) The Board of Managers may not enter into a contract with a current Board Member or with a corporation or partnership in which a Board Member has 25 % or more interest, unless notice of intent to enter 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;

(i) The Board of Managers may disseminate to Unit Owners, biographical and background information about candidates for election to the Board if: (1) no preference is expressed in favor of any candidate; and (2) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information 'in the information to be disseminated;

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(j) Any proxy distributed for Board elections must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name;

(k) Special meetings of the Board of Managers can be called by the president or 25 % of the Members of the Board; and

(l) A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the *counting of ballots* at such election;

14.02 General Powers of the Board: The powers and duties of the Board of Managers shall include, but shall not be limited to, the following matters:

(a) operation, care, upkeep, maintenance, replacement and improvement of the Common Elements; however, nothing in this subsection (a) shall be deemed to invalidate any provision in a Condominium Instrument placing limits on expenditures for capital additions to or capital improvements to the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements) by the Board without prior approval of the Unit Owners. For purposes of this subsection (a), the terms capital additions and capital improvements shall include structural and non-structural additions and improvements;

(b) preparation, adoption and distribution of the annual budget for the Property;

(c) levying of assessments in accordance with the Act;

(d) collection of assessments from Unit Owners;

(e) employment and dismissal of the personnel necessary or advisable for the maintenance, repair, replacement, and operation of the Common Elements;

(f) obtaining adequate and appropriate kinds of insurance;

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

(h) adoption and amendment of rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, and at which meeting a quorum is present. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 19(b) of the Act. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of the Act or the Condominium Instruments.

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

(j) to have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible there from, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units;

(k) to pay for water, waste removal, other operating expenses, electricity, telephone and other necessary utility service for the Common Elements;

(l) to pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including, the interior surfaces of the Units and of the hallway doors appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain and repair, except if necessitated by repairs to the Common Elements) and such furnishings and equipment for the Common Elements as the Board shall determine to be necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements;

(m) to pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or By-Laws of 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;

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

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

(p) the Board or its agent upon reasonable notice may enter any Unit when necessary in connection with maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a common expense;

(q) the Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes;

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

(s) the Board may adopt or amend by majority vote such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Unit Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations;

(t) the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board;

(u) nothing hereinabove contained shall be construed to give the Board, Association, or Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them;

(v) upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses; and

(w) any other powers and duties provided by the Act.

ARTICLE XV MEMBERS (UNIT OWNERS)

15.01 Voting Rights: There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Members shall be the Unit Owner or one of the group composed of all the Unit Owners of a Unit Ownership or may be one person designated in writing by proxy of such Unit Owners to act as duly authorized attorney in fact on his or their behalf and who need not be a Unit Owner. Such proxy designations shall be made in writing to the Board, must bear the date of execution, 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 Unit Owner or Unit Owners, but in no event shall the proxy be valid after 11 months from the date of its execution. Any or all Unit Owners of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting

Members, but only the Voting Member of the Unit Ownership may vote or take any other action as a Voting Member either in person or by proxy. The total member of votes of all Voting Members shall be 100, and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "A." The Developer shall designate the Voting Member with respect to any Unit Ownership owned by the Developer. The Association shall have one class of membership only

and nothing contained in these Condominium Instruments shall permit or allow different classes of membership among the Unit Owners.

15.02 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 of at least a majority of the Voting Members and Voting Members having at least a majority 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 a majority of the total votes represented at such meeting.

(b) The initial meeting of the Voting Members shall be held upon written notice, not less than twenty-one (21) days or more than thirty (30) days given by the Declarant or Developer. Said initial meeting shall be held not later than sixty (60) days after the conveyance by the Developer of 75 % of the units or three (3) years after the recording of the Declaration, whichever is earlier, as required pursuant to the Condominium Property Act of the State of Illinois. Thereafter, there shall be an annual meeting of the Voting Members on the first Monday of December following such initial meeting and on the first Monday of each succeeding December thereafter, 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 or more than thirty (30) days prior to the date fixed for said meeting. The notice of the annual meeting shall include the time, place and purpose of said meeting. One of the purposes of the annual meeting shall be to elect members of the Board of Managers.

(c) In the event of a resale of a Unit, the purchaser of a Unit from a seller other than the Developer pursuant to an installment contract for purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board of Managers and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this 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", as amended. 765 ILCS 75/1

(d) 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. Said meetings shall be called by written notice, authorized by the President, by a majority of the Board, or by twenty percent (20%) of the Unit Owners and delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted at special meetings

ARTICLE XVI ASSESSMENTS - MAINTENANCE FUND

16.01 Estimated Annual Budget and Assessments: Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of all common expenses 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 for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. 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, and shall include an indication of which portions are intended for reserves, capital expenditures or repairs. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owners' 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 any assessment. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115 % of the assessments for the preceding year, the Board of Managers, upon written petition by Unit Owners with 20 percent of the votes of the Association filed within 14 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, and anticipated expenses by the Association, which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation. Said meetings of the Board of Managers shall be open to any Unit Owner, and notice of such meeting shall be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. 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 April 1 of each calendar year 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 an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

16.02 Reserves and Adjustments: The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or non-recurring common expense, any 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. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the Unit Owners voting, at a meeting of such Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Unit Owner equal to the greater of five (5) times the Unit's most recent common expense assessment calculated on a monthly basis or three hundred dollars (\$300.00). All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

16.03 Initial Estimate of Annual Budget: When the first Board elected or appointed hereunder takes office it shall determine the "estimated annual budget" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 1 of this Article.

16.04 Failure to Prepare Estimates: The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the

previous period until the next monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

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

16.06 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 Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit "A".

16.07 Insurance: Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Units shall be assessed to such Unit.

16.08 Assessments: If a Unit 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 Unit Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided, to the fullest extent of the law, and there shall be added to the amount due the costs of said suit, late charges and other fees and expenses together with legal interest and reasonable attorney's fees, all as provided in the Act. 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 Unit 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 bona fide first mortgage or trust deed 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 Unit Owner shall fail to pay the proportionate share of the Common Expenses 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 defaulting Unit Owner's share of 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 attorneys' fees) incurred in the collection thereof; (2) the right, by giving such defaulting Unit 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 Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit 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 Unit Owner's interest in the Property and apply the rents derived there from against such expenses. The association shall have no authority to forbear the payment of assessments by any Unit Owner.

16.09 Nonuse: No Unit Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Elements or abandonment of his Unit.

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ARTICLE XVII
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:

Property of Cook County Clerk's Office

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17.01 General Use: No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence by a single family. That part of the Common Elements separating any two or more 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.

17.02 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 without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

17.03 Prohibited 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. No Unit Owner shall permit anything to be done or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit 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, without the prior written consent of the Board.

17.04 Unit Owner Insurance: Each Unit Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.

17.05 Exterior Attachments: Unit Owner shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

17.06 Window Treatment: The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units of 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.

17.07 Window Treatment: In order to enhance the soundproofing of the Building the floor covering for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.

17.08 Pets etc: No animals, reptiles, rabbits, live-stock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board. The Board may adopt a regulation prohibiting dogs, cats or other pets permitted pursuant to this Declaration, but may not require Unit Owners to remove existing pets at the time such regulation is adopted.

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

17.10 Un Sightliness: No clothes, sheets, blankets, laundry or any kind of other articles shall be hung 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.

17.11 Personal Effects: There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements.

17.12 Commercial Activities: No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit. However, subject to such rules as the Board of Managers may establish to assure that any such activities do not disturb the other Unit Owners, a physician, dentist, lawyer, accountant, consultant, clergyman or other professional person may use his residence for consultation, emergency treatment or performance of religious rites but not for the general practice of his profession.

17.13 For Sale and For Rent Signs: No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except as such location and in such form, as shall be determined by the Board; provided that the right is reserved by the Declarant, the Developer, and their agents, to continue with the preparation, construction and completion of the Units for sale and occupancy and to maintain on the Property until the sale of the last Unit, all models, sales offices and advertising signs, banners, and lighting in connection therewith, at such locations and in such forms as they shall determine, together with the right of ingress, egress and transient parking therefore through the Common Elements. Notwithstanding any other provision contained in this Declaration to the contrary, in no event and under no circumstances shall there be any right to amend this paragraph 13 of Article XVII of the Declaration in any respect, at any time, nor shall the rights granted hereunder be otherwise limited or abridged in any manner.

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

17.15 Exceptions: The Unit restrictions in paragraphs 1 and 12 of this Article XVII shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his professional library therein, or (b) keeping his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal resident use and not in violation of Sections 1 and 12 of this Article XVII.

ARTICLE XVIII
REMEDIES FOR BREACH OF COVENANTS
RESTRICTIONS AND REGULATIONS

18.01 Abatement and Enjoinment: The violations of any restriction, or condition or regulation adopted by the Board, or the breach of any covenant or provisions herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and the provisions hereof, and the Declarant, the Developer, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass or, (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. Upon 30 days' written notice to a defaulting Unit Owner, and as confirmed in accordance with due process of law, all expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and expenses, and all damages, liquidated or Otherwise, together with interest thereon at the rate of the lesser of eighteen percent (18%) per annum or the highest legal rate allowed until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his

personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board.

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

ARTICLE XIX
GENERAL PROVISIONS

19.01 Notice to Mortgages: 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 Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.

19.02 Notices 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, or any Unit Owner, as the case may be, at:

1631 W Warren Condominiums
1631 W Warren Blvd
Chicago, IL 60612-2610

(indicating thereon the number of the respective Unit if addressed to a Unit Owner), or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or if addressed to a Unit Owner, when deposited at the door of his Unit in the Building.

19.03 Notice to Decedent: Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

19.04 Binding Effect: Each grantee of the Declarant, by acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, 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 or any Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

19.06 Amendment: Except as otherwise provided in the Act, this Declaration and By-Laws, the provisions of the Condominium Instruments may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least three fourths (3/4) of the Unit Owners and the approval of any mortgagees required under the provisions of the Condominium Instruments, and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of the Declarant or the Developer shall be effective without the prior written consent of the Declarant or the Developer. Except to the extent authorized by provisions of the Act, no amendment to the Condominium Instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Unit Owners' Association, or the liability for common expenses appertaining to a Unit.

19.07 Special Amendment: The Developer and/or the 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 at any time and from time to time: (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 mortgages covering Unit Ownerships; (iii) to bring this Declaration into compliance with the 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 Developer and/or Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit 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 Developer and/or Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Developer and Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant or Developer no longer holds or controls title to a Unit.

19.08 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.

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to be recorded with the Cook County Recorder of Deeds such easements, agreements, licenses and rights of way, and amendments thereto, which the Declarant (or its beneficiaries) or said Association may deem necessary in order to provide or permit utilities and afford ingress and egress with respect to any part of the Property.

19.16 Construction

: The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be given the effect of any exclusion or limitation herein; and the use of the word "Person" or "party" shall mean and include any individual, trust, corporation, partnership or other entity.

IN WITNESS WHEREOF, Center Stone Development Group has caused its name to be signed in these presents by its Manager on this 30th day of October 2000.

~~Center Stone Development Group~~

By: Anita Goyal
Anita ~~DeBruyn~~
Goyal

By: William DeBruyn
William DeBruyn

1631 W Warren Condominiums
CONSENT OF MORTGAGEE

MIDWEST BANK OF McHENRY Co. ("Bank"), as mortgagee under a certain mortgage dated SEPT. 24, 1999, and recorded SEPT. 29, 1999 as Document No. 99919974, hereby consents to the execution and recording of the Within Declaration of Condominium Ownership.

IN WITNESS WHEREOF, the said Bank, as mortgagee, has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Chicago, Illinois, on this 30th day of Oct, 2000.

by: Shirley N. Kelly v.p.

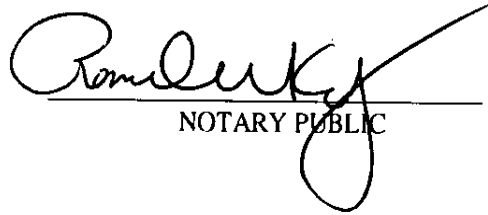
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STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

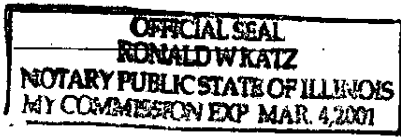
I, Ronald W Katz, a Notary Public in and for said County and State, do hereby certify that _____ and, KEVIN W MEYERS Vice President and _____, respectively, of MIDWEST BANK OF MCHENRY as mortgagee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice-President and _____ appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their 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 30th day of October, 2000.


NOTARY PUBLIC

(SEAL)

My Commission Expires:



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EXHIBIT A CONDOMINIUM SURVEY OR ARCHITECT'S DRAWINGS

1631 W Warren Condominiums

Property of Cook County Clerk's Office
00917949

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KABAL SURVEYING COMPANY

Land Surveying Services

8411 Hawthorne Avenue
Westchester, Illinois 60184
(708) 562-2668
Fax (708) 562-7314

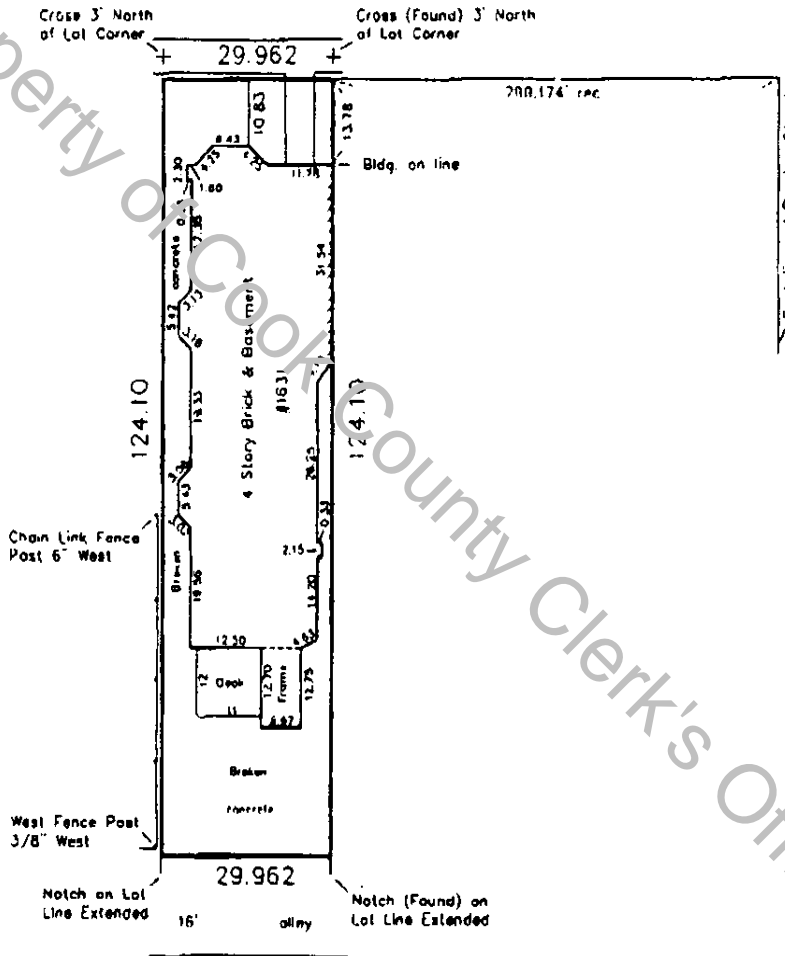
Plat of Condominium

Lot 4 and the East half of Lot 5 in Rose's Subdivision of Lot 6 in Page and Wood's Subdivision of Block 64 in Canal Trustee's Subdivision of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ON THE WARREN BOULEVARD CONDOMINIUMS

W. Warren Blvd.

00927939



Note: Elevations shown herein are referenced to 1051-53 N. Milwaukee Avenue, Chicago as Document No. 22723839, PHN No. 17-3-303-043.

First floor Elev is 0.95 ft. (Chicago Datum)

EXHIBIT "A"

Page 1 of 3

STATE OF ILLINOIS }
COUNTY OF COOK } **

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed June 20, 20 00

Building Located June 20, 20 00

Scale: 1 inch = 20 ft.
Order No. 200847
Ordered By: _____

I, STEPHEN J. BALEX, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plat hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

Illinois Professional Land Surveyor No. 1712

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KABAL SURVEYING COMPANY

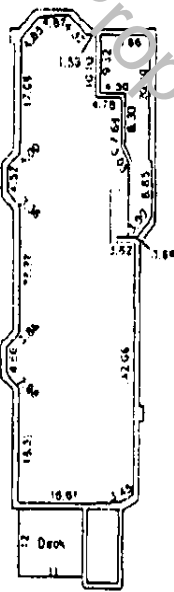
Land Surveying Services

2611 Hawthorne Avenue
Westchester, Illinois 60154
(708) 582-2882
Fax (708) 582-7314

Plot of Condominium

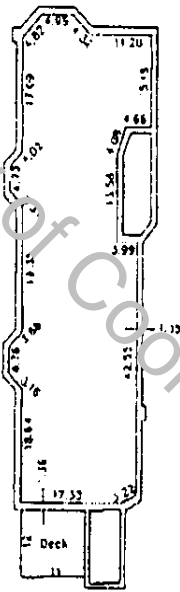
ON THE WARREN BOULEVARD CONDOMINIUMS

00917949



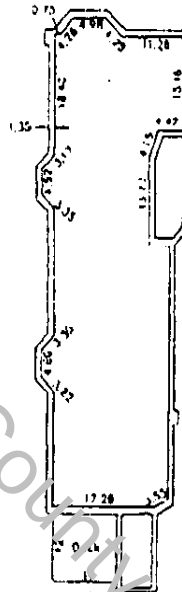
First Floor

UPPER ELEVATION - 22.22
LOWER ELEVATION - 22.22



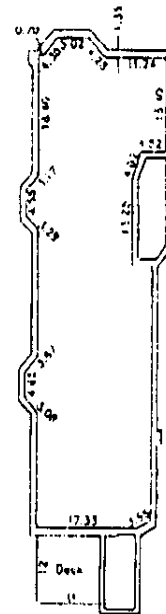
Second Floor

UPPER ELEVATION - 27.27
LOWER ELEVATION - 27.27



Third Floor

UPPER ELEVATION - 22.22
LOWER ELEVATION - 22.22



Fourth Floor

UPPER ELEVATION - 22.22
LOWER ELEVATION - 22.22

Vertical boundaries of units are formed by the interior finished surface of walls and floors.

Horizontal boundaries of units are formed by the interior finished surface of walls and finished interior face of exterior walls.

Elevations shown are referred to datum described on page 1 of this survey.

EXHIBIT "A"

Page 2 of 3

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed June 20 20 00
Building Located June 20 20 00

Scale: 1 inch = 20 ft.
Order No. 200847
Ordered By: _____

STATE OF ILLINOIS }
COUNTY OF COOK }

I, STEPHEN J. BALEK, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plot hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

Illinois Professional Land Surveyor No. 1712

UNOFFICIAL COPY

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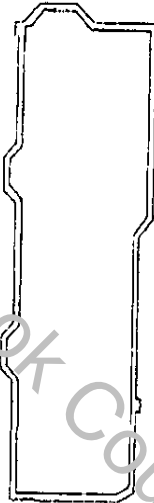
KABAL SURVEYING COMPANY

Land Surveying Services

2411 Hawthorne Avenue
Westchester, Illinois 60154
(708) 582-2852
Fax (708) 582-7314

Plat of Condominium

ON THE WARREN BOULEVARD CONDOMINIUMS



Basement

UPPER ELEVATION = ??.??
LOWER ELEVATION = ??.??

Vertical boundaries of units are formed by the interior unfinished surface of columns and floors.

Horizontal boundaries of units are formed by the interior unfinished surface of walls and unfinished interior face of exterior walls.

Elevations shown are related to datum specified on page 1 of this survey.

EXHIBIT 'A'

Page 3 of 3

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed June 20 2000
Building Located June 20 2000

Scale: 1 inch = <u>20</u> ft.
Order No. <u>200047</u>
Ordered By: _____

STATE OF ILLINOIS }
COUNTY OF COOK } **

I, STEPHEN J. DALEK, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plat hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

Illinois Professional Land Surveyor No. 1712

Property of Cook County Clerk's Office

00917969

UNOFFICIAL COPY

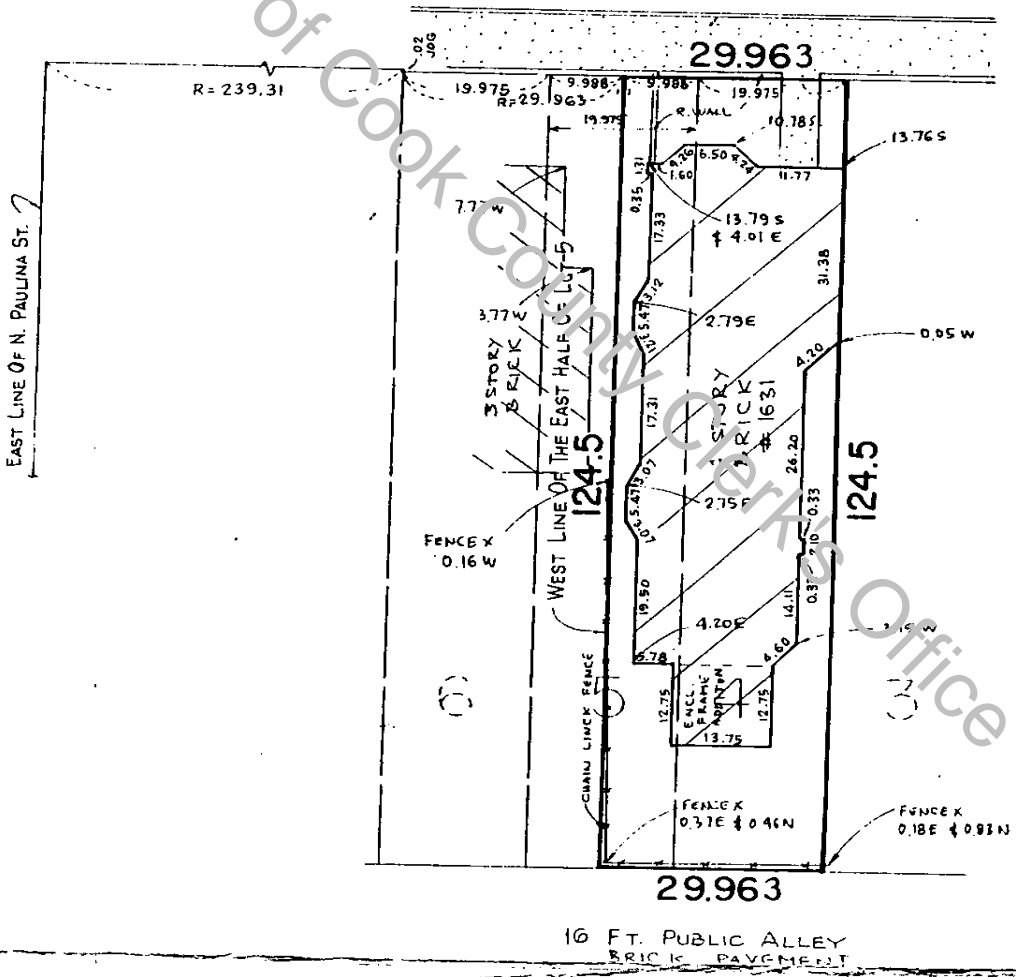
PLAT OF SURVEY

OF

LOT 4 AND THE EAST HALF OF LOT 5 IN ROSE'S SUBDIVISION OF LOT 8 IN PAGE AND WOOD'S SUBDIVISION OF BLOCK 64 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

009379349

W. WARREN BLVD.



16 FT. PUBLIC ALLEY
 BRICK PAVEMENT



DISTANCES ARE SHOWN IN FEET AND DECIMAL PART THEREOF AND CORRECTED TO 68° F.

FOR BOUNDING LINE AND OTHER RESTRICTIONS NOT SHOWN ON THE SURVEY PLAT REFER TO YOUR ABSTRACT, DEED AND LOCAL BUILDING REGULATIONS.

FIELD DATA AND RECORDS OF CHICAGO LAND SURVEY COMPANY ARE THE SOURCE OF INFORMATION FOR THIS PLAT. THE FIELD DATA AND RECORDS ARE SUBJECT TO THE POLICIES AND PROCEDURES OF CHICAGO LAND SURVEY COMPANY.

STATE OF ILLINOIS
 COUNTY OF COOK

CHICAGO LAND SURVEY COMPANY DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY
 DATE: 23 SEP 1999

SCALE: 1 inch = 20 ft

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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01012249

EXHIBIT B

PERCENTAGE OF OWNERSHIP

1631 W Warren Condominiums

<u>Unit No.</u>	<u>Percentage</u>
1	22.72
2	25.76
3	25.76
4	25.76
	<hr/>
	100.00


00927969

Property of Cook County Clerk's Office

AFFIDAVIT FOR RECORDATION OF DECLARATION OF CONDOMINIUM

The undersigned being duly sworn under oath states as follows:

- (1) He is the preparer of the Declaration of Condominium for 1631 W Warren Condominiums that was recorded on November 21, 2000 as Document Number 00917949.
- (2) That the declarant was incorrectly stated to be Centerstone Development Group, Inc. and Illinois Corporation.
- (3) That on the date of the recording of the original Declaration the correct party in title to the property was Anita Goyal and William DeBruyn.
- (4) That the declarant wishes to rerecord the declaration with the correct party being in title on the date of the original declaration being Anita Goyal and William DeBruyn.



Ronald W. Katz, Attorney at Law
Preparer of Declaration

SUBSCRIBED and SWORN

to before me this 26 day
of December, 2000



Notary Public

