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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE OPTIMA TOWERS EVANSTON CONDOMINIUM ASSOCIATION

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws (hereafter the "Declaration") for Optima Towers Evanston Condominium Association, (hereafter the "Association"), which Declaration was recorded on March 22, 2003, as Document Number 20329861 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A," which is attached hereto and made a part hereof.

This Amendment to the Declaration of Condominium Ownership for Optima Towers Condominium Association has been approved by two-thirds (2/3) of the Board Members, pursuant to Section 27(b) of the Illinois Condominium Property Act, 765 ILCS 605/27(b).

1. Article VI, Section 1 shall be deleted in its entirety and replaced with the following:

1. TYPE OF INSURANCE.

The Board shall have the authority to and shall obtain insurance for the Parcel as follows:

(a) Required coverage. No policy of insurance shall be issued or delivered to the association, and no policy of insurance issued to the association shall be renewed, unless the insurance coverage under the policy includes the following:

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

Ryan H. Shpritz
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 -
847/537-0500

(1) Property insurance. Property insurance (i) on the common elements and the units, including the limited common elements and except as otherwise determined by the board of managers, the bare walls, floors, and ceilings of the unit, (ii) providing coverage for special form causes of

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loss, and (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date.

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

(3) Fidelity bond; directors and officers coverage.

(A) The association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the association, for the maximum amount of coverage available to protect funds in the custody or control of the association, plus the association reserve fund.

(B) The management company must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(C) For purposes of paragraphs (A) and (B), the fidelity bond must be in the full amount of association funds and reserves in the custody of the association or the management company.

(D) The board of directors must obtain directors and officers liability coverage at a level deemed reasonable by the board, if not otherwise established by the declaration or bylaws. Directors and officers liability coverage must extend to all contracts and other actions taken by the board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the declaration and bylaws of the association.

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(b) Contiguous units; improvements and betterments. The insurance maintained under subdivision 1(a)(1) must include the units, the limited common elements except as otherwise determined by the board of managers, and the common elements. The insurance need not cover improvements and betterments to the units installed by unit owners, but if improvements and betterments are covered, any increased cost may be assessed by the association against the units affected.

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

(c) Deductibles. The board of directors may, in the case of a claim for damage to a unit or the common elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose units the damage or cause of loss originated, or (iii) require the unit owners of the units affected to pay the deductible amount.

(d) Other coverages. The Board shall carry insurance on the Parcel against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, or about said Parcel, if any, without a co-insurance clause so long as available, in such amount as the Board shall deem desirable. The Board may carry such worker's compensation insurance as may be necessary to comply with applicable laws. The Board may carry Employer's liability insurance in such amount as the Board shall deem desirable, and such other insurance in such amounts as the Board shall deem desirable including, but not limited to, employment practices, environmental hazards, and equipment breakdown.

(e) Premiums. The premium for the above described insurance shall be Common Expenses. All of such insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois. The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in this Paragraph at least thirty (30) days prior to the expiration dates of the respective policies and shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

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4. The Board shall be responsible, in the event any insurance required under Paragraph 1(a)(1) and 1(a)(2) is cancelled, for serving notice of such cancellation upon any person insured thereunder.

2. **Article VI, Sections 2, 3, 4, 5, 6, and 7 shall be amended as follows:** (Additions shall be represented as an underline, and deletions shall be represented as a strike-through)

2. **NAMED INSUREDS.**

(a) All policies of insurance of the character described in ~~subparagraphs (a) and (b) of the preceding Paragraph 1:~~ (i) shall name as insured ~~the Declarant, so long as it has an insurable interest, and the Board as trustees for the Unit Owners in the percentages established in Exhibit "C" to this Declaration and shall also name as an insured the Insurance Trustee (as hereinafter defined) as the respective interests of all of such insureds may appear;~~ (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property under the provisions of the Act; (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit; and (v) shall contain an endorsement or clause, if available, whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board or its members, ~~the Declarant,~~ the managing agent, each of their respective employees and agents, and the Unit Owners and the Occupants. Policies of insurance of the character described in ~~Subparagraph (a) of the preceding Paragraph 1(a)(1)~~ 1(a)(1) may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described herein in ~~Subparagraphs (a) and (b) of the preceding Paragraph 1,~~ any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(b) All policies of insurance of the character described in paragraph 1(a)(2), 1(a)(3), and 1(d) ~~subparagraphs (c), (d), (e), (f) and (g) of the preceding Paragraph 1~~ shall name as insureds each Unit Owner and such Unit Owner's spouse if any (but as to the insurance described in such **Paragraph 1(a)(2)** ~~Subparagraph (c) only with respect to those portions of the Parcel not reserved for their exclusive use with the exception of the Parking and Storage Areas) and the Association, ~~the Declarant,~~ the Board and its managing agent, the other agents and employees of such Association, Board, managing agent ~~and the Declarant.~~ In addition, all policies of insurance of the character described~~

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in such ~~paragraph 1(a)(2)~~ Subparagraph (c) shall contain an endorsement or clause against the Association, its officers, members of the Board, Declarant, the managing agent, their respective employees and agents and the Unit Owners and Occupants and shall cover claims of one or more insured parties against other insured parties.

3. PAYMENT OF LOSS.

The loss, if any, under any policies of insurance of the character described in **Paragraph 1(a)(1) and 1(a)(2)** ~~Subparagraph (a) and (b) of the preceding Paragraph 1~~ shall be payable, and the insurance proceeds paid on account of any such loss shall be applied and disbursed, as follows:

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

(b) In the case of any one loss exceeding Fifty Thousand Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to American National Bank and Trust Company of Chicago, which corporation is hereby designated by the Declarant to act as Trustee for the Board (the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this Subparagraph (b). If American National Bank and Trust Company of Chicago (or its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million Dollars (\$5,000,000.00). **Any loss covered by the property policy must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the association for that purpose. The insurance trustee or the association must hold any insurance proceeds in trust for unit owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged common elements, the bare walls, ceilings, and floors of the units, and then to any improvements and betterments the association may insure. Unit owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the common elements and units have been completely repaired or restored or the association has been terminated as trustee.**

Such proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Premises to

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

4. UNIT OWNER'S INSURANCE.

Each Unit Owner shall be responsible for such Unit Owner's own insurance on the contents of such Unit Owner's own Unit, and furnishings and personal property therein, and such Unit Owner's personal property stored elsewhere on the Premises, and for such Unit Owner's personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. **The board of directors may, by rule, require unit owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of the owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a unit owner or association member must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.**

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

5. IMPROVEMENT TO UNITS.

~~After the initial sale of a Unit, e~~Each Unit Owner (except the Declarant) shall be required to report all additions or alterations to such Unit Owner's Unit promptly in writing to the Board, without prior request from the Board or the managing agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and each Unit Owner shall be responsible for any deficiency in any insurance loss recovery which results from such Unit Owner's failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements made after the initial sale of the Unit unless and until such Unit Owner shall make such report and request the

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~~Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the makings of such additions, alterations or improvements. "Additions" or "alterations" shall include, but shall not be limited to, carpeting, special flooring, special wall covering and paneling. The insurance coverage described in this Paragraph 5 shall not be deemed to include personal property owned by the Unit Owner and not attached to the Unit.~~

65. WAIVER OF SUBROGATION AND RELEASE.

~~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, Declarant, the manager and managing agent of the Property, if any, and their respective employees and agents for any damage to the Common Elements, the Units, or to any personal property located in the Units or Common or Limited Elements, caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this Release is allowed by policies for such fire or other casualty insurance. Insurance policies carried pursuant to Paragraph 1(a)(1) and 1(a)(2) must include each of the following provisions:~~

(1) Each unit owner and secured party is an insured person under the policy with respect to liability arising out of the unit owner's interest in the common elements or membership in the association.

(2) The insurer waives its right to subrogation under the policy against any unit owner of the condominium or members of the unit owner's household and against the association and members of the board of directors.

(3) The unit owner waives his or her right to subrogation under the association policy against the association and the board of directors.

7. CANCELLATION OF INSURANCE.

~~If any insurance required under Subparagraph (a), (b) or (c) of the preceding Paragraph 1 is canceled, the Board shall be responsible for serving notice of such cancellation upon each insured thereunder.~~

6. Primary insurance. If at the time of a loss under the policy there is other insurance in the name of a unit owner covering the same property covered by the policy, the association's policy is primary insurance.

7. Certificates of insurance. Contractors and vendors (except public utilities) doing business with a condominium association under contracts exceeding

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\$10,000 per year must provide certificates of insurance naming the association, its board of directors, and its managing agent as additional insured parties.

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

APPROVED THIS 28 DAY OF November, 2006.

Optima Towers Evanston Condominium Association

By: Ellen Browne
Its President

ATTEST
By: Maria Gellera
Secretary

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

Units in the Optima Towers Evanston Condominium, together with an undivided percentage interest in the common elements appurtenant to said Unit, in the Southwest quarter of Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, as delineated on a Survey attached as an Exhibit to the Declaration of Condominium Ownership and by-laws, restrictions and covenants, recorded March 22, 2002 as Document 0020329861, as amended from time to time, in Cook County, Illinois

Unit	Pin	Commonly known as (for informational purposes only)
201	11-18-311-043-1001	1580 Sherman Ave Evanston, IL 60201
202	11-18-311-043-1002	1580 Sherman Ave Evanston, IL 60201
203	11-18-311-043-1003	1580 Sherman Ave Evanston, IL 60201
204	11-18-311-043-1004	1580 Sherman Ave Evanston, IL 60201
205	11-18-311-043-1005	1580 Sherman Ave Evanston, IL 60201
301	11-18-311-043-1006	1580 Sherman Ave Evanston, IL 60201
302	11-18-311-043-1007	1580 Sherman Ave Evanston, IL 60201
303	11-18-311-043-1008	1580 Sherman Ave Evanston, IL 60201
304	11-18-311-043-1009	1580 Sherman Ave Evanston, IL 60201
305	11-18-311-043-1010	1580 Sherman Ave Evanston, IL 60201
401	11-18-311-043-1011	1580 Sherman Ave Evanston, IL 60201
402	11-18-311-043-1012	1580 Sherman Ave Evanston, IL 60201
403	11-18-311-043-1013	1580 Sherman Ave Evanston, IL 60201
404	11-18-311-043-1014	1580 Sherman Ave Evanston, IL 60201
405	11-18-311-043-1015	1580 Sherman Ave Evanston, IL 60201
501	11-18-311-043-1016	1580 Sherman Ave Evanston, IL 60201
502	11-18-311-043-1017	1580 Sherman Ave Evanston, IL 60201
503	11-18-311-043-1018	1580 Sherman Ave Evanston, IL 60201
504	11-18-311-043-1019	1580 Sherman Ave Evanston, IL 60201
505	11-18-311-043-1020	1580 Sherman Ave Evanston, IL 60201
506	11-18-311-043-1021	1580 Sherman Ave Evanston, IL 60201
507	11-18-311-043-1022	1580 Sherman Ave Evanston, IL 60201
508	11-18-311-043-1023	1580 Sherman Ave Evanston, IL 60201
509	11-18-311-043-1024	1580 Sherman Ave Evanston, IL 60201
510	11-18-311-043-1025	1580 Sherman Ave Evanston, IL 60201
601	11-18-311-043-1026	1580 Sherman Ave Evanston, IL 60201
602	11-18-311-043-1027	1580 Sherman Ave Evanston, IL 60201
603	11-18-311-043-1028	1580 Sherman Ave Evanston, IL 60201
604	11-18-311-043-1029	1580 Sherman Ave Evanston, IL 60201
605	11-18-311-043-1030	1580 Sherman Ave Evanston, IL 60201
606	11-18-311-043-1031	1580 Sherman Ave Evanston, IL 60201
607	11-18-311-043-1032	1580 Sherman Ave Evanston, IL 60201

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Unit	Pin	Commonly known as (for informational purposes only)
608	11-18-311-043-1033	1580 Sherman Ave Evanston, IL 60201
609	11-18-311-043-1034	1580 Sherman Ave Evanston, IL 60201
610	11-18-311-043-1035	1580 Sherman Ave Evanston, IL 60201
701	11-18-311-043-1036	1580 Sherman Ave Evanston, IL 60201
702	11-18-311-043-1037	1580 Sherman Ave Evanston, IL 60201
703	11-18-311-043-1038	1580 Sherman Ave Evanston, IL 60201
704	11-18-311-043-1039	1580 Sherman Ave Evanston, IL 60201
705	11-18-311-043-1040	1580 Sherman Ave Evanston, IL 60201
706	11-18-311-043-1041	1580 Sherman Ave Evanston, IL 60201
707	11-18-311-043-1042	1580 Sherman Ave Evanston, IL 60201
708	11-18-311-043-1043	1580 Sherman Ave Evanston, IL 60201
709	11-18-311-043-1044	1580 Sherman Ave Evanston, IL 60201
710	11-18-311-043-1045	1580 Sherman Ave Evanston, IL 60201
801	11-18-311-043-1046	1580 Sherman Ave Evanston, IL 60201
802	11-18-311-043-1047	1580 Sherman Ave Evanston, IL 60201
803	11-18-311-043-1048	1580 Sherman Ave Evanston, IL 60201
804	11-18-311-043-1049	1580 Sherman Ave Evanston, IL 60201
805	11-18-311-043-1050	1580 Sherman Ave Evanston, IL 60201
806	11-18-311-043-1051	1580 Sherman Ave Evanston, IL 60201
807	11-18-311-043-1052	1580 Sherman Ave Evanston, IL 60201
808	11-18-311-043-1053	1580 Sherman Ave Evanston, IL 60201
809	11-18-311-043-1054	1580 Sherman Ave Evanston, IL 60201
810	11-18-311-043-1055	1580 Sherman Ave Evanston, IL 60201
901 /902	11-18-311-043-1056	1580 Sherman Ave Evanston, IL 60201
903	11-18-311-043-1057	1580 Sherman Ave Evanston, IL 60201
904	11-18-311-043-1058	1580 Sherman Ave Evanston, IL 60201
905	11-18-311-043-1059	1580 Sherman Ave Evanston, IL 60201
906	11-18-311-043-1060	1580 Sherman Ave Evanston, IL 60201
907	11-18-311-043-1061	1580 Sherman Ave Evanston, IL 60201
908	11-18-311-043-1062	1580 Sherman Ave Evanston, IL 60201
909	11-18-311-043-1063	1580 Sherman Ave Evanston, IL 60201
910	11-18-311-043-1064	1580 Sherman Ave Evanston, IL 60201
1001	11-18-311-043-1065	1580 Sherman Ave Evanston, IL 60201
1002	11-18-311-043-1066	1580 Sherman Ave Evanston, IL 60201
1003	11-18-311-043-1067	1580 Sherman Ave Evanston, IL 60201
1004	11-18-311-043-1068	1580 Sherman Ave Evanston, IL 60201
1005	11-18-311-043-1069	1580 Sherman Ave Evanston, IL 60201
1006	11-18-311-043-1070	1580 Sherman Ave Evanston, IL 60201
1007	11-18-311-043-1071	1580 Sherman Ave Evanston, IL 60201
1008	11-18-311-043-1072	1580 Sherman Ave Evanston, IL 60201
1009	11-18-311-043-1073	1580 Sherman Ave Evanston, IL 60201
1010	11-18-311-043-1074	1580 Sherman Ave Evanston, IL 60201

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Unit	Pin	Commonly known as (for informational purposes only)
1101	11-18-311-043-1075	1580 Sherman Ave Evanston, IL 60201
1102	11-18-311-043-1076	1580 Sherman Ave Evanston, IL 60201
1103	11-18-311-043-1077	1580 Sherman Ave Evanston, IL 60201
1104	11-18-311-043-1078	1580 Sherman Ave Evanston, IL 60201
1105	11-18-311-043-1079	1580 Sherman Ave Evanston, IL 60201
1106	11-18-311-043-1080	1580 Sherman Ave Evanston, IL 60201
1107	11-18-311-043-1081	1580 Sherman Ave Evanston, IL 60201
1108	11-18-311-043-1082	1580 Sherman Ave Evanston, IL 60201
1109	11-18-311-043-1083	1580 Sherman Ave Evanston, IL 60201
1110	11-18-311-043-1084	1580 Sherman Ave Evanston, IL 60201
1201	11-18-311-043-1085	1580 Sherman Ave Evanston, IL 60201
1202	11-18-311-043-1086	1580 Sherman Ave Evanston, IL 60201
1203	11-18-311-043-1087	1580 Sherman Ave Evanston, IL 60201
1204	11-18-311-043-1088	1580 Sherman Ave Evanston, IL 60201
1205	11-18-311-043-1089	1580 Sherman Ave Evanston, IL 60201
1206	11-18-311-043-1090	1580 Sherman Ave Evanston, IL 60201
1207	11-18-311-043-1091	1580 Sherman Ave Evanston, IL 60201
1208	11-18-311-043-1092	1580 Sherman Ave Evanston, IL 60201
1209	11-18-311-043-1093	1580 Sherman Ave Evanston, IL 60201
1210	11-18-311-043-1094	1580 Sherman Ave Evanston, IL 60201
PH01	11-18-311-043-1095	1580 Sherman Ave Evanston, IL 60201
PH02	11-18-311-043-1096	1580 Sherman Ave Evanston, IL 60201
PH04	11-18-311-043-1097	1580 Sherman Ave Evanston, IL 60201
PH05	11-18-311-043-1098	1580 Sherman Ave Evanston, IL 60201
PH06	11-18-311-043-1099	1580 Sherman Ave Evanston, IL 60201
PH07	11-18-311-043-1100	1580 Sherman Ave Evanston, IL 60201
PH08	11-18-311-043-1101	1580 Sherman Ave Evanston, IL 60201
PH09	11-18-311-043-1102	1580 Sherman Ave Evanston, IL 60201
PH10	11-18-311-043-1103	1580 Sherman Ave Evanston, IL 60201


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EXHIBIT B

CERTIFICATION AS TO BOARD APPROVAL

I, _____, do hereby certify that I am the duly elected and qualified Secretary for the Association at Optima Towers Evanston Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Amended and Restated Declaration was duly approved by an affirmative vote of two-thirds (2/3) of the Members of the Board of Managers.


Secretary

Dated at Evanston, Illinois this
25th day of November, 2006.

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EXHIBIT C

CERTIFICATION AS TO OWNER NOTIFICATION OF AMENDMENT

I, _____, state that I am an officer of the Board of Directors of the Optima Towers Condominium Association and that a copy of the foregoing 27(b) Amendment was either delivered personally to each Unit Owner at the Association or was sent by regular U.S. Mail, postage prepaid, to each Unit Owner in the Association at the address of the unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices. I further state that the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this 27(b) Amendment to the Declaration of Condominium Ownership.

By: Mylene Gellermayer
 Title: Secretary

Signed and dated before me
 this 28th day of JULY, 2006

Doree Bruno
 Notary Public

