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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR TRAFALGAR SQUARE CONDOMINIUM

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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR TRAFALGAR SQUARE CONDOMINIUM

This Amended and Restated Declaration ("Declaration") is made and entered into by Trafalgar Square Condominium, LLC, an Illinois limited liability company, ("Declarant") and the Board of Directors of the Trafalgar Condominium.

### RECITALS:

Trafalgar Square Condominium, LLC recorded a certain "Declaration of Condominium Ownership For Trafalgar Condominium" with the Cook County Recorder Of Deeds on March 29, 2007 as document number 0708815101 encumbering the Condominium Property (the "Original Declaration"). After the Original Declaration was recorded with the Cook County Recorder of Deeds, the Declarant recorded Supplement No. 1 to the Declaration recorded as document number 0710209097, Supplement No. 2 to the Declaration recorded as document number 0715622009, and Supplement No. 3 to the Declaration recorded as document number 0719115121, all of which are incorporated into this Amended and Restated Declaration by reference.

Declarant owns or may acquire title to the Development Area. Declarant intends to submit and subject some or all of the Development Area to this Condominium Declaration and the Act. Initially, the Condominium Property shall consist of that portion of the Development Area which is legally described in Exhibit B, with all improvements thereon and appurtenances thereto. If, upon the recording hereof, less than all of the Development Area is made part of the Condominium Property, then, from time to time thereafter, the Declarant shall add additional portions of the Development Area to the Condominium Property as "Added Property" by Recording supplements to this Condominium Declaration, as more fully provided in Article Eight. Thus, as Supplements to the Condominium Declarations are Recorded, the Condominium Property will expand to include more and more portions of the Development Area.

The Condominium Association shall be responsible for the administration of the condominium and the maintenance, repair and replacement of the Common Elements and Building Limited Common Elements. Each Owner of a Unit shall be assessed to pay his proportionate share of the Common Expenses required to operate the condominium, all as more fully provided for in this Condominium Declaration.

The Declarant shall retain certain rights set forth in this Condominium Declaration with respect to the Condominium Property and the Condominium Association including, without limitation, the right, prior to the Turnover Date, to appoint all members of the Board, the right to come upon the Property in connection with efforts to promote the sale or rental of Units and other rights reserved in Article Eleven.

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The real estate as so improved and benefited is further subject to the terms and provisions of the Cost Sharing and Maintenance Declaration.

This Amended and Restated Declaration has been approved by the affirmative vote of Voting Members (either in person or by proxy), or by an instrument executed by Owners, representing at least sixty-seven percent (67%) of the Undivided Interests, and at least sixty-seven percent (67%) of the Eligible Mortgagees holding First Mortgages as set forth in Exhibit G attached hereto; and

NOW, THEREFORE, Declarant as record title holder of the Parcel and the Property and the unit owner hereby declare THIS DECLARATION AMENDS AND RESTATES, AND THEREBY SUPERSEDES, THE ORIGINAL DECLARATION IN ITS ENTIRETY:

## ARTICLE ONE Definitions

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

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

1.02 BOARD: The board of directors of the Condominium Association, as constituted at any time or from time to time.

1.03 BUILDING: A building located on the Development Area.

1.04 BUILDING COMMITTEE: : (a) with respect to the Mid-Rise Building, the group of Owners (defined below) within the Mid-Rise Building who have been appointed by the Owners of such Mid-Rise Building pursuant to the By-Laws for the purpose of providing input and direction to the Board regarding the portions of the budget which apply to the Mid-Rise Building and its Limited Common Elements, and (b) with respect to all of the Townhome Buildings, as a whole (but not with respect to each Townhome Building), the group of Owners (defined below) within the Townhome Buildings who have been appointed by the Owners of the Townhome Buildings pursuant to the By-Laws for the purpose of providing input and direction to the Board regarding the portions of the budget which apply to the Townhome Buildings and their Limited Common Elements.

1.05 BUILDING LIMITED COMMON ELEMENTS: (a) all portions of each Building, except for the Units contained therein (and except for the Exclusive Limited Common Elements appurtenant to a Units in such Residential Buildings), which shall include, but without limitation, hallways and entrances, exterior walls, roofs, central antenna television equipment, and pipes, wiring and other components for heating, cooling and plumbing fixtures serving the building; and (b) all site improvements appurtenant to each Residential Building, which shall include, but

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without limitation, parking lots, driveways, walks, landscaping, exterior lighting and other areas of the grounds surrounding the Residential Buildings.

1.06 BY-LAWS: The By-Laws of the Condominium Association which are attached hereto as Exhibit E.

1.07 COMMON ELEMENTS: All of the Condominium Property, except the Units. Without limiting the foregoing, it is intended that the Common Elements will include the General Common Elements, Building Limited Common Elements, Exclusive Limited Common Elements and the driveway area which serves each Residential Building.

1.08 COMMON EXPENSES: The expenses of administration (including management and professional services) of the Property; except as otherwise specifically provided herein, the cost of maintenance, repair, and replacement of the Common Elements; except as specifically provided herein, the cost of additions, alterations, or improvements to the Common Elements; the cost of insurance required or permitted to be obtained by Board under Article Five; utility expenses for the Common Elements; any expenses designated as Common Expenses by the Act, this Condominium Declaration, or the By-Laws; if not separately metered or charged to the Owners, the cost of waste removal, scavenger services, water, sewer, or other necessary utility services to the Building; amounts payable under the Cost Sharing and Maintenance Declaration; and any other expenses lawfully incurred by or on behalf of the Condominium Association for the common benefit of all of the Owners.

1.09 CONDOMINIUM ASSOCIATION OR ASSOCIATION: The Trafalgar Square Condominium Association, an Illinois not-for-profit corporation, its successors and assigns.

1.10 CONDOMINIUM DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.11 COST SHARING AND MAINTENANCE DECLARATION: That certain Cost Sharing and Maintenance Declaration Re: Trafalgar Square Detention Area, Recorded July 29, 2005, as Document No. 0521003129, a copy of which is attached hereto as Exhibit F.

1.12 COUNTY: Cook County, Illinois.

1.13 DECLARANT: Trafalgar Square Condominium, LLC, an Illinois limited liability company, its successors and assigns.

1.14 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and none of the covenants, conditions, restrictions and easements contained herein shall burden any portion of the Development Area, unless and until such portion is made part of the Condominium Property by this Condominium Declaration or any Supplemental Condominium Declaration.

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1.15 EXCLUSIVE LIMITED COMMON ELEMENTS: With respect to each Unit, the following Limited Common Elements shall be Exclusive Limited Common Elements:

(a) Perimeter doors, door frames, windows and window frames which serve the Unit;

(b) The interior surface of the perimeter walls, ceilings and floors which define the boundary planes of the Unit;

(c) Any system or component part thereof which serves the Unit exclusively to the extent that such system or component part is located outside the boundaries of the Unit; and

(d) The Storage Area, if any, assigned to the Unit.

1.16 FIRST MORTGAGE: A bona fide first mortgage, first trust deed or equivalent security interest covering a Unit Ownership.

1.17 FIRST MORTGAGEE: The holder of a First Mortgage.

1.18 GARAGE: A portion of the Common Elements which is delineated and designated on the Plat as a Garage and which includes Parking Spaces.

1.19 GENERAL COMMON ELEMENTS: All of the Common Elements except for the Building Limited Common Elements and the Exclusive Limited Common Elements.

1.20 LIMITED COMMON ELEMENTS: A portion or portions of the Common Elements which are designated by this Condominium Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Units. Any deck, patio, terrace, or balcony adjoining or serving a Unit, shall be a Limited Common Element appurtenant to such Unit. Limited Common Elements includes the Building Limited Common Elements and Exclusive Limited Common Elements.

1.21 MID-RISE BUILDING: The six floor mid-rise residential building located within the Development Area.

1.22 MUNICIPALITY: The Village of Morton Grove, Illinois, its successors and assigns.

1.23 OWNER: A Record owner, whether one or more Persons, of fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.



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1.24 PARCEL: The real estate which is legally described in Exhibit B hereto from time to time, together with all rights appurtenant thereto, as Exhibit B may be supplemented from time to time.

1.25 PARKING SPACE: A portion of the Parking which is delineated on the Plat and designated as a Parking Space and which consists of a parking space for one (1) motor vehicle. A Parking Space shall be a Limited Common Element appurtenant to the Unit to which it is assigned hereunder from time to time. Each Parking Space shall be delineated on the Plat and identified with a distinguishing number or other symbol.

1.26 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.27 PLAT: The plat or plats of survey attached hereto as Exhibit C, as such exhibit may be amended or supplemented from time to time, which set forth the measurements, elevations, and locations of the Condominium Property, the location of the planes which constitute the perimeter boundaries of each Unit, a distinguishing number or other symbol to identify each Unit and such other data as may be required by the Act or this Condominium Declaration all of which are incorporated herein by reference as Exhibit C.

1.28 PROPERTY OR CONDOMINIUM PROPERTY: All the land, property, and space comprising the Parcel, all improvements and structures erected, constructed or contained therein, thereon or thereunder, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, hereby or hereafter submitted and subjected to the provisions of this Condominium Declaration and the Act as part of the Condominium Property.

1.29 RECORD: To record with the Recorder of Deeds of the County.

1.30 RESIDENT: An individual who lawfully resides in a Unit.

1.31 RESIDENTIAL BUILDINGS: The Mid-rise Building, together with any additional Townhome Buildings constructed on the Parcel (as it may be expanded from time to time pursuant to Article Eight below) and hereafter submitted to the Act pursuant to the provisions of Article Eight below.

1.32 STORAGE AREA: A portion of the Common Elements which is delineated on the Plat and designated as a Storage Area and which is assigned to a Unit.

1.33 TOWNHOME BUILDINGS: The townhome buildings located within the Development Area.

1.34 TURNOVER DATE: The date on which any one of the following shall first occur:

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(a) Sixty (60) days after Declarant has conveyed one hundred thirteen (113) Units to purchasers for value (being 75% of the number of Units which the Declarant believes may be made subject to this Condominium Declaration);

(b) The expiration of three (3) years from the date of the Recording of this Condominium Declaration;

(c) The date designated in written notice from the Declarant to all of the Owners as being the Turnover Date;

(d) The date which control of the Condominium Association must be turned over to the Owners as required under the Act.

1.35 UNADDED PORTIONS OF THE BUILDING: As defined in Section 8.04.

1.36 UNDIVIDED INTEREST: The percentage of ownership interest in the Common Elements appurtenant to a Unit as herein and hereafter allocated on Exhibit D hereto, as Exhibit D may be amended from time to time.

1.37 UNIT: A part of the Condominium Property designed or intended for independent use and having lawful access to a public way. Each Unit shall consist of the space enclosed and bounded by the planes constituting the boundaries of such Unit as shown on the Plat and the fixtures and improvements located wholly within such boundaries which serve such Unit exclusively. A Unit shall not include the following, wherever located:

(a) any structural components of the Condominium Property; or

(b) any component of a system which serves more than one Unit where such component is an integral part of such system and is not intended to serve the Unit exclusively.

Each Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Unit shall refer to such identifying number or symbol and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

1.38 UNIT OWNERSHIP: A part of the Condominium Property consisting of one Unit and its Undivided Interest.

1.39 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Four.

## ARTICLE TWO

### Scope of Condominium Declaration and Certain Property Rights

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2.01 REAL ESTATE SUBJECT TO CONDOMINIUM DECLARATION: Declarant, as the owner of fee simple title to the Parcel and Property, expressly intends to and, by Recording this Condominium Declaration, does hereby subject and submit the Parcel and Property to the provisions of the Act and this Condominium Declaration. Declarant shall have the right to subject additional portions of the Development Area to the provisions of the Act and this Condominium Declaration as provided in Article Eight. Nothing in this Condominium Declaration shall be construed to obligate the Declarant to subject to the Act and this Condominium Declaration any portion of the Development Area other than those portions which are part of the Parcel or which are added to the Parcel and Property by Supplemental Condominium Declarations Recorded by the Declarant pursuant to Article Eight. None of the covenants, conditions, restrictions and easements contained in this Condominium Declaration shall burden any portion of the Development Area unless and until such portion is or becomes part of the Parcel and Property.

2.02 CONVEYANCES SUBJECT TO CONDOMINIUM DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Condominium Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Condominium Property, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Condominium Declaration.

2.03 ENCROACHMENTS: In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Condominium Property or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or (ii) any part of any Unit encroaches or shall hereafter encroach upon any part of any other Unit or the Common Elements, then, in any such case, there shall be deemed to be an easement in favor of the Owners for the maintenance and use of any of the Common Elements which may encroach upon a Unit and there shall be deemed to be an easement in favor of any Owner for the exclusive use of any part of his Unit which shall encroach upon the Common Elements or any other Unit; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or his agent.

2.04 OWNERSHIP OF COMMON ELEMENTS: Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners. Each Unit's corresponding percentage of ownership in the Common Elements (Undivided Interest) has been determined by Declarant as required under the Act to be as set forth in Exhibit D attached hereto. Exhibit D may not be changed without unanimous written approval of all Owners and all First Mortgagees, except as hereinafter provided in Section 5.06 or 5.07, Article Eight or as permitted under the Act. The Common Elements shall remain undivided and no Owner shall bring any action for partition.

2.05 OWNERS' RIGHTS TO USE THE COMMON ELEMENTS:

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(a) Each Owner shall have the right to use the Common Elements (except the Limited Common Elements or portions occupied pursuant to leases, licenses or concessions made by the Board) in common with all other Owners, as may be required for ingress and egress to and from his respective Unit, and for such other purposes not prohibited hereunder.

(b) Each Owner shall have the right to the exclusive use and possession of the Exclusive Limited Common Elements which serve his Unit. Each Owner shall have the right to the nonexclusive use, in common with other Owners, of the Limited Common Elements which serve his Unit and the Units of such other Owners.

(c) Each Owner of Units in a particular Residential Building shall have the collective right to the uses and benefits afforded by the Building Limited Common Elements serving such Residential Building.

(d) The rights to use and possess the Common Elements, including the Building Limited Common Elements and Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants, and invitees of each Owner and such rights and easements shall be subject to and governed by the provisions of the Act, this Condominium Declaration, the By-Laws, and the reasonable rules and regulations of the Board.

2.06 LEASE OF COMMON ELEMENTS: The Board shall have the right and authority, subject to the provisions of this Condominium Declaration and the By-Laws, to lease or grant licenses or concessions with regard to parts of the Common Elements (other than Limited Common Elements). The rental, fees and terms of any such lease, license or concession shall be determined by the Board and any and all proceeds therefrom shall be used to pay the Common Expenses and shall be taken into account in the preparation of the annual budget.

2.07 UTILITY AND ACCESS EASEMENTS: Each Owner of a Unit, the Declarant and the Municipality shall have a non-exclusive easement for vehicular and pedestrian access over and across driveways and walkways from time to time located on the Condominium Property, including, without limitation, those driveways and walkways which provide access to public ways. The Municipality and all public utilities serving the Condominium Property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Condominium Property for the purpose of providing utility services to the Development Area. The County, the Municipality and any other governmental authority which has jurisdiction over the Development Area or which undertakes to provide services to the Development Area are hereby granted and reserved access easements for ingress and egress to, over and across the Condominium Property for the purpose of providing any such services.

2.08 ADDITIONAL EASEMENTS: In addition to the easements provided for herein, the Board, on behalf of all of the Owners, shall have the right and power (a) to grant such easements with respect to the Common Elements (except the Limited Common Elements and Building Limited Common Elements) as the Board deems necessary and proper, including,

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without limitation, access easements for emergency and service vehicles operated by any governmental authority or private enterprise and/or easements related to the installation and operation of a cable or satellite televisions system or other communication systems and/or (b) to agree to cancel, alter, change or modify any easement which affects the Condominium Property and does not benefit an Owner, as the Board shall, in its discretion, determine. Without limiting the foregoing, until such time as the Declarant no longer holds title to a portion of the Development Area, the Board shall grant such easements as the Declarant may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements or portions of the Development Area which are not part of the Condominium Property or to provide owners of the Development Area with necessary utility services. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Condominium Association and duly Recorded.

2.09 BOARD'S RIGHT OF ENTRY: The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Unit, including any of the appurtenant Limited Common Elements, when necessary in exercise of its authority under Sections 3.01 and 3.02, or in connection with any maintenance, repair and replacement for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

2.10 SEPARATE MORTGAGES: Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit Ownership. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Condominium Property or any part thereof, except only to the extent of his Unit Ownership.

2.11 REAL ESTATE TAXES: Real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each Owner for his Unit Ownership, as provided in the Act. In the event that for any year a tax bill is issued with respect to a portion of the Condominium Property other than on a Unit by Unit basis, then:

(a) The Declarant shall be responsible for the payment of that portion, if any, of the bill which is allocable to the portions of the Development Area which are not part of the Condominium Property;

(b) The Owners of Units in the Building shall be responsible for the payment of that portion, if any, of the bill which is allocable to the Units in the Building where the Units have not been separately taxed but where other Units in the Condominium Property

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have been separately taxed. In such case the amount payable by each Owner shall be based on the relative Undivided Interests of the affected Units;

(c) Where the bill affects the Condominium Property as a whole or portions of the Common Elements and not Units, then each Owner shall pay his proportionate share thereof in accordance with his Undivided Interest;

(d) Any amounts payable by an Owner under (b) or (c) above may, by action of the Board, be advanced by the Condominium Association and any amounts so advanced shall be a Charge hereunder payable by the Owner to the Condominium Association and failure of an Owner to pay any such Charge to the Condominium Association shall give rise to a lien against the Owner's Unit under Section 6.01.

Upon the affirmative vote of Voting Members representing a majority of the votes in the Condominium Association or the affirmative vote of two-thirds of the members of the Board, the Board, on behalf of all the Owners, shall have the authority to seek relief for the Owners from any such taxes, special assessments or charges, and any expenses incurred in connection therewith shall be Common Expenses.

**2.12 LEASE OF UNITS AND PARKING SPACES:** Any Owner shall have the right to lease all (and not less than all) of his Unit and/or Parking Space subject to Section 11.02 and to the following provisions:

(a) No Unit shall be leased for less than six (6) months or for hotel or transient purposes.

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Condominium Declaration and that any failure of the lessee to comply with the terms of this Condominium Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Condominium Declaration.

(c) Each Owner who leases his Unit and/or Parking Space shall be required to furnish the Condominium Association with a copy of the lease and shall promptly notify the Condominium Association of any change in status of the lease. The Condominium Association shall maintain a record of such information with respect to all leased Units and Parking Spaces.

(d) A Parking Space may only be leased to a Resident.

**2.13 STORAGE AREAS:** A Storage Area shall be assigned to each Unit on Exhibit D. Each Storage Area which is assigned to a Unit shall be an Exclusive Limited Common Element. Until each Storage Space is assigned to a Unit on Exhibit D, the Storage Area shall be deemed to be assigned to Units owned by Declarant. The use of Storage Areas shall at all times be subject to reasonable rules and regulations adopted from time to time by the Board.

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2.14 MECHANIC'S LIENS: The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Condominium Property or Common Elements, rather than against a particular Unit Ownership. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees and expenses) incurred by reason of such lien.

## ARTICLE THREE

### Use, Occupancy and Maintenance of the Property

#### 3.01 MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS:

(a) Building Limited Common Elements – Residential Buildings. Maintenance, repairs and replacements of the Building Limited Common Elements appurtenant to each Residential Building shall be furnished by the Association; provided, however, the costs associated therewith shall be assessed in their entirety to the Owners of the Residential Units contained in each such Residential Building according to the ratio that each such Owner's Undivided Interest bears to the aggregate Undivided Interests of all Owners in such Residential Building. For example, if a given Residential Building contains four (4) Units and if the Undivided Interests of the Owners are 2% (Unit A), 4% (Unit B), 6% (Unit C) and 8% (Unit D), respectively, then the costs for maintenance of the Building Limited Common Elements of such Residential Building which are to be assessed to the Owners of such Units pursuant to this subsection shall be as follows: Unit A - 10%; Unit B - 20%; Unit C - 30%; and Unit D - 40%. For purposes of this Section (a), all Townhome Buildings shall be treated as a single Residential Building so that all of the Owners in the Townhome Buildings shall share all of the costs of maintenance, repair, alteration and replacement of any or all of the Townhome Buildings. Notwithstanding the foregoing, however, the Board shall have the right, in its reasonable discretion, to allocate particular costs associated with the Building Limited Common Elements to all of the Owners in all of the Residential Buildings, in lieu of allocating such costs to individual Residential Buildings, in the event the Board determines that such costs benefit the Parcel as a whole.

(b) General Common Elements. Maintenance, repairs, replacement and administration of the General Common Elements shall be performed by the Association and the costs thereof shall be assessed to all of the Owners as part of the Common Expenses. Without limiting the foregoing, it is intended that the Association shall be responsible for maintaining (i) any water service pipes or sanitary sewer pipes which are located in the General Common Elements and extend from the sewer main or water main, as the case may be, to the Residential Buildings, (ii) water meters, valves and storm sewers which are located in the General Common Elements, and (iv) landscaping located on the General Common Elements, which maintenance shall include, without limitation, watering of grass and plant material as required by the Municipality.

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(c) With respect to a particular category or class of Limited Common Elements (other than the Exclusive Limited Common Elements appurtenant to a Unit), instead of furnishing the maintenance, repair or replacement of such category or class of Limited Common Elements as a Common Expense, the Board may, in its discretion, (i) require each Owner to furnish such services to the Limited Common Elements which are appurtenant to his Unit at his own expense, or (ii) furnish such services to the Limited Common Elements but assess the cost thereof directly to the Owners of Units benefited thereby on the basis of Undivided Interests, in equal shares or such other reasonable basis as the Board shall deem appropriate.

(d) Maintenance, repair and replacement of the balconies, patios and Storage Areas of the Mid-Rise Building shall be furnished by the Board and the cost thereof shall be assessed directly to the Owners of the Units in the Mid-Rise Building, as Exclusive Limited Common Elements appurtenant thereto, with respect to which the work is done, on the basis of Undivided Interests, equal shares or such other reasonable basis as the Board shall deem appropriate.

(e) Decorating of the Building Limited Common Elements of the Residential Buildings shall be furnished by the Association and the costs thereof shall be charged to the Owners as provided in Section 3.01(a). The Building Committee for the Mid-Rise Building (or for the Townhome Buildings) may make recommendations to and consult with the Board in connection with the decorating of the Limited Common Elements within the Mid-Rise Building (or the Townhome Buildings). The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each Owner. The exterior surfaces of such windows and patio doors in a Residential Building are Exclusive Limited Common Elements and, accordingly, the cleaning, washing, repair or replacement shall be done by the Owner or the Association as the Board shall determine.

## 3.02 MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS AND EXCLUSIVE LIMITED COMMON ELEMENTS:

(a) Residential Units. Each Owner shall furnish and be responsible for, at his or her own expense, all of the maintenance, repairs, alterations and replacements within his or her own Unit.

(b) Exclusive Limited Common Elements – Residential Buildings. Except as otherwise determined by the Board (in its sole discretion), the Association shall maintain, repair, replace or alter the Exclusive Limited Common Elements appurtenant to a Unit, but the costs thereof shall be assessed in their entirety to, and payable only by, the Owners who benefit from the maintenance, repairs, replacements and/or alteration thereof.

(c) Miscellaneous. If pursuant to the provisions of this Declaration, an Owner is obligated to perform any maintenance, repairs and/or replacements, the Board may require the Owner to procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may rise therefrom.



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The authorized representatives of the Association and the Board (and their employees, officers and agents) shall have access upon reasonable notice to the individual Units and Limited Common Elements from time to time as may be necessary for the maintenance, repair or replacement of any Building Limited Common Elements or Exclusive Limited common Elements located in or accessible therefrom, and immediate access to Units to make emergency repairs therein that are necessary to prevent damage to the Common Elements or other Units.

### 3.03 ADDITIONS, ALTERATIONS OR IMPROVEMENTS:

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Owners benefited thereby) any additions, alterations, or improvements to the Common Elements. Subject to the provisions of Section 6.06, the cost of any such work to the Common Elements may be paid out of a special assessment.

(b) Without the prior written consent of the Board and compliance with applicable ordinances, rules and regulations of the Municipality, an Owner shall not (x) make any additions, alterations or improvements (including, without limitation, installation of storm windows, storm doors, plantings, landscaping, or painting, staining, or changes to the color of exterior surfaces of the Building or any deck, patio, terrace or balcony) to any part of the Common Elements which is visible from outside of the Unit or (y) make any additions, alterations or improvements to his Unit or to the Exclusive Limited Common Elements appurtenant thereto where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Association hereunder. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an Owner (i) upon the Owner's agreement that any addition, alteration or improvement will be substantially similar in quality of construction and design to any similar addition, alteration or improvement then on the Condominium Property and (ii) upon Owner's agreement either (A) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (B) to pay to the Condominium Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(1) Require the Owner to remove the addition, alteration or improvement and restore the Condominium Property to its original condition, all at the Owner's expense; or

(2) If the Owner refuses or fails to properly perform the work required under (1), then, subject to the provisions of Section 7.01, the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(3) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

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3.04 DAMAGE CAUSED BY OWNER: If, due to the act of or the neglect of an Owner or occupant of a Unit or a guest, invitee or pet of an Owner or occupant, damage shall be caused to a part of the Condominium Property and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the 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, if any, carried by the Condominium Association, including, without limitation, the deductible amount under any applicable insurance policy.

## 3.05 USE RESTRICTIONS:

(a) Except as provided in Article Eleven or in subsections (b) and (c) of this Section, each Unit shall be used only as a residence and no industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Condominium Property.

(b) No Resident shall be precluded with respect to his Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

(c) To the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Unit.

(d) Each Parking Space shall only be used to park one (1) automobile.

3.06 SPECIAL SERVICES : Any Board may furnish to a Unit Owner or Unit Owners special services relating to the use and occupancy of a Unit or Units and may charge the cost of providing such services to the Owner or Owners who benefit from the service. Without limiting the foregoing, the Condominium Association may contract with a provider of a special service, such as satellite TV service, cable TV service, internet access or other similar service, either make such service available to all Units or offer such service to each of the Owners on a voluntary basis. The Board may charge the Owner of each Unit which receives any such service for the reasonable cost of providing such service, which may be allocated in equal shares for each of the Units which is served, on the basis of Undivided Interests or on such other reasonable basis as the Board may deem appropriate. Any amount charged to an Owner for services furnished pursuant to this Section shall be due and payable at such time or times as designated by the Board and failure to pay any such amount shall give rise to a lien provided for in Section 6.01.

3.07 USE AFFECTING INSURANCE: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Condominium Property or contents thereof, applicable for residential use, without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium Property, or contents thereof, or which would be in violation of any law.

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3.08 SIGNS: Except as provided in Article Eleven, no "For Sale", "For Rent" or any other sign of any kind or other form of solicitation or advertising or window display shall be erected, maintained or permitted on the Condominium Property unless permitted pursuant to reasonable rules or regulations adopted by the Board from time to time. Without limiting the foregoing, the Board may from time to time designate an area within the Common Elements which may be used to display "for rent" and/or "for sale" signs of such size as designated from time to time by the Board in compliance with applicable ordinances, rules and regulations of the Municipality.

3.09 ANIMALS: No animals shall be kept or raised in the Common Elements. No pet may be kept or raised for commercial purposes. The Board may from time to time adopt rules and regulations governing the keeping of pets in the Units. Such rules and regulations may prohibit certain species of pets or pets of more than a specified weight from being kept in the Units. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Unit upon three (3) days' written notice from the Board to the Owner of the Unit containing such pet, and the decision of the Board shall be final. For purposes hereof, a "pet" is a domesticated animal kept for pleasure rather than utility.

3.10 ANTENNAE: Subject to applicable federal, state and local laws, ordinances and regulations, no mast, satellite dish, antennae or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained in or upon any part of the exterior of the Condominium Property without the prior written approval of the Board.

3.11 OTHER STRUCTURES: No structure of a temporary character, including, without limitation, a trailer, recreational vehicle, mobile home, tent, solarium, greenhouse, shack or other out-building shall be used, stored or maintained anywhere in or on the Condominium Property either temporarily or permanently, except as expressly approved, in writing, by the Board.

3.12 STRUCTURAL IMPAIRMENT: Nothing shall be done in, on or to any part of the Condominium Property which would impair the structural integrity of the Building or other permitted structure located on the Condominium Property.

3.13 PROSCRIBED ACTIVITIES: No noxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done in the Condominium Property, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Units.

3.14 NO UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any part of the Common Elements except as permitted by rules and regulations of the Board. The Condominium Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

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## 3.15 RULES AND REGULATIONS:

(a) The use and enjoyment of the Condominium Property shall be subject to reasonable rules and regulations duly adopted by the Board from time to time in compliance with applicable ordinances, rules and regulations of the Municipality; provided that prior to adoption of any such rules, there shall first be held a meeting of the Board or Owners (if required by the Act) to discuss the proposed rules and all Owners are furnished with a copy of the proposed rule and notice of the meeting as required by the Act.

(b) Without limiting the foregoing, the Board may levy a reasonable charge upon the Owners for a violation of a rule or regulation, in accordance with the procedures set forth in Section 7.05.

3.16 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Common Elements may not be separately metered and billed to the Condominium Association. If the charges for any such utilities are metered to individual Units rather than being separately metered for the Common Elements, then the following shall apply:

(a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Board the Owner of a Unit is being billed disproportionately for costs allocable to the Common Elements, then the Condominium Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which, in the reasonable determination of the Board, is properly allocable to the Common Elements and the amount thereof shall be Common Expenses hereunder.

3.17 COMBINATION OF UNITS: Subject to the provisions of Article Eleven, with the prior approval of the Board, which approval shall not be unreasonably withheld, the Unit Owner of two adjacent Units, including Units located next to each other or a Unit which is located in the airspace above another Unit ("Adjacent Units") shall be permitted to remove a portion of the wall, ceiling, floor or other partition in the Common Elements between the Adjacent Units (at the Unit Owner's sole cost and expense) in order to permit access between the Adjacent Units so that the Adjacent Units may be combined and used together as one home. In such case, the Unit Owner of the Adjacent Units shall have the exclusive right to use and enjoy the portion of the Common Elements between the Adjacent Units which has been removed and shall be solely responsible for the maintenance of such area. If the Unit Owner of the Adjacent Unit desires to separate the Adjacent Units for use and occupancy as separate homes, the Unit Owner shall so notify the Board and shall restore the wall, ceiling, floor, or other partition between the Units to the condition which the wall, ceiling, floor or other partition was in before it was removed or otherwise altered by the Unit Owner of the Adjacent Units. From and after the restoration of such wall, ceiling, floor, or other partition, the portion of the Common Elements which had previously been used by the Unit Owner of the Adjacent Units shall be maintained by the Condominium

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Association. In the event of the removal of a portion of the wall, ceiling, floor or other partition in the Common Elements between Adjacent Units as provided for in this Section, the Adjacent Units shall each continue to be individual Units for purposes of this Condominium Declaration and the Undivided Interest assigned to each of the Adjacent Units shall not be changed.

3.18 FLOOR COVERING/NOISE TRANSMISSION: An Owner who desires to install or replace flooring in his or her Unit must first apply for and receive approval from the Board. The Board may from time to time adopt rules and regulations governing the installation or replacement of floor covering, including, without limitation noise transmission standards. Unless otherwise provided in a rule or regulation adopted by the Board, the applicable noise transmission standards of the Fannie Mae in effect from time to time shall apply.

3.19 WINDOW TREATMENT: In order to achieve uniformity in the exterior appearance of the Property and the Building, each Owner shall install in all windows of his Unit visible from the exterior of the Building shades, draperies, curtains or other window coverings having a white colored lining or surface.

3.20 PARKING SPACES: Each Parking Space shall initially be assigned to a Unit owned by the Declarant. The Declarant shall have the unrestricted right and power to sell and assign one or more Parking Spaces to an Owner (either at or after conveyance of the Unit). A Parking Space shall be assigned by the Declarant to a Unit by a deed or other instrument executed by Declarant and delivered to the Owner and Recorded. A copy of the assigning instrument shall be delivered to the Condominium Association. From and after such time as the Declarant no longer holds title to a portion of the Development Area, all unassigned Parking Spaces shall no longer be Limited Common Elements hereunder and shall be used and occupied subject to rules, procedures and fees established from time to time by the Board. The Condominium Association shall maintain a record reflecting to which Unit each Parking Space is assigned. The Owner of a Unit to which a Parking Space is assigned hereunder may (with the prior written consent of the Board and First Mortgagee, if any, of the Unit) assign the Parking Space to another Unit following the procedures required under the Act. The Owner of a Unit to which a Parking Space is assigned hereunder may lease the Parking Space, but only to a Resident.

## ARTICLE FOUR

### The Condominium Association

4.01 THE CONDOMINIUM ASSOCIATION: Declarant shall cause the Condominium Association to be incorporated as a not-for-profit corporation. The Condominium Association shall be the governing body for all of the Owners and for the administration and operation of the Building as provided in the Act, this Condominium Declaration and the By-Laws. All agreements and determinations lawfully made by the Condominium Association shall be deemed to be binding on all Owners and their respective successors and assigns.

4.02 MEMBERSHIP:

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(a) There shall be only one class of membership in the Condominium Association. The Owner of each Unit shall be a member of the Condominium Association. There shall be one membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from ownership of a Unit. Ownership of a Unit shall be the sole qualification for membership. The Condominium Association shall be given written notice of a proposed change of ownership of a Unit within ten (10) days prior to such change.

(b) One individual shall be designated as the "Voting Member" for each Unit Ownership. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners.

4.03 THE BOARD: From and after the Turnover Date, the Board shall consist of the number of individuals provided for in Section 5.01 of the By-Laws, each of whom shall be an Owner or a Voting Member. The Board shall be elected at each annual meeting of the Owners as provided in the By-Laws.

4.04 VOTING RIGHTS: Whenever a vote of the Owners of the Condominium Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by the Voting Members or their proxies; provided that a contract purchaser of a Unit from a contract seller other than the Declarant, shall have the right to vote for directors of the Condominium Association after the Turnover Date unless such contract seller expressly retains such right in writing. Except as otherwise specifically required under the Act, this Condominium Declaration or the By-Laws, each Voting Member shall have a vote equal to the Undivided Interest assigned to each Unit which he or she represents.

4.05 MANAGING AGENT: The term of any management agreement covering the management of the Condominium Property entered into prior to the Turnover Date shall not exceed two years, and shall be terminable for cause by the Condominium Association on thirty (30) days written notice and without cause or payment of a termination fee by either party on ninety (90) days written notice.

4.06 DIRECTOR AND OFFICER LIABILITY: None of the directors or officers of the Condominium Association whether elected or designated by the Declarant shall be personally liable to the Owners or the Condominium Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Condominium Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Condominium Association or others arising out of contracts made by or other acts of the directors and the officers on behalf of the Owners or the Condominium Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding,

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whether civil, administrative, or other, in which a director or officer may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer.

4.07 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Condominium Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the total votes represented by all Voting Members to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Condominium Association to enforce the provisions of this Condominium Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover unpaid assessments or other charges or to foreclose a lien for unpaid assessments or other charges) or (b) counterclaims brought by the Condominium Association in proceedings instituted against it.

4.08 BUILDING COMMITTEES As provided for in the Declaration and more fully discussed in Article V of By-Laws, a Building Committee shall have the following powers and duties:

- (1) To consult with the Board in the preparation of the proposed annual budget for the Building which is represented by such Building Committee, as applicable, as provided for in the Declaration;
- (2) To suggest to the Board rules and regulations for the use and enjoyment of such Building;
- (3) To consult with or suggest to the Board or at the Board's request, to initiate or approve, proposed repairs, alterations or improvements to such Building, as applicable, and/or the levying of special assessments relating thereto; and
- (4) To generally consult with the Board concerning matters relating to such Building, as applicable, including expenditures for Limited Common Elements of such Building.

## ARTICLE FIVE Insurance/Condemnation

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5.01 HAZARD INSURANCE: The Board shall have the authority to and shall obtain insurance for the Condominium Property against loss or damage by fire and such other hazards as may be required under the Act, as the Board may deem desirable, or as reasonably required by First Mortgages, for the full insurable replacement cost of the Common Elements and the Units. Anything herein to the contrary notwithstanding, unless otherwise determined by the Board or required by the Act, the insurance obtained by the Condominium Association shall only cover restoration of a Unit to the condition the Unit would have been in if the Unit were decorated and finished with the floor, wall and ceiling coverings, decorating, fixtures and furnishings which were originally offered by the Declarant as part of the base purchase price for the Unit ("Standard Items") and shall not include any Improvements and Betterments. For purposes hereof "Improvements and Betterments" are hereby defined to consist of and include any decorating, fixtures and furnishings installed or added to and located within the boundaries of the Unit, including, without limitation, electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets, where such items were installed by, or at the request of, the Owner of the Unit in addition to, or as an upgrade from, the Standard Items; however, Improvements and Betterments shall not be deemed to include the replacement of a Standard Item which is of comparable quality to the Standard Item which was replaced. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Owners in accordance with their Undivided Interests. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Owner, (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable if the Owners elect to sell the Condominium Property or remove the Condominium Property from the provisions of the Act (iv) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Unit Ownership, (v) shall contain waivers of subrogation with respect to the Condominium Association and its directors, officers, employees and agents (including the managing agent), Owners, occupants of the Unit, First Mortgagees, the Declarant and shall name all such parties and the Municipality as additional insured parties as their interests may appear, and (vi) shall comply with applicable requirements of the Act and of Fannie Mae.

5.02 INSURANCE TRUSTEE/USE OF PROCEEDS: The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Condominium Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Unit so destroyed. The rights of First Mortgagees under any standard mortgage clause



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endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act and this Condominium Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Units or Common Elements. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board 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 under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

5.03 OTHER INSURANCE: The Board shall also have the authority to and shall obtain such other insurance as the Board deems necessary or appropriate or which is required under the Act or under applicable requirements or guidelines of Fannie Mae, including, without limitation, the following:

(a) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Condominium Property or upon, in or about the streets, private drives and passageways and other areas adjoining the Condominium Property, in such amounts as the Board shall deem desirable (but not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence).

(b) Such workers compensation insurance as may be necessary to comply with applicable laws.

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

(d) Fidelity bond indemnifying the Condominium Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Condominium Association or of any other person handling the funds of the Condominium Association, the Board or the Owners in such amount as the Board shall deem desirable or as required by the Act or the applicable requirements of Fannie Mae.

(e) Directors and officers liability insurance.

(f) Such insurance shall be in such amounts and with such deductible amounts as are required by applicable law or the requirements of Fannie Mae and shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Condominium Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expenses.

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**5.04 OWNER'S RESPONSIBILITY:** Unless expressly advised to the contrary by the Board, each Owner shall obtain his own insurance on the Improvements and Betterments within the Owner's Unit (as defined in section 5.01) and the contents of the Owner's Unit and furnishings and personal property therein, and the Owner's personal property stored elsewhere on the Condominium Property, and the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Except as expressly determined by the Board, the Board shall not be responsible for obtaining insurance on Improvements and Betterments and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Unit to a condition better than the condition existing prior to the making or installation of Improvements and Betterments.

**5.05 WAIVER OF SUBROGATION:** The Condominium Association and each Owner hereby waive and release any and all claims which it or he may have against any other Owner, the Condominium Association, its directors and officers, the Declarant, the manager and the managing agent, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

**5.06 REPAIR OR RECONSTRUCTION:**

(a) In the case of damage by fire or other disaster to a portion of the Condominium Property (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Condominium Association to repair or reconstruct the Damaged Improvement.

(b) In the case of damage by fire or other disaster to a portion of the Condominium Property where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement as provided under the Act or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting, the Board shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

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(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Board under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Damaged Improvement shall be repaired or reconstructed. If the Voting Members do not vote to repair or reconstruct the Damaged Improvement within 180 days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion Record a notice as permitted under the Act.

(5) If (i) the Voting Members do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, and (ii) the Board does not Record a notice as permitted under the Act, then the Board may, with the consent of Owners representing 75% of the Undivided Interests of Units and First Mortgagees representing 75% of the Units (by number) subject to First Mortgages, amend this Condominium Declaration to withdraw the Property from the Act as permitted under the Act. If the Property is withdrawn, then the amendment shall provide that the Property shall be owned by the Owners of Units as tenants-in-common with each Owner's interest being determined based on the relative Undivided Interests of the Units prior to the withdrawal. The payment of just compensation, or the allocation of any insurance or other proceeds shall be made to the Owners and First Mortgagees, as their interests may appear, on an equitable basis, determined by the Board, as provided in the Act. From and after the effective date of the amendment referred to above in this paragraph, the Owner of a Unit located in the Property which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Unit if the amendment had not been Recorded.

(c) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Condominium Property as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(d) If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the Building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board.

## 5.07 CONDEMNATION:

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(a) In the case of a taking or condemnation by competent authority of any part of the Condominium Property, the Condominium Association shall, if necessary, restore the improvements in the remaining portion of the Condominium Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards paid to the Condominium Association shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Common Expenses or (ii) distributed to the remaining Owners and their respective First Mortgagees, as their interests may appear, based on their current Undivided Interests. Each Owner appoints the Condominium Association as attorney-in-fact for the purpose of representing him in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any part thereof.

(b) In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Condominium Declaration and the Act and the court which has jurisdiction of the action shall adjust the Undivided Interests of the remaining Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Condominium Association shall execute and Record an instrument on behalf of the Condominium Association as required by the Act which amends this Condominium Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the Undivided Interests as a result of an occurrence covered by this Section. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Unit which is removed in part or in whole from the provisions of this Condominium Declaration shall only be liable for the payment of assessments based on the Undivided Interest, if any, allocated to the Unit in the amendment.

## ARTICLE SIX Assessments

6.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant, for each Unit Ownership, hereby covenants, and each Owner of a Unit Ownership, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Condominium Association such assessments or other charges or payments as are levied pursuant to the provisions of this Condominium Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Unit Ownership and shall be a continuing lien upon the Unit Ownership against which each such assessment is made. Each such assessment, or other charge or payment, together with such interests and costs, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the assessment or other charge or payment is due.

6.02 PURPOSE OF ASSESSMENTS: The assessments levied by the Condominium Association shall be exclusively for the purposes of promoting the recreation, health, safety, and

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welfare of members of the Condominium Association, to administer the affairs of the Condominium Association, and to pay the Common Expenses consistent with Article THREE herein.

6.03 ASSESSMENTS: Each year at least sixty (60) days before the end of the Condominium Association's fiscal year, and at least thirty (30) days before final adoption thereof, the Board shall furnish each Owner with a proposed budget for the ensuing fiscal year which shall show the following, with reasonable explanations and itemizations:

- (a) The estimated Common Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Common Expenses;
- (c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;
- (d) The amount of the "Annual Assessment", which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above, minus excess funds, if any, from the current year's operation;
- (e) That portion of the Annual Assessment which shall be payable by the Owner with respect to his Unit each month until the next Annual Assessment or revised Annual Assessment becomes effective, which monthly portion shall be equal to one twelfth (1/12th) of the Annual Assessment multiplied by the Unit's Undivided Interest;
- (f) The estimated expenses associated with Building Limited Common Elements and Exclusive Limited Common Elements in the manner described in Article THREE herein.

6.04 PAYMENT OF ASSESSMENTS: On or before the first day of the fiscal year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner of a Unit shall pay to the Condominium Association, or as it may direct, that portion of the Annual Assessment which is payable by such Owner. Anything herein to the contrary notwithstanding, prior to the first conveyance of a Unit by Declarant to a bona fide purchaser for value, all expenses relating to the administration, operation, maintenance, repair and replacement of the Condominium Property shall be paid by the Declarant and during such period there shall be no Annual Assessments or other assessments payable to the Condominium Association.

6.05 REVISED ASSESSMENT: If the Annual Assessment proves to exceed funds reasonably needed, then the Board may decrease the assessments payable under Section 6.03 as of the first day of a month by the giving of written notice thereof (together with a revised budget

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for the balance of the year and reasons for the decrease) not less than ten (10) days prior to the effective date of the decreased assessment.

6.06 SPECIAL ASSESSMENT: The Board may levy a special or separate assessment (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Condominium Association for a specific purpose including, without limitation, to make major repairs, additions, alterations or improvements to the Common Elements and/or Building Limited Common Elements, or (ii) to cover an unanticipated deficit under the current or prior year's budget. If required under the Act, a separate or special assessment shall be approved, in advance, by action of the Unit Owners. Each Owner shall be responsible for the payment of the amount of the special assessment multiplied by his Unit's Undivided Interest and/or as consistent with Article THREE herein. The Board shall serve notice of a separate or special assessment on all Owners who will be required to pay such separate or special assessment by a statement in writing giving the amount and reasons therefor, and the separate or special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the current or prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.07 ANNUAL REPORT: Within a reasonable time after the close of the Condominium Association's fiscal year, the Board shall furnish each Owner with an itemized account of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portions of the Common Expenses for such fiscal year were incurred or paid for capital expenditures or repairs or the payments of real estate taxes, if any, and with a tabulation of the amounts collected for the Annual Assessment and showing the net excess or deficit of income over expenditures, plus reserves.

6.08 CAPITAL RESERVE: The Condominium Association shall segregate and maintain a special reserve accounts to be used solely for making capital expenditures in connection with the Common Elements and Building Limited Common Elements, including a reserve fund for replacements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and Building Limited Common Elements and equipment owned by the Condominium Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements and Building Limited Common Elements or the purchase of equipment to be used by the Condominium Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Annual Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Elements and Building Limited Common Elements shall be held by the Condominium Association as agent and trustee for the Owners of Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Condominium Association by the Owners. The budgets which will be adopted from time to time by the Boards appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Boards elected by

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the Unit Owners after the Turnover Date may use different approaches from those used by Boards appointed by the Declarant for the buildup of reserves or, as permitted under the Act, may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Common Elements and Building Limited Common Elements. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Condominium Association or the Unit Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power (subject to the procedural requirements of the Act, this Declaration or the Bylaws) to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Annual Assessments, separate assessments or special assessments.

**6.09 INITIAL CAPITAL CONTRIBUTION:** Upon the closing of the sale of each Unit by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Condominium Association in an amount equal to (i) three (3) monthly installments of the then current year's Annual Assessment, and (ii) the current annual fire and extended coverage insurance premium allocable to the Unit, which amounts shall be held and used by the Condominium Association for its working capital needs (and not as an advance payment of the Annual Assessment). In addition, the purchasing Owner shall pay to the Condominium Association the sum of One Hundred Dollars (\$100.00), which shall be added to the Capital Reserve.

**6.10 NON-PAYMENT OF ASSESSMENTS:** Any assessments or other charges or payments which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within thirty (30) days after the due date, it shall bear interest at eighteen percent (18%) per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such assessment or other charge or payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may in its discretion charge reasonable late fees for the late payment of assessments or other charges. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by nonuse, abandonment or transfer of his Unit.

**6.11 CONDOMINIUM ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES:** The lien on each Unit Ownership provided for in Section 6.01 for assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership Recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Section 6.01 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure of a First Mortgage, such transfer of title shall to the extent permitted by law extinguish the lien for

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any assessments or other charges or payments under Section 6.01 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership as provided in Section 6.01. If for any reason the Owner of a Unit is permitted to remain in possession of his Unit during the pendency of a foreclosure action with respect to the Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

6.12 STATEMENT OF ACCOUNT: Upon seven (7) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the Owner as of the date of the statement. The statement shall be executed by a duly authorized officer or agent of the Condominium Association and shall be binding on the Condominium Association.

## ARTICLE SEVEN Remedies for Breach or Violation

7.01 SELF-HELP BY BOARD: Subject to the provisions of Section 7.05, in the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, this Condominium Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days prior written notice, shall have the right to enter upon that part of the Condominium Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach, provided, however, that where the violation or breach involves an improvement located within the boundaries of a Unit, judicial proceedings shall be instituted before any items of construction can be altered or demolished. Any and all expenses in connection with the exercise of the right provided by this section shall be charged to and assessed against the violating Owner.

7.02 INVOLUNTARY SALE: Subject to the provisions of Section 7.05, if any Owner (either by his own conduct or by the conduct of any Resident or occupant of a Unit) shall violate any of the covenants or restrictions or provisions of this Condominium Declaration, the By-Laws, or the rules or regulations adopted by the Board, and such violations shall not be cured within thirty (30) days after notice in writing from the Board, or shall re-occur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit, and thereupon an action may be filed by the Board against said defaulting Owner for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Condominium Property shall be sold



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(subject to the lien of any existing mortgage) at a judicial sale upon such notice and other terms as the court shall determine equitable. 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 said defaulting Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Unit so purchased subject to this Condominium Declaration.

7.03 FORCIBLE DETAINER: In the event that an Owner is delinquent in payment of his proportionate share of the Common Expenses or any other charges or payments required to be paid by the Owner hereunder, the Board shall have the right to take possession of the Owner's Unit and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer" (as may be recodified), as provided in the Act.

7.04 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, in the event of a violation by an Owner of the Act, this Condominium Declaration, the By-Laws, or rules and regulations of the Board, the Board may levy reasonable fines or the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Condominium Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

7.05 ENFORCEMENT BY THE BOARD: Prior to the imposition of any fine and concurrently with the sending of a notice described in Section 7.01 and 7.02, the Board shall notify the Owner or Resident, as the case may be, in writing of the violation of the rule or regulation and the Board's proposed remedy. Any Owner or Resident who receives such notice may, within three (3) days after receipt of such notice, demand a hearing before the Board or its authorized committee. At such hearing a member of the Board shall present to the Owner or Resident the grounds for the notice and the Owner or Resident shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Board or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the Owner or Resident demands a hearing as herein provided, such hearing shall be held within thirty (30) days after the Board receives the demand and no action shall be taken by the Board until the hearing has been held and notice of the decision of the Board or its authorized committee and the terms thereof has

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been delivered to the Owner or Resident. The decision of the Board or its authorized committee shall be rendered within three (3) days after the hearing and such decision shall be final and binding on the parties.

**7.06 COSTS AND EXPENSES:** All expenses incurred by the Board in connection with the enforcement of the provisions of this Condominium Declaration or in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the contract rate of interest then permitted in Illinois until paid but not to exceed eighteen percent (18%) per annum, shall be charged to and assessed against the defaulting Owner, and the Condominium Association shall have a lien for all the same upon such Owner's Unit Ownership, as provided in Section 6.01.

**7.07 ENFORCEMENT BY OWNERS:** Enforcement of the provisions contained in this Condominium Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Unit Ownership to enforce any lien created hereunder.

## ARTICLE EIGHT

### Annexing Additional Property

**8.01 IN GENERAL:** Declarant reserves the right, from time to time prior to ten (10) years from the date of Recording of this Condominium Declaration, to add portions of the Development Area to the Condominium Property and submit such portions to the Act and this Declaration by Recording a supplement to this Condominium Declaration (a "Supplemental Condominium Declaration"), as hereinafter provided. For the purposes of this Article, any portion of the Development Area which is made subject to the Act and this Condominium Declaration as part of the Condominium Property by a Supplemental Condominium Declaration shall be referred to as "Added Property", any Units in the Added Property shall be referred to as "Added Units". In making Added Property subject to the Act and this Condominium Declaration, the following shall apply:

(a) Added Property may be made subject to the Condominium Declaration at different times; there is no limitation on the order in which Added Property may be made subject to this Condominium Declaration; and no particular portion of the Development Area must be made subject to this Condominium Declaration. Without limiting the foregoing, portions of the Building may be made part of the Condominium Property on a floor by floor basis.

(b) The maximum number of Units which may be made subject to this Condominium Declaration is 150.

(c) Any Added Units which are made subject to this Condominium Declaration pursuant to this Article shall be compatible with or of substantially the same style, floor

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plan, size and quality as the Units planned to be made subject to this Condominium Declaration, as shown on Declarant's then current plan for the condominium.

8.02 POWER TO AMEND: In furtherance of the foregoing, Declarant reserves the right to Record a Supplemental Condominium Declaration, at any time and from time to time prior to ten (10) years from the date of Recording of the Condominium Declaration, which amends Exhibits B, C and D hereto, subject to the following limitations:

(a) Exhibit B may only be amended to add portions of the Development Area to Exhibit B;

(b) Exhibit C may only be amended so that the Plats which make up Exhibit C describe all of the Condominium Property, including the Added Property, identify every Unit, including the Added Units, as provided by the Act;

(c) Exhibit D may only be amended to reflect the addition of the Added Units, to assign to each Added Unit an Undivided Interest, and to reassign an Undivided Interest to each Unit shown on Exhibit D immediately prior to the Recording of such Supplemental Condominium Declaration. It is currently anticipated that 150 Units may be made subject to this Condominium Declaration as part of the Condominium Property. The Undivided Interest of each Unit, including each Added Unit, shall be determined based on the relative value of the Unit, as required under the Act.

8.03 EFFECT OF AMENDMENT: Upon the Recording of a Supplemental Condominium Declaration by the Declarant which makes Added Property subject to this Condominium Declaration, as provided in this Article, then:

(a) The restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Property (including the Added Units) and inure to the benefit of and be the personal obligation of the Owners of Added Units in the same manner, to the same extent, and with the same force and effect that this Condominium Declaration applies to the Condominium Property and Owners of Units which were initially subjected to this Condominium Declaration;

(b) Every Person who is an Owner of an Added Unit shall be a member of the Condominium Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of existing Units;

(c) Until the effective date of the next annual or revised budget, each Owner of an Added Unit shall pay a monthly assessment equal to the ratio of the Undivided Interest of the Added Unit to the Undivided Interest of an existing Unit multiplied by the monthly assessment then in effect with respect to the existing Unit; provided, that, the Owner of an Added Unit shall not be required to pay any installment of a special assessment levied to cover a deficit under a prior year's budget;

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(d) The amount of the lien for assessments, charges or payments levied against an existing Unit Ownership prior to the Recording of the Supplemental Condominium Declaration shall not be affected.

8.04 PARTIAL BUILDING: If from time to time or at any time not all of the Building is made part of the Condominium Property, then until the balance of the Building is made part of the Condominium Property, the following shall apply:

(a) The portion or portions of the Building which are not yet part of the Condominium Property will be referred to herein as the "Unadded Portions of the Building".

(b) Declarant shall be responsible for maintaining, repairing, replacing and operating, at its own expense, the Unadded Portions of the Building including portions thereof which serve both the Condominium Property and Unadded Portions of the Building; provided, however, that the Condominium Association shall provide for the maintenance of the elevators and related equipment which serve the Building.

(c) The Declarant, as owner of the Unadded Portions of the Building, shall have a non-exclusive easement of access over and across the Common Elements to and from the Unadded Portions of the Building.

(d) The Condominium Association and each Owner shall have a non-exclusive easement over the corridors, stairways and elevators shafts and elevators located in the Unadded Portions of the Building for access to and from the Condominium Property.

(e) Each Owner, the Declarant, and the Condominium Association shall have a non-exclusive easement in and to all structural members, footings, caissons, foundations, columns and beams which are part of the Building for support of improvements and structures which are part of the Building.

(f) At any time or from time to time the Condominium Property may share a common wall, floor divider or other barrier with improvements which are part of the Unadded Portions of the Building. Any such common wall, floor divider or other barrier shall constitute and be a "Party Wall" and the Condominium Association and Declarant (each "Adjacent Entities") shall have the obligation and be subject to the provisions of this Section and, to the extent not inconsistent herewith, the general rules of law regarding party walls. Each Adjacent Entity shall have the right to use the Party Wall for support of the structure constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit and ducts originally located therein and all replacements thereof. If any Party Wall is damaged or destroyed by reason of any act or omission committed or caused, or resulting from a condition existing, caused or permitted to exist, by an Adjacent Entity whether such act, omission or condition is the result of willfulness, neglect or accident, such Adjacent

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Entity shall diligently proceed to rebuild or repair the Party Wall to as good a condition as in which such Party Wall existed prior to such damage or destruction, without costs therefor to the other Adjacent Entity, as promptly as is reasonably possible. Any Party Wall damaged or destroyed by some act, event or condition, other than as above described, shall be rebuilt or repaired by both Adjacent Entities to as good a condition as in which such Party Wall existed prior to such damage or destruction at the joint and equal expense of such Adjacent Entities, and as promptly as is reasonably possible. If an Adjacent Entity proposes to modify or otherwise make additions to the structure of a Party Wall in any manner which requires the extension, alteration or modification of the Party Wall, it shall first obtain the written consent of the other Adjacent Entity; provided that the Declarant shall have the right and power to modify any Party Wall as it deems appropriate, without the approval of any Adjacent Entity.

(g) The Declarant shall maintain insurance against loss or damage by fire and other risks and hazards in an amount not less than the full insurable replacement cost of improvements in the Unadded Portions of the Building, which may be what is commonly referred to as "builder's risk" insurance.

(h) In consideration of the Condominium Association furnishing the maintenance, repairs and replacements provided for in Section 3.01 and paying the cost of furnishing water, sewer, electricity, heating, air conditioning and other utility services to the Building, including the Unadded Portions of the Building, the Declarant shall pay certain amounts to the Condominium Association as provided in this Subsection. For purposes hereof a "Shared Cost" shall include any of the following costs which are not separately metered or charged to the Declarant with respect to the Unadded Portions of the Building from time to time: the cost of water service, sewer service, electricity, heat, air conditioning and other utility services to the Building. The Declarant shall pay to the Condominium Association the Cost Sharing Percentage (defined below) of each Shared Cost based on the Cost Sharing Percentage in effect when each Shared Cost is incurred, regardless of when the Shared Cost is paid. For purposes hereof, the Cost Sharing Percentage shall be a fraction, the numerator of which shall be the number of Units closed in a particular Building and the denominator of which shall be the total number of proposed units in the Building.

(i) All Unadded Portions of the Building shall be made part of the Condominium Property within ten (10) years after this Condominium Declaration is Recorded.

## ARTICLE NINE Amendments

9.01 SPECIAL AMENDMENT: Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Condominium Declaration at any time and from time to time which amends this Condominium Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing

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Administration, the Veterans 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 Condominium Declaration into compliance with the Act, (iv) to correct errors, omissions, inconsistencies or ambiguities in this Condominium Declaration or any Exhibit thereto or any supplement or amendment thereto, or (v) to amend Exhibit A to include additional real estate and to amend Section 1.29 to reflect the fact that additional Units may be added to the Condominium Property. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and Record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a portion of the Development Area.

9.02 AMENDMENT BY OWNERS: Subject to the provisions of Article Eight, Section 9.01 and Article Ten, and except as otherwise provided in Sections 5.06 and 5.07 and the Act, the provisions of this Condominium Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of Voting Members (either in person or by proxy), or by an instrument executed by Owners, representing at least sixty-seven percent (67%) of the Undivided Interests; except that (i) the provisions relating to the rights of Declarant may be amended only upon the written consent of the Declarant and (ii) the provisions of Article Ten and the provisions of this Article may be amended only with the written consent of Eligible Mortgagees as provided in Section 10.02. No amendment shall become effective until Recorded.

9.03 APPROVAL OF MUNICIPALITY: Notwithstanding anything to the contrary contained in this Condominium Declaration, without the express prior written consent of the Municipality, neither the Declarant nor the Condominium Association shall make any change or modification to this Condominium Declaration which materially amends the terms and provisions concerning: (i) the Municipality's right of entry onto and maintenance of the Condominium Property and its right to place liens thereon; (ii) the obligation of Declarant or the Condominium Association to own and maintain the non-dedicated portions of the storm water management facilities and drainage systems located on the Condominium Property; (iii) the obligation of the Declarant or the Condominium Association to provide snow removal for driveways serving Units and sidewalks serving the development located within the dedicated right-of-way and to store excess snow in appropriate off-street locations; (iv) the obligation of Condominium Association approval prior to seeking and obtaining the issuance of any appropriate permits or variations from the Municipality; and (v) the obligation that Owners comply with all applicable ordinances, codes and regulations of the Municipality.

## ARTICLE TEN

### Rights of First Mortgagees

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10.01 NOTICE TO FIRST MORTGAGEES: Each Owner shall notify the Condominium Association of the name and address of his First Mortgagee or its servicing agent, if any, and shall promptly notify the Condominium Association of any change in such information. The Condominium Association shall maintain a record of such information with respect to all Units. Each First Mortgagee shall have the right to examine the books and records of the Condominium Association at any reasonable time and to have an audited statement of the Condominium Association's operations prepared for a fiscal year at its own expense. Upon the specific written request of a First Mortgagee to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Condominium Declaration by the Condominium Association to the Owner of the Unit covered by the First Mortgagee's First Mortgage;

(b) Any audited or unaudited financial statements of the Condominium Association which are prepared for the Condominium Association and distributed to the Owners;

(c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;

(d) Notice of any proposed action which would require the consent of a specified percentage of Eligible Mortgagees pursuant to Section 10.02;

(e) Notice of the decision of the Owners to make any material amendment to this Condominium Declaration, the By-Laws, or the Articles of Incorporation of the Condominium Association;

(f) Notice of substantial damage to or destruction of any Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);

(g) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium Property;

(h) Notice of any default of the Owner of the Unit which is subject to the First Mortgagee's First Mortgage, where such default is not cured by the Owner within thirty (30) days after the giving of notice by the Condominium Association to the Owner of the existence of the default; or

(i) The right to be treated as an "Eligible Mortgagee" for purposes of Section 10.02.

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(j) Copies of any written notice received by the Association of lapse, cancellation or material change in any insurance policy or fidelity bond carried by the Condominium Association.

The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Condominium Association. Failure of the Condominium Association to provide any of the foregoing to a First Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Condominium Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Condominium Association shall honor the most recent request received.

## 10.02 CONSENT OF ELIGIBLE MORTGAGEES:

(a) In addition to any requirements or prerequisite provided for elsewhere in this Condominium Declaration, the consent of Eligible Mortgagees holding, in the aggregate, First Mortgages on at least sixty-seven percent (67%) of the Unit Ownerships (by number) which are subject to First Mortgages held by Eligible Mortgagees will be required for the Condominium Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Condominium Declaration which changes or adds to provisions of the Condominium Declaration relating to (i) voting rights; (ii) assessments, assessment liens, or the priority of assessment liens; (iii) reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including Limited Common Elements) or rights to their use; (vi) redefinition of any Unit boundaries; (vii) convertibility of Units into Common Elements or Common Elements into Units; (viii) insurance or fidelity bond requirements; (ix) leasing of Units; (x) imposition of any restrictions on an Owner's right to sell or transfer his Unit;

(2) The abandonment or termination of the condominium;

(3) The partition or subdivision of a Unit;

(4) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Condominium Property and except for the encumbrance, sale or transfer of an Undivided Interest in connection with the encumbrance, sale or transfer of a Unit Ownership);

(5) The sale of the Condominium Property;

(6) The removal of a portion of the Condominium Property from the provisions of the Act and this Condominium Declaration;



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(7) The effectuation of a decision by the Condominium Association to terminate professional management and assume self-management of the condominium when professional management had been required hereunder or by an Eligible Mortgagee; or

(8) Restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than as specified in this Condominium Declaration or the use of hazard insurance proceeds for losses to the Condominium Property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of the damaged portion of the Condominium Property;

provided, that, such consent of Eligible Mortgagees will not be required with respect to any action under (1) through (8) above which is permitted under Article Eight hereof.

(b) Whenever required, the consent of an Eligible Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the Eligible Mortgagee within thirty (30) days after making the request for consent by Registered or Certified Mail, Return Receipt Requested.

10.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Property or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Condominium Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided, that, nothing in this Section shall be construed to deny to the Condominium Association the right to apply any such proceeds to repair or replace damaged portions of the Condominium Property or to restore what remains of the Condominium Property after condemnation or taking by eminent domain of a part of the Condominium Property.

10.04 ADMINISTRATOR APPROVALS: Anything herein to the contrary notwithstanding, whenever this Condominium Declaration or the By-Laws provide for the approval or consent of the Department of Veteran's Affairs ("VA"), such approval or consent shall not be required unless the VA (a) has issued its condominium project approval of the Condominium Property and such project approval has not terminated, (b) has issued a guarantee of the First Mortgage on at least one Unit which guarantee is then outstanding, (c) is the owner or holder of a First Mortgage on a Unit or (d) is the Owner of a Unit. Whenever required, such approval or consent shall be deemed granted unless the party seeking the consent or approval is advised to the contrary in writing within thirty (30) days of making the request for consent or approval.

## ARTICLE ELEVEN Declarant's Reserved Rights

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11.01 IN GENERAL: In addition to any rights or powers reserved or granted to the Declarant under the Act, this Condominium Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. In the event of a conflict between the provisions of this Article and any other provisions of this Condominium Declaration or the By-Laws, the provisions of this Article shall govern. Except as otherwise provided in this Article, the rights of Declarant under this Article reserved or granted shall terminate at such time as the Declarant is no longer vested with nor in control title to any portion of the Development Area.

11.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Condominium Property as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model units (including model units which are sold and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Units on the Condominium Property or at other properties in the general location of the Condominium Property which are being offered for sale by the Declarant or any of its affiliates, (iii) to permit prospective purchasers of Units on the Condominium Property or at other locations in the Chicago area, or other guests and invitees of Declarant, to use Parking Spaces assigned to Units owned by the Declarant, all without payment of any fee or charge whatsoever, other than assessments payable by the Declarant with respect to the Units owned by the Declarant and the Parking Spaces appurtenant thereto. The Declarant shall have the power and right to lease and/or sell and convey any Unit owned by the Declarant or any Parking Space appurtenant thereto to any person or entity which it deems appropriate in its sole discretion and it need not comply with the provisions of Section 2.12 or 3.20.

11.03 CONSTRUCTION: Declarant, its agents and contractors shall have the right to come upon the Condominium Property to construct improvements thereon and to make alterations, repairs or improvements to the Condominium Property or the portions of the Development Area not made part of the Parcel and shall have the right to maintain a construction office and store equipment and materials used in connection with such work on the Condominium Property or the portions of the Development Area which have not yet been made part of the Parcel without payment of any fee or charge whatsoever. The rights of the Declarant reserved or granted under this Section shall terminate one (1) year from such time as the Declarant no longer holds or controls title to a portion of the Development Area.

11.04 CONTROL OF BOARD: Until the initial meeting of the Owners (which shall occur no later than the Turnover Date) and the election of the initial Board as provided for in the By-Laws, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act, this Condominium Declaration or the By-Laws shall be held and performed by the Declarant. The Declarant may hold and perform such rights and obligations through the Board which, prior to the Turnover Date, shall consist of three (3) individuals designated by the Declarant from time to time. Prior to the Turnover Date the Declarant may

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appoint from among the Owners non-voting counselors to the Board who shall serve at the discretion of the Declarant.

## ARTICLE TWELVE Rights of the Municipality

12.01 IN GENERAL: In addition to any rights, powers, or easements granted to the Municipality elsewhere in this Declaration, the Municipality shall have the rights, powers, and easements set forth in this Article.

12.02 RIGHTS AND ENFORCEMENT: An irrevocable license and non-exclusive easement is hereby granted to the Municipality and police, fire, water, health and other authorized officials, employees and vehicles of the Municipality, to go upon the Common Elements (and, to the same extent granted to the Condominium Association pursuant to Section 2.09, the Units) at any time and from time to time in order to perform official duties and to enforce this Condominium Declaration and all ordinances of the Municipality, rules and regulations of the Condominium Association, the statutes of the State of Illinois and the United States. In addition, duly designated officials and employees of the Municipality are hereby granted a non-exclusive right and easement to enter upon, on and over the Common Elements in order to maintain, except as otherwise provided hereunder, the landscaping, drainage systems, storm and sanitary sewers, water mains, and any other utility or public service and to correct or eliminate nuisances or violations resulting from the failure by any Owner or the Condominium Association to exercise its maintenance responsibilities. Except in the event of emergency situations, the Municipality shall serve written notice upon the Condominium Association setting forth the manner in which the Condominium Association has failed to comply with its obligations under this Condominium Declaration under any source of law. Said notice shall include a demand that such deficiency be commenced within 30 days from the date such notice is received. If such deficiency has not been commenced within said 30 days or any extension thereof granted by the Municipality, the Municipality may (but shall not be obligated to) exercise said easement by entering the Common Elements and performing such maintenance or repair. The Condominium Association shall reimburse the Municipality for all reasonable expenses incurred by it in performing such maintenance or repair. If the Condominium Association has not reimbursed the Municipality in full for all such expenses incurred within 90 days after receipt of a bill detailing such expenses, then the cost of such maintenance or repair not so reimbursed, together with interest and all reasonable costs of collections, including reasonable attorneys' fees, shall be assessed based on the Undivided Interests assigned to each Unit, and shall become a lien upon each Owner's Unit; provided, that any such lien shall be subordinate to a prior Recorded first mortgage on the Unit. Such lien may be enforced by all methods generally available for the enforcement of liens including foreclosure by an action brought in a like manner as a mortgage or deed of trust lien on real property. The Owner of a Unit may pay any lien against the Unit by paying its allocable share of the amount of such lien, whereupon the Municipality shall promptly deliver to the Owner a release of lien in recordable form. Said easement shall be exercised only to the extent and for such period of time that the maintenance or repair is required to accomplish the purpose hereinabove mentioned. It is the intention of this Section to provide that the obligation for maintenance and repair of those main utility lines which service the Property

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(water, storm sewer and sanitary sewer) shall be borne by the Municipality and that the obligation for maintenance and repair of all other portions of the Common Elements, including those lines which service individual Units (storm sewer, sanitary sewer and water) shall be borne by the Condominium Association. The Condominium Association shall also be responsible for snow removal on sidewalks and driveways located within the dedicated right-of-way intended to serve the Property and its residents. The Municipality shall be under no obligation to exercise the rights herein granted except as it shall determine to be in its best interest. No failure to exercise any right herein granted to the Municipality shall be construed as a waiver of that or any other rights.

12.03 MAINTENANCE: The Condominium Association shall maintain the Common Elements in compliance with all applicable laws, codes, regulations and ordinances of the Municipality and all governmental bodies having jurisdiction over the Property, as such laws and ordinances may be amended and enforced from time to time.

## ARTICLE THIRTEEN Miscellaneous

13.01 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect any liens, charges, rights, benefits and privileges and other provisions of this Condominium Declaration, which shall remain in full force and effect.

13.02 NOTICES: Any notice required to be sent to any Owner under the provisions of this Condominium Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Condominium Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appear on the records of the Condominium Association at the time of such transmittal, or (iii) when personally delivered to his or its Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

13.03 CAPTIONS/CONFLICTS: The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Condominium Declaration. In the event of any conflict between the statements made in the recitals to this Condominium Declaration and the provisions contained in the body of this Condominium Declaration, the provisions contained in the body of this Condominium Declaration shall govern.

13.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Condominium Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the living lawful descendants of George Bush, the former President of the United States at the time of Recording of this Condominium Declaration.

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13.05 TITLE HOLDING LAND TRUST: In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Condominium Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

13.06 ASSIGNMENT BY THE DECLARANT: All rights which are specified in this Condominium Declaration to be rights of the Declarant are assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (including, whether by foreclosure or deed-in-lieu of foreclosure) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No party exercising rights as Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

13.07 WAIVER OF IMPLIED WARRANTY OF HABITABILITY: Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Unit from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Unit and, accordingly, no Owner of a Unit shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

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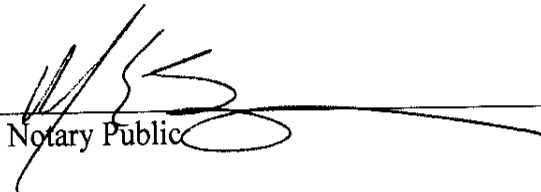


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State of Illinois        )  
                                   ) ss  
 County of Cook        )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that GUIDO C. NERI, personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of Trafalgar Square Condominium, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 18th day of June, 2010.

  
 Notary Public



Property of Cook County Clerk's Office

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## CONSENT OF DECLARANT MORTGAGEE

Cole Taylor Bank, as Mortgagee under Mortgage dated July 28, 2005, recorded and filed with the Recorder's Office of Cook County, Illinois, on July 29, 2005, as Document No. 0521003125, and Assignment of Rents dated July 28, 2005, recorded and filed with the Recorder's Office of Cook County, Illinois, on July 29, 2005, as Document No. 0521003126, Loan Modification Agreement recorded May 2, 2008 as Document No. 0812344001, Loan Modification Agreement recorded September 19, 2008 as Document No. 0826318040, Loan Modification Agreement recorded December 30, 2008 as Document No. 0836529009 and Loan Modification Agreement recorded December 2, 2009 as Document No. 0933635141 hereby consents to the execution and recording of the above and foregoing Amended and Restated Declaration of Condominium, and hereby subordinates said mortgage and assignment of rents to the provisions of the foregoing Amended and Restated Declaration of Condominium and the Condominium Property Act of the State of Illinois (the "Act").

IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be signed on its behalf at Chicago, Illinois, on this 12<sup>th</sup> day of Feb, 2010.

Cole Taylor Bank

By: [Signature]

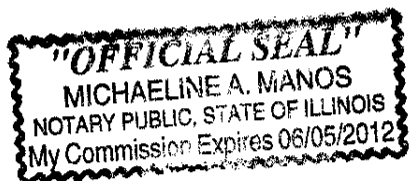
Name: Will Murphy

Its: AVP - Compt

STATE OF ILLINOIS        )  
  )        ss  
COUNTY OF COOK.        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that WILLIAM MURPHY as AVP of Cole Taylor Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such HE, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth:

GIVEN under my hand and seal this 12<sup>th</sup> day of FEBRUARY, 2010.



Michaeline A. Manos  
Notary Public



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EXHIBIT A TO  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
TRAFALGAR SQUARE CONDOMINIUM

The Development Area

PARCEL 1:

LOT 25 IN TRAFALGAR SQUARE, BEING A RESUBDIVISION OF PARTS OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN COOK COUNTY, ILLINOIS ON JULY 25, 2005, AS DOCUMENT NO. 0520644060.

PARCEL 2:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 CONTAINED IN THE DECLARATION OF EASEMENTS FOR TRAFALGAR SQUARE OF MORTON GROVE RECORDED JUNE 30, 2005 AS DOCUMENT 0518102246 FOR ACCESS, INGRESS AND EGRESS OVER AND ACROSS THE "AUSTIN AVENUE EASEMENT AREA" AS DESCRIBED THEREIN.

P.I.N. 10-20-121-038-0000 and 10-20-121-039-0000

c/k/a: 8300 Concord Drive, Morton Grove, Illinois 60053

P.I.N.:10-20-121-038-0000 and 10-20-121-039-0000 (P.I.N. Nos. affect this and other property)

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EXHIBIT B TO  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
TRAFALGAR SQUARE CONDOMINIUM

The Parcel

UNITS 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, AND 615 LOCATED ON THE LAND LEGALLY DESCRIBED AS FOLLOWS:

PARCEL 1: THE SOUTH 390.55 FEET OF LOT 25 IN TRAFALGAR SQUARE, BEING A RESUBDIVISION OF PARTS OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 25, 2005 AS DOCUMENT NUMBER 0520644060, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 CONTAINED IN THE DECLARATION OF EASEMENTS FOR TRAFALGAR SQUARE OF MORTON GROVE RECORDED JUNE 30, 2005 AS DOCUMENT 0518102246 FOR ACCESS, INGRESS AND EGRESS OVER AND ACROSS THE "AUSTIN AVENUE EASEMENT AREA" AS DESCRIBED THEREIN.

c/k/a: 8300 Concord Drive, Morton Grove, Illinois 60057

P.I.N.: 10-20-121-038-0000 and 10-20-121-039-0000 (P.I.N. Nos. affect this and other property)

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EXHIBIT C TO  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
TRAFALGAR SQUARE CONDOMINIUM

Plat of Survey

The Plats of Survey attached to (i) the Declaration of Condominium Ownership For Trafalgar Condominium” with the Cook County Recorder Of Deeds on March 29, 2007 as document number 0708815101, (ii) Supplement No. 1 to the Declaration recorded as document number 0710209097, (iii) Supplement No. 2 to the Declaration recorded as document number 0715622009, and (iv) Supplement No. 3 to the Declaration recorded as document number 0719115121, are all incorporated into this Amended and Restated Declaration by reference.

Property of Cook County Clerk's Office

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## EXHIBIT D TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR TRAFALGAR SQUARE CONDOMINIUM

### Undivided Interests

<u>UNIT</u>	<u>PERCENTAGE OWNERSHIP</u>
201	1.4017%
202	1.2186%
203	1.2311%
204	1.7220%
205	1.2311%
206	1.2186%
207	1.1229%
208	1.7012%
209	1.1229%
210	1.2186%
211	1.5806%
212	1.1728%
213	1.0397%
214	1.1229%
215	1.4017%
301	1.4100%
302	1.2269%
303	1.2394%
304	1.7304%
305	1.2394%
306	1.2269%
307	1.1312%
308	1.7096%
309	1.1312%
310	1.2269%
311	1.5889%
312	1.2311%
313	1.2269%
314	1.1312%
315	1.4100%
401	1.4183%
402	1.2353%
403	1.2477%
404	1.7387%
405	1.2477%
406	1.2353%
407	1.1396%
408	1.7179%
409	1.1396%
410	1.2353%
411	1.5972%

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412	1.2145%
413	1.2353%
414	1.1396%
415	1.4183%
501	1.4266%
502	1.2436%
503	1.2561%
504	1.7470%
505	1.2561%
506	1.2436%
507	1.1479%
508	1.7262%
509	1.1479%
510	1.2436%
511	1.6055%
512	1.2228%
513	1.2436%
514	1.1479%
515	1.4266%
601	1.4558%
602	1.2769%
603	1.2893%
604	1.7969%
605	1.2893%
606	1.2769%
607	1.1853%
608	1.7512%
609	1.1770%
610	1.2769%
611	1.6471%
612	1.2561%
613	1.2769%
614	1.1770%
615	1.4558%
	100.00%

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EXHIBIT E TO  
THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
TRAFALGAR SQUARE CONDOMINIUM

The By-Laws of  
Trafalgar Square Condominium Association  
an Illinois not-for-profit Corporation

ARTICLE I  
NAME OF CORPORATION

The name of this corporation is TRAFALGAR SQUARE CONDOMINIUM ASSOCIATION.

ARTICLE II  
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of this Condominium Association are to act on behalf of its members collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Condominium Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit E to the Declaration of Condominium Ownership for Trafalgar Square Condominium ("Condominium Declaration"). All terms used herein shall have the meanings set forth in the Condominium Declaration.

2.02 POWERS: The Condominium Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Act, the Condominium Declaration and these By-Laws.

2.03 PERSONAL APPLICATION: All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Condominium Property in any manner, shall be subject to the provisions of the Condominium Declaration and these By-Laws. The acquisition or rental of a Unit or the act of occupancy of a Unit will signify that the Condominium Declaration and these By-Laws are accepted, ratified and will be complied with.

ARTICLE III  
OFFICES

3.01 REGISTERED OFFICE: The Condominium Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

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3.02 PRINCIPAL OFFICE: The Condominium Association's principal office shall be maintained on the Development Area or at the office of the managing agent engaged by the Condominium Association.

## ARTICLE IV MEETINGS OF MEMBERS

4.01 VOTING RIGHTS: The Condominium Association shall have one class of membership. There shall be one individual with respect to each Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Unit is one individual then such individual shall be the Voting Member. If the Record ownership of a Unit shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Board, and if in the case of multiple individual Owners no designation is given, then the Board may, at its election, recognize an individual Owner of the Unit as the Voting Member for such Unit. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact and filed with the secretary before the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each Voting Member shall have a vote equal to the Undivided Interest assigned to each Unit which he or she represents.

4.02 PLACE OF MEETING; QUORUM: Meetings of the Owners shall be held on the Condominium Property or at such other place in the County in which the Condominium Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding twenty percent (20%) of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater proportion is required by the Act, the Condominium Declaration or these By-Laws. The affirmative vote of 75% of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Condominium Association; and (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Condominium Association. The affirmative vote of 75% of the votes entitled to be cast shall be required for the purchase or sale of land or of Units on behalf of all Owners.

4.03 ANNUAL MEETINGS: The initial meeting of the Owners shall be held upon not less than twenty-one (21) days' written notice given by the Declarant. If not called earlier by the Declarant, the initial meeting of the Owners shall be held not more than thirty (30) days after the Turnover Date. Thereafter there shall be an annual meeting of the Owners within thirty (30) days from the anniversary date of the initial annual meeting at such time and on such date designated by the Board.

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4.04 SPECIAL MEETINGS: Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Condominium 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, a majority of the Board or by Voting Members representing at least twenty percent (20%) of the votes.

4.05 NOTICE OF MEMBERSHIP MEETINGS: Written notice of any membership meeting shall be mailed or personally delivered and posted conspicuously on the Condominium Property, giving Owners not less than ten (10) nor more than thirty (30) days notice of the time, place, and purpose of the meeting.

## ARTICLE V

### BOARD OF DIRECTORS/ BUILDING COMMITTEES

5.01 IN GENERAL: The affairs of the Condominium Association and the direction and administration of the Condominium Property shall be vested in the Board, which (after the Turnover Date) shall consist of five (5) persons ("Directors"). The Board shall have all of the powers granted to it under the Act, the Condominium Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

5.02 DECLARANT DESIGNATED BOARDS: Anything herein to the contrary notwithstanding, until the first meeting of the Owners after the Turnover Date, the Board shall consist of three (3) individuals from time to time designated by the Declarant. Such individuals may, but need not, be Owners and shall serve at the discretion of the Declarant.

5.03 BOARDS AFTER TURNOVER DATE: At the first meeting of the Owners (which shall be held no later than the Turnover Date) the Voting Members shall elect the initial Board (as provided for in the Act) in the manner hereinafter provided to replace the Declarant designated Board established under Section 5.02. From and after such meeting, each member of the Board shall be an Owner or a Voting Member, or both. Within sixty (60) days after the election of a majority of the Board other than those designated by the Declarant, the Declarant shall deliver to the Board the following documents and others as required by the Act:

(a) Original copies of the Condominium Declaration, these By-Laws, the Condominium Association's Articles of Incorporation and the Condominium Association's minute book.

(b) An accounting of all receipts and expenditures made or received on behalf of the Condominium Association by the Declarant designated Boards.

(c) All Condominium Association funds and bank accounts.

(d) A schedule of all personal property, equipment and fixtures belonging to the Condominium Association including documents transferring the property to the Condominium Association.



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5.04 ELECTION: At each election for members of the Board, each Voting Member for each Unit which he represents shall be entitled to the number of votes equal to the number of Directors to be elected and cumulative voting shall not be permitted; provided that a Resident who is a contract purchaser of a Unit from a contract seller other than the Declarant shall have the right to vote for Directors after the Turnover Date unless such contract seller expressly retains such right in writing. At the initial meeting of the Owners, a full Board of Directors shall be elected, three (3) whom shall serve a two year term and two (2) of whom shall serve a one year term. The candidates receiving the three (3) highest number of votes shall be elected to serve a two year term and the two (2) candidates receiving the next highest number of votes shall each serve a one year term. Thereafter, all Directors shall serve two year terms. Each Director shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A Director may succeed himself in office.

5.05 ANNUAL MEETINGS: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the Owners at such place as shall be fixed by the Directors at the annual meeting of the Owners.

5.06 REGULAR MEETINGS: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided that from and after the Turnover Date, not less than four such meetings shall be held during each fiscal year.

5.07 SPECIAL MEETINGS: Special meetings of the Board may be called by the President or by at least one-third (1/3) of the Directors then serving.

5.08 NOTICE OF BOARD MEETINGS: Notice of each meeting of the Board shall be mailed or personally delivered to each Director at least forty-eight (48) hours prior to the meeting and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each Owner in the same manner as provided in Section 4.05 of these By-Laws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Notice of each meeting of the Board shall also be conspicuously posted on the Condominium Property at least forty-eight (48) hours prior to the meeting.

5.09 OPEN MEETINGS: Each meeting of the Board, to the extent required by law, shall be open to any Owner and, if required under the Act, notice of such meeting shall be mailed or personally delivered and posted conspicuously upon the Condominium Property at least 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. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting.

5.10 QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the

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Board. Except as otherwise expressly provided herein or in the Condominium Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.11 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Director shall be compensated by the Condominium Association for services rendered to the Condominium Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Condominium Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.12 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a majority of the remaining Directors at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

5.13 POWERS AND DUTIES OF THE BOARD: Subject to the provisions of Section 11.04 of the Condominium Declaration, the Board shall have all of the powers and duties granted to it or imposed upon it by the Act, the Condominium Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

(a) Subject to the provisions of Sections 4.05 of the Condominium Declaration, to engage the services of a manager or managing agent to assist the Condominium Association in performing and providing such services as the Condominium Association is required to provide to its members under the Condominium Declaration;

(b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Condominium Association;

(c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Elements and/or Building Limited Common Elements for which the Condominium Association is responsible under the Condominium Declaration and these By-Laws;

(d) To estimate and provide each Owner with an annual budget as provided for in the Condominium Declaration;

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- (e) To set, give notice of, and collect assessments from the Owners as provided in the Condominium Declaration;
- (f) To pay the Common Expenses;
- (g) To adopt rules and regulations as provided in the Condominium Declaration;
- (h) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws;
- (i) To own, convey, encumber, lease, or otherwise deal with Units or other real property conveyed to or purchased by the Condominium Association;
- (j) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Condominium Property; and
- (k) To borrow money and pledge the assets of the Condominium Association, including the right to receive future assessments, as collateral for repayment thereof.

## 5.14 BUILDING COMMITTEES

(a) **IN GENERAL:** As provided in the Declaration, the Mid-Rise Building shall have a Building Committee (such term is defined in the Declaration) and the Townhome Buildings as a whole shall have one Building Committee. Each Building Committee shall consist of three (3) individuals known as "Building Committee Members" or "Members of a Building Committee". For purposes of this Section 5.14, all of the Townhome Buildings shall be deemed to be a single Building.

(b) **COMMITTEES AFTER TURNOVER DATE:** At the turnover meeting, or as soon as practical thereafter the Townhome Buildings are brought into the Association through a supplemental Declaration amendment, the Unit Owners of each Building shall elect a full Building Committee for such Building in the manner hereinafter provided.

(c) **ELECTION:** At each biennial meeting of the Unit Owners thereafter, the Unit Owners in each Building shall elect a full Building Committee; each Member of the Building Committee will serve a two (2) year term. Each member of a Building Committee shall serve until his or her term expires or is terminated or until his successor shall have been elected and qualified. Members of a Building Committee may succeed themselves in office.

(d) **ANNUAL MEETINGS:** Each Building Committee shall hold an annual meeting within ten (10) days after each annual meeting of the Unit Owners at such place as shall be fixed by a majority of the members of such Building Committee.

(e) **REGULAR MEETINGS:** Regular meetings of the Building Committee shall be held at such time and place as shall be determined at the annual meeting or, from time to

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time, by a majority of the Building Committee members.

(f) **NOTICE OF BUILDING COMMITTEE MEETINGS:** Notice of each meeting of a Building Committee shall be mailed, emailed, faxed or personally delivered to each Unit Owner (residing in the Building which is represented by such Building Committee) at least forty-eight (48) hours prior to the meeting.

(g) **QUORUM:** A majority of the Building Committee members serving from time to time shall constitute a quorum for the transaction of business at any meeting of the Building Committee. Any action may be taken upon the affirmative vote of a majority of the Building Committee members present at a meeting at which a quorum is present.

(h) **REMOVAL OR RESIGNATION OF BUILDING COMMITTEE MEMBER:** Any Building Committee member may be removed from office, with or without cause, by action of the Unit Owners who have the right to vote for such Building Committee members at any annual meeting or at a special meeting called for such purpose. Any Building Committee member may resign at any time by submitting his written resignation to such Building Committee and the Board. If a Building Committee member ceases to be a Unit Owner, a successor to fill the unexpired term of a Building Committee member who resigns or is removed may be appointed by a majority of the remaining Building Committee members at any regular meeting or at any special meeting called for such purpose, and any successor so appointed shall serve the balance of his predecessor's term.

(i) **POWERS AND DUTIES OF A BUILDING COMMITTEE:** Subject to the rights and powers reserved to the Declarant in the Declaration, a Building Committee shall have the following powers and duties:

(1) To consult with the Board in the preparation of the proposed annual budget for the Building which is represented by such Building Committee, as applicable, as provided for in the Declaration;

(2) To suggest to the Board rules and regulations for the use and enjoyment of such Building;

(3) To consult with or suggest to the Board or, at the Board's request, to initiate or approve, proposed repairs, alterations or improvements to such Building, as applicable, and/or the levying of special assessments relating thereto;

(4) To generally consult with the Board concerning matters relating to such Building, as applicable, including expenditures for Limited Common Elements of such Building.

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(j) To the extent a specific procedure pertaining to the election, removal, voting procedures, meetings or other administrative matters pertaining to the Building Committees is not expressly set forth in this Section 5.14, then the similar procedures utilized with respect to the Board also shall be utilized with respect to the Building Committees, as necessary, except, in the case of the Building Committees, only the Unit Owners in the Building represented by a particular Building Committee shall have any rights pertaining to such committee.

## ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Condominium Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves in office. The President, Secretary and Treasurer shall be Directors and all other officers may, but need not be, Directors.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of two-thirds (2/3) of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

6.03 POWERS OF OFFICERS: The respective officers of the Condominium Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including without limitation, the following:

- (a) The President shall be the Chief Executive Officer of the Condominium Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Condominium Declaration and these By-Laws, as provided for in the Act, the Condominium Declaration and these By-Laws;
- (b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office and other duties assigned by the Board. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the capacity of President on an interim basis;
- (c) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the corporate seal of the Condominium Association and have charge of such other books, papers and documents as the Board may prescribe, and

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shall be responsible for giving and receiving all notices to be given to or by the Condominium Association under the Act, the Condominium Declaration or these By-Laws;

(d) The Treasurer shall be responsible for Condominium Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Condominium Association books of accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Condominium Association in such depositories as may from time to time be designated by the Board.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

## ARTICLE VII COMMITTEES DESIGNATED BY BOARD

7.01 BOARD COMMITTEES: The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Condominium Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

7.02 SPECIAL COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Condominium Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Condominium Association shall be served by such removal.

7.03 TERM: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 CHAIRMAN: One member of each committee shall be appointed chairman.

7.05 VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

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7.06 QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 RULES: Each committee may adopt rules for its own government not inconsistent with the Condominium Declaration, these By-Laws or with rules adopted by the Board.

## ARTICLE VIII INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS

8.01 EXECUTION OF INSTRUMENTS: The Board may authorize any officer or officers, agent or agents of the Condominium Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Condominium Declaration or these By-Laws which must be executed by the Condominium Association) in the name of and on behalf of the Condominium Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Condominium Association.

8.02 PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Condominium Association shall be signed by such officer or officers, agent or agents of the Condominium Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Condominium Association.

8.03 BANK ACCOUNTS: All funds of the Condominium Association not otherwise employed shall be deposited from time to time to the credit of the Condominium Association in such banks, trust companies or other depositories as the Board shall elect.

8.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Condominium Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Condominium Association.

## ARTICLE IX FISCAL MANAGEMENT

9.01 FISCAL YEAR: The fiscal year of the Condominium Association shall be determined by the Board and may be changed from time to time, as the Board deems advisable.

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9.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with an itemized accounting of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portion of the Common Expenses were incurred or paid for capital expenditures or repairs or the payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the Annual Assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

9.03 ASSESSMENT PROCEDURE: Annual assessments and special assessments shall be made and collected as provided in Article Six of the Condominium Declaration, and the provisions of Article Six are incorporated herein by reference.

## ARTICLE X BOOKS AND RECORDS

The Condominium Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Condominium Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any Owner, or his agent, mortgagee or attorney, for any proper purpose at any reasonable time.

## ARTICLE XI SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois".

## ARTICLE XII AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in Section 9.02 of the Condominium Declaration; provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Condominium Declaration or the Act. These By-Laws may also be amended by the Declarant for the purposes and by the procedure set forth in Section 9.01 of the Condominium Declaration. No amendment to these By-Laws shall become effective until Recorded.



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EXHIBIT F TO  
THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
TRAFALGAR SQUARE CONDOMINIUM

Cost Sharing and Maintenance Declaration

{See Attached}

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

*THIS INSTRUMENT PREPARED  
BY AND SHOULD BE RETURNED  
TO:*

*Brian Meltzer  
MELTZER, PURTILL & STELLE LLC  
1515 East Woodfield Road  
Suite 250  
Schaumburg, Illinois 60173-5431*



**Doc#: 0521003129**  
Eugene "Gene" Moore Fee: \$44.50  
Cook County Recorder of Deeds  
Date: 07/29/2005 04:11 PM Pg: 1 of 11

ABOVE SPACE FOR RECORDER'S USE ONLY

**COST SHARING AND MAINTENANCE DECLARATION**

**Re: Trafalgar Square Detention Area**

This Cost Sharing and Maintenance Declaration ("Declaration") is made by Lennar Communities of Chicago L.L.C., an Illinois limited liability company ("Townhome Parcel Owner") and Trafalgar Square Condominium, LLC, an Illinois limited liability company ("Midrise Parcel Owner"). The Townhome Parcel Owner and Midrise Parcel Owner shall together be the "Declarant".

**RECITALS**

Declarant is the legal title holder of the real estate legally described in Exhibit A attached hereto and designated as the "Development". Townhome Parcel Owner is the legal title holder of that portion of the Development which is designated on Exhibit A attached hereto as the "Townhome Parcel". Midrise Parcel Owner is the legal title holder of that portion of the Development which is designated on Exhibit A attached hereto as the "Midrise Parcel".

The Townhome Parcel Owner intends to record a declaration entitled "Declaration of Condominium Ownership for Trafalgar Square Townhome Condominium" ("Townhome Declaration") with respect to the Townhome Parcel. The Townhome Declaration will provide for the creation of an Illinois not for profit corporation to be known as the Trafalgar Square Townhome Condominium Association ("Townhome Association") to administer the real estate which is made subject to the Townhome Declaration.

Midrise Parcel Owner intends to record a declaration entitled "Declaration of Condominium Ownership for Trafalgar Square Midrise Condominium" ("Midrise Declaration") with respect to the Midrise Parcel. The Midrise Declaration will provide for the creation of an Illinois not for profit corporation ("Midrise Association") to administer the real estate which is made subject to the Midrise Declaration.

The Responsible Entity (defined below) shall be responsible for, among other things, maintaining a detention area, including landscaping and other improvements located thereon, which

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will serve the Development. The Contributing Entity (defined below) will pay a portion of the cost of such maintenance.

Accordingly, the Declarant hereby declares as follows with respect to the Development:

1. For purposes hereof, the term "Covered Maintenance" shall mean the maintenance (including landscape maintenance), repair and replacement of the real estate, and improvements located thereon, which is delineated and designated as the "Detention Area" on Exhibit B attached hereto.

2. For purposes hereof, the term "Responsible Entity" shall be the Townhome Parcel Owner until such time as the Townhome Declaration is recorded and, thereafter, the "Responsible Entity" shall be the Townhome Association.

3. For purposes hereof the term the "Contributing Entity" shall be the Midrise Parcel Owner, until such time as the Midrise Declaration is recorded and, thereafter, the Midrise Association.

4. Prior to the end of each calendar year, the Responsible Entity shall furnish to the Contributing Entity budget of anticipated costs of, and the build up of reserves for, the Covered Maintenance for the upcoming calendar year. The budget shall also take into account and provide for surpluses or shortages under the current year's budget. The Responsible Entity shall keep records of the cost of furnishing Covered Maintenance and, upon request, shall make those records available to the Contributing Entity.

5. The Contributing Entity shall pay the Responsible Entity an amount equal to fifty percent (50%) of the annual budgeted amounts for the Covered Maintenance. Such amount shall be paid periodically, upon demand of the Responsible Entity, but no more frequently than monthly.

6. The Responsible Entity shall at all times maintain the Detention Area in good condition and repair and in compliance with the Maintenance Plan attached as Exhibit C hereto. and shall not obstruct or impede the flow of stormwater run from Midrise Parcel to the Detention Area. The Responsible Entity shall not permit, cause or authorize any modification, alteration or improvement to be made to any portion of the Detention Areas without complying with applicable laws, regulations and rules governing such areas, including, without limitation, the Maintenance Plan. If the Responsible Entity fails to maintain the Detention Area in good condition and repair and in accordance with the Maintenance Plan, then the Contributing Entity may give written notice thereof to the Responsible Entity and, if the Responsible Entity does not cure such failure within thirty (30) days after the giving of such written notice, then the Contributing Entity shall have the right to enter upon the Detention Area and perform necessary maintenance or repairs. In such case, the Responsible Entity shall either reimburse the Contributing Entity for the reasonable cost of such work or the Contributing Entity may off-set the reasonable cost of such work against amounts due from the Contributing Entity to the Responsible Entity.

7. Any amount due by the Contributing Entity to the Responsible Entity, or vice versa, (a "Charge") which is not paid within thirty (30) days after payment is requested hereunder shall bear interest at a rate equal to the "corporate base rate" or similar rate of interest announce from time to time by LaSalle Bank National Association, or its successors-in interest ("Prime Rate"). from the due date to the date when paid. The party to which a Charge is owed may bring an action against the

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other party to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action).

8. An irrevocable license and perpetual non-exclusive easement is hereby granted to the Village of Morton Grove, Illinois (the "Village") and police, fire, water, health and other authorized officials, employees and vehicles of the Village, to go upon the Detention Area at any time and from time to time for the purpose of performance of official duties and for the purpose of enforcing Village ordinances, rules and regulations, and the statutes of the State of Illinois and the United States, and in addition, duly designated officials and employees of the Village are hereby granted a perpetual non-exclusive easement to be exercised in the manner hereafter provided to enter upon, on and over the Detention Area for the purposes of maintaining, except as otherwise provided hereunder, the Detention Area, sanitary sewers, water mains, and any other utility or public services located in the Detention Area (collectively, the "Village Easement"). No use of the Detention Area shall materially interfere with the Village Easement. To the extent the Responsible Entity fails to perform its maintenance and repair obligations hereunder, and except in the event of emergency situations, the Village shall serve written notice upon the Responsible Entity (with a courtesy copy to the Contributing Entity) setting forth the manner in which the Responsible Entity has failed to comply with its obligations under this Declaration. Said notice shall include a demand that such deficiency be cured within thirty (30) days from the date such notice is received. If the cure of such deficiency has not been commenced within said thirty (30) days or any extension thereof reasonably granted by the Village and thereafter diligently pursued to completion, the Village may exercise its Village Easement by entering the Detention Area and performing such maintenance or repair and the Responsible Entity shall reimburse the Village for all expenses incurred by the Village in performing such maintenance or repair. If the Responsible Entity has not reimbursed the Village in full for all such expenses incurred within thirty (30) days after receipt of a bill from the Village detailing such expenses, then the portion of the cost of such maintenance or repair not so reimbursed, together with interest at the Prime Rate plus one percent (1%) and all reasonable costs of collection, including reasonable attorneys' fees, shall be assessed to the Townhome Association and the Midrise Association (collectively "Associations") in equal shares and shall become a lien upon the property of the Associations or the Units or Units described in the respective Declarations for the Associations (collectively "Units") based on the total Undivided Interests assigned to the Units under the Declarations. Such lien may be enforced by all methods generally available for the enforcement of liens, including foreclosure by an action brought in a manner similar to the type of action instituted to foreclose the lien of a mortgage or deed of trust and shall be superior to all other liens, encumbrances and charges other than tax liens as provided by law and the lien of any prior recorded bona fide security device including mortgages or trust deeds; provided, that any such lien shall be subordinate to a prior recorded first mortgage on a Unit. The owner of a Unit may pay any lien assessed against the Unit by paying its allocable share of the amount of such lien, whereupon the Village shall promptly deliver to the owner a release of lien in recordable form; The Village Easement is for the benefit of the Village, but the Village shall be under no obligation to exercise the rights under the Village Easement except as it shall determine to be in its best interest. No failure to exercise any right under the Village Easement shall be construed as a waiver of that or any other rights. The Village, by reason of its performance of any work hereunder, shall not be liable or responsible to the Declarant, the Associations or any party claiming through them, for any losses or damage thereby sustained. It is the intention of this Declaration to provide that the Detention Area

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shall be maintained by the Responsible Entity. Nothing in this Declaration shall be construed to constitute a dedication of any portion of the Detention Area to, or acceptance by, the Village.

9. Notwithstanding anything to the contrary contained in this Declaration, neither the Declarant nor the Associations shall make any change or modification to this Declaration without the express prior written consent of the Village which materially amend the terms and provisions concerning (i) the Village's right of entry onto and maintenance of the Detention Area and its rights to place liens on the property of the Associations or the Owners; (ii) the obligation of the Associations on Owners to obtain Village approval prior to seeking and obtaining the issuance of permits or variations from the Village; and (iii) the obligation that the Associations and Owners comply with all applicable ordinances, codes and regulations of the Village.

10. The terms hereof shall be binding upon such owners from time to time of a portion of the Development, including owners of condominium units and their respective successors and assigns, and shall run with and bind the land.

11. This Cost Sharing and Maintenance Declaration may be amended only by a document executed by the Declarant, the owner or owners of the Townhome Parcel, the Midrise Parcel and the Village; provided, that the Townhome Association shall represent the interests of all owners of portions of the Townhome Parcel and the Midrise Association shall represent the interests of all owners of portions of the Midrise Parcel for purposes of consenting to an amendment hereto. An amendment hereto shall only become effective when it is recorded with the recorder of deeds for Cook County, Illinois.

Dated as of July 26, 2005

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

[SIGNATURES FOLLOW ON IMMEDIATE SUCCEEDING PAGE]

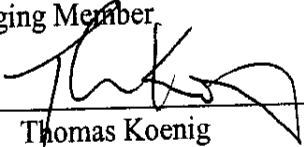
# UNOFFICIAL COPY

**DECLARANT:**

TOWNHOME PARCEL OWNER:

LENNAR COMMUNITIES OF CHICAGO L.L.C.,  
an Illinois limited liability company

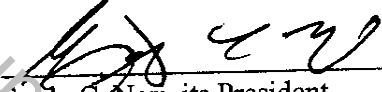
By: Concord Homes Inc., a Delaware corporation, its  
Managing Member

By:   
Thomas Koenig  
Vice President

MIDRISE PARCEL OWNER:

TRAFALGAR SQUARE CONDOMINIUM, LLC, an  
Illinois limited liability company

By: TSCM, Inc., an Illinois corporation, its Manager

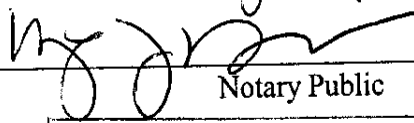
By:   
Guido C. Neri, its President

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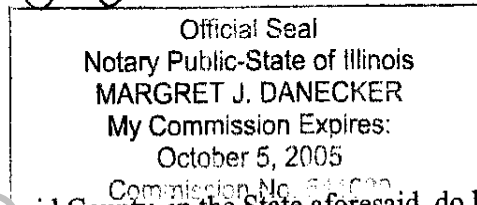
STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas Koenig, personally known to be the same person whose name is subscribed to the foregoing instrument as such Vice President of Concord Homes, Inc., a Delaware corporation, which is the Managing Member of Lennar Communities of Chicago L.L.C., appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 26 day of July, 2005.

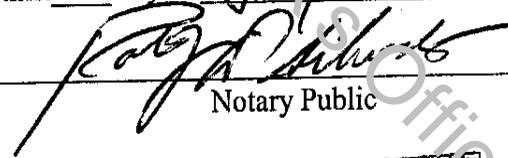
  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.



The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Guido C. Neri, as President of TSCM, Inc., an Illinois corporation, which is the Manager of Trafalgar Square Condominium, LLC, an Illinois limited liability company (the "Company"), personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 28 day of July, 2005.

  
\_\_\_\_\_  
Notary Public



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## EXHIBIT A

### Legal Descriptions

I. DEVELOPMENT:

All Lots in Trafalgar Square, being a re subdivision of Parts of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, pursuant to the plat thereof recorded in Cook County, Illinois, on July 25, 2005, as Document No. 0520644060

II. TOWNHOME PARCEL:

Lots 1 through 24, both inclusive, and Lot A in Trafalgar Square, being a resubdivision of Parts of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, pursuant to the plat thereof recorded in Cook County, Illinois, on July 25, 2005, as Document No. 0520644060

III. MIDRISE PARCEL:

Lot 25 in Trafalgar Square, being a resubdivision of Parts of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, pursuant to the plat thereof recorded in Cook County, Illinois, on July 25, as Document No. 0520644060

CLK/A 6245 LINCOLN  
MORTON GROVE, IL

P.I.N : 10-20-121-021-0000  
10-20-121-022-0000  
10-20-121-023-0000  
10-20-121-024-0000  
10-20-121-026-0000  
10-20-121-027-0000  
10-20-121-029-0000



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## EXHIBIT B

### Detention Area

Lot A in Trafalgar Square, being a resubdivision of Parts of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, pursuant to the plat thereof recorded in Cook County, Illinois, on July 25, 2005, as Document No. 0520644060

C/K/A 6243 LINCOLN, MORTON GROVE  
ILLINOIS

P.I.N. 10-20-121-021-0000

10-20-121-022-0000

10-20-121-023-0000

10-20-121-024-0000

10-20-121-026-0000

10-20-121-027-0000

10-20-121-029-0000

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## EXHIBIT C

### Maintenance Plan

The Responsible Entity shall own, maintain and manage the Detention Area and shall be responsible for the following "Covered Maintenance":

- (A) Grass cutting and added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping located on the Detention Area, per the approved landscaping drawings dated 10/15/04, last revised 1/19/05.
- (B) Installation and continued operation, from May 1<sup>st</sup> through September 30<sup>th</sup>, of two (2) pond aerators, per the approved engineering drawings dated 10/15/04, last revised 3/1/05.
- (C) Monitoring and control of mosquito population on the Detention Area in consultation with experts in mosquito biology. On an annual basis the Responsible Entity shall cause the pond to be (i) treated with an application of a larvicide such as *Bacillus thuringiensis israelensis*, and (ii) stocked with mosquito eating fish such as *Gambusia* and Fat Headed minnows.
- (D) Cleaning and maintenance of storm sewer inlets, outlets and pipes as required by the Village.
- (E) Dredging of pond bottom, if necessary to maintain grading and depth of the pond, per the approved engineering drawing dated 9/1/04 and last revised 3/1/05.
- (F) Maintenance of overflow routes, per the approved engineering drawings dated 9/1/04 and last revised 3/1/05.
- (G) Removal of unwanted algae and plant growth and stocking of fish as necessary to maintain a balanced pond habitat.
- (H) Inspection of pond and removal of all floating debris or debris blocking inlets or outlets and removal of all trash and debris on the Detention Area.
- (I) Inspection and maintenance of fences and signs located on the Detention Area.
- (J) All maintenance, as shall be required hereunder, shall be subject to laws, ordinances and statutes of the Village, the State of Illinois, the United States government, and any other governmental authority which has jurisdiction over the Development.

Beginning within six (6) months of five (5) years from the date of the recording of the Townhome Declaration, and, thereafter, within sixty (60) days of five (5) years from the date of the previous inspection, the Responsible Entity shall cause to be performed, by a registered Civil Engineer in the State of Illinois, an inspection of all of the maintenance and inspection items listed above and will make recommendations for maintenance and, at the reasonable discretion of the Responsible Entity,

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or if required by the Municipality, the Responsible Entity shall cause such maintenance to be performed. A copy of the engineer's inspection and recommendation report will be delivered to the Contributing Entity and to the Village of Morton Grove within sixty (60) days of the date of the inspection.

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**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION****PARCEL 1:**

**LOT 25 IN TRAFALGAR SQUARE, BEING A RESUBDIVISION OF PARTS OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 25, 2005 AS DOCUMENT NUMBER 0520644060, IN COOK COUNTY, ILLINOIS.**

**PARCEL 2:**

**NON-EXCLUSIVE PERPETUAL EASEMENT IN FAVOR OF PARCEL NOTED ABOVE AS CREATED BY DECLARATION OF EASEMENTS FOR TRAFALGAR SQUARE OF MORTON GROVE DATED JUNE 1, 2005 AND RECORDED JUNE 30, 2005 AS DOCUMENT NUMBER 0518102146 MADE BY AND BETWEEN NORTHERN TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 28, 1992 AND KNOWN AS TRUST NUMBER 2051, SEVEN M'S LIMITED PARTNERSHIP-II, AN ILLINOIS LIMITED PARTNERSHIP, LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1987 AND KNOWN AS TRUST NUMBER 6306 AND SEVEN M'S LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, FOR ACCESS, INGRESS AND EGRESS, OVER AND ACROSS THE "AUSTIN AVENUE EASEMENT AREA", AS LEGALLY DESCRIBED ON EXHIBIT D THEREOF.**

Commonly known as: 6245 N. Lincoln Ave., Morton Grove, IL 60053  
 Permanent Index No.: 10-20-121-021; 10-20-121-022; 10-20-121-023; 10-20-121-024;  
 10-20-121-026; 10-20-121-027; 10-20-121-029.

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## EXHIBIT G SECRETARY'S CERTIFICATION

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, Ronna Davis, being duly sworn on oath, do hereby state that:

1. I am the duly elected, qualified and acting Secretary of The Trafalgar Square Condominium Association ("Association").

1. I am the keeper of the corporate records of the Association.

3. This Amended and Restated Declaration for the Trafalgar Square Condominium was duly approved by the affirmative vote of Voting Members (either in person or by proxy), or by an instrument executed by Owners, representing at least sixty-seven percent (67%) of the Undivided Interests, and at least sixty-seven percent (67%) of the Eligible Mortgagees holding First Mortgages.

FURTHER AFFIANT SAYETH NAUGHT.



\_\_\_\_\_  
Ronna Davis, Secretary  
The Trafalgar Square Condominium  
Association

Signed and sworn to me before me  
this 18<sup>th</sup> day of June, 2010

  
\_\_\_\_\_  
Notary Public

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Exhibit "H"

**Trafalgar Square Condominium Association  
Approval of Amended and Restated Declaration  
LEGAL OWNER OF UNIT MUST SIGN; TRUSTEE, OFFICER, INDIVIDUAL**

<b>UNIT</b>	<b>NAME</b>	<b>% OWNERSHIP</b>	<b>I APPROVE THE AMENDMENT</b>
201	ROTH	1.4017%	<i>Jim Roth</i>
202	GOVOSTIS and UHLE	1.2186%	<i>M. Uhle</i>
203	KIEFER/RICHMOND	1.2311%	<i>Rita Kiefer</i>
204	COWEN	1.7220%	<i>Sandra Cowen</i>
205	CRSM (COZZINI)	1.2311%	
206	FARACI	1.2186%	
207	CRSM (COZZINI)	1.1229%	
208	Trafalgar Square, LLC	1.7012%	
209	KIM	1.1229%	
210	DAVIDSON	1.2186%	
211	Trafalgar Square, LLC	1.5806%	
212	Nudelman	1.1728%	<i>Alan Nudelman</i>
213	Trafalgar Square, LLC	1.0397%	
214	SZYPULSKA	1.1229%	
215	GERBER	1.4017%	
301	SCHNEIDER	1.4100%	
302	GIOVANNETTI	1.2269%	
303	HEAVEY	1.2394%	
304	BANKS	1.7304%	<i>Sherry L Banks</i>
305	DICANIO	1.2394%	
306	TADINA	1.2269%	
307	SHULL	1.1312%	<i>Mary Rita Shull</i>
308	Trafalgar Square, LLC	1.7096%	

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Exhibit "H"

**Trafalgar Square Condominium Association  
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LEGAL OWNER OF UNIT MUST SIGN; TRUSTEE, OFFICER, INDIVIDUAL**

309	STACHULA	1.1312%	
310	HADUCA	1.2269%	<i>[Signature]</i>
311	Trafalgar Square, LLC	1.5889%	
312	Trafalgar Square, LLC	1.2311%	
313	DE SAGUN	1.2269%	<i>[Signature]</i>
314	WAI	1.1312%	<i>Sayf Wai</i>
315	SIROTOVSKAYA	1.4100%	<i>Siref</i>
401	LYSENKO/MIKHAILOV	1.4183%	<i>[Signature]</i>
402	DAVIS	1.2353%	<i>Kennel Davis</i>
403	LANDA/DONINA	1.2477%	
404	Trafalgar Square, LLC	1.7357%	
405	KATSOULIAS	1.2477%	
406	HUSCHER	1.2353%	
407	SONG	1.1396%	
408	Trafalgar Square, LLC	1.7179%	
409	KIM	1.1396%	
410	Trafalgar Square, LLC	1.2353%	
411	Trafalgar Square, LLC	1.5972%	
412	Trafalgar Square, LLC	1.2145%	
413	WONG	1.2353%	<i>Susan Wong</i>
414	Trafalgar Square, LLC	1.1396%	
415	BABAYAN	1.4183%	<i>Babayon</i>
501	Trafalgar Square, LLC	1.4266%	
502	PASYA and THALLA	1.2436%	<i>P. Praveen</i>
503	LEE and HONG	1.2561%	<i>[Signature]</i>

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Exhibit "H"

**Trafalgar Square Condominium Association  
Approval of Amended and Restated Declaration  
LEGAL OWNER OF UNIT MUST SIGN; TRUSTEE, OFFICER, INDIVIDUAL**

504	Trafalgar Square, LLC	1.7470%	
505	Trafalgar Square, LLC	1.2561%	
506	JOST	1.2436%	
507	DAVIS	1.1479%	<i>Lead Davis</i>
508	CHAN	1.7262%	<i>Chan</i>
509	Trafalgar Square, LLC	1.1479%	
510	KIM	1.2436%	<i>Joel Kim M</i>
511	Trafalgar Square, LLC	1.6055%	
512	Trafalgar Square, LLC	1.2228%	
513	TRATTLES	1.2436%	
514	Trafalgar Square, LLC	1.1479%	
515	BANDIOLA	1.4266%	<i>Bandiola</i>
601	RESTREPO	1.4558%	<i>Julie + Luis Restrepo</i>
602	JACOBS	1.2769%	<i>Quill Jacobs</i>
603	FU	1.2893%	<i>Zhong Cao</i>
604	JUNG	1.7969%	
605	GOODMAN	1.2893%	
606	GYONDLA	1.2769%	<i>Barbara J. Gyondla</i>
607	KIM	1.1853%	<i>Robert Kim + Jo Kim</i>
608	COORLAS-SAYAD	1.7512%	
609	Trafalgar Square, LLC	1.1770%	
610	SHIN	1.2769%	
611	SHAPIRO	1.6471%	
612	Trafalgar Square, LLC	1.2561%	
613	PAGETT	1.2769%	



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Exhibit 'H'

**Trafalgar Square Condominium Association  
Approval of Amended and Restated Declaration**

**LEGAL OWNER OF UNIT MUST SIGN; TRUSTEE, OFFICER, INDIVIDUAL**

614	GOLDMAN	1.1770%	<i>R Goldman</i>
615	CIOROMSKI TRUST	1.4558%	

Property of Cook County Clerk's Office

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Trafalgar Square Condominium Association

Approval of Amended and Restated Declaration

**LEGAL OWNER OF UNIT MUST SIGN; TRUSTEE, OFFICER, INDIVIDUAL**

MORTGAGE INFO (✓)

UNIT	NAME	% OWNERSHIP	I APPROVE THE AMENDMENT
✓ 201	ROTH	1.4017%	
✓ 202	GOVOSTIS and UHLE	1.2186%	
✓ 203	KIEFER/RICHMOND	1.2311%	
✓ 204	COWEN	1.7220%	
205	CRSM (COZZINI)	1.2311%	<i>[Signature]</i>
206	FARACI	1.2186%	
207	CRSM (COZZINI)	1.1229%	<i>[Signature]</i>
208	Trafalgar Square, LLC	1.7012%	
209	KIM	1.1229%	
210	DAVIDSON	1.2186%	
211	Trafalgar Square, LLC	1.5806%	<i>[Signature]</i>
✓ 212	Nudelman	1.1728%	
213	Trafalgar Square, LLC	1.0397%	<i>[Signature]</i>
214	SZYPULSKA	1.1229%	
215	GERBER	1.4017%	
301	SCHNEIDER	1.4100%	
302	GIOVANNETTI	1.2269%	
303	HEAVEY	1.2394%	
304	BANKS	1.7304%	
305	DICANIO	1.2394%	
306	TADINA	1.2269%	
✓ 307	SHULL	1.1312%	
308	Trafalgar Square, LLC	1.7096%	<i>[Signature]</i>

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

Exhibit "H"

Trafalgar Square Condominium Association

Approval of Amended and Restated Declaration

**LEGAL OWNER OF UNIT MUST SIGN; TRUSTEE, OFFICER, INDIVIDUAL**

309	STACHULA	1.1312%	
✓ 310	HADUCA	1.2269%	
311	Trafalgar Square, LLC	1.5889%	<i>[Handwritten Signature]</i>
312	Trafalgar Square, LLC	1.2311%	
313	DE SAGUN	1.2269%	
314	WAI	1.1312%	
315	SIROTOVSKAYA	1.4100%	
401	LYSENKO/MIKHAILOV	1.4183%	
✓ 402	DAVIS	1.2353%	
403	LANDA/DONINA	1.2477%	
404	Trafalgar Square, LLC	1.7387%	<i>[Handwritten Signature]</i>
405	KATSOULIAS	1.2477%	
406	HUSCHER	1.2353%	
407	SONG	1.1396%	
408	Trafalgar Square, LLC	1.7179%	<i>[Handwritten Signature]</i>
409	KIM	1.1396%	
410	Trafalgar Square, LLC	1.2353%	<i>[Handwritten Signature]</i>
411	Trafalgar Square, LLC	1.5972%	
412	Trafalgar Square, LLC	1.2145%	<i>[Handwritten Signature]</i>
✓ 413	WONG	1.2353%	
414	Trafalgar Square, LLC	1.1396%	<i>[Handwritten Signature]</i>
415	BABAYAN	1.4183%	
501	Trafalgar Square, LLC	1.4266%	<i>[Handwritten Signature]</i>
502	PASYA and THALLA	1.2436%	
503	LEE and HONG	1.2561%	

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Exhibit "A"

Trafalgar Square Condominium Association

Approval of Amended and Restated Declaration

**LEGAL OWNER OF UNIT MUST SIGN; TRUSTEE, OFFICER, INDIVIDUAL**

	504	Trafalgar Square, LLC	1.7470%	<i>[Signature]</i>
	505	Trafalgar Square, LLC	1.2561%	<i>[Signature]</i>
	506	JOST	1.2436%	
✓	507	DAVIS	1.1479%	
✓	508	CHAN	1.7262%	
	509	Trafalgar Square, LLC	1.1479%	<i>[Signature]</i>
✓	510	KIM	1.2436%	
	511	Trafalgar Square, LLC	1.6055%	<i>[Signature]</i>
	512	Trafalgar Square, LLC	1.2228%	<i>[Signature]</i>
-	513	TRATTLES	1.2436%	
	514	Trafalgar Square, LLC	1.1479%	<i>[Signature]</i>
	515	BANDIOLA	1.4266%	
✓	601	RESTREPO	1.4558%	
✓	602	JACOBS	1.2769%	
✓	603	FU	1.2893%	
	604	JUNG	1.7969%	
	605	GOODMAN	1.2893%	
	606	GYONDLA	1.2769%	
✓	607	KIM	1.1853%	
-	608	COORLAS-SAYAD	1.7512%	
	609	Trafalgar Square, LLC	1.1770%	<i>[Signature]</i>
	610	SHIN	1.2769%	
	611	SHAPIRO	1.6471%	
	612	Trafalgar Square, LLC	1.2561%	<i>[Signature]</i>
-	613	PAGETT	1.2769%	

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Exhibit "H"

**Trafalgar Square Condominium Association  
Approval of Amended and Restated Declaration  
LEGAL OWNER OF UNIT MUST SIGN; TRUSTEE, OFFICER, INDIVIDUAL**

<u>UNIT</u>	<u>NAME</u>	<u>% OWNERSHIP</u>	<u>I APPROVE THE AMENDMENT</u>
201	ROTH	1.4017%	
202	GOVOSTIS and UHLE	1.2186%	
203	KIEFER/RICHMOND	1.2311%	
204	COWEN	1.7220%	
205	CRSM (COZZINI)	1.2311%	
206	FARACI	1.2186%	
207	CRSM (COZZINI)	1.1229%	
208	Trafalgar Square, LLC	1.7012%	
209	KIM	1.1229%	
210	DAVIDSON	1.2186%	
211	Trafalgar Square, LLC	1.5806%	
212	Nudelman	1.1728%	
213	Trafalgar Square, LLC	1.0397%	
214	SZYPULSKA	1.1229%	
215	GERBER	1.4017%	
301	SCHNEIDER	1.4100%	
302	GIOVANNETTI	1.2269%	
303	HEAVEY	1.2394%	
304	BANKS	1.7304%	
305	DICANIO	1.2394%	x <i>Melissa Lali'Carri</i>
306	TADINA	1.2269%	
307	SHULL	1.1312%	
308	Trafalgar Square, LLC	1.7096%	

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Exhibit "H"

**Trafalgar Square Condominium Association  
Approval of Amended and Restated Declaration  
LEGAL OWNER OF UNIT MUST SIGN; TRUSTEE, OFFICER, INDIVIDUAL**

<u>UNIT</u>	<u>NAME</u>	<u>% OWNERSHIP</u>	<u>I APPROVE THE AMENDMENT</u>
201	ROTH	1.4017%	
202	GOVOSTIS and UHLE	1.2186%	
203	KIEFER/RICHMOND	1.2311%	
204	COWEN	1.7220%	
205	CRSM (COZZINI)	1.2311%	
206	FARACI	1.2186%	
207	CRSM (COZZINI)	1.1229%	
208	Trafalgar Square, LLC	1.7012%	
209	KIM	1.1229%	
210	DAVIDSON	1.2186%	
211	Trafalgar Square, LLC	1.5806%	
212	Nudelman	1.1728%	
213	Trafalgar Square, LLC	1.0397%	
214	SZYPULSKA	1.1229%	
215	GERBER	1.4017%	
301	SCHNEIDER	1.4100%	
302	GIOVANNETTI	1.2269%	
303	HEAVEY	1.2394%	
304	BANKS	1.7304%	
305	DICANIO	1.2394%	
306	TADINA	1.2269%	x <i>Elizabeth C. Tadina</i>
307	SHULL	1.1312%	
308	Trafalgar Square, LLC	1.7096%	

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Exhibit "H"

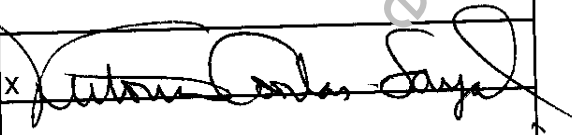
**Trafalgar Square Condominium Association  
Approval of Amended and Restated Declaration  
LEGAL OWNER OF UNIT MUST SIGN; TRUSTEE, OFFICER, INDIVIDUAL**

504	Trafalgar Square, LLC	1.7470%	
505	Trafalgar Square, LLC	1.2561%	
506	JOST	1.2436%	
507	DAVIS	1.1479%	
508	CHAN	1.7262%	
509	Trafalgar Square, LLC	1.1479%	
510	KIM	1.2436%	
511	Trafalgar Square, LLC	1.6055%	
512	Trafalgar Square, LLC	1.2228%	
513	TRATTLES	1.2436%	x <i>Cristina C. Trattles</i>
514	Trafalgar Square, LLC	1.1479%	
515	BANDIOLA	1.4266%	
601	RESTREPO	1.4558%	
602	JACOBS	1.2769%	
603	FU	1.2893%	
604	JUNG	1.7969%	
605	GOODMAN	1.2893%	
606	GYONDLA	1.2769%	
607	KIM	1.1853%	
608	COORLAS-SAYAD	1.7512%	
609	Trafalgar Square, LLC	1.1770%	
610	SHIN	1.2769%	
611	SHAPIRO	1.6471%	
612	Trafalgar Square, LLC	1.2561%	
613	PAGETT	1.2769%	

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Exhibit "H"

**Trafalgar Square Condominium Association  
Approval of Amended and Restated Declaration  
LEGAL OWNER OF UNIT MUST SIGN; TRUSTEE, OFFICER, INDIVIDUAL**

504	Trafalgar Square, LLC	1.7470%	
505	Trafalgar Square, LLC	1.2561%	
506	JOST	1.2436%	
507	DAVIS	1.1479%	
508	CHAN	1.7262%	
509	Trafalgar Square, LLC	1.1479%	
510	KIM	1.2436%	
511	Trafalgar Square, LLC	1.6055%	
512	Trafalgar Square, LLC	1.2228%	
513	TRATTLES	1.2436%	
514	Trafalgar Square, LLC	1.1479%	
515	BANDIOLA	1.4266%	
601	RESTREPO	1.4558%	
602	JACOBS	1.2769%	
603	FU	1.2893%	
604	JUNG	1.7969%	
605	GOODMAN	1.2893%	
606	GYONDLA	1.2769%	
607	KIM	1.1853%	
608	COORLAS-SAYAD	1.7512%	x 
609	Trafalgar Square, LLC	1.1770%	
610	SHIN	1.2769%	
611	SHAPIRO	1.6471%	
612	Trafalgar Square, LLC	1.2561%	
613	PAGETT	1.2769%	



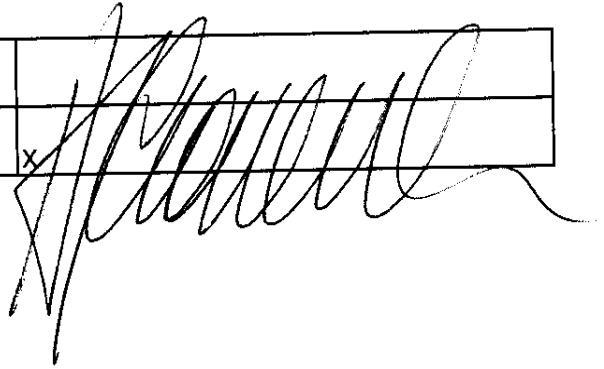
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Exhibit "H"

**Trafalgar Square Condominium Association  
Approval of Amended and Restated Declaration**

**LEGAL OWNER OF UNIT MUST SIGN; TRUSTEE, OFFICER, INDIVIDUAL**

614	GOLDMAN	1.1770%	
615	CIOROMSKI TRUST	1.4558%	X

A large, stylized handwritten signature in black ink is written over the right side of the table and extends downwards.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## CONSENT OF FIRST MORTGAGEE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR TRAFALGAR SQUARE CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR TRAFALGAR SQUARE CONDOMINIUM ASSOCIATION

The undersigned, Wells Fargo Bank, NA, First Mortgagee under Mortgage recorded April 20, 2009 as Document No. 0911050001, for Daniel Huscher, Unit 406, 8300 Concord Drive, Morton Grove, IL 60053, at Trafalgar Square Condominium Association, having reviewed the Amended and Restated Declaration of Condominium Ownership for Trafalgar Square Condominium pursuant to the Condominium Property Act for Trafalgar Square Condominium Association, adopted by the Board of Managers of said Association and approved by of the Owners at the Association, hereby states:

\*This serves as our written request designated in Article Ten section 10.01

  X   First Mortgagee consents to said Amended and Restated Declaration

       First Mortgagee does not consent to said Amended and Restated Declaration

Date: July 08, 2010

Name of First Mortgagee: WELLS FARGO BANK, N.A.

Address of First Mortgagee: Wells Fargo Home Mortgage  
8480 Stagecoach Circle  
Frederick MD 21701, MAC# X3802-03A

Signature:

Lorna L. Slaughter  
Lorna L. Slaughter, Vice President

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## APPROVAL OF FIRST MORTGAGEE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR TRAFALGAR SQUARE CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR TRAFALGAR SQUARE CONDOMINIUM ASSOCIATION

The undersigned, First Mortgagee for Unit 607 at Trafalgar Square Condominium Association, having reviewed the Amended and Restated Declaration of Condominium Ownership for Trafalgar Square Condominium, pursuant to the Condominium Property Act for Trafalgar Square Condominium Association, adopted by the Board of Managers of said Association and approved by of the Owners at the Association, hereby states:

  X  

First Mortgagee approves said Amended and Restated Declaration

First Mortgagee does not approve said Amended and Restated Declaration

Name of First Mortgagee: \_\_\_\_\_

HOYNE SAVINGS BANK  
4780 MILWAUKEE AVENUE

Address of First Mortgagee: \_\_\_\_\_

CHICAGO ILLINOIS 60630-3693

Signature: \_\_\_\_\_

by: *[Handwritten Signature]* PRES.

4-27-10

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## APPROVAL OF FIRST MORTGAGEE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR TRAFALGAR SQUARE CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR TRAFALGAR SQUARE CONDOMINIUM ASSOCIATION

The undersigned, First Mortgagee for Unit **610** at Trafalgar Square Condominium Association, having reviewed the Amended and Restated Declaration of Condominium Ownership for Trafalgar Square Condominium, pursuant to the Condominium Property Act for Trafalgar Square Condominium Association, adopted by the Board of Managers of said Association and approved by of the Owners at the Association, hereby states:

X First Mortgagee approves said Amended and Restated Declaration

       First Mortgagee does not approve said Amended and Restated Declaration

Name of First Mortgagee: U.S. Bank, NA

Address of First Mortgagee: P.O. Box 20009

Owensboro Ky 42304-0005

Signature:

