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**AMENDED AND RESTATED
DECLARATION OF
CONDOMINIUM OWNERSHIP
FOR DEVONSHIRE TERRACE
CONDOMINIUM ASSOCIATION**



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Cook County Recorder of Deeds
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This Amended and Restated Declaration is made and entered into by the Unit Owners and Board of Directors of the Devonshire Terrace Condominium Association, in accordance with Section 27 of the Illinois Condominium Property Act [765 ILCS 605/27] (the "Act") whereby the Board of Directors by a two-thirds (2/3) majority vote can amend the Declaration in order to conform with the Act; and, further, in accordance with Article XIII, Section 7 of Declaration of Condominium Ownership And Of Easements, Restrictions and Covenants For Devonshire Terrace Condominium, certain provisions of the Declaration may be changed, modified or rescinded by the Board and at least three-fourths of the Unit Owners.

This Amended and Restated Declaration of Condominium Ownership was approved on the day of July 31, 2009, by no less than two-thirds (2/3) of the Board of Directors, and is signed and acknowledged by the Board of Directors.

Additionally, this Amended and Restated Declaration of Condominium Ownership was approved by the Unit Owners and is signed and acknowledged by at least three-fourths of the total vote of the Unit Owners.

This Amended and Restated Declaration of Condominium Ownership incorporates and is intended to incorporate all of the changes in the law set forth in the Act implemented since the adoption of the original Declaration. Such changes that supersede provisions of the original Declaration are incorporated herein. To the extent this Amended and Restated Declaration of Condominium Ownership changes or modifies other provisions of the Original Declaration, this Amended and Restated Declaration of Condominium Ownership is not intended to, and does not, change or modify the provisions or substance of the provisions of Article III, Article VI, Section 5 of Article VIII or Section 7 of Article XIII (although said provisions may be set forth herein with different Article or Section numbers).

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WITNESSETH:

WHEREAS, the original developer submitted a certain parcel of real estate, legally described in Exhibit A, to the provisions of the Act, as amended from time to time, and established for all future owners or occupants of the Property certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the developer created the Devonshire Terrace Condominium Association ("Devonshire Terrace") by recording a certain Declaration of Condominium Ownership And Of Easements, Restrictions and Covenants For Devonshire Condominium in the office of the Recorder of Deeds of Cook County on July 16, 1976, as Document Number 23562310 ("original Declaration"); and

WHEREAS, the Declaration was modified by the First Modification To Declaration of Condominium Ownership And Of Easements, Restrictions And Covenants For Devonshire Terrace Condominium, filed with the Recorder of Deeds of Cook County on October 10, 1978, as Document Number 24664032; and

WHEREAS, the Association, by and through its elected Board of Directors desires and intends that all owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the preservation of the value and the harmonious benefits of the Property, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth; and

WHEREAS, since the recording of the Original Declaration in 1976, there have been numerous changes in the law that contradict provisions of the Original Declaration and substantially affects the rights of all residents and owners of Devonshire Terrace; and

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

WHEREAS, Article XIII, Section 7, of the original Declaration also provides that provisions of the Declaration (other than the provisions of Article III, Article VI, Section 5 of Article VIII and Section 7 of Article XIII) may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by three-fourths (3/4ths) of the total vote and containing an affidavit by an officer certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, and that it shall become effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook, County, Illinois; and,

WHEREAS, the Board of Directors and Unit Owners desire to amend, modify or rescind other provisions of the Original Declaration, but not the provisions or substance of the provisions

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of Article III (now Article III, generally), Article VI (now Article VI, generally), Section 5 of Article VIII (now Section 12.10(c)), and Section VII of Article XIII (now Section 12.6), which provisions are hereby included and incorporated in this Amended and Restated Declaration, although the provisions may now be set forth with different Article or Section numbers, as identified in this paragraph (although portions may also be set forth elsewhere), and further that said language set forth in the Original Declaration may be re-written here for purposes of clarity or to comply with the Act, but are not changed in substance;

NOW, THEREFORE, the Board of Directors of the Association, and Unit Owners having at least three-fourths of the total vote of the Association, for the purposes above set forth, adopted this Amended and Rested Declaration to replace the original Declaration, as amended, and DECLARE AS FOLLOWS:

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ARTICLE I DEFINITIONS

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

1.1 ASSOCIATION. Devonshire Terrace, an Illinois not-for-profit corporation.

1.2 BOARD. The parties elected or appointed pursuant to the By-Laws and who are vested with the authority and responsibility of administering the Property.

1.3 BUILDING. The building located on the Parcel, forming a part of the Property and containing the Units, as hereinafter defined, as shown by the surveys depicting the respective Units of said Building.

1.4 BY-LAWS. The provisions for the administration of the Property including, but not limited to, election of the Board, annual meetings, officers, and all other matters related to the operation of the not-for-profit corporation.

1.5 COMMON ELEMENTS. All portions of the Property except the Units.

1.6 COMMON EXPENSES. The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements.

1.7 GUEST. Temporary visitor to the property.

1.8 LIMITED COMMON ELEMENTS. A portion of the Common Elements so designated in the Declaration, the Plat, or as hereinafter defined, or by statutory definition to the extent otherwise provided herein, as being reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof shall be deemed a Limited Common Element.

1.9 MAJORITY OF THE UNIT OWNERS. Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements.

1.10 OCCUPANT. Person or persons, who reside in the Unit together with the Unit Owner.

1.11 ORIGINAL DECLARATION. The Declaration of Condominium Ownership for the Devonshire Terrace Homeowners' Association, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 16, 1976, as Document Number 23562310, which is the instrument by which the Property was submitted to the provisions of the Act, including such

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amendments to this instrument as was adopted pursuant to the terms thereof (to be replaced by this Amended and Restated Declaration).

1.12 PARCEL. The entire tract of real estate above described, submitted to the provisions of the Act, submitted to the Act.

1.13 PARKING AREA. The part of the Common Elements provided for parking automobiles.

1.14 PARKING SPACE. A part of the Property within the Parking Area intended for the parking of a single motor vehicle.

1.15 PARKING SPACE (ASSIGNED). A parking space located in the Parking Area and designated for the exclusive use by the Unit Owner and Occupants of a single Unit. Each Unit Ownership shall have the right to the exclusive use consisting of the right to use for parking purposes two (or three in the case of Units 305 and 323) Parking Spaces. The Board retains the right to assign and re-assign each Parking Space to make reasonable accommodation to Unit Owners in the event of disabilities. Each Parking Space shall be considered a Limited Common Element.

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

1.17 PLAT. The plats of survey of the Parcel and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached to the Original Declaration and subsequent amendments, and incorporated by reference herein.

1.18 PROPERTY. All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein, including the Buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined, submitted to the provisions of the Act.

1.19 STORAGE LOCKER. Single limited common element located on the first floor of the building and designated for the exclusive use by the Unit Owner and Occupants of a single Unit. The Board retains the right to assign and re-assign each Storage Locker.

1.20 UNIT. A part of the Property within a Building, as hereinafter defined, designed and intended for a one-family dwelling, or such other uses permitted by this Declaration.

1.21 UNIT OWNER. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.

1.22 UNIT OWNERSHIP. A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

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1.23 COUNTY. Cook County, its successors and assigns.

1.24 VOTING MEMBER. One person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners.

ARTICLE II UNITS

2.1 DESCRIPTION AND OWNERSHIP.

(a) All Units are delineated on the Plat on Exhibit A of the Original Declaration and listed in Article II of the Original Declaration and shall have lawful access to a public way.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A of the Original Declaration including, without limitation, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment within the Unit to the extent and only to the extent serving only such Unit; and (anything herein to the contrary notwithstanding) excluding all structural components of the Building. The term "structural components" including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system serving more than the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A of the Original Declaration. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A of the Original Declaration, and every such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause the Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit A of the Original Declaration.

(d) To the extent such data was available to the Declarant at the time the Original Declaration was filed, the Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit in the Building and said Unit's horizontal and vertical dimensions.

2.2 CERTAIN STRUCTURES NOT CONSTITUTING PART OF A UNIT. Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system serving more than the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

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2.3 REAL ESTATE TAXES. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his/her Unit and the corresponding percentage of ownership in the Common Elements as provided in the Act.

ARTICLE III COMMON ELEMENTS

3.1 DESCRIPTION. The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation, all of the following items located at the Property: the land; foundations; hallways; stairways; elevators; lobbies; courtyards; parking areas; storage areas; walls and component parts of walls, floors and ceilings as are not located within a Unit; building entrances and exits; mail boxes, if any; roofs; pipes, ducts, flues, chutes, shafts, electrical wiring and conduits and other utility installations serving more than one Unit to the outlet in the Unit (except pipes, ducts, flues, chutes, shafts, electrical wiring and conduits and other utility installations situated entirely within a Unit and serving only such Unit); public utility lines; structural parts of the Building; outside walks and driveways; and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

3.2 OWNERSHIP OF COMMON ELEMENTS. Each Unit Owner shall own an undivided interest in the Common Element in the amount of the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached to the Original Declaration. The percentages of ownership interests set forth in said Exhibit B were computed and determined in accordance with the Act, and shall remain constant and shall not be changed, except as specifically permitted under the Act or the Declaration, without unanimous written consent of all Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. Except as otherwise limited in this Declaration, each Owner shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

3.3 NO PARTITION OF COMMON ELEMENTS: There shall be no partition of the common elements through judicial proceedings or otherwise until this agreement is terminated

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and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any unit ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said unit ownership as between such co-owners.

3.4 LIMITED COMMON ELEMENTS. The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, as designated as such in this Declaration, including in the Plat, or which by the nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following portions of the Common Elements:

(a) balconies, terraces and patios serving exclusively a single Unit;

(b) perimeter doors and windows which serve exclusively a single Unit;

(c) any system or component part hereof (including, without limitation, the furnaces, fittings, housings, ducts, flues, shafts, electrical wiring, conduits and the areas or rooms containing them) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit;

(d) parking spaces which have been assigned to a particular Unit for the exclusive use of that Unit;

(e) storage spaces or lockers.

3.5 USE OF LIMITED COMMON ELEMENTS. Each Unit Owner and Occupant shall have the right to:

(a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or Occupant, which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit, and

(b) the use and possession of the Limited Common Elements serving the Unit to the exclusion of all other persons of any other Unit.

3.6 DESIGNATION OF LIMITED COMMON ELEMENTS. The Board of Directors reserves the right to designate any portion of the Common Elements reserved or limited to the exclusive use of a single Unit as a Limited Common Element. The costs of maintenance, repair and replacement may be allocated or charged to the Unit Owner of the respective Unit.

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ARTICLE IV GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.1 SUBMISSION OF PROPERTY TO THE ACT. The Property was submitted to the provisions of the Condominium Property Act of the State of Illinois.

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

4.3 EASEMENTS

(a) Encroachments. In the event that:

(1) by reason of the construction, repair, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit; or

(2) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by any other Unit Owner; or

(3) by reason of the design or construction of utility and ventilation systems, and mains, pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case, valid easements for maintenance or such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner or has been created by the Unit Owner or his/her agent through intentional, willful or negligent conduct.

(b) Suppliers of utilities serving the Property approved by the Board, or other persons approved by the Board, for the purpose of providing utility service and cable television or other similar entertainment to any Unit Owners or to the Property, are hereby granted the right, subject to prior written Board approval, to install, lay construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires, transformers, switching apparatus, and other equipment, facilities and appurtenances thereto or related to their services, over, under, along

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and on any portion of the Common Elements and the Units for the purpose of providing the Property with utility and entertainment services together with the reasonable right of ingress to and egress from the Property for said purpose. The Association may hereafter grant other or additional easements or licenses for utility, entertainment or communications purposes including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements for the benefit of the Property, over, under along and on any portion of said Common Elements, for the benefit of the Property, and each Unit Owner hereby grants the Association and the Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements or licenses granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of his Unit or any Limited Common Element serving his Unit, other than reasonably). The Association may hereafter grant other or additional easements or licenses for utility purposes and for other purposes including such easements as a future developer may from time to time request including, but not limited to, such easements or licenses as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of said Common Elements and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby, or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with the use of his/her Unit or any Limited Common Element serving that Unit other than reasonably and temporarily). Easements are granted to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, commercial entertainment lines, components of the communications systems, if any, or structural components, which may run through the walls of a Unit and which constitute or will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries. Furthermore, easements are hereby granted to the suppliers of water to the Units to maintain and repair the meter, if any, located in a Unit, together with the reasonable right of ingress to and egress from the Unit for said purpose.

The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property or any part or all of any Additional Parcel or the Future Development Parcel, over, under, along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

The Board reserves the right to grant an easement to the Association for any Association-related purpose, including but not limited to the construction of any improvement or amenity that will be used for Association purposes.

(c) Easements to Run with Land. All easements and rights described herein are easements appurtenant running with the land, and so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of

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and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4.4 USE OF THE COMMON ELEMENTS.

(a) General. Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases or licenses made by or assigned to the Board) in common with the other Unit Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by such Unit Owner, and such other incidental uses as are permitted by this Declaration. Each Unit Owner shall have the right to the use and possession of the Limited Common Elements serving his/her Unit, in common with other Unit Owners, if any, having like right thereto pursuant to this sentence and with all other parties to whom such rights extend and to the exclusion of all other parties. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, and rules and regulations of the Association.

(b) Guest Privileges. The aforescribed rights shall extend to the Unit Owner and the members of the immediate family and authorized occupants, guests, visitors, agents, servants, invitees of the Unit Owner, subject to reasonable rules and regulations with respect thereto.

(c) Disclaimer of Bailee Liability. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Unit Owner shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

4.5 MAINTENANCE, REPAIRS AND REPLACEMENTS.

(a) By the Association. The Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Article 2 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under paragraph (b) below, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Association subject to the By-Laws or rules and regulations of the Association, except Limited Common Elements or other portions of Common Elements which may be the responsibility of a Unit Owner as set forth in this Declaration.

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(b) By the Unit Owner. Except as otherwise provided in paragraph (a) above, each Unit Owner shall furnish and be responsible for, at his/her own expense:

(1) All of the maintenance, repairs and replacements within his/her own Unit, all doors and windows and all window components appurtenant thereto, including window washing, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit.

(2) All of the decorating within his/her own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall maintain such Unit and all portions of the Unit in a good and sanitary condition at his/her sole expense, and in accordance with rules and regulations of the Association.

(3) All of the maintenance, repair, and replacements of the Limited Common Elements benefiting his/her Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein. Unit Owners are responsible for keeping screens in good condition. At the discretion of the Board, the Board may, in any instance, perform, or cause to be performed, such maintenance, repairs, replacements of the Limited Common Elements and the cost thereof may, as determined by the Board in its sole discretion, be paid as common expenses of the Association or may be assessed in whole or in part to Unit Owner(s) benefited thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and, for the account of such Unit Owners, to arrange for such maintenance, repairs, and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

(c) Nature of Obligations. Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence. In addition, no Unit Owner shall have a claim against the Board or Association for any work ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board.

4.6 ACT OR NEGLIGENCE OF UNIT OWNER. If, due to the willful misconduct or negligent act or omission of a Unit Owner, or of a member of his/her family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be Common Expenses, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

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4.7 JOINT FACILITIES. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owner shall be in all respects reasonable as it affects the other Unit Owners. The authorized representatives of the Association or the Board shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

4.8 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 Unit Owners benefited thereby) additions, alterations, or improvements to the Common Elements. The cost of any such work to the Common Elements may be paid out of a separate assessment.

(b) Except as otherwise provided herein, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by a Unit Owner to his/her Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner upon the Unit Owner's agreement either (i) 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 (ii) to pay to the 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 a Unit 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 Unit Owner to remove the addition, alteration or improvement and restore the Property to its original condition, all at the Unit Owner's expense; or

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

(3) Ratify the action taken by the Unit 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.

4.9 STREET AND UTILITIES DEDICATION. At a meeting called for such purpose, two-thirds (2/3) or more of the Unit Owners may elect to dedicate a portion of the Common Elements to a public body for use as, or in connection with, a street or utility.

4.10 RIGHT OF ENTRY. Municipal law enforcement officers, municipal rescue squad personnel, fire fighting personnel and other emergency personnel of the Municipal (collectively

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"Municipal Personnel") are hereby granted a right of entry and access to the Common Elements while in the pursuit of their duties. Such right shall include a right of vehicular entry and access through and across all streets and driveways which are part of the Common Elements.

4.11 PARKING AREA. Any and all outdoor Parking Area is a part of the Common Elements and includes all Parking Spaces. The Parking Area has been divided into Parking Spaces, as delineated in Exhibit "A" to the Original Declaration, which is incorporated herein by reference. The legal description of each said Parking Space shall consist of the identifying number or symbol of such Parking Space as shown on said Exhibit "A". When reference is made to any Parking Space in a legal instrument or otherwise, a Parking Space may be legally described by its identifying number or symbol as shown on said Exhibit "A", and every such description shall be deemed good and sufficient for all purposes. To the extent a Parking Space or spaces have been allocated or assigned to a Unit, the Parking Space(s) shall be Limited Common Elements of that Unit, and the Unit Ownership shall include as a right and easement appurtenant thereto a grant of a perpetual and exclusive easement, hereinafter referred to as the "Parking Easement" consisting of the right to use for parking purposes the Parking Space(s) assigned and allocated to the Unit. The Developer and/or Trustee of the Original Declaration, or prior Boards, have assigned and allocated certain Parking Spaces to Units. Once a Parking Space has been allocated and assigned to a Unit, any deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Parking Easement to the specific Parking Space or Parking Spaces expressly allocated to said Unit, shall be deemed and taken to include the said Parking Easement to the said Parking Space or Spaces, even though not expressly mentioned or described therein. Any Parking Spaces that had not been previously allocated and assigned, sold or conveyed, shall be subject to the control of the Board of Managers, who may or may not allocate or assign such Parking Spaces, in its discretion. Unit Owners may transfer Parking Spaces between Unit Owners by following the procedures set forth in the Act for transferring Limited Common Elements. All Parking Areas and Parking Spaces, including the use of such Parking Spaces shall be subject to rules and regulations established by the Board, as provided in this Declaration, and no Parking Space may be used contrary to any provisions of this Declaration or any rules and regulations adopted by the Board (which rules may include restrictions on the type and size of vehicles which may be parked in a Space). The Board or the Association may allocate Parking Spaces on such basis as they deem appropriate and may prescribe such rules and regulations with respect to the Parking Area as it may deem fit.

4.12 STORAGE AREA. The Storage Area in the building outside of the respective Units shall be a part of the Common Elements, and any individual storage space that has been allocated or assigned to a particular Unit shall be a Limited Common Element of that Unit, and the respective Unit shall have the exclusive use and possession thereof. To the extent that any individual storage space has not been allocated to a Unit, the control of and use and possession of such storage spaces shall be subject to control of the Board. The exclusive use and control of specific storage areas allocated to specific Unit Ownerships may be exchanged between Unit Ownerships, by following procedures set forth in the Act to transfer Limited Common Elements. The right of exclusive use and possession of specific storage spaces of the Storage Area that have been allocated to a specific Unit Ownership may not be re-allocated or terminated except with the express consent of the Unit Owner and Unit Ownership to whom it had been allocated or with the approval of Voting Members holding at least two-thirds (2/3) of the Association and

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further provided that there is a substitution of equivalent storage space provided to the Owner. The Storage Area, and all allocated storage spaces or areas, and the use and possession thereof, shall at all times be subject to rules and regulations established or adopted by the Board at any time.

ARTICLE V ADMINISTRATION

5.1 ADMINISTRATION OF PROPERTY. The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board") which shall consist of a minimum of three (3) persons who have been elected in the manner set forth in the By-Laws. Each member of the Board shall be one of the Unit Owners, provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board. Only one person shall be permitted to serve on the Board of Directors for each Unit owned. If a director fails to meet such qualifications during his/her term, s/he shall thereupon cease to be a director, and his/her place on the Board shall be deemed vacant.

5.2 ASSOCIATION. The Association is or shall be a not-for-profit corporation formed under the General Not for Profit Corporation Act of the State of Illinois and for the purposes and having the powers prescribed in the Act, and having the name (or a name similar thereto) Devonshire Terrace Condominium Association and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the Board of Directors for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as s/he shall be a Unit Owner, and such membership shall automatically terminate when s/he ceases to be a Unit Owner, and upon the transfer of his/her ownership interest the transferee thereof shall likewise succeed to such membership in the Association. The Association shall have one class of membership.

5.3 VOTING RIGHTS.

(a) There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners or serve on the Board of Directors. Such person shall be known (and hereinafter referred to) as a "Voting Member." Such Voting Member may be: the Unit Owner or one of the group composed of all the owners of a Unit Ownership, or be some person designated by such Unit Owner(s) or his/her/their duly authorized attorney-in-fact to act as proxy on his/her/their behalf and who must be a Unit Owner. Said Owner or Owners must be members in good standing of the Association, as set forth in subsection (c) of this Section 5.3, to cast any vote. Any proxy designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of

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execution unless otherwise provided in the proxy. Notwithstanding these provisions, the Board may adopt rules and regulations to prohibit the use of proxies as may be permitted by, and in accordance with, the Act. Any or all such Unit Owners may be present at any meeting of the Voting Members and (those constituting a group acting as a single Voting Member) may vote or take any other action as a Voting Member either in person or by proxy. Except as otherwise provided herein, if a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred percent (100%). Each Unit Owner shall be entitled to one vote per unit owned.

(b) In the event the ownership of a Unit is composed of more than one Person, then if only one of the multiple owners of a Unit is present at a meeting of the Association, such owner shall be entitled to cast the vote allocated to that Unit. In the event more than one owner of a Unit is present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the group of owners comprising the Unit Owner. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts the vote allocated to that unit, without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

(c) Unit Owners and members shall not be permitted to vote, or exercise any voting rights, during any period of time which the Unit Owner is delinquent by failing to pay to the Association, when due, any common expense, assessment, monthly expense, monthly assessment, common monthly maintenance assessments or any other charge or amount due and owing to the Association including, but not limited to any assessment, special assessment, late charge or late fee, interest, attorneys fee, costs, damages, repair charge, or any other amount assessed or charged to the Unit or Unit Owner. The Board of Directors shall have sole discretion to determine whether any Unit or Unit Owner is delinquent.

5.4 ASSOCIATION MEETINGS.

(a) Quorum. Meetings of the Unit Owners shall be held at the Property or at such other place in the County as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of at least twenty percent (20%) of the Unit Owners shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes present at such meeting.

(b) Annual Meetings. There shall be an annual meeting of the Voting Members for the purpose of electing members of the Board, and other Unit Owner business as may be necessary or appropriate. The annual meeting shall be held at such place and at such date and time as determined by the Board.

(c) Special Meetings. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration or the Act, require

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the approval of all or some of the Voting Members or for any other reasonable purpose provided. However, the following matters shall require the approval of Voting Members having not less than two-thirds (2/3) of the votes cast at a meeting of unit owners called for that purpose:

- (1) The merger or consolidation of the Association;
- (2) The sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and
- (3) The purchase or sale or lease of Units or other real estate on behalf of all Unit Owners

Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by twenty percent (20%) of the Unit Owners and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted to the Unit Owners at special meetings shall be submitted by the Board.

5.5 NOTICES OF OWNERS MEETINGS. Except as otherwise provided, notices of meetings of / the Voting Members required to be given may be mailed (to the unit owner at the mailing address provided to the Association and, if no other address has been provided, then to the unit), or delivered personally at the Unit door and/or by posting notices to the persons entitled to vote thereat, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting.

5.6 BOARD OF DIRECTORS.

(a) The Board of Directors shall consist of seven board members, or such other number as may be increased or decreased by the affirmative vote of the Unit Owners at a meeting called for that purpose. In all elections for members of the Board, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Any candidate for election to the Board, or such candidate's representative, shall have the right to be present at the counting of ballots at such election.

(b) The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby each Unit is allowed one ballot, provided that the Board further adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot.

(c) All members of the Board shall be elected at large. Successors shall be elected for a term of two (2) years each. The Voting Members owning at least two-thirds (2/3) of the Units may from time to time at any annual or special meeting increase or decrease the number of Board members, provided that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. At no time shall the number of Directors be more than seven (7) nor less than

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three (3). Board members may succeed themselves.

(d) Members of the Board shall receive no compensation for their services. Board members may receive reimbursement for expenses incurred for the Association.

(e) Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, may be filled by a two-thirds (2/3) vote of the remaining members of the Board at an open meeting of the Board, and said person shall fill the vacancy until the next annual meeting of the Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term of the position being filled. A meeting of the Voting Members shall then be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of such a petition.

(f) Members of the Board may be removed only upon the affirmative vote of at least two-thirds of the total vote of the Unit Owners, at a meeting of the Owners called for that purpose.

(g) Except as otherwise provided in this Declaration, the Property shall be managed by the Board and/or designees as appointed by the Board to act in its behalf. The Board shall act by majority vote of those present at its meetings when a quorum exists. A simple majority of the number of members on the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt, provided, however, that:

(1) Each Unit Owner shall be entitled to notice, in the same manner as provided herein of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget and regular assessments or to adopt a separate assessment; and

(2) The Board shall meet no less than four (4) times each year

(h) Officers. At each annual meeting, the Board shall elect from the Board members: (1) a President, who shall preside over the meetings of the Board and of the Unit Owners, and shall execute contracts on behalf of the Association as determined by the Board; (2) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners and who shall, in general, perform all duties incident to the office of Secretary; and (3) a Treasurer, who shall keep the financial records and books of account. Any officer may be removed from office by a majority vote of the Board members.

5.7 INSURANCE. Pursuant to Section 12 of the Act, the Board shall be obligated to and shall have the power to obtain insurance for the property according to the following guidelines:

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

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

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

(3) **Fidelity Bond; Directors and Officers Coverage.**

(A) For as long as the Association has 6 or more dwelling units, it shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.

(B) All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

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

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

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(b) **Contiguous Units; Improvements and Betterments.** The insurance maintained under subdivision (a) (1) must include the units, the limited common elements except as otherwise determined by the board of managers, and the common elements. The insurance need not cover improvements and betterments to the units installed by unit owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the units affected. Common elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed by the developer. Common elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the unit, including electrical fixtures, appliances, air conditioning and heating equipment, or built-in cabinets installed by unit owners.

(c) **Deductibles.** The Board of the Association may, in the case of a claim for damage to a unit or the common elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose units the damage or cause of loss originated, or (iii) require the unit owners of the units affected to pay the deductible amount. The Board may make such determinations on a case by case basis with respect to each claim.

(d) **Other Coverages.** The Declaration may require the Association to carry any other insurance, including workers compensation, employment practices, environmental hazards, and equipment breakdown, the Board considers appropriate to protect the Association, the unit owners, or officers, Directors, or agents of the Association.

(e) **Insured Parties; Waiver of Subrogation.** Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions:

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

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

(3) The unit owner waives his/her right to subrogation under the Association policy against the Association and the Board.

(f) **Primary Insurance.** If at the time of a loss under the policy there is other insurance in the name of a unit owner covering the same property covered by the policy, the Association's policy is primary insurance.

(g) **Adjustment of Losses; Distribution of Proceeds.** Any loss covered by the property policy under Subdivision (a) (1) must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance

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proceeds in trust for unit owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged common elements, the bare walls, ceilings, and floors of the units, and then to any improvements and betterments the Association may insure. Unit owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the common elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

(h) **Mandatory Unit Owner Coverage.**

(1) As of the effective date of this Amended and Restated Declaration, all Unit Owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of said unit owner and/or his/her guests, residents, or invitees, or regardless of any negligence originating from the unit, with limits of liability of at least \$100,000.

(2) The personal liability of the Unit Owner must include the deductible of the Owner whose Unit was damaged, any damage not covered by insurance required pursuant to this provision, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings damaged as set forth above.

(3) Each Unit Owner shall also maintain adequate insurance on their personal property, fixtures, and appliances within their Unit, in an amount of not less than \$100,000 or higher amount sufficient to make sure it is adequate to replace all fixtures and appliances within the Unit.

(4) Each Unit Owner will be responsible to provide the Board with evidence of current insurance in the form of a "Certificate of Insurance" issued by the insurance agent providing the coverage, or such other evidence requested by the Board.

(5) In the event the Unit Owner does not purchase and produce evidence of sufficient insurance within the earlier of thirty (30) days from the expiration of the prior certificate or the date of request for same by the Association as set forth above, the Board may in its sole discretion, purchase the insurance coverage and charge the premium cost back to the unit owner. Further, the Board shall have any and all other remedies available to enforce these insurance requirements.

(6) In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.

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

(j) **Settlement of Claims.** Any insurer defending a liability claim against the

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Association must notify the Association of the terms of the settlement no less than 10 days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

5.8 LIABILITY OF THE BOARD OF DIRECTORS.

(a) Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud.

(b) The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to:

(1) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his/her duties as such member or officer, or

(2) any matter settled or compromised, if, in the opinion of independent counsel selected by or in a manner determined by the Board, there is reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his/her duties as such member or officer.

(c) It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability hereunder as his/her percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements.

(d) Every agreement made by the Board on behalf of the Unit Owners shall provide that the members of the Board are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his/her percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

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5.9 RESALE OF UNITS. In the event of a resale of any Unit by a Unit Owner and within thirty (30) days after the written request by such Unit Owner, the Board shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, not to exceed the maximum amount prescribed by the Act, for providing such information.

ARTICLE VI COMMON EXPENSES - MAINTENANCE FUND

6.1 PREPARATION OF ESTIMATED BUDGET. On or before 30 days prior to the Annual Meeting of each year, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for adequate reserves, including, without limitation, amounts to maintain a Capital Reserve and amounts to make repairs or replacements to/on/of the Common Elements, and reserves for contingencies.

(b) At that time, the Board shall notify each Unit Owner as to the amount of such estimate with reasonable itemization thereof and containing each Unit Owner's respective assessment, according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B of the Original Declaration; provided, however, that such annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board.

(c) Each month, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one twelfth (1/12) of the assessments made pursuant to this paragraph. The amount to be paid will go into effect on the first of the month determined by the Board at the time it adopts the budget.

(d) Each fiscal year following the initial meeting of the Voting Members, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. The fiscal year of the Association is to be specified in the rules and regulations of the Association.

(e) Except as otherwise provided herein, in the event the Board adopts a budget requiring assessment against the Unit Owners in any fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments for the preceding year, the Board, upon written petition by the Voting Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Voting Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the budget or separate assessment, the budget or separate assessment shall be deemed to be ratified regardless of whether or not a quorum is present.

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(f) Any Common Expenses not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions herein. As used herein, "emergency" means immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

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

6.2 CAPITAL RESERVE: SUPPLEMENTAL BUDGET.

The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements and for contingencies (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 equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for his/her proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

6.3 FAILURE TO PREPARE ANNUAL BUDGET. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

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6.4 RECORDS OF THE ASSOCIATION - AVAILABILITY FOR EXAMINATION.

(a) In addition to any provisions contained herein the Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their First Mortgagees and their duly authorized agents or attorneys:

- (1) The Association's declaration, bylaws, and plats of survey, and all amendments of these;
- (2) The rules and regulations, if any;
- (3) If the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;
- (4) Minutes of all meetings of the Association and its Board of Directors for the immediately preceding seven (7) years;
- (5) All current policies of insurance of the Association;
- (6) All contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
- (7) A current listing of the names and addresses of all Owners entitled to vote;
- (8) Ballots and proxies related to ballots for all matters voted on by the Unit Owners of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Directors; and
- (9) The books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to detailed records of all receipts and expenditures.

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

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

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

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

- (1) Documents relating to appointment, employment, discipline, or dismissal of Association employees;
- (2) Documents relating to actions pending against or on behalf of the Association or its Board of Directors in a court or administrative tribunal;
- (3) Documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Directors in a court or administrative tribunal;
- (4) Documents relating to common expenses or other charges owed by a Unit Owner other than the requesting Unit Owner; and
- (5) Documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a Unit Owner other than the requesting Unit Owner.

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

6.5 STATUS OF COLLECTED FUNDS. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments or user charges) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit B of the Original Declaration.

6.6 LIEN FOR NONPAYMENT. In addition to any remedies provided in Article X of this Declaration, if an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board may bring suit for and on behalf of themselves and as representatives of the Association and all Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees as permitted by the Act or fixed by a court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the names of the Board or Managers as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or has a receiver appointed in a suit to foreclose its lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance and unless the request shall be complied within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

6.7 NON-USE AND ABANDONMENT. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his/her Unit(s).

ARTICLE VII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.1 COVENANTS AND RESTRICTIONS. The Property shall be occupied and used as follows:

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(a) Each Unit shall be used for housing and related common purposes for which the Property was designed and for no other purpose. The Board may adopt rules and regulations with respect to use of the Property, including the Parking Area and Parking Spaces, including, but not limited to, limitations on the type and size of vehicles which may be parked in the spaces.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except as specified in the rules and regulations of the Association). There shall be no obstruction of the Limited Common Elements; however, the Limited Common Elements may have those appointments specified in the rules and regulations of the Association. Each Unit Owner shall be obligated to maintain and keep in good order and repair his/her own Unit and the Limited Common Elements appurtenant thereto.

(c) Nothing shall be done or kept in any Unit or in the Common Elements serving the Units which will increase the rate of insurance on the Building or contents thereof. No Unit Owner shall permit anything to be done or kept in his/her Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law.

(d) No animals shall be kept in any Unit, except for cats, small birds, fish, or other small caged animals of a Unit Owner, excluding dogs of any kind, provided said animals are of a breed or variety commonly kept as household pets and are not kept or bred for any commercial purpose. Such pets are only allowed in the Common Elements when being transported in a cage or carrier and are not allowed to run loose on the Property. Unit Owners are responsible for proper disposal of all waste caused by their pets. Unit Owners and their pets, along with details such as waste disposal and possible fines to Owners for violation of these specifications, shall be subject to the provisions of the rules and regulations of the Association. Any pet which causes or creates a nuisance or unreasonable disturbance may be permanently excluded by the Board at a regular meeting or special meeting thereof, so long as the Unit Owner involved had notice of the time and purpose for said Board meeting. Dogs are not permitted on the Property at any time.

(e) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the managing agent, acting in accord with the Board's direction. No Unit Owner shall overload the floors of any Unit.

(f) No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his/her Unit or which may be visible from the outside of the Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of the Unit, or install outside the Unit any canopy or awning, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the managing agent, acting in accord with the Board's direction, and in accordance with current condominium law. No Unit Owner, except as provided

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below, shall display, hang, store or use any sign, outside the Unit, in a hallway or elsewhere, or which may be visible from the outside of the Unit, without the prior written permission of the Board.

(g) Satellite dishes, antenna and communication devices or equipment Satellite dishes may not be erected or installed on any Common Element. Satellite dishes not more than one (1) meter in diameter may be installed within the boundaries of the Limited Common Element contiguous to the Unit, if any, using the dish. Satellite dishes may not be installed on the roof, attached to the exterior wall of any building, or installed on another Unit's limited common element, except with the express written permission of the Board. Satellite dishes may not be erected or installed within thirty (30) feet of any electrical power line. The satellite dish must be sufficiently installed so that it will not fall or be blown by wind, nor may they be installed in a fashion so that it hangs over or goes beyond the boundary of the Limited Common Element. Drilling into or through the exterior walls of the building, or running cable or wires through the exterior walls of the building, is not permitted. The Unit Owner is responsible for any damage or injury caused by the installation or use of a satellite dish. Any satellite dish not installed in accordance with these provisions, or rules and regulations adopted by the Board, or which the Board in its discretion determines to be a hazard or nuisance, must be removed and/or relocated upon written notice from the Board at the Unit Owner's expense. The satellite dish and all cable and wiring and apparatus must be removed if the use is discontinued or the Owner sells or conveys the Unit. To the extent that the Board has allowed a satellite dish on the roof or other exterior area of the building, the satellite dish and all cable and wiring and apparatus must be removed if use of the dish is discontinued or if the Owner sells or conveys their interest in the Unit, and the new owner or transferee of the Unit will not be permitted to use the satellite dish. Upon removal the Owner shall be responsible to make all repairs to the building and to return the building to the condition immediately prior to the time the dish was installed. No device or equipment of any kind may otherwise be erected or installed anywhere on the Common Elements without the prior written permission of the Board. The Board shall have the authority to adopt reasonable rules and regulations pertaining to installation and use of satellite dishes and other devices or equipment.

(h) Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in any indoor or outdoor parking area, balcony or area constituting part of the Common Elements, except in storage areas specifically designated for such use by the Board or the managing agent, acting in accordance with the Board's direction. No recreational or camping vehicles or boats shall be parked or kept on the Property without prior Board approval. No commercial vehicles shall be parked overnight. No unlicensed or inoperative vehicles shall be kept on the Property. No vehicles (including recreational vehicles) shall be stored in the Parking Area without prior Board approval. Notwithstanding anything contained herein to the contrary, only outdoor gas or electric grilling equipment, lawn furniture and planters may be placed or kept on any balcony on the Property subject to the rules and regulations of the Association.

(i) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise shall be

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conducted, maintained, or permitted in any Unit. These restrictions shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (1) maintaining a personal professional library therein;
- (2) keeping personal business or professional records or accounts therein; or
- (3) handling personal business or professional telephone calls or correspondence therefrom.

(j) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners, or other Persons. Smoking is not permitted in the Common Elements.

(k) Trash, garbage and other household waste shall be disposed of in securely fastened trash bags placed in proper waste receptacles in a clean and sanitary manner as specified in the rules and regulations of the Association.

(l) In addition to any right of access to Units for purpose of performing maintenance and repair responsibilities, the Board shall have the right of access to each Unit on an annual basis, or as determined necessary by the Board, for the purpose of performing an inspection of the unit for fire/safety protection and to check the condition of all water pipes and fixtures. The Board shall provide reasonable written notice of the dates and approximate times of such inspections, and all inspections shall be conducted during reasonable daytime hours unless arranged otherwise with the Unit Owner or occupant.

(m) In addition to the covenants and restrictions set forth in this Declaration, the use and occupancy of Units are also subject to all ordinances, statutes, laws and regulations relating to use and occupancy of the Unit or residence, and a violation thereof shall be a violation of the provisions of this Declaration.

7.2 LEASING AND OCCUPANCY: (a) No more than seven (7) Units may be leased, rented or otherwise occupied by persons other than as allowed and provided in this Section 7.2.

(b) (i). Leasing of Units, and occupancy of Units by persons other than the Unit Owner or those authorized by Subsections (i) through (vi) of this Section 7.2(b), is generally prohibited, except that up to seven (7) Units (by number) may be leased or rented or occupied by persons other than a Unit Owner or persons allowed in this Section 7.02(b), at any particular time. No more than seven (7) Units may be leased, rented or occupied by other persons at any particular time. If seven (7) Units are leased or rented, then no other Unit may be leased, rented or occupied except as permitted by this Section 7.2(b). The Board shall have the authority to adopt rules and regulations to implement and enforce these limitations and restrictions on the number of Units which may be leased or rented, including, but not limited to, setting the method or procedure to determine which Units may be rented, lease or occupied to comply with the restrictions and limitations set forth in this Declaration. The Board shall have sole and absolute discretion to

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determine whether or not seven (7) of the Units are leased or rented at any time, and whether and which Units may be rented, leased or occupied in accordance with this Declaration, and the Board's determination shall not be subject to challenge or judicial review and shall be final and binding upon the Unit and the Unit Ownership. Any current or new Owner who wishes to rent his/her unit must have lived in the building for at least one year prior to the rental of that Unit. The Board reserves the right to make an exception for immediate family who has inherited a unit from a deceased owner. (See definition of immediate family in Section (ii) below.)

All leases in effect on or before the effective date of this Amended and Restated Declaration, if any, and all leases in effect and permitted after the effective date, shall be subject to this Declaration, all subsequent amendments, the Condominium Property Act now in effect and as amended from time to time, provided, however, that no changes to the Condominium Property Act shall allow leasing as prohibited or restricted herein. All permitted tenants and occupants shall be subject to the Declaration, amendments, and all rules and regulations in effect at the time of this Amendment or as amended by the Board from time-to-time and to the Act, provided, that no changes to the Condominium Property Act which allow leasing as prohibited therein shall supersede this provision. The rules and regulations in effect at the time of this Amended and Restated Declaration shall be deemed incorporated herein by this reference and shall be deemed reasonable in all respects by all Unit Owners, lessees, occupants and tenants and by any court of competent jurisdiction.

(ii). A Unit shall not be leased or occupied except as allowed or authorized in Subsections (i) through (vi) of this Section 7.2(b). Except for Units which may be leased pursuant to this Section 7.2(b), all Units must be occupied by the Unit Owner (and persons residing with the Unit Owner), or the Unit Owner's immediate family directly related to the Unit Owner, which, for purposes of this provision, such immediate family shall be defined only as a parent, child, brother, sister, mother or father (and persons residing with each of those immediate family members), or any one or more of them, for use as their primary personal residence only, and further provided that those family members actually occupy and reside in the Unit. No other person may occupy and reside in the Unit except with the Unit Owner or as permitted by this Section 7.2(b), and Units may not be leased or rented to any person, including, but not limited to, other family of the Unit Owner. For purposes of this Section 7.2(b), if the Unit Ownership is a corporation, the occupant must be a shareholder of the corporation who owns at least twenty-five (25%) percent of the stock of the corporation; if the Unit Ownership is a Limited Liability Corporation (LLC), the occupant must be a member of the LLC; if the Unit Ownership is a partnership, the occupant must be a partner of the partnership; and if the Unit Ownership is a trust, the occupant must be the trustee or a beneficiary of the trust. Upon request by the Board, the Unit Owner must provide to the Board sufficient information, documentation and evidence that the person who occupies or will occupy the Unit is a person permitted and authorized by this Subsection 7.02(b)(ii), and the Board shall have sole discretion to determine whether or not any person is permitted or authorized to occupy a Unit in accordance with this provision. Units are for single family occupancy only, and only one family may occupy and reside in a Unit at any time.

(iii). Upon written request by a Unit Owner, the Board shall have sole and absolute discretion to waive, modify or eliminate the restrictions, limitations, prohibitions or conditions in subparagraphs (i) and (ii) of this Section 7.02(b) in any case to avoid an extreme or undue

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hardship with respect to any Unit Ownership or Unit Owner. Any such permitted lease shall be for a period of a minimum of six (6) months and not to exceed twenty-four (24) months. No Unit Owner shall be granted permission pursuant to this paragraph more than once during the period of ownership. The requesting Unit Owner must provide all documents and information reasonably requested by the Board for the Board to determine that a hardship exists pursuant to this provision. The Board's determination in each case shall be final. No court or other tribunal may consider whether the Board was correct or reasonable in its determination of the presence or absence of undue hardship or whether the Board was reasonable in the exercise of its rights herein. The exercise of the Board's discretion or authority under this Paragraph (iii) shall not be deemed to be or constitute a waiver of the restrictions, limitations, prohibitions or conditions of this Section 7.2(b) and shall not under any circumstances prejudice the right of the Board to enforce the restrictions, limitations, prohibitions, or conditions of this Section 7.2(b).

(iv). Notwithstanding the provisions of Subsection (i), with respect to any Unit which the Association or Board has or shall have possession or an Ownership interest, the Board shall have the authority to lease the Unit to any person, exempt from and without complying with the lease restrictions or any provision of these Subsections (i) through (vi) whenever the Board shall determine, in its sole and absolute discretion, that the interest of the Association would be served thereby.

(v). The Board shall have the authority at its sole discretion to adopt such rules and regulations it deems necessary to administer, enforce and supplement the provisions of Section 7.2, including Subsections (b)(i) through (b)(v), but the absence of any such rules and regulations shall not prevent the Board from administering or enforcing the provisions of Section 7.2, including Subsections (b)(i) through (b)(vi). Any such rules and regulations shall be deemed reasonable. For reasons of health, safety and welfare, the Board shall have the right to establish rules and regulations limiting the number of persons occupying, residing or staying in a Unit, as may be permitted by law or in accordance with local ordinances.

(vi). In the event that a Unit or any interest therein is leased or occupied in violation of this Section 7.2, including Subsections (b)(i) through (b)(vi), such lease or occupancy shall be void, and the Board shall have the right to enforce the restrictions, limitations, prohibitions or conditions set forth in Section 7.2 or other provisions of the Declaration, rules and regulations, and the Act by any proceeding at law or in equity, and may pursue any or all of the remedies set forth in the Declaration, any by-laws and rules and regulations, including, but not limited to, Forcible Entry & Detainer actions to obtain possession of the Unit and injunctive or other relief. All expenses of the Board or Association incurred in connection with enforcement of Section 7.2, including Subsections (b)(i) through (b)(v), or with such actions and proceedings, including all attorneys' fees court costs, other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, incurred prior to, during, and after such actions or proceedings, shall be charged to and assessed against the defaulting Owner, and shall be added to and deemed a part of the Owner's respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit and the Owner and upon all of the Owner's personal property in the Unit or located elsewhere on the property.

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ARTICLE VIII DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING

8.1 SUFFICIENT INSURANCE. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus Capital Reserves, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Capital Reserve shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying from the share of each Unit Owner the amount of any unpaid liens on his/her Unit, in the order of the priority of such liens.

8.2 INSUFFICIENT INSURANCE

(a) If the insurance proceeds and the Capital Reserve are insufficient to reconstruct the Building and the Unit Owners and all other parties do not voluntarily make provision for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

(b) In the case of damage or other destruction in which fewer than one-half of the Units are rendered uninhabitable, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives shall present to the members present, an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other

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proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

8.3 EMINENT DOMAIN. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof and any proceeds from a settlement shall be payable to the Association. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B of the Original Declaration, after first paying from the share of each Unit Owner the amount of any unpaid liens on his/her Unit, in the order of the priority of such liens.

8.4 REPAIR, RESTORATION OR RECONSTRUCTION OF THE IMPROVEMENTS. As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before, unless, if allowed by the Act, other action is approved by Unit Owners and/or holders of first mortgages on Units which have more than fifty percent (50%) of the votes in the Association.

ARTICLE IX SALE OF THE PROPERTY

At a meeting duly called for such purpose and attended by all Unit Owners, the Unit Owners by affirmative vote of one hundred percent (100%) of the Unit Owners may elect to sell

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the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.

ARTICLE X REMEDIES

10.1 VIOLATIONS. Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth in this Declaration, subject to the rules and regulations of the Association:

- (a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to this Declaration, after written notice of such nonpayment shall have been given such Unit Owner.
- (b) Violation or breach by a Unit Owner (or any occupant of his/her Unit and/or any guest) of any provision, covenant or restriction of the Act, Declaration, the Bylaws, contractual obligation to the Board or Association undertaken by such Owner, or rules and regulations of the Association.
- (c) Violation by a Unit Owner of the Association's right to inspect each Unit yearly for fire/safety protection and condition of all water pipes and fixtures.
- (d) Failure of a Unit Owner to advise the Board in a timely manner prior to any change in Unit Ownership.

10.2 REMEDIES. Upon the occurrence of any one or more of the events described in this Article, the Board shall have the following rights and remedies:

(a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner, in the manner set forth herein, of a notice to quit and deliver up possession which right may be enforced by an action for possession under "An Act in Regard to Forcible Entry and Detainer", as amended.

(b) For a violation or breach of the Declaration, By-Laws or rules and regulations, the Board shall have the right:

- (1) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass, or

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(2) to enjoin, abate, or remedy by a proceeding at law or in equity the continuance of any such violation or breach provided, however, that no summary abatement shall be undertaken in connection with any alteration or demolition of improvements until judicial proceedings are instituted.

(c) Upon the occurrence of one of the events described in this Article, including without limitation, failure by a Unit Owner to pay his/her percentage share of Common Expenses or user charges, the Board shall have a lien on the interest of the defaulting Unit Owner in his/her Unit Ownership in the amount of any sums due from such Unit Owner; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien 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, such transfer of title shall to the extent permitted by law, extinguish the lien described in this Article for any sums which became due prior to (1) the date of the transfer of title or (2) 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/her share of any sums with respect to which a lien against his/her Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and nonpayment thereof by such transferee shall result in a lien against the transferee's Unit Ownership. To the extent this subparagraph conflicts with the provisions of the Act, the provisions of the Act shall control.

(d) In addition to or in conjunction with the remedies set forth above, and notwithstanding any other remedies available, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or occupant of the Unit as permitted by law including, without limitation, an action (1) to foreclose a lien against the Unit Ownership, (2) for damages, injunctive relief, or specific performance, (3) for judgment or for the payment of money and the collection thereof, (4) for any combination of the remedies set forth in this Article or (5) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration, the By-Laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board 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 exercise any such rights or remedies to enforce any provisions of this Declaration, the Bylaws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

(e) In addition to any remedy available herein or by law, if any Unit Owner (either by his own conduct or by the conduct of any occupant of his, her or its Unit or by the conduct of a guest, invitee, employee, or agent) shall violate any of the covenants, restrictions or provisions of this Declaration, the By-Laws or the Rules and Regulations adopted by the Board, and such violations shall continue for thirty (30) days after notice in writing from the Board, or shall re-occur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of 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

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the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his/her interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership and to possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession.

(f) All expenses incurred by the Board in connection with any actions, proceedings or self help 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, together with interest thereon at the rate specified in the rules and regulations of the Association shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of his/her respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of the additions and improvements thereto and upon all personal property in the Unit or located elsewhere on the Property.

ARTICLE XI MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

11.1 Miscellaneous. The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit Ownership ("First Mortgagee") and to the extent if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee, insurer, guarantor, or trustee of a recorded first mortgage or trust deed on a Unit ("Insurer, Guarantor, or Trustee") and the Unit number, the Association shall furnish each First Mortgagee, Insurer, Guarantor, or Trustee a written notice of any Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which become due prior to (1) the date of the transfer of title or (2) the date on which the holder comes into possession of the Unit, whichever occurs first (except for any sums which are reallocated among the Unit Owners). To the extent

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this subparagraph conflicts with the provisions of the Act, the provisions of the Act shall control. Upon request in writing, each First Mortgagee, Insurer, Guarantor, or Trustee shall have the right:

(1) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;

(2) to receive, without charge and within a reasonable time after such request, any annual audited financial statements which are prepared and distributed by the Association to the Unit Owners within one hundred twenty (120) days at the end of each of its respective fiscal years;

(3) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(4) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws contained herein or Articles of Incorporation;

(5) to receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; and

(6) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

(b) No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers, Guarantors, or Trustees of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(c) Whenever such consent is required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within thirty (30) days after making the request for consent, provided the notice was delivered by certified or registered mail, return receipt requested.

ARTICLE XII GENERAL PROVISIONS

12.1 NOTICE TO MORTGAGEES. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration given to the Unit Owner whose Unit

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Ownership is subject to such mortgage or trust deed.

12.2 MANNER OF GIVING NOTICES. Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the Unit address of any member of the Board or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him/her by giving written notice of change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in the mailbox at such address as s/he may have designated pursuant hereto or, if s/he has not so designated, in the Building or at the door of his/her Unit in the Building.

12.3 NOTICES OF ESTATE OR REPRESENTATIVES. Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered, either personally or by mail to such party at the address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

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

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

12.6 CHANGE, MODIFICATION OR RESCISSION. The provisions of Article III, Article VI, Section 5 of Article VIII, and paragraph 7 of Article XIII of the Original Declaration, as incorporated in this Amended and Restated Declaration, including this Section 12.6, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the owners (or the maximum number of owners required or limited by the Condominium Property Act) and all mortgagees having bona fide liens of record against any Unit Ownerships. Except as the Condominium Property Act may provide for amending or modifying any provision, other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting for such change, modification, or rescission, signed and acknowledged by the Board, the owners having at least three-fourths (3/4ths) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to

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the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Condominium Property Act.

12.7 PARTIAL INVALIDITY. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration

12.8 LIBERAL CONSTRUCTION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development.

12.9 OWNERSHIP BY LAND TRUSTEE. In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this 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 of such Unit Ownership.

12.10 CONVEYANCE OF UNITS.

(a) Unrestricted Transfer. Subject to Article VII and Section 7.2 of this Declaration or any other provision of this Declaration which restricts leasing of Units, a Unit Owner may, without restriction under the Declaration, sell, give, devise, or otherwise transfer the entire Unit and Unit Ownership. Notice of any such unrestricted transfer shall be given to the Board, in the manner provided in this Declaration for giving notices, no later than five (5) days following the consummation of such transfer. The notice to the Board shall provide the names of all persons or entities that comprise the new Unit Ownership.

(b) Involuntary Sale.

(1) Foreclosure, Judicial, and Execution Sales. The Board shall have the authority, on behalf of the Association and the Unit Owners, to purchase or acquire a Unit or Unit Ownership or interest therein that is sold at any foreclosure, judicial or execution sale, subject to any requirements set forth in this Article XII. The Board shall have the authority, in its discretion, to borrow funds to finance the acquisition of any Unit or Unit Ownership or interest therein, provided however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the Unit or interest therein to be

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acquired. Any officer of the Board shall be authorized to execute any documents necessary to effectuate such purchase.

(2) Hardship Provision. In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed recorded against its Unit, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefore against such Unit, which lien shall have the same force and effect and may be enforced in the same manner as provided in this Declaration.

(c) Consent of Voting Members. This Declaration, as amended, does not provide any first option and right to the Board or Association to purchase a Unit upon a proposed sale, conveyance, gift, devise or transfer of any Unit. To the extent, after the effective date of this Amended and Restated Declaration, the Condominium Property Act or any other statute or law grants the Board or the Association any such first option and right to purchase (or "right of first refusal"), the Board shall not exercise any option to purchase any Unit Ownership or interest therein without the prior consent of all of the Voting Members except the members whose Unit or Units are the subject of the option. The members of the Board or their duly authorized representatives, acting on behalf of the other Unit Owners, may bid to purchase at any sale of a Unit Ownership or interest therein, which said sale is held pursuant to an order or direction of court, upon the prior unanimous consent of the voting members whose Units are not subject to the sale, which consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit or interest therein.

(d) Title to Acquired Interest. Any Unit or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Unit Owners. Said Unit or interests therein shall be sold or leased by the Board in such manner as the Board shall determine without having to comply with the provisions of this Article relating to the Board's rights of first refusal. All proceeds of such sale and/or lease shall be deposited in the maintenance fund and credited to each Unit Owner in the same proportion as its percentage ownership interest in the Common Elements.

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IN WITNESS WHEREOF, the undersigned Board Members, together with the approval and acknowledgment of Owners having at least three-quarters of the total vote of the Association as set forth on the pages attached hereto, have caused this instrument to be executed this 20th day of August, 2012.

Board of Directors Devonshire Terrace Condominium Association

Irving Abramson
Clair Bell
Nancy Meyers
Kenneth Roberts

Oliver H. Farrell-Ericsson

Being the Members of the Board of Directors of the Devonshire Terrace Condominium Association

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AFFIDAVIT OF OFFICER

I am an Officer of the Devonshire Terrace Condominiums Association, and certify that attached hereto are the signatures approving and acknowledging this Amended and Restated Declaration, of at least three-quarters (3/4) of the total Unit Owners in the Association, according to the current books and records of the Association.

I further certify that notice of and a copy of this Amended and Restated Declaration has been mailed by certified mail to all lien holders having bona fide liens of record against any unit ownership, not less than ten (10) days prior to the date of this Affidavit.

IN WITNESS WHEREOF, I have sent my hand and seal as an Officer of this Association on this 12th day of September, 2012.

Kenneth Puchner

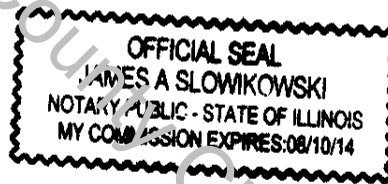
President, Board of Directors

Title

SUBSCRIBED AND SWORN to before me this 12th day of September, 2012.

[Signature]

NOTARY PUBLIC



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SIGNATURE PAGE FOR ADOPTING AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR DEVONSHIRE TERRACE CONDOMINIUM ASSOCIATION TO REPLACE ORIGINAL DECLARATION

The undersigned personally and as unit owners(s) by signing this document hereby approve and acknowledge the Amended and Restated Declaration of Condominium Ownership for Devonshire Terrace Condominium Association and all of its contents to replace the Original Declaration, as amended, and authorize detachment of this signature page from the copy to which it is attached and to attach this signature page to the Amended and Restated Declaration to be recorded.

UNIT OWNER

UNIT NO./UNIT ADDRESS

Robert Hartstein

201

Signature

ROBERT R HARTSTEIN

9801 Gross Point Rd
SKOKIE, IL 60076

Printed Name

PIN NO. (if known)

Ray Hartstein

Signature

RAY HARTSTEIN

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Benjamin Myers
Signature
BENJAMIN MYERS
Printed Name

202 - 9801 Gross Point Rd
Skokie, IL 60076

PIN NO. (if known)

Eda Myers
Signature
EDA MYERS
Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Signature

Printed Name

203

9801 Gross Point Rd.
Skokie, IL 60076

PIN NO. (if known)

Signature

Printed Name

Signature

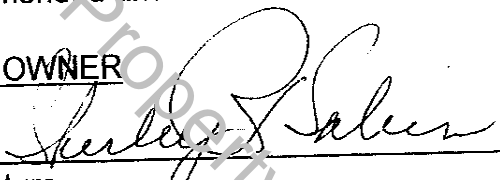
Printed Name

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UNIT OWNER


 Signature
 SHIRLEY R. SABINI

 Printed Name

UNIT NO./UNIT ADDRESS

 204

PIN NO. (if known)

 Signature

 Printed Name

 Signature

 Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Alaine Klein

205

Signature

ALAINÉ KLEIN

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

Property of Cook County Clerk's Office

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Dan Gumbiner

206

Signature

DAN GUMBINER

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Constantin Theodoropoulos
Signature
CONSTANTIN Theodoropoulos
Printed Name

207 - 9801 Gross Point Rd
Skokie, IL 60076

Phyllis Theodoropoulos
Signature
Phyllis Theodoropoulos
Printed Name

PIN NO. (if known)

Signature

Printed Name

DeKalb County Clerk's Office

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Diana Lazarus

208

Signature

DIANA LAZARUS

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

Property of Cook County Clerk's Office

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UNIT OWNER:

UNIT NO./UNIT ADDRESS

Herbert L. Shield
Signature

#209-9801 GROSS POINT RD., SKOKIE, IL

Herbert L. Shield
HERBERT L. SHIELD
Printed Name

PIN NO. (if known)

Lorraine M. Shield
Signature
Lorraine M. Shield
Printed Name

Signature

Printed Name

Cook County Clerk's Office

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Rosemary Harrington
Signature
ROSEMARY HARRINGTON
Printed Name

#210
9801 Grass Point Rd Skokie, IL
60076

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

Office of Cook County Clerk's Office

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UNIT OWNER

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

UNIT NO./UNIT ADDRESS

211 9801 Gross Point Rd.

PIN NO. (if known)

PROPERTY OF Cook County Clerk's Office

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Signature

SHIRLEE BERNSTEIN

Printed Name

Shirlee Bernstein

Signature

Earl A. Jacobson

Printed Name

EARL A. JACOBSON

Shirlee Bernstein

Signature

SHIRLEE BERNSTEIN

Printed Name

212

PIN NO. (if known)

Property of
San Diego County Clerk's Office

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Dale Gordon

214

Signature

DALE GORDON

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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SIGNATURE PAGE FOR ADOPTING AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR DEVONSHIRE TERRACE CONDOMINIUM ASSOCIATION TO REPLACE ORIGINAL DECLARATION

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Ellen Kuyfher

215

Signature

Ellen Kuyfher

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Mladen Galić
Signature

215

MLADEN GALIĆ
Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Sylvia Start

217

Signature

SYLVIA START

Printed Name

PIN NO. (if known)

William Start

Signature

WILLIAM START

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Nancy Marcus

218 - 9801 Crows Pkrd - Shore

Signature

NANCY MARCUS

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Ann Godfrey

219

Signature

ANN GODFREY

Printed Name

PIN NO. (if known)

Harry Labno

Signature

HARRY LABNO

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Cheryl S Fabian
Signature

9801 Crosspoint RD #220

Cheryl S Fabian
Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

anne baird

apt. 221

Signature
ANNE BAIRD

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Louis Harvin
Signature

222

hois harvin
Printed Name

PIN NO. (if known)

Signature

1021

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Marian Marcus

223

Signature

MARIAN MARCUS

Printed Name

PIN NO. (if known)

Signature

12-26

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Irving Abramson

224 - 9801 GROSS PT RD
SKOKIE, IL.

Signature

IRVING ABRAMSON

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Bessie Harris
Signature
BESSIE HARRIS
Printed Name

302

PIN NO. (if known)

Signature

1025

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

303

9801 Gross Pointe #303

Signature Esther Simon

Printed Name

ESTHER SIMON

Signature Esther Simon

Printed Name

PIN NO. (if known)

Signature

Printed Name

Property of Cook County Clerk's Office

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Katherine Puckett

304

Signature

Katherine Puckett

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Echol I. Stern
Signature
Echol I. Stern
Printed Name

305

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

George Houston

306

Signature

GEORGE HOUSTON

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Ruth Hayes

307

Signature

Ruth Hayes

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Naida P. Meyers

Unit 308

Signature

9801 Erase Point Rd
Skokie, IL 60076

NAIDA P. MEYERS

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Dora Safirstein

310 / 9801 Gross Point Rd.
Skokie, IL 60076

Signature

DORA SAFIRSTEIN
Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

Property of Cook County Clerk's Office

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

311 - 9801 Gross Point Rd Skokie, IL

PIN NO. (if known)

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Kira H. Farrell

312

Signature

MISA W. FARRELL

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Doris Abramson

315

Signature

DORIS ABRAMSON

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Rowina Reynolds
Signature

8-912 / 9801 / 316
Grosspoint Unit #

ROWINA REYNOLDS
Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Barlene Coyle

317

Signature

Barlene Coyle

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Bernice Willerman
Signature
BERNICE WILLERMAN
Printed Name

318 / 9801 Gross Point Rd.
SKOKIE, IL 60076

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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#319

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Roy Craig Sonenberg

#319

Signature

ROY CRAIG SONENBERG

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

[Handwritten Signature]

#320

Signature

JANE KUTSALOVA

Printed Name

PIN NO. (if known)

[Handwritten Signature]

10-10-ACB-019-1042

Signature

JANE KUTSALOVA

Printed Name

Signature

Printed Name

PROPERTY OF COOK COUNTY Clerk's Office

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Francine Markwell

#321 / 9801 Gross Point Rd.
SKOKIE, IL. 60076

Signature

FRANCINE MARKWELL

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

323

PIN NO. (if known)

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UNIT OWNER

UNIT NO./UNIT ADDRESS

Elaine Friedman

324

Signature

ELAINE FRIEDMAN

Printed Name

PIN NO. (if known)

Signature

Printed Name

Signature

Printed Name

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EXHIBIT "A"

TO

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR DEVONSHIRE TERRACE CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION

Units 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, and 324 in the Devonshire Terrace Condominium, as delineated on a Plat of Survey of the following described parcel: That part of the Northwest 1/4 of the south East 1/4 of Section 10, Township 41 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at a point 19 chains and 90 links south of and 7 chains, 86 links East of the Northwest Corner of the South East 1/4 of Section 10, Township 41 North, Range 13 East of the Third Principal Meridian running thence north 44 degrees east 543.0 feet; thence southeasterly 426.0 feet to a point on the east line of the West 1/2 of the South East 1/4 of the above Section, 286 feet north of the Southeast Corner of the Northwest 1/4 of the South East 1/4 of said Section 10; thence south on said east line of the West 1/2, 275.0 feet to a point 11 feet north of the Southeast Corner of said Northwest 1/4 of the South East 1/4 of Section 10; thence westerly to the Point of Beginning 792.10 feet (except the east 163.0 feet and except the south 128.0 feet of said land);

Also

Parcel 2: The Southerly 10 feet (as measured at right angles to the southerly line) of Lot 1 in Paul Herme's Subdivision of part of the West 1/2 of the South East 1/4 of Section 10, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

Which Plat of Survey is attached as Exhibit A to the Declaration of Condominium Recorded as Document Number 23562310 with the Cook County Recorder of Deeds, together with each unit's undivided percentage of interest in the common elements.

P.I.N.S: 10-10-406-019-1001 thru and including 1046

(All units located at 9801 Gross Point Road, Skokie, IL 60076)

Prepared by: Dickler, Kahn, Slowikowski & Zavell, Ltd.
& RETURN TO 85 W. Algonquin Road, Suite 420
Arlington Heights, IL 60005