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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR LISHMORE PLACE PHASE III CONDOMINIUMS
AND
DECLARATION OF BYLAWS FOR
THE LISHMORE PLACE PHASE III CONDOMINIUM ASSOCIATION
AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

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

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EXHIBIT "C" – LEGAL DESCRIPTION

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS
FOR LISHMORE PLACE PHASE III CONDOMINIUMS
AND
DECLARATION OF BYLAWS FOR
THE LISHMORE PLACE PHASE III CONDOMINIUM ASSOCIATION
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and Easements, Restrictions and Covenants (hereafter referred to as "Declaration") for Lishmore Place Phase III Condominium Association (hereafter referred to as "Association") which Declaration was recorded on December 20, 2000, as Document No. 00998205 in the Office of the Recorder of Deeds of Cook County, Illinois, against the property (hereafter referred to as "Property") legally described in Exhibit "A" attached hereto.

This amendment is adopted pursuant to the provisions of Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27. This section of the Act provides that, where there is an omission or error in the Declaration, By-Laws or other condominium instruments, the Association may correct the error or omission by an amendment in order to conform the instrument with the provisions of the Act. The amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Managers unless the Board of Managers' action is rejected by a majority of the votes of the unit owners at a meeting of the unit owners duly called for that purpose pursuant to a written petition of the unit owners having twenty percent of the votes of the Association filed within thirty (30) days after the action of the Board of Managers to approve the amendment.

A. By this Declaration, the Property (as hereinafter defined) is submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time.

B. By this Declaration, the Association is established for the benefit of all future owners and occupants of the Property, and each part thereof, 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.

C. The Property shall from and after the date of the recording of this Declaration, be known as LISHMORE PLACE PHASE III CONDOMINIUMS or such other name as may be subsequently adopted pursuant to the Act (as hereinafter defined) by the Board (as hereinafter defined).

D. By this Declaration, the owners, mortgagees, occupants and other persons acquiring any interest in the Property shall at all times enjoy the benefits of and shall at all times hold their interests subject to the rights, easements, privileges and restrictions hereafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership, and to facilitate the proper administration of the Property and are

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established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

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

ARTICLE I DEFINITIONS

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

- A. **Act** means the Condominium Property Act of the State of Illinois, as amended from time to time.
- B. **Association** means the LISHMORE PLACE PHASE III CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation.
- C. **Balcony or Patio** means the portion of the Limited Common Elements designated as a "balcony" or "patio" on the Plat, if any.
- D. **Board** means the Board of Directors of the Association.
- E. **Building** means all structures, attached or unattached, containing one or more Units constructed at any time on the parcel.
- F. **Bylaws** means the Bylaws of the Association which are set forth in this Declaration, as may be amended from time to time.
- G. **Closing** means the date on which title to a Unit Ownership is conveyed by the Declarant to a Purchaser.
- H. **Common Elements** means all portions of the Property except the Units, including the Limited Common Elements.
- I. **Common Expenses** means the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
- J. **Condominium Instruments** mean all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including this Declaration, the Bylaws and the Plat.
- K. **Declaration** means this instrument by which the Property is submitted to the provisions of the Act, and all Exhibits attached to this instrument and all amendments to this instrument made from time to time pursuant to the provisions of this instrument.

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L. **Developer** means BURKE & SONS CONSTRUCTION, LTD., including any successor or successors to the entire interest of such party in the Property other than the purchaser of an individual Unit.

M. **Garage Unit** means each garage unit intended for the parking of one or more motor vehicles as designated on the plat, if any.

N. **Limited Common Elements** mean a portion of the Common Elements so designated in this Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units.

O. **Majority of Unit Owners** mean 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. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

P. **Occupant** means a person in possession of a Unit regardless of whether such person is a Unit Owner.

Q. **Parcel** means the entire tract of land legally described in Exhibit C of this Declaration, submitted to the provisions of the Act.

R. **Parking Area** means each portion of the Common Elements designated as a Parking Area on the Plat, if any.

S. **Parking Space** means each portion of the Limited Common Elements intended for the parking of one motor vehicle as designated on the plat, if any.

T. **Person** means a natural individual, corporation, partnership, or legal entity capable of holding title to real property.

U. **Plat** means the Plats of Survey attached to this Declaration as Exhibit "A" together with all authorized amendments thereto made from time to time pursuant to the provisions of this Declaration.

V. **Property** means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including without limitation, the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

W. **Purchaser** means any Person who purchases a Unit in a bona fide transaction for value.

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X. **Unit** means a part of the property designated and intended for any type of independent use.

Y. **Unit Owner** means the Person or Persons whose estates or interests individually or collectively, aggregate fee simple absolute ownership of a Unit.

Z. **Unit Ownership** means a part of the Property consisting of one Unit and the undivided percentage interest in the Common Elements allocated thereto.

AA. **Voting Member** means the person entitled to exercise all voting power in respect to a Unit Ownership.

BB. **Resident** means an individual who resides in a Residential Unit at the Association.

CC. **Residential Unit** means a Unit other than a Garage Unit.

ARTICLE II UNITS

A. **Description.** All Units are delineated on the Plat and are listed on Exhibit B attached hereto. Each Unit consists of the space enclosed and bounded by the horizontal and vertical plans set forth in the delineation thereof on Exhibit A attached hereto as well as any pipes, ducts, flues, shafts, electrical wiring and conduits, and individual heating, cooling, and ventilation systems or equipment situated entirely within a Unit and serving only such Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A attached hereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A attached hereto and every such description shall be deemed good and sufficient for all purposes.

B. **Combination of Units.** No Unit Owner shall by deed, plat, court decree or otherwise, combine or subdivide or in any other manner cause any Unit owned by such Unit Owner to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

C. **Certain Structures Not Constituting Part of a Unit.** A Unit shall not include, any structural component of any of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through a Unit and forming a part of any system serving more than one Unit or the Common Elements, or any components of communication, master antenna, or refuse collection systems, if any, located in a Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Units.

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ARTICLE III COMMON ELEMENTS

A. Description. The Common Elements include, without limitation the land, foundation, walls, hallways, stairways, entrances and exits, lobby areas, Parking Areas, mechanical equipment areas, basements, boilers, the boiler room, roofs, master television antenna systems, if any, (whether leased or owned), pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), heating, cooling and ventilating systems (except those individual heating, cooling and ventilating systems or equipment entirely within a Unit and serving only such Unit), public utility lines, structural parts of each of the Buildings, outside walks and driveways, landscaping and all other portions of the Property except the Units. Any reference to "Common Elements" appearing on the Plat shall be deemed solely for purposes of general information and shall not be limiting in any way.

B. Ownership of Common Elements. Each Unit Owner shall be entitled to 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 hereto. The percentage of ownership interests set forth in such Exhibit "B" have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by a recorded amendment to this Declaration signed by the persons and entities required under the provisions of this Declaration. Each of such ownership interests 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. 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 be deemed, conveyed or encumbered with 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.

C. Limited Common Elements. The following portions of the Common Elements are hereby designated as Limited Common Elements: (i) the Balcony or Patio shown on the Plat adjoining a Unit, if any; (ii) the interior surface of all floors, walls and ceilings forming the boundaries of a Unit; and (iii) all doors, windows and glass in the walls forming the boundaries of a Unit, (iv) garages will be assigned as shown on Exhibit "B" attached hereto.

D. Use of Common Elements in General. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and the portions of the Property subject to leases made by the Board and except for the Parking Areas) in common with all other Unit Owners, as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such right to use of Common Elements shall extend to not only each Unit Owner, but also to such Unit Owner's agents, servants, family members, customers, invitees and guests. Each Unit Owner, however, shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to any adjoining the Unit owned by such Unit Owner. Such rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, the Condominium Instruments and the rules and regulations of the Board. In addition, subject to the

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provisions of the Condominium Instruments and the Act, the Board shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements. All income derived by the Board from leases, concessions or other sources shall be held and used for the benefit of the Association pursuant to such rules and regulations as the Board may adopt or prescribe.

E. Disclaimer of Bailee Liability. Each Unit Owner shall be responsible for such Unit Owner's personal property located in any Storage Area. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, the Developer nor the Declarant shall be (i) considered a bailee of any personal property stored in the Common Elements (including without limitation, property located in the Storage Areas and vehicles parked in the Parking Areas) whether or not exclusive possession of any particular area shall be given to any Unit Owner for storage or parking purposes, or (ii) responsible for the security of such personal property or for any loss or damage thereto whether or not due to negligence.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

A. Submission of Property to the Act. The Property is hereby submitted to the provisions of the Act.

B. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to the Unit Ownership owned by such Unit Owner without including therein both the interest in the Unit and the corresponding percentage of ownership in the Common Elements owned by such Unit Owner, 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.

C. Easements.

1. Encroachments. In the event that (i) by reason of the construction, repair, reconstruction, settlement or shifting of any of the Buildings, 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 (ii) 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 other Unit Owners, or (iii) by reason of the design or construction of any utility, heating, cooling or ventilating systems, any pipes, ducts, flues, shafts, 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 the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the

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Common Elements, as the case may be; provided, however, 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 the other Unit Owners.

2. Easements for Utilities. AT&T, Commonwealth Edison Company, and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment in, to, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with Utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along and on any portion of the Common Elements. Easements are also hereby declared and granted to the Board and their respective representatives, employees and contractors to enter and work in any Unit to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, flues, shafts, conduits, public utility lines, components of the communications systems, if any, or structural components, which may run through or in the floor, ceiling or walls of or in a Unit.

3. Blanket Pedestrian Easement over Garage Units. Pedestrians are hereby granted an easement for ingress and egress over and upon garage units for the purpose of transverseing to and from their vehicles to and from any and all doors.

4. Easements to Run with Land. All easements and rights described in this Article IV are easements and rights appurtenant running with the land, and in perpetuity shall remain in full force and effect and inure to the benefit of each person and entity specified in this Article IV in whose favor such easement is granted, and be binding on the Property and each Unit Owner, purchaser, mortgagee and other Person having an interest in the Property or any part 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 Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees and fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

A. Common Expenses. Each Unit Owner shall pay his proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his percentage of ownership interest in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the Bylaws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the Unit Ownership of such Unit Owner as provided in the Act.

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B. **Separate Mortgage.** Each Unit Owner shall have the right, subject to the provisions of this Declaration, to make a separate mortgage or encumbrance on such Unit Owner's Unit Ownership. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof other than such Unit Owner's Unit Ownership.

C. **Real Estate Taxes.** It is understood that real estate taxes are to be separately taxed to each Unit Owner for each Unit Ownership owned by such Unit Owner.

ARTICLE VI INSURANCE

Notwithstanding anything herein concerning insurance:

(A) **Property Insurance.** 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 property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, 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. The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners.

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

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(C) Property and general liability insurance policies required to be carried by the Association 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 or her right to subrogation under the Association policy against the Association and the Board.

(D) Adjustment of Losses; Distribution of Proceeds. Any loss covered by the property policy required to be maintained by the Association must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

(E) Primary Insurance. If at the time of a loss under the Association's 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.

(F) 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 Unit 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.

(G) Directors and Officers Coverage. The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. 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 this Declaration and By-Laws of the Association.

(H) Mandatory Unit Owner Coverage. The Board may require condominium Unit Owners to obtain insurance covering their personal liability and compensatory (but not

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consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the directors may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

ARTICLE VII ADMINISTRATION

A. Association. The Association has been formed as a not-for-profit corporation under the General Not-For-Profit Act of the State of Illinois and has the name LISHMORE PLACE PHASE III CONDOMINIUM ASSOCIATION. The Association shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elements (other than the Limited Common Elements) and for the other purposes specified in this Declaration. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner and upon the transfer of his Unit Ownership the new Unit Owner succeeding to such Unit Ownership shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein and shall have only one class of membership.

B. Administration. The administration of the Property shall be vested in the Board of Directors of the Association which shall consist of three (3) persons who shall be elected in the manner set forth in the Bylaws. The Board of Directors of the Association shall be deemed to be the Board of Managers for the Unit Owners referred to in the Act.

1. Each member of the Board shall be one of the Unit Owners and shall reside on the Property; provided, however, if 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, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board so long as such agent or beneficiary resides on the Property, and

2. If a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.

C. Duties and Powers of the Association. The duties and powers of the Association and Board shall be those set forth in the Articles of Incorporation of the Association and this Declaration (including the Bylaws); provided, however, the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the Bylaws and such Articles of Incorporation, on the other hand.

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D. **Board's Determination Binding.** In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question or interpretation of application of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

E. **Liability of the Board.** 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. 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 connections with the defense of any claim, action, suit or proceedings, 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 (a) 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 duties as such member or officer or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board of 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 thereunder as his percentage of interest in the Common Elements bears to the total percentage of interest of all Unit Owners in the Common Elements. Every agreement made by the Board on behalf of the Unit Owners shall provide that 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 percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

ARTICLE VIII MAINTENANCE, ALTERATIONS AND DECORATING

A. **Maintenance, Repairs and Replacements by Unit Owner.** Except as required by the Act or otherwise provided in this Declaration, each Unit Owner, at such Unit Owner's sole cost and expense, shall provide and be responsible for all maintenance, repair and replacement required to keep in good condition (i) the Unit owned by such Unit Owner, (ii) all refrigerators, ranges, ovens, dishwashers, air conditioning units, appliances and heating, lighting, plumbing

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and electrical fixtures and equipment within such Unit and serving only such Unit, and (iii) that portion of the Limited Common Elements assigned to each Unit.

B. Maintenance, Repair and Replacement by the Board. The Board shall provide and be responsible for all maintenance, repair and replacement required to keep in good condition the Common Elements other than the Limited Common Elements. The cost and expenses of the maintenance, repair and replacement of the Common Elements (other than the Limited Common Elements) and the cost and expense of the maintenance, repair and replacement of the Limited Common Elements, if any, which the Board elects to maintain, repair or replace shall be part of the Common Elements.

C. Payment of Mechanic's Lien Claims by the Board. The Board may cause to be discharged any mechanic's lien or other encumbrance which arises from labor or material furnished or supplied after the date of this Declaration and which, in the opinion of the Board, may constitute a lien against the Property and/or the Common Elements, rather than a lien against a particular Unit Owner Ownership. If all of the Unit Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the amount paid by the Board to discharge such lien and costs and expenses (including attorney's fees) incurred by reason of such lien shall be part of the Common Expenses. If less than all the Unit Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the Unit Owners responsible for such lien shall be jointly and severally liable for the amount necessary to discharge such lien and the costs and expenses (including attorney's fees) incurred by reason of such lien.

D. Board's Election to Repair Unit. Whenever the Board shall determine, in its discretion, that any maintenance, repair or replacement of any portion of any Unit or the Limited Common Elements which the Unit Owner of such Unit is required to maintain, repair or replace pursuant to Paragraph A above is necessary to protect (i) the portion of the Common Elements which the Board is required or has elected to maintain, repair or replace under this Declaration, or (ii) any other portion of the Property, the Board may cause a written notice of the necessity for such maintenance, repair or replacement to be served by delivering a copy thereof to any Occupant of such Unit, or by mailing the same by certified mail addressed to the Unit Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance, repair or replacement within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance, repair or replacement to be performed at the cost and expense of such Unit Owner.

E. Damage Caused by a Unit Owner. If, due to the act or neglect of a Unit Owner, a member of his family, a guest, agent, employee, invitee or visitor of such Unit Owner, (i) damage shall be caused to any portion of the Common Elements which the Board is required or has elected to maintain, repair or replace, such Unit Owner, promptly upon demand by the Board, shall reimburse the Board for the amounts paid by the Board to repair such damage, or (ii) damage shall be caused to any Unit or other portion of the Property which a Person other than such Unit Owner is required to maintain, repair or replace, such Unit Owner, promptly upon demand by such Person, shall reimburse such person for the amounts paid by such Person to repair such damage.

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F. Authority of Board. The Board shall have authority to take, or refrain from taking, any action pursuant to this Article VIII. Nothing in this Article shall be construed to impose a contractual liability on the Board for maintenance repair or replacement, and the Board's liability shall be limited to damages resulting from negligence. All expenses which, pursuant to this Article VIII, are chargeable to any Unit Owner may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

G. Improvements by a Unit Owner. No alteration of any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions, and improvements within the Unit owned by such Unit Owner after written notice to the Board and without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit, or in, on or to the Common Elements, which will impair the structural integrity of any of the Buildings or which would structurally change any of the Buildings. Notwithstanding anything to the contrary set forth in this Paragraph G, no Unit Owner may make any modification to or tamper with any master television outlet in any Unit owned by such Unit Owner, and no Unit Owner may make any connection to any such outlet unless such connection is approved by the Board.

H. Decorating. Each Unit Owner shall furnish and be responsible for, at such Unit Owner's sole cost and expense, all of the decorating within such Unit Owner's Unit and all of the decorating of the Limited Common Elements adjoining such Unit, including without limitation painting, wall papering, washing of the interior surfaces of windows, balcony doors and other glass, other cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. Notwithstanding the foregoing, the use of and the covering of the surfaces of windows, whether by draperies, shades or other items visible on the exterior of any of the Buildings and the use and decorating of balconies shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than the Limited Common Elements) and any redecorating of Units caused by maintenance, repair or replacement work on any of the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses.

ARTICLE IX CONDOMINIUM ASSOCIATION ARBITRATION AGREEMENT

The homeowners of LISHMORE PLACE PHASE III CONDOMINIUMS ASSOCIATION hereby agree that an arbitration process will be used by the residents of this condominium in case of a property owner's dispute. The arbitrator in these disputes will be American Arbitration Association and all homeowner's hereby acknowledge that the decision reached by American Arbitration Association will be binding on all property owners. Further, it is agreed that any and all disputes submitted to this arbitration process will be settled within 60 days of initial submission to the arbitrator.

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We hereby agree and represent that this Arbitration Agreement is hereby binding on current or future owners of this association.

ARTICLE X

DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF PROPERTY

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

B. **Insufficient Insurance.**

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

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

3. In the case of damage or other destruction, upon affirmative vote of not fewer than three-fourths (3/4ths) 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

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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 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.

C. Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion so taken 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 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 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.

D. 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 Elements having the same vertical and horizontal boundaries as before.

ARTICLE XI SALE OF THE PROPERTY

At a meeting duly called for such purpose, the Unit Owners by affirmative vote of Voting Members having at least ninety percent (90%) of the total vote, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit 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

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and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by an appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may select a qualified appraiser, experienced in the appraisal of condominium units in the Chicago, Illinois Metropolitan Area and the two, so selected, shall select a third appraiser, experienced in the appraisal of condominium units in the Chicago, Illinois Metropolitan Area and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share of said cost shall be a Common Expense.

ARTICLE XII BYLAWS

The provisions of the following Articles XIII, XIV, XV, XVI and XVII shall constitute the Bylaws of the Association and the Bylaws prescribed by the Act.

ARTICLE XIII BOARD OF DIRECTORS

A. In General. The direction and administration of the Property shall be vested in the Board of Directors of the Association which shall consist of three (3) persons who shall be elected in the manner set forth in the Bylaws.

1. Each member of the Board shall be one of the Unit Owners and shall reside on the Property, provided, however, if 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, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board so long as such agent or beneficiary resides on the Property, and

2. If a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.

B. Election of Board Members. 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. Successors shall be elected for a term of one (1) year each. The Voting Members having at least two-thirds (2/3rds) of the total vote may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that (i) such number shall not be less

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than three (3), (ii) the terms of at least one-third (1/3) of the persons on the Board shall expire annually, and (iii) no Board member or officer shall be elected for a term of more than two (2) years but Board members or officers may succeed themselves. Members of the Board shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote of the remaining members thereof. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds. Except as otherwise provided in this Declaration, the property shall be managed by the Board and Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt provided, however, that (i) each Unit Owner shall be entitled to notice in the same manner as provided in these Bylaws of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of any assessment, and (ii) the Board shall meet no less than four (4) times each year. A majority of the total number of members on the Board shall constitute a quorum;

1. **Mail-In Ballot Election.** If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners. Every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot. A ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner. If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within 14 days after the Board's approval of a rule adopted pursuant to subparagraph (B), the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified;

2. **Secret Ballot Election.** The Association may, upon adoption of the appropriate rules by the Board of Managers, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. A candidate for election to the Board of Managers or

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such candidate's representative shall have the right to be present at the counting of ballots at such election; and;

3. The Board of Managers may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate. Any proxy distributed for Board elections by the Board of Managers must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

C. **Officers.** The Board shall elect from among its members for the term of one (1) year (i) a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto on behalf of the Board of the Association as provided herein and in the Act, (ii) a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of the Secretary. The Secretary of the Association is hereby designated as the person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board of Managers; (iii) a Treasurer to keep the financial records and books on account, and (iv) such additional officers as the Board shall see fit to elect. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by a vote of two-thirds (2/3rds) of the total membership of the Board at a special meeting thereof.

D. **Removal.** Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3rds) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting, any subsequent annual meeting or any subsequent special meeting called for that purpose. The remaining members of the Board may fill a vacancy on the Board by a two-thirds (2/3rds) vote until the next annual meeting of 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. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board 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 such a meeting.

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E. **Board Meetings.** Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board of Managers except where there is no common entranceway for seven (7) or more Units, the Board of Managers may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted.

F. **Notice of Owners' Meetings.** Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting.

G. **Notice to Members of Board of Meeting.** Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice. The Board shall meet at least four (4) times annually, on the first Mondays of February, May, August and November, and at such other times as the Board deems necessary.

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

1. To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board of Managers, upon written petition by Unit Owners with 20 percent (20%) of the votes of

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the association delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

2. Preparation, adoption, and distribution of the annual budget for the Property;
3. Levying of assessments;
4. Collection of assessments from Unit Owners;
5. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements (other than the Limited Common Elements);
6. Obtaining adequate and appropriate kinds of insurance;
7. Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it;
8. To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium unit;
9. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
10. To have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;

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11. To pay for water, waste removal, other operating expenses, electricity, telephone, and other necessary utility service for the Common Elements (other than the Limited Common Elements);

12. To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (other than the Limited Common Elements) and such furnishings and equipment for the Common Elements (other than the Limited Common Elements) as the Board shall determine are necessary or proper, and the Board shall have exclusive right and duty to acquire the same for the Common Elements (other than the Limited Common Elements);

13. To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or Bylaws of which, in its opinion, shall be necessary and proper for the maintenance and operation of the Property, as a first-class condominium development or for the enforcement of the Board's rules and regulations;

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

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

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

17. The Board's powers hereinabove enumerated and described in this Declaration shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements in accordance with the provisions of this Declaration) requiring an expenditure in excess of

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Two Thousand Five Hundred Dollars (\$2,500.00) without in each case the prior approval of Voting Members having two-thirds (2/3rds) of the total votes;

18. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers or agent or agents of the Board in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the treasurer and counter-signed by the president of the Board;

19. The Board may adopt such reasonable rules and regulations which are not inconsistent with this Declaration and which the Board deems advisable for the maintenance, administration, management, operation, use, conservation, and beautification of the property, and for the health, comfort, safety, and general welfare of the Unit Owners and Occupants. Written notice of such rules and regulations shall be given to all Unit Owners and Occupants, and all Unit Owners and Occupants shall at all times be subject to and comply with such rules and regulations and the entire Property shall at all times be maintained subject to such rules and regulations;

20. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board and the Board may retain the services of any accountant and attorney. Any agreement for professional management of the condominium project, or any other contract providing for services of the developer, sponsor, or builder, may not exceed three years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on 90 days or less written notice;

21. Nothing hereinabove contained shall be construed to give the Board, the Association, or the Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them; and

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

23. To impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;

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24. By a majority vote of the entire Board of Managers, to assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association;

25. To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act;

26. To record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act, and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television service for all of the Units of the condominium on a bulk identical service and equal cost per Unit; and to assess and recover the expense as a common expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit;

27. To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;

28. To reasonably accommodate the needs of a handicapped Unit Owner as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances, in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit.

29. To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board or any contract entered into prior to the recording of the Declaration pursuant to the Act, and to distribute the notice to the unit owners within 7 days of the acceptance of the service by the Board. The service shall be effective as if each individual unit owner had been served individually with notice.

30. The Board of Managers may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children.

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31. Matters subject to the affirmative vote of not less than two-thirds of the votes of Unit Owners at a meeting duly called for that purpose shall include, but not be limited to: (1) merger or consolidation of the Association; (2) 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 of land or of Units on behalf of all Unit Owners.

ARTICLE XIV MEMBERS (UNIT OWNERS)

A. **Voting Rights.** There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Member shall be the Unit Owner or one of the Persons included in the Unit Owner of a Unit Ownership or the beneficiary or one of the beneficiaries of a land trust which is a Unit Owner or some person (who need not be a Unit Owner) designated by such Unit Owner or beneficiary or beneficiaries to act as proxy on behalf of such Unit Owner or beneficiary or beneficiaries. Such designations 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 Unit Owner. Any or all of the Persons included in the Unit Owner of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the Unit Ownership may vote or take any other action as a Voting Member either in person or by proxy. Where there is more than one owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners cast the votes 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. The total number of votes of all Voting Members shall be 100, and each Unit Owner shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to such Unit Owner's Unit Ownership as set forth in Exhibit B attached hereto. The Association shall have one class of membership only and nothing contained in the Condominium Instruments shall permit or allow different classes of membership among the Unit Owners.

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

C. **Annual Meetings.** There shall be an annual meeting of the Voting Members on the first Wednesday of each succeeding November thereafter at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

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D. Special Meetings. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the president of the Board, a majority of the Board, or by the Voting Members have 20% of the total votes and delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered. Matters to be submitted at special meeting of the Voting Members shall first be submitted to the Board, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

E. Notice of Meetings. Notices of meetings required to be given under this Declaration may, be delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by such person to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) days and no more than thirty (30) days prior to the date fixed for such meeting and such notice shall state the date, time, place and purpose of such meeting.

F. Miscellaneous. No merger or consolidation of the Association, no sale, lease, exchange, mortgage, pledge, or other disposition of all, or substantially all of the property and assets of the Association, and no purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3rds) of the votes of Unit Owners, unless a greater percentage is otherwise provided for in this Declaration. At any time, in the event that thirty percent (30%) or less of the total number of Units control in excess of fifty percent (50%) of the total votes of the Association, any provision in this Declaration which requires a vote by Unit Owners holding a certain percentage of the total vote shall require, in lieu thereof, that the percentage required be based on the number of Units rather than the percentage of the votes allocable to Units pursuant to their respective percentage of ownership in the Common Elements.

ARTICLE XV ASSESSMENTS - MAINTENANCE FUND

A. Estimated Annual Budget and Assessments. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all Common Elements which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all Anticipated Common Expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the

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Common Expenses, if any. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Expenses as set forth in Exhibit "B" attached hereto. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for membership meeting of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment. Said meetings of the Board shall be open to any Unit Owner, and notice of such meeting shall be mailed as provided above, unless a written waiver of such notice is signed by the Person or Persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as the Board may direct one-twelfth (1/12th) of the assessment against such Unit Owner's Unit Ownership made pursuant to this Paragraph. On or before April 1 of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of Ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

B. Estimated Annual Budget and Assessments in Excess of 115%. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Managers, upon written petition by unit owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the unit owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the unit owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

C. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or nonrecurring Common Expense, any Common Expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners.

D. Special Assessment. Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board of Directors to adopt a separate (special) assessment.

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1. Except as provided in subsection (d) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board of Directors, upon written petition by Unit Owners 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 Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

2. Any Common Expense 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.

3. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board of Directors without being subject to Unit Owner approval or the provisions of item (b) above or item (e) below. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

4. 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 of the total votes of all Unit Owners.

5. The Board of Directors may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (d) and (e), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

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

F. Records of the Association.

a. 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 mortgagees and their duly authorized agents or attorneys.

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(1) Copies of the recorded Declaration, By-Laws, other condominium instruments and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the association or its Board shall be available. Prior to the organization of the association, the developer shall maintain and make available the records set forth in this subsection (a) for examination and copying.

(2) Detailed accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the association shall be maintained.

(3) The minutes of all meetings of the association and the Board shall be maintained. The association shall maintain these minutes for a period of not less than 7 years.

(4) Ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the unit owners shall be maintained for a period of not less than 1 year; provided that for associations that adopt the secret ballot election process under Section 18 of the Act, unless directed by court order, only the voting ballot excluding a unit number shall be subject to inspection and copying.

(5) Such other records of the association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(6) With respect to units owned by a land trust, if a trustee designates, in writing, a person to cast votes on behalf of the unit owner, that designation shall remain in effect until a subsequent document is filed with the association.

b. Where a request for records under this Section is made in writing to the Board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the Board.

c. A reasonable fee may be charged by the association or its Board for the actual cost of copying.

d. If the Board fails to provide records properly requested under subsection (a) within the time period provided in subsection (b), the unit owner may seek the appropriate relief including an award of attorney's fees and costs.

G. Use of Funds. All funds collected hereunder shall be held and expended for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit B attached hereto.

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

I. Assessments. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered Unit Ownership which become due and payable subsequent to the date the encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the Common Expenses or of any other expenses required to be paid hereunder upon due, such rights and remedies shall include: (i) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereof, at the maximum rate permitted by law, and all fees and costs (including attorneys' fees) incurred in the collection thereof; (ii) the right, by giving such defaulting Unit Owner five (5) days' written notice of the election of the Board to do so, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (iii) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in "an act in regard to Forcible Entry and Detainer, approved February 16, 1874, as amended, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

J. Nonuse. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Expenses or abandonment of his Unit.

K. User Charges. The Board may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners of which, in the judgment of the Board, should not be charged to every Unit Owner. Such expenses may include, without limitation, charges for use of master antenna system and fees for such other services and facilities provided

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to Unit Owners which should not be reasonably allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Paragraph, and the Board may elect to treat all or any portion thereof as Common Expenses.

ARTICLE XVI COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

A. **General Use.** Each part of the Property shall be used for the purposes for which such part of the Property was designed. Each Unit which was, or any two or more adjoining Units used together which were, designed for use as a residence shall be used as a residence or such other uses permitted by this Declaration and for no other purpose, and no residential Unit shall (without the prior written consent of the Board) be occupied for sleeping quarters by more than the following number of persons:

- 1 Bedroom Unit - 3 persons
- 2 Bedroom Unit - 4 persons

That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

B. **Obstruction of Common Elements and Unit Maintenance.** There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and the Limited Common Elements adjoining his Unit.

C. **Prohibited Use.** Nothing shall be done or kept in any Unit, or in the Common Elements, which will increase the rate of insurance on the Building or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in any of the Buildings, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories, or equipment to the heating or plumbing system, without the prior written consent of the Board.

D. **Unit Owner Insurance.** Each Unit Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the

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Property and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.

E. Exterior Attachments. Unit Owners shall not cause or permit anything to be placed on the outside walls of any of the Buildings and no sign, awning, canopy, shutter, radio, or television antenna or satellite dish shall be affixed to or placed upon the exterior walls or roof or any of such Buildings, or any part thereof, without the prior consent of the Board.

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

G. Floor Coverings. In order to enhance the soundproofing of the Buildings, the floor covering for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.

H. Pets. No animals, reptiles, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that one (1) dog, cat, or other household pets not to exceed sixty (60) pounds may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.

I. Nuisances. 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 Occupants.

J. Unsightliness. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

K. Personal Effects. Except as may be approved by the Board in writing, there shall be no playing, lounging, parking or baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Elements.

L. Commercial Activities. Except as may be approved by the Board in writing, no industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit which has been designed as a residence.

M. "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the Property except at such location and in such form, as shall be determined by the Board.

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

O. Exceptions. The Unit restrictions in Paragraph A and L of this Article shall not, however, be construed in such a manner as prohibit a Unit Owner from: (i) maintaining his professional library therein, (ii) keeping his personal business or professional records or accounts therein, or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of such Paragraphs A and L of the Article.

P. Flags. Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used herein, "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

Q. Leasing of Units. In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the property. Notwithstanding any provisions of the Declaration to the contrary, the rental, leasing, subleasing or other tenancy arrangement of Units by a Unit Owner, any descendant of a Unit Owner or contract purchaser is prohibited, except as hereinafter provided.

a. The Owner of each Unit at Lishmore Place Phase III Condominiums shall occupy and use such Unit as a private dwelling for himself and/or his Immediate Family Members. For purposes of this Section, an "Immediate Family Member" shall constitute a child (natural or adopted), parents, spouses, grandparents or grandchildren of the Owner.

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b. In the event of any unauthorized lease of a Unit in violation of this Section, and in addition to the authority to levy fines against the Owner for violation of this Section or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under 735 ILCS 5/9-111 of the Illinois Code of Civil Procedure, an action for injunctive and other equitable relief, or an action at law for damages.

c. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

d. All unpaid charges as a result of the foregoing subsections shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

e. Notwithstanding the foregoing provisions of this Section, in a case of extreme hardship, a Unit Owner may apply for a hardship waiver in the following manner:

(i) The Unit Owner must submit a request in writing to the Board of Directors requesting a hardship waiver, setting forth the reasons why they feel they are in need of an exemption. The Board's decision as to whether to allow a hardship shall be final and binding.

(ii) Any lease entered into pursuant to this subsection shall be in writing and for a period as determined by the Board. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Association's governing documents may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors.

(iii) In the event an Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

f. The Board of Directors of the Association shall have the right to lease out any Association-owned units or any unit which the Association has possession of pursuant to any court order.

g. This shall not affect the right of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure.

R. Notwithstanding any provisions of this Declaration to the contrary, for the purpose of safety and security to the Building and Owners and Occupants, the ownership of a Garage Unit is restricted to Owners of a Residential Unit. A Garage Unit may only be conveyed to an Owner of a Residential Unit in the Association. As of May 28, 2008, any owner of a Garage Unit who does not also own a Residential Unit shall be considered a "Grandfathered

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Garage Unit Owner", and shall be permitted to continue to own such Garage Unit. However, a Grandfathered Garage Unit Owner may only convey his or her Garage Unit to an Owner of a Residential Unit in the Association.

S. Notwithstanding any provisions of this Declaration to the contrary, rental, leasing or subleasing of Garage Units to non-Residents is prohibited, except as hereinafter provided:

Those Garage Units which are being leased prior to May 28, 2008 by a non-Resident, may continue to be leased by the current Tenant ("Grandfathered Non-Resident") until such Grandfathered Non-Resident vacates the Garage Unit. Once the Grandfathered Non-Resident is no longer leasing the Garage Unit, the Owner must either take possession of the Garage Unit, maintain the Garage Unit as a vacant Garage Unit, or lease the Garage Unit to an on-site Resident, subject to the provisions below. A copy of all current leases must be on file with the Board of Managers no later than fourteen days after the effective date of this Amendment. Thereafter, all new Garage Unit leases must be submitted to the Board of Directors or management, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

Any Garage Unit being leased in violation of this provision may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard. Violation of this provision may subject the Owner to a fine not to exceed \$1000.00.

In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

ARTICLE XVII

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

A. Abatement and Enjoinment. The violation of any restriction, or condition or regulation adopted by the Board, or the breach of any covenant or provision contained in this Declaration shall give the Board the right, in addition to the rights set forth in the next succeeding paragraph and elsewhere in this Declaration: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, therein, or condition that may exist thereon contrary to the intent and the provisions hereof, the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of seven percent (7%) per annum until paid, shall be charged to and assessed against such

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defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

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

ARTICLE XVIII GENERAL PROVISIONS

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

B. Notices to Board, Association, and Unit Owners. Notices provided for in this Declaration and in the Act shall be in writing. Notices to a Unit Owner may be in writing. Notices to a Unit Owner may be delivered to such Unit Owner personally or by mail addressed to such Unit Owner's Unit. Notices to the Board or the Association may be personally delivered to any member of the Board or officer of the Association or mailed to such member or officer at such member's or officer's Unit. The Association or Board may designate a different address or

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addresses for notices to them, respectively, by giving notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to such Unit Owner by giving written notice of such Unit Owner's change of address to the Board or Association. Notices addressed and mailed to the Board or Association as above shall be deemed delivered when mailed by United States registered or certified mail. Notices addressed and mailed to a Unit Owner shall be deemed delivered when such notice is deposited in such Unit Owner's mailbox in the building in which the Unit is located.

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

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

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

F. Amendment, Change, Modification, or Rescission. The provisions of this Paragraph F may only be amended, changed, modified, or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged and approved by the Board and two-thirds (2/3) of the Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Except for amendments to this Paragraph F, and except as elsewhere provided in this Declaration, and except as provided in the Act, the provisions of this Declaration may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed and acknowledged by the Board and approved by the Unit owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and approved by any mortgagees required under the Condominium Instruments and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Cook County, Illinois Recorder.

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G. **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 remainder of this Declaration.

H. **Perpetuities and Restraints.** If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rules restricting restraints or alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of Barack Obama, President of the United States, and Richard Durbin, Senator of the State of Illinois.

I. **Liens.** In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against all of the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in this Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien. The owner of any Unit shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board for the Association, if any, shall be limited to such Unit Owner's proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his Unit, or caused by his own conduct. If, as a result of work expressly authorized by the Board, a mechanic's lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his Unit's proportionate share of any due and payable indebtedness.

J. **Release of Claims.** Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, Occupant, the Association, its officers, members of the Board, the managing agent, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

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

L. **Headings and Gender.** The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the

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Articles and Paragraphs to which they apply. The word "his" whenever used in this Declaration shall include the masculine, feminine and neuter pronouns.

M. 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 Ownerships 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 created under this Declaration 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 and transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

N. Utilities. Each Unit Owner shall promptly pay when due the cost for all telephone, electricity and other utilities which are separately metered or billed to such Unit Owner or for the Unit owned by such Unit Owner by the utility company furnishing such utility. Utilities for the Property which are not separately metered or billed shall be part of the Common Elements and paid by the Board.

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

IN WITNESS WHEREOF, the undersigned hereby approve and cause this Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws to be executed this 4th day of AUGUST, 2012.

Richard A. Madugia

PRESIDENT

Phil [Signature]

VICE-PRESIDENT

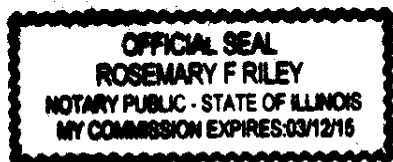
Marilyn Milenski

Sec-Treas

Being two-thirds (2/3) approval of the members of the Board of Directors of the Lishmore Place Phase III Condominium Association

ATTEST:

Marilyn Milenski
Secretary



Rosemary F. Riley August 4, 2012

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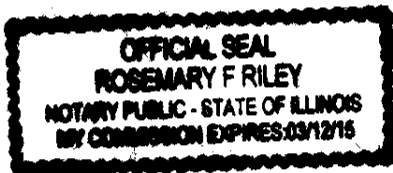
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Marilyn Milewski, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Lishmore Place Phase III Condominium Association and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed and convened and held for that purpose on August 4, 2012, at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amended and Restated Declaration either was delivered personally to each unit owner at the Association or was sent by regular mail, to each Unit Owner in the Association at the address of the Unit or such other address as the Owner has provided to the Board of Managers for purposes of mailing notices. I further state the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amended and Restated Declaration.

Marilyn Milewski
 Secretary of the Lishmore Place Phase III
 Condominium Association

SUBSCRIBED AND SWORN to before me
 this 13 day of SEPTEMBER, 2012.

Rosemary F. Riley
 Notary Public



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EXHIBIT A

THE PLAT



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EXHIBIT B

PERCENTAGES OF OWNERSHIP

UNIT NO.	% OF OWNERSHIP
2A	4.5000%
2B	4.5000%
2C	4.5700%
2D	4.5000%
2E	4.5000%
2F	4.5000%
2G	4.5000%
3A	4.5000%
3B	4.5000%
3C	4.5700%
3D	4.5000%
3E	4.5000%
3F	4.5000%
3G	4.5000%
4A	4.5700%
4B	4.5700%
4C	4.5700%
4D	4.5700%
4E	4.5700%
4F	4.5700%
4G	4.5700%
G-1	0.2800%
G-2	0.2800%
G-3	0.2200%
G-4	0.2200%
G-5	0.2200%
G-6	0.2200%
G-7	0.2200%
G-8	0.2200%
G-9	0.2200%
G-10	0.2200%
G-11	0.2200%
G-12	0.2200%
G-13	0.2200%
G-14	0.2200%
G-15	0.2200%
G-16	0.2200%
G-17	0.2200%
G-18	0.2200%
G-19	0.2200%
G-20	0.2850%
G-21	0.2850%
Total	100 %

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EXHIBIT C

LEGAL DESCRIPTION

LISHMORE PLACE WEST PHASE III CONDOMINIUM as delineated on a Survey attached as Exhibit "A" to that certain Declaration of Condominium recorded December 30, 2000 as Document Number 00-998205, together with its undivided percentage interest in the common elements, as defined and set forth in said Declaration and Survey aforesaid, all in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
2A	19-18-312-052-1001	7100 W 63rd St Chicago, IL 60638
2B	19-18-312-052-1002	7100 W 63rd St Chicago, IL 60638
2C	19-18-312-052-1003	7100 W 63rd St Chicago, IL 60638
2D	19-18-312-052-1004	6248 S Gullikson Rd Chicago, IL 60638
2E	19-18-312-052-1005	6248 S Gullikson Rd Chicago, IL 60638
2F	19-18-312-052-1006	6248 S Gullikson Rd Chicago, IL 60638
2G	19-18-312-052-1007	6248 S Gullikson Rd Chicago, IL 60638
3A	19-18-312-052-1008	7100 W 63rd St Chicago, IL 60638
3B	19-18-312-052-1009	7100 W 63rd St Chicago, IL 60638
3C	19-18-312-052-1010	6264 S Gullikson Rd Chicago, IL 60638
3D	19-18-312-052-1011	7100 W 63rd St Chicago, IL 60638
3E	19-18-312-052-1012	6248 S Gullikson Rd Chicago, IL 60638
3F	19-18-312-052-1013	7100 W 63rd St Chicago, IL 60638
3G	19-18-312-052-1014	7100 W 63rd St Chicago, IL 60638
4A	19-18-312-052-1015	7100 W 63rd St Chicago, IL 60638
4B	19-18-312-052-1016	7100 W 63rd St Chicago, IL 60638
4C	19-18-312-052-1017	7100 W 63rd St Chicago, IL 60638
4D	19-18-312-052-1018	6248 S Gullikson Rd Chicago, IL 60638
4E	19-18-312-052-1019	7100 W 63rd St Chicago, IL 60638
4F	19-18-312-052-1020	7100 W 63rd St Chicago, IL 60638
4G	19-18-312-052-1021	7100 W 63rd St Chicago, IL 60638
G-1	19-18-312-052-1022	7100 W 63rd St Chicago, IL 60638
G-2	19-18-312-052-1023	7100 W 63rd St Chicago, IL 60638
G-3	19-18-312-052-1024	7100 W 63rd St Chicago, IL 60638
G-4	19-18-312-052-1025	7100 W 63rd St Chicago, IL 60638
G-5	19-18-312-052-1026	7100 W 63rd St Chicago, IL 60638
G-6	19-18-312-052-1027	7100 W 63rd St Chicago, IL 60638
G-7	19-18-312-052-1028	6264 S Gullikson Rd Chicago, IL 60638
G-8	19-18-312-052-1029	7100 W 63rd St Chicago, IL 60638
G-9	19-18-312-052-1030	7100 W 63rd St Chicago, IL 60638
G-10	19-18-312-052-1031	6248 S Gullikson Rd Chicago, IL 60638
G-11	19-18-312-052-1032	7100 W 63rd St Chicago, IL 60638
G-12	19-18-312-052-1033	7100 W 63rd St Chicago, IL 60638
G-13	19-18-312-052-1034	7100 W 63rd St Chicago, IL 60638
G-14	19-18-312-052-1035	7100 W 63rd St Chicago, IL 60638
G-15	19-18-312-052-1036	7100 W 63rd St Chicago, IL 60638
G-16	19-18-312-052-1037	7100 W 63rd St Chicago, IL 60638
G-17	19-18-312-052-1038	6248 S Gullikson Rd Chicago, IL 60638
G-18	19-18-312-052-1039	7100 W 63rd St Chicago, IL 60638

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Unit	Pin	Commonly known as (for informational purposes only)
G-19	19-18-312-052-1040	6248 S Gullikson Rd Chicago, IL 60638
G-20	19-18-312-052-1041	7100 W 63rd St Chicago, IL 60638
G-21	19-18-312-052-1042	7100 W 63rd St Chicago, IL 60638

Property of Cook County Clerk's Office

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EXHIBIT

ATTACHED TO

Doc#: 1227944139 Fee: \$138.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/05/2012 04:12 PM Pg: 1 of 51

47 pages
4 pages exhibit
51

DOCUMENT

SEE PLAT INDEX

138
fs