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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/31/2015 02:35 PM Pg: 1 of 47

PREAMBLE TO THE
AMENDED, CONSOLIDATED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR
"ALDINE COURT CONDOMINIUM"

WHEREAS, the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for "Aldine Court Condominium" (hereafter referred to as "Declaration") was recorded September 29, 1977, as Document No. 24126916, in the Office of the Recorder of Deeds of Cook County, Illinois (hereafter referred to as "Recorder of Deeds") against the property legally described as follows:

Parcel 1: Lots 20 and 21 and that part of Lots 22 and "B" in Block 2, described as follows:

Beginning at the North West corner of Lot 22, thence East 50 feet on the North line of Lots 22 and "B" thence South on a line parallel to the West line of Lot 22 to the South line of Lot 22, thence West on the South line of Lot 22 to the West line of Lot 22, and thence North to the place of beginning, all in Culver's and Others' Lake Shore Subdivision of Lots 24, 25 and 26 in Pine Grove, a subdivision in fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 18 and 19 in Block 2 in Culver's and Others' Lake Shore Subdivision of Lots 24, 25 and 26 in Pine Grove, a subdivision in

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DATE 8-31-15 COPIES 6
OK BY [Signature]

47 PS

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fractional Section 21, Township 40 North, Range 14, East of the
Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 507-513 W. Aldine Ave.
Chicago, Illinois 60657

Permanent Index Number: 14-21-312-047-1001
Through and including: 14-21-312-047-1026

WHEREAS, the Declaration has been amended from time to time by the following documents (hereafter referred to as the "Amendments") recorded with the Recorder of Deeds:

<u>Document No.</u>	<u>Recording Date</u>	<u>Amends</u>
88560079	December 5, 1988	Declaration
94544405	June 21, 1994	Declaration

WHEREAS, provisions of the Illinois Condominium Property Act (the "Act") establish certain requirements which Aldine Court Condominium Association (hereafter referred to as "Association") is required by law to follow, and with which the present Declaration is either incomplete or in conflict;

WHEREAS, because of this incompleteness or conflict between the language of the Declaration and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Managers/Directors of the Association;

WHEREAS, Section 27(b)(1) of the Act provides a procedure for amending the Declaration to correct omissions and other errors in the Declaration;

WHEREAS, this Amended, Consolidated and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers/Directors (hereafter referred to as "Board") of the Association at a duly called meeting held May 18, 2015;

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board within thirty days of the Board's action, as provided by Section 27(b)(3) of the Act;

WHEREAS, the Board recognizes the burden and practical difficulty on the Board and the unit owners and others in reviewing, consulting and referring to the Declaration and any amendments thereto;

WHEREAS, the Board desires to prepare, and has caused to be prepared, a single document (hereafter referred to as the "Amended, Consolidated and Restated Declaration")

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

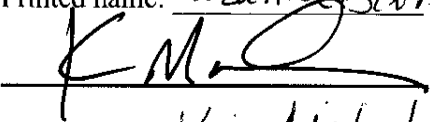
We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Aldine Court Condominium Association, a condominium association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to this Amended, Consolidated and Restated Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended, Consolidated and Restated Declaration at a duly called meeting of the Board of Directors of the Association held on

May 12 2012.



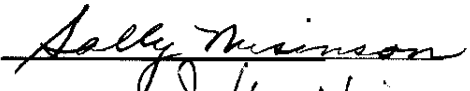
Printed name: Suzanne Scott

Printed name: _____



Printed name: Kris Michel

Printed name: _____



Printed name: Sally Nersinson

BOARD OF DIRECTORS OF THE
ALDINE COURT CONDOMINIUM
ASSOCIATION

ATTEST: 
Secretary KM

Cook County Clerk's Office

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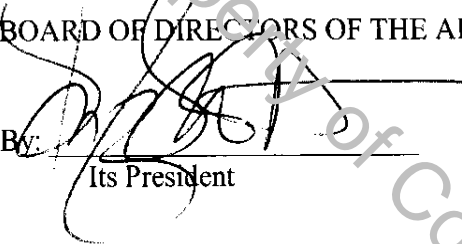
which provides the Board, unit owners and others with a convenient document that restates the Declaration and reflects any amendments for ease of reference;

WHEREAS, the Amended, Consolidated and Restated Declaration truly and accurately reflects the Declaration as amended; and

WHEREAS, the Board desires to record the Amended, Consolidated and Restated Declaration in order to memorialize its action.

NOW, THEREFORE, in furtherance of the foregoing recitals, the attached Amended, Consolidated and Restated Declaration is being recorded for the above stated purposes.

BOARD OF DIRECTORS OF THE ALDINE COURT CONDOMINIUM ASSOCIATION

By: 
Its President

Attest: 
Its Secretary *LM*

THIS PREAMBLE IS NOT PART OF THE AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF THE ALDINE COURT CONDOMINIUM

Property of Cook County Clerk's Office

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AMENDED, CONSOLIDATED AND RESTATED

DECLARATION AND BY-LAWS

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

OF PREMISES AT

507-513 WEST ALDINE AVENUE

PURSUANT TO THE CONDOMINIUM PROPERTY ACT

OF THE STATE OF ILLINOIS

NAME: ALDINE COURT CONDOMINIUM

Property of Cook County Clerk's Office

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**AMENDED, CONSOLIDATED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR
“ALDINE COURT CONDOMINIUM”**

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**AMENDED, CONSOLIDATED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR
“ALDINE COURT CONDOMINIUM”**

THIS DECLARATION made and entered into by FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, a national banking association, as Trustee under Trust Agreement dated June 30, 1977, and known as Trust No. R-2066, and not individually (hereinafter called “Declarant”):

WITNESSTH THAT:

WHEREAS, Declarant is the legal titleholder of the following described real estate:

PARCEL 1: Lots 20 and 21 and that par of Lots 22 and “B” in Block 2, described as follows:

Beginning at the North West corner of Lot 22, thence East 50 feet on the North line of Lots 22 and “B”, thence South on a line parallel to the West line of Lot 22 to the South line of Lot 22, thence West on the South Line of Lot 22 to the West line of Lot 22, and thence North to the place of beginning, all in Culver’s and Others’ Lake Shore Subdivision of Lots 24, 25 and 26 in Pine Grove, a subdivision in fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Lots 18 and 19 in Block 2 in Culver’s and Others’ Lake Shore Subdivision of Lots 24, 25 and 26 in Pine Grove, a subdivision in fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

and

WHEREAS, the above-described real estate is now improved with an apartment building containing a total of 24 residential apartment units, and adjacent paved land containing a total of 28 parking stalls, which building and lot are commonly known as 507-513 West Aldine Avenue, Chicago, Illinois; and

WHEREAS, it is the desire and intention of Declarant to enable the above-described real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter called the “Property”), to be owned by Declarant and by each successor in interest of Declarant under that certain type of method of ownership commonly known as “CONDOMINIUM,” and to submit the Property to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter called the “Condominium Property Act”); and

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WHEREAS, Declarant, asking under direction of the parties authorized to direct Declarant, has elected to establish, for the benefit of Declarant and for the mutual benefit of all future owners or occupants of the Property, or any part thereof, which shall be known as "Aldine Court Condominium," certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, and

WHEREAS, Declarant has further elected to declare that the several owners, mortgagees, occupants, and other persona acquiring any interests 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 hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership of the Property and to facilitate the proper administration thereof and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property;

NOW, THEREFORE, FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, a national banking association, as Trustee aforesaid and not individually, as the legal titleholder of the above described real estate, and for the purpose set forth DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

Declaration	This instrument by which the Property is submitted to the provision of the Condominium Property Act of the State of Illinois, and such Declaration as from time to time amended.
Parcel	The entire tract of real estate above described.
Building	The building or buildings located on the Parcel containing the Units, as more specifically described in Article II hereof.
Property	All the land, property and space comprising the parcel, all improvements and structures constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefits or enjoyment of the unit owners.
Unit	A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use permitted by this Declaration, and having lawful access to the public way.

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Common Elements	All portions of the Property except the Units.
Rental Units	Three basement apartments not being converted into Condominium units and not part of this Declaration but rather being the property of the Owners under the control of the association and treated as part of the Common Elements.
Unit Ownership	A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.
Parking Lot And Spaces	The part of the Common Elements provided for parking automobiles.
Person	A natural individual, corporation or partnership, trustee or other legal entity capable of holding legal title to real property.
Owner	The person or person whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership. For the purpose of Article VIII hereof, unless otherwise specifically provided therein, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit Ownership.
Occupant	Person or persons, other than the owner, in possession of a Unit.
Condominium Property Act	The Condominium Property Act of the State of Illinois as the same may be from time to time amended.
Limited Common Elements	A portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, including but not limited to parking spaces or facilities.

ARTICLE II

UNITS

1. Description and Ownership. All Units in Building located on the Parcel are delineated on the surveys attached hereto as "Exhibit A" and made a part of this Declaration, and are legally described as follows:

Units 1A, 2A, 3A, 1B, 2B, 3B, 1C, 2C, 3C, 1D, 2D, 3D, 1E, 2E, 3E, 4F, 4F, 4F, 5G, 5G, 5G, 1H, 2H and 3H as delineated on the survey attached as Exhibit "A" to Declaration made by the FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, as Trustee under Trust No. R-2066 recorded in the office of the Recorder of deed of Cook County, Illinois as Document No. _____, said survey being a survey of the following described property:

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PARCEL 1

Lots 20 and 21 and that par of Lots 22 and “B” in Block 2, described as follows:

Beginning at the North West corner of Lot 22, thence East 50 feet on the North line of Lots 22 and “B”, thence South on a line parallel to the West line of Lot 22 to the South line of Lot 22, thence West on the South Line of Lot 22 to the West line of Lot 22, and thence North to the place of beginning, all in Culver’s and Others’ Lake Shore Subdivision of Lots 24, 25 and 26 in Pine Grove, a subdivision in fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2

Lots 18 and 19 in Block 2 in Culver’s and Others’ Lake Shore Subdivision of Lots 24, 25 and 26 in Pine Grove, a subdivision in fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit “A”. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit “A”. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit “A” and every such description shall be deemed good and sufficient for all purposes. Except as otherwise provided by the Condominium Property Act, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause a Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit “A”; provided, however, that Declarant may combine any part of any Units owed by Declarant for the purpose of increasing the size of any such Unit and eliminating or reducing the size of any other such Unit.

a. Certain Structures Not Constituting Part of a Unit

No Owner shall own any pipes, wires, conduits public utility lines or structural components running through a Unit and serving more than that Unit except as a tenant in common with all other Owners.

ARTICLE III

COMMON ELEMENTS

1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks, parking lot and spaces, landscaping, porches, stairways, entrances and exits, halls, lobbies, corridors, storage areas, rental units, laundry rooms, roof, structural parts of the Building, basement, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

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2. Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of each Unit for housing purposes, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with each Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners or as otherwise provided by the Condominium Property Act; provided, however, that Declarant at any time may adjust or change the percentage of ownership of Common Elements allocable to Units then owned by Declarant so long as such adjustment or change does not increase or decrease the total percentage of Common Elements allocable to all Units then owned by Declarant. Declarant has determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto.

3. No Partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit Ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-owners.

4. Rental Units. Three basement apartments are not being converted into Condominium Units but will be treated as Common Elements of the Property in all respects. Unit Owners shall have rights in the rental units as set forth by the Board of Managers.

ARTICLE IV

GENERAL PROVISION AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to the Condominium Property Act. The Property is hereby submitted to the provisions of the Condominium Property Act of the State of Illinois.

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

3. Easements.

(a) Encroachment. In the event that, by reason of the construction, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon 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 if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to that Unit, which will not unreasonably interfere

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

(b) Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company, The Peoples Gas, Light and Coke Company, and all other public utilities serving the property are hereby granted the right to lay, construct, renew, alter, remove, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Property. The Board of Managers (hereinafter called the "Board") may hereafter grant additional utility easements for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Owner hereby grants to the Board an irrevocable power of attorney to execute, acknowledge and authorization to do such acts. Utilities serving the property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes and wires, and other equipment into and through the Common Elements for the purpose of providing the Property with utility services.

(c) Parking Lot and Spaces. The Parking Lot has been divided into Parking Spaces as delineated in Exhibit "A". The legal description of each said Parking Space shall consist of the identifying number or symbol of such Parking Space as shown in Exhibit "A". Wheresoever reference is made to any Parking Space in a legal instrument or otherwise, a Parking Space may be legally described by its identifying number or symbol as shown on Exhibit "A" and every such description shall be deemed good and sufficient for all purposes. Each Unit Ownership shall include as a right and easement appurtenant thereto a grant of a perpetual and exclusive easement, hereinafter referred to as the "Parking Easement" consisting of the right to use for parking purposes not less than one Parking Space. The allocation, sale and conveyance to Unit Owners of said Parking Easement to specific Parking Spaces shall be made by the Trustee and the Trustee shall be entitled to retain the proceeds of said sale. Until said easement to any specific Parking Space or Spaces is so allocated, sold or conveyed, it shall remain in the Trustee. Each deed, lease, mortgage, or other instrument affecting a Unit Ownership unless otherwise expressly stated, shall include the Parking Easement to the specific Parking Space or Spaces so allocated and appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the said Parking Easement to the specific Parking Space or Parking Spaces expressly allocated to said Unit (as set forth in Exhibit "C"), shall be deemed and taken to include the said Parking Easement to the said Parking Space or Spaces, even though not expressly mentioned or described therein. The aforesaid easement to any specific Parking Space or Spaces not allocated, sold and conveyed as aforesaid before the last Unit has been conveyed and the deed therefore recorded shall be deemed reserved by the Trustee and the Trustee shall have the right to allocate, sell and convey the same within a period of six months thereafter and retain the proceeds of any such allocation, sale or conveyance, within a period of six months thereafter. At the expiration of said six month period, Trustee's rights in said easement to any specific Parking

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Space or Spaces not yet allocated, sold and conveyed shall terminate and thereafter the grant or use thereof shall be subject to the control of the Board of Managers. No Parking Space shall be used in any manner contrary to such rules and regulations applicable to all Parking Spaces as may be established by the Board of Managers or the Association, as hereinafter provided, or unless the Owner or Lessee of the Owner shall first obtain the written consent of the said Board of Association so to do.

(d) Storage Areas and Rear Porches. The Storage Area in the building outside of the respective Units shall be part of the Common Elements and the exclusive use and possession of individual portions thereof may be allocated among the respective Owners by the Trustee. If the exclusive use and possession of any portion of the Storage Area as described has not been allocated by the Trustee to a specific Unit Ownership by the time the last Unit Ownership has been conveyed by the Trustee, the use and possession of such unallocated portion or portions shall thereafter be subject to control by the Board of Managers. The exclusive use and possession of specified portions of the Storage Area allocated to specific Unit Ownerships may be exchanged between Unit Ownerships. The use of specific portions of the Storage Area, notwithstanding their allocation to specific Unit Ownerships as described, shall remain subject to such rules and regulations applicable to all portions of the Storage Area as the Trustee or the Board may prescribe. However, when the exclusive use and possession of any specified portion of the Storage Area has been allocated to any specific Unit Ownership, no part thereof may be reallocated or terminated except with the express consent of the Owner of the Unit Ownership to whom it has theretofore been allocated or with the approval of voting members holding two-thirds (2/3) of the total votes and the substitution thereof of equivalent storage space. The rear porches adjoining each Unit shall be part of the Common Elements, but shall be for the exclusive use of the Owner of the adjoining Unit. Each Unit Owner shall be responsible for his personal property in the storage area and rear porch. The Board shall not be considered the bailee of such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board.

(e) Easements To Run With Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in said land, or any part of portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(f) Rental Units. The Unit Owners shall have the rights or obligations regarding the Rental Units except as provided in uniform rules adopted by the Board of Managers.

4. Alterations within Units. A Unit Owner owning 2 or more Units shall have the right, subject to such reasonable limitations as the condominium instruments may impose, to remove or otherwise alter any intervening partition, so long as the action does not weaken, impair or endanger any Common Element or Unit. The Unit Owner shall notify the Board of the nature of the removal or alteration at least 10 days prior to commencing work.

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ARTICLE V

ADMINISTRATION

1. Administration of Property. The direction and administration of property shall be vested in a Board of Managers (hereinafter referred to as the "Board") consisting of three persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the board. Each member of the board shall be elected at large with no residency requirement. If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time. The Association shall have one class of membership.

2. 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 person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing by the Owner, or by his duly authorized attorney in fact, to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetency of any designator, or by written notice to the Board by the Owner or Owners. Otherwise, the proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of the execution.

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.

Any and all such Owners may be present at any meeting of the voting members (and those constituting a group acting unanimously) and 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 of 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 shall be presumed to be majority agreement when any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the Owners of the Unit.

In the event of resale of a condominium Unit, the purchaser of a Unit from a seller other than the Developer pursuant to an installment contract to purchase, shall, during such times as he or she resides in the Unit, be counted towards a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for the purposes of electing members of the Board, shall have the right to vote for the election of the members of the Board of Managers, and to be elected to and serve on the Board of Managers unless the seller expressly

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retains in writing any or all such rights. In no event may seller and purchaser both be counted towards a quorum, be permitted to vote for a particular office and be elected to and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this subparagraph "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Dwelling Structures", approved August 11, 1967, as amended.

The total number of votes of all voting members shall be 100 voting shall be on a percentage basis, and the percentage vote to which each Owner or group of Owners shall be entitled is the percentage of ownership interest in the Common Elements applicable to his or their Unit Ownership and set forth in Exhibit "B". Trustee shall be the voting member with respect to any Unit Ownership owned by the Trustee.

When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Condominium Property Act or in the condominium instruments shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

3. (a) Meeting. The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the voting members shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage, provided that in voting on amendments to the Association's bylaws, a Unit Owner who is in arrears on the Unit Owner's regular or separate assessments for 60 days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's bylaws. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) Annual Meeting. The first annual meeting of the voting members shall be held upon ten (10) days written notice given by the Trustee within a reasonable time after 51 percent of the Units are sold. Thereafter, there shall be an annual meeting of the voting members, one of the purposes of which shall be to elect members of the Board of Managers, on the first Tuesday of February of each succeeding year at 7:30 p.m. on the Property or at such other reasonable place or time (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 prior to the date fixed for said meeting.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, 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, majority of the Board, or by twenty percent (20%) of the Unit Ownership and delivered not less than ten (10) 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 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

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(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.

4. Notices of Meeting. Notices of meetings required to be given hereunder may be delivered personally or by mail to the persons entitled to vote thereat, addressed to such persons at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting appertains, if no address has been given to the Board. Written notice of any membership meeting shall be mailed or delivered giving members no less than ten (10) and no more than thirty (30) days notice of the time, place and purpose of such meeting.

5. Board of Managers. (a) At each annual meeting, the voting members shall, by majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year, consisting of three (3) Owners. Two (2) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected. No member of the Board or officer shall be elected for a term of more than two years, but officers and Board members may succeed themselves. The terms of at least one-third (1/3) of the members of the Board shall expire annually. Vacancies on the Board may be filled by a two-thirds (2/3) vote of the remaining members thereof until the next annual meeting of Unit Owners or for a period terminating not 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. If such a petition is filed, then a meeting of the Unit Owners shall be called for the purpose of filling the vacancy on the Board no later than thirty (30) days following the filing of the petition. Except as otherwise provided in this Declaration, the property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. Meeting of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board shall meet at least four times annually.

A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

(b) The Board shall elect from its members a President who shall preside over both its meetings and those of the voting members, 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 duties incident to the office of Secretary, including being the designated person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration, and a Treasurer who shall keep the financial records and books of account. 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. The remaining members of the Board may fill a vacancy among the officers for the unexpired term of office.

(c) At any time hereafter, the Board may cause to be incorporated a not-for-profit corporation under the laws of the State of Illinois to be called the "Aldine Court Condominium Association" or a name similar thereto, to facilitate administration and operation of the property. Upon formation of such association, every Owner shall be a member therein, which membership

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shall terminate upon the sale or other disposition by such member of his unit ownership, at which time the new Owner shall automatically become a member therein.

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

(e) Notices of Board Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the Board members entitled to vote thereat not less than forty-eight (48) hours prior to the date of the meeting.

6. General Powers of the Board. The board, for the benefit of all the Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(b) Such insurance as the Board is required to obtain under the provisions of the Condominium Property Act and whether or not required by such Act, a policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the Common Elements and the Units, and such other insurance as the Board deems advisable in the operation, and for the protection of the property and the Units. All insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration and the Condominium Property Act.

Each Unit Owner, other than the Trustee or the Developer, shall notify the Board in writing of any additions, alterations or improvements to his Unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. The Board shall use reasonable effort to obtain insurance on any such additions, alterations or improvements if such Owner requests it to do so and if such Owner shall make arrangements satisfactory to the Board to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Board shall not be obligated to apply any insurance proceeds to restore the effected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall insure additions, alterations and improvements made by the Trustee and the Developer. All policies of insurance obtained by the Board shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that such policy shall not be terminated, cancelled or substantially modified without at least ten (10) days prior written notice to the mortgagees of each Unit. The lien of any mortgage upon any Unit shall also be a lien upon the proceeds of any insurance policy aforescribed provided that, and to the extent that, such lien is not contrary to this Declaration and the Condominium Property Act.

The Board may engage the services of any bank or trust company authorized to do business in Illinois and having a capital of not less than \$5,000,000.00 to act as Trustee or agent on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration and the Condominium Property Act. In the event of any loss occurring after the first

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annual meeting of the Unit Owners is called pursuant to the terms of this Declaration, resulting in the destruction of a substantial portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed. The fees of such corporate trustee shall be common expense.

(c) Comprehensive public liability and property damage insurance insuring the members of the Board, their agents and employees, the managing agent, if any, and its agent and employees and the Owners, including the Trustee, individually and as Trustee as aforesaid, from and against any liability to the public, the Owners or anyone incident to or in connection with the Common Elements, the Units or the streets, sidewalks and public spaces adjoining the property. The liability under said insurance shall be not less than \$100,000 for any one person insured, \$300,000 for any one accident and \$10,000 for property damage, such limits to be reviewed by the Board from time to time at its discretion, but at least annually and said limits increased in the discretion of the Board. Such insurance coverage shall also cover cross liability claims of one insured against another.

(d) Workman's compensation insurance to the extent necessary to comply with any applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(e) The service of any person or firm employed by the Board for needs of the Owners. The services of any person or firm employed by the Board to seek relief from or in connection with the assessment or levy of real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed against and levied upon the Unit Ownerships, and in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such services shall be common expenses.

(f) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the doors and windows appurtenant thereto, which the Owner shall paint, dean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(g) Any materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first-class condominium development or for the enforcement of these restrictions.

(h) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more 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 Owners.

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

(j) The Board or its agents upon reasonable notice shall 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. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(k) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of two thousand dollars (\$2,000.00) without in each case the prior approval of the voting members having two-thirds (2/3) or more of the total votes.

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

(m) The Board, , may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations. The Board may 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, 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.

(n) The beneficiaries of Declarant may engage the initial management organization under a contract expiring not later than the initial sale by Declarant of at least ninety percent (90%) of the Units or six (6) months after the election of the initial Board, whichever first occurs.

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Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

(o) The Board may elect to have the cost of any or all of the goods and services furnished by the Board assessed specially to each Owner in proportion to the Owner's use or benefit from such goods and services.

(p) The Board shall operate the rental units for the benefit of the Unit Owners. The Board or the designated management agent shall lease the rental units as they determine is in the best interest of the Unit Owners. All responsibility for leasing, decorating, payment of utilities, collection of security deposits, repair. Payment of expenses, and any other incidental function shall be performed within the limits of the Declaration. All income after expenses of operation shall be deposited into the maintenance fund provided in Article VI.

(q) Prior to the election of the first Board, the beneficiaries of Declarant, acting as the Board of Managers on behalf of all the Owners, shall have the authority to lease or to grant licenses or concessions with respect to any part of the Common Elements, subject to the terms of this Declaration. Upon election of the first Board, and thereafter, the Board shall have the same authority as aforesaid.

(r) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

(s) The powers and duties of the Board of Managers shall also include, but not be limited to, the following matters:

- (1) The preparation, adoption, and distribution of the annual budget for the property;
- (2) Levying and expending of assessments;
- (3) Collection of assessments from Unit Owners;
- (4) Providing for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (5) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;
- (6) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the property;
- (7) Imposing charges for late payments 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, levy reasonable fines for violation of the Declaration, By-Laws, and Rules and Regulations of the Association;

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(8) Recording 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 provision of Section 14.2 of the Illinois Condominium Property Act;

(9) Recording the granting of an easement for the laying of cable television or high speed Internet cable where authorized by the Unit Owners under provisions of Section 14.3 of the Illinois Condominium Property Act and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television or bulk high speed Internet 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.

(10) Paying real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any other political subdivision thereof, or other lawful taxing and assessing body, which are authorized by law to be assessed and levy upon the real property of a condominium;

(11) 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;

(12) 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;

(13) To engage the services of a manager or managing agent;

(14) The Board of Managers may establish and maintain a system of master metering of public utility services and collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act;

(15) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (15) 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 the association delivered to the Board within fourteen (14) days of

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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;

(16) To obtain adequate and appropriate kinds of insurance;

(17) 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; and

(18) 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 and to distribute the notice to the Unit Owners within 7 days of the acceptance of the service by the Board of Managers. The service shall be effective as if each individual Unit Owner had been served individually with notice.

(19) To adopt and amend rules and regulations (a) authorizing electronic delivery of notices and other communications required or contemplate by the Condominium Property Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (b) authorizing each Unit Owner to designate an electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of members or Unit Owners which the Association is required to provide upon request pursuant to any provision of the Condominium Property Act or any condominium instrument.

7. Liability of the Board of Managers. Neither the members of the Board nor the officers shall be liable to the Owners for any mistakes 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 willful misconduct in the performance of duty. The Owners (and, to the extent permitted by law, the Association) shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and Officers on behalf of the Owners or the Association, 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 in settlement) reasonably incurred in connection with the defense of any claims, action, suit or other proceeding, whether civil, criminal, administrative or other in which any member of the Board or officers may be involved by virtue of such person being or having been such member or officer; provided, however, that such indemnity by the association shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of his duties as such member or officer, or (ii) any matter settled

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or compromised, unless, in the opinion of independent counsel selected by or in any manner determined by the Board (who may be counsel regularly retained by the Association) there is not reasonable ground for such person or officer being adjudged liable for willful misconduct in the performance of his duties as such member. The Board shall have authority to purchase and maintain insurance on behalf of the officers and members of the Board against any liability or settlement based on asserted liability, incurred by them by reason of being or having served in such capacity, whether or not the Association would have the power to indemnify them against such liability or settlement under the provisions of this Paragraph 7. It is also intended that the liability of any Owner arising out of any contract made by the Board, the officers, Declarant, or the beneficiaries of Declarant, or out of the aforesaid Owner's indemnity, shall be limited to such proportion of the total liability thereunder as such Owner's percentage of interest of all the Owners in the Common Elements. Every contract made by the Board, the officers, Declarant, the beneficiaries of Declarant or the managing agent on behalf of the Owners shall provide that they are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as such Owner's percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

8. 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 or 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 recording. 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. Special meetings of the Board of Managers can be called by the President or twenty-five percent (25%) of the members of the Board.

9. 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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10. 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.

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

12. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

13. If a rule is adopted at least 120 days before a Board election or the Declaration or Bylaws 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, Bylaws, or rule; that 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; that the deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners; that 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; that a ballot received by the Association or its designated agent after the close of voting shall not be counted; that a Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, Bylaws, 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; and if a written petition by Unit Owners with at least 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 this subsection, the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition; that unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

14. Notwithstanding anything herein concerning insurance:

(i) 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) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in

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compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000, whichever is less. 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, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner.

(ii) **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.

(iii) **Property and general liability insurance policies** required to be carried by the Association must include each of the following provisions:

(a) 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.

(b) 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.

(c) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

(iv) **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

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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.

(v) 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.

(vi) Deductibles. The Board of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

(vii) 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 1985 or this Declaration and By-Laws of the Association. The coverage required by this subsection (vii) shall include, but not be limited to, coverage of: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this subsection (vii) shall include as an insured: past, present, and future Board members while acting in their capacity as Members of the board; the managing agent; and employees of the Board and the managing agent.

(viii) Fidelity bond;

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

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

(c) For purposes of paragraphs (a) and (b), the fidelity bond must be in the full amount of association funds and reserves in the custody of the Association or the management company.

(ix) Mandatory Unit Owner Coverage. The Board may, if permitted under the Declaration and By-Laws or by rule, require condominium Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Owner whose Unit was damaged, any damage not

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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.

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

ARTICLE VI

ASSESSMENTS – MAINTENANCE FUND

1. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall at least thirty (30) days prior to the adoption thereof by the Board of Managers send a copy of the proposed annual budget to each Owner including an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. Each Unit Owner shall receive notice, in the same manner as is provided for in the Condominium Property Act for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements, specifically including the Rental Units. The estimated cash requirement shall be assessed to the Owners according to each Owner's percentage of membership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year following the initial meeting, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which

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may become necessary during the year, shall be charged first against such reserve. If the estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due not more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amounts. Any nonrecurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessment over the amount adopted shall be separately assessed against all Unit Owners.

3. When the first Board elected hereunder takes office, it shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) days after such election and ending December 31, of the calendar year in which such election occurs. Assessments shall be levied against the Owners during such period as provided in Paragraph 1 of this Article.

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

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

6. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the 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 Owners in the percentages set forth in Exhibit "B"; provided, however, that sums deposited by any Owner as a capital contribution to the Association, or denominated as such by the Board, and reserves established pursuant to this Article, shall be deemed contributions to the capital of the Association and shall be held and administered as such unless and until the Board shall otherwise determine.

7. If an 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 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

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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 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 Condominium Property 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 Owner shall fail to pay the proportionate share of the common expenses or of any other expense required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting Owner's share of such expense (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) the right, by giving such defaulting 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 (3) the right to take possession of such defaulting Owner's interest in the Property, to maintain for the benefit of all the other Owners an action for possession and to execute leases of such defaulting Owner's interest in the Property and apply the rents derived therefrom against such expenses.

8. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of a Unit.

9. (a) Except as provided in subsection (c) 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 Managers, 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.

(b) 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.

(c) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board of Managers without being subject to Unit Owner approval or the provisions of item (a) above or item (d) 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.

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(d) 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.

(e) The Board of Managers may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (c) and (d) 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.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be occupied and used as follows:

1. Each Unit or any two or more adjoining Units used together shall be used for housing and related common purposes for which the Property was designed and for no other purpose. 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.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designated for such purposes) without the prior consent of the Board except as hereinafter expressly provided. Owners shall be obligated to maintain and keep in good order and repair their respective Units.

3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or contents thereof, applicable for residential use, without the prior written consent of the Board. Owners shall not permit anything to be done or kept in their respective Units or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. In each Unit, the faucets, valves, and other outlets for shared utilities such as water and heat shall be maintained in good repair by the Unit's Owner and be employed in such a manner as to avoid waste of the utilities.

4. Owners shall be individually responsible for insuring their personal property in their respective Units, their personal property stored elsewhere on the Property and their personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinabove provided.

5. Owners shall not cause or permit anything to be placed on the outside walls, doors and windows of the Building and no sign, awning, canopy, shutter, air-conditioning unit, radio or television antenna shall be affixed to or placed in, through or upon the exterior walls, doors, windows, or roof or any part thereof, without the prior consent of the Board.

6. The use and the covering of the interior surfaces of the windows appurtenant to the Units in the Building, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to rules and regulations of the Board.

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7. In order to enhance the sound conditioning of the Building, the floor covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations of the Board.

8. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other usual household pets may be kept in Units, subject to the limitations hereinafter set forth in this Paragraph 8 and to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose. Any such pet kept in violation of the limitations of this Paragraph 8 or in violation of the rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board.

9. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done thereon, either willfully or negligently, which may become an annoyance or nuisance to the other Owners or Occupants.

10. Nothing shall be done in any Unit or in, or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the building except as is otherwise provided herein.

11. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials which are not in receptacles provided for such purpose.

12. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in any common storage area designated for that purpose, and recreational, amenity, service and exclusive use areas may be used for their intended purposes.

13. 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.

14. 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.

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

16. In order to prevent an overloading of the Building's electrical system, the size, capacity and number of air-conditioning units in any Unit shall meet such standards as may be specified by rules and regulations of the Board.

17. Notwithstanding any provision hereof to the contrary, at all times and from time to time prior to the sale of the last Unit in the Building, beneficiaries of Declarant, their agents,

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successors and assigns, hereby reserves the right: (a) to lease or sell such Units as beneficiaries of Declarant shall determine; (b) to erect and maintain on the Property all advertising signs, banners, lighting and other sales devices for the purposes of aiding the sale or leasing of Units in the Building; (c) to maintain sales and business offices on the Property to facilitate the sale or leasing of Units therein; and (d) to utilize the Common Elements for ingress, egress and parking in connection with the sale and leasing of Units in the Building.

18. The Unit restrictions in Paragraphs 1 and 13 of this Article shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal use for housing and not in violation of Paragraphs 1 and 13 of this Article.

ARTICLE VIII

SALE, LEASING OR OTHER ALIENATION

1. Sale or Lease. Any Owner other than Declarant who wishes to sell or lease a Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name, address and financial and character reference of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If the option is not exercised by the Board within thirty (30) days, the Owner (or lessee) may, at the expiration of the thirty day period and at any time within ninety (90) days after the expiration of such thirty-day period, contract to sell or lease (or sublease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close the proposed sale or lease transaction within the ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided. The provisions of the Condominium Property Act, the Declaration, Bylaws, other condominium instruments and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

2. Gift. Any Owner other than Declarant who wishes to make a gift of a Unit Ownership or any interest therein shall give to the Board not less than ninety (90) days written

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notice of that Owner's intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board, acting on behalf of the other Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of such written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two (2) arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of the third arbitrator, the three (3) arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value.

3. Devise. In the event any Owner dies leaving a will devising a Unit Ownership, or any interest therein, and such will is admitted to probate, the members of the Board, acting on behalf of the Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase such Unit Ownership, or interest therein, either from the devisee or devisees thereof named in the will, or, if a power of sale is conferred by the will upon the personal representative named therein, from the personal representative acting pursuant to such power of sale, for cash at fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the devisee or devisees, or personal representative, as the case may be. Within fifteen (15) days thereafter the devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of the arbitrators, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three (3) arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership, or interest therein, devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and the devisee or devisees, or personal representative, as the case may be. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the three (3) arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire seven (7) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the devisee or to the personal representative, as the case may be, within the above option periods.

4. Involuntary Sale. (a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days written notice to the Board of the purchaser's intention to do so, whereupon members of the Board acting

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on behalf of the other Owners shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at such sale. If the option is not exercised by the Board within thirty (30) days after receipt of such notice, the option shall thereupon expire and the purchaser may thereafter take possession of the Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within the thirty (30) day period.

(b) In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against that Owners' Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI hereof.

5. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase or lease any Unit Ownership or interest therein without the prior written consent of the voting members having two-thirds (2/3) or more of the total votes. The members of the Board or their duly authorized representatives, acting on behalf of the other Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Owner, living or deceased, which sale is held pursuant to an order or direction of a court, upon the prior written consent of the voting members, whose Unit is not subject to the sale, having two-thirds (2/3) or more of the total votes. The consent of the voting members shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for the Unit Ownership or interest therein.

6. Release or Waiver of Option. Upon the written consent of the Board, any of the options contained in this Article may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. Proof of Termination of Option. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished upon request to any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived.

8. Financing of Purchase Under Option. (a) Acquisition by the Board of Unit Ownership or any interest therein under provisions of this Article shall be made from the maintenance fund. If the maintenance fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that such Owner's percentage of Ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to Units subject to such assessment, which assessment shall become a lien and be enforceable in the same manner as provided in Paragraph 7 of Article VI hereof.

(b) The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided,

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however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or interest therein to be acquired.

9. Title To Acquired Interest. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Such Unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of Paragraph 8(a) of this Article.

10. Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in Paragraphs 1, 2 and 3 of this Article shall not apply to any sale, lease, sublease, gift, devise or other transfer by the Declarant, or between co-Owners of the same Unit; or to the spouse, or to any lawful children of the Owner, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Owner, the spouse, or lawful children of the Owner, any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries of such trust. The Board's right of first refusal shall also not apply to the holder of a first mortgage on a Unit Ownership accepting a deed to such Unit Ownership in lieu of foreclosure, nor shall it apply to a lease or sublease of a Unit of one (1) year or less.

ARTICLE IX

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, 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 and reconstruction shall be undertaken and the insurance proceeds in payment thereof; provided, however, that in the event within thirty (30) days after the damage or destruction, the Owners elect either to sell the Property as hereinafter provided in Article X of thereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Condominium Property 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 Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B", after first paying out of the share of each Owner the amount of any unpaid liens on that Owner's Unit, in the order of the priority of such liens.

2. Insufficient Insurance. In the event the Property or the improvements thereon so damaged or destroyed are not insured against the peril causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred and eighty (180) days after the damage or destruction, then the provisions of the Condominium Property Act in such event shall apply.

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3. Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE X

SALE OF THE PROPERTY

1. The Owners by affirmative vote of the voting members having three-fourths (3/4) or more of the total votes, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale is approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Paragraph 2 of Article XII hereof. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute 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 Owner who did not vote in favor of such action and who files written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale is approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of such Owner's interest, as determined by fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, and the two so selected shall select a third appraiser. The fair market value shall be determined by a majority of the appraisers so selected. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XI

REMEDIES

1. Abatement and Enjoinment. The violation of any rule or regulation adopted by the Board, or the breach of any restriction, covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding Paragraph: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Declarant, its beneficiaries, successors or assigns, the Board and its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, 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 other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum until paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of such defaulting Owner's respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of the additions and improvements thereto and upon all of such defaulting Owner's personal property in the 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.

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2. Involuntary Sale. If any Owner (either by such Owner's own conduct or by the conduct of any other Occupant of such Owner's Unit) shall violate any of the restrictions, covenants or provisions of this Declaration or the rules and regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall re-occur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control the defaulting Owner's Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by such Owner on account of the breach of covenant, and ordering that the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from reacquiring such 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 Owner in such decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the 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 provided in Paragraph 4 of Article VII hereof, 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 XIII

GENERAL PROVISIONS

1. Until such time as the Board provided for in this Declaration is formed, the beneficiaries of Declarant shall hold and perform the powers, rights, duties and functions of the Board.

2. 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 requested by this Declaration to be given to the Owner whose Unit Ownership is subject to such mortgage or trust deed.

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

4. Notices provided for in this Declaration and in the Condominium Property Act shall be in writing, and shall be addressed to the Board or Association, or any Owner, as the case may be, at the address of the Building (indicating thereon the number of the respective Unit if addressed

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to an Owner), or at such other address as herein provided. The Association or Board may designate a different address for notices by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices by giving written notice of such change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to an Owner, when deposited in the mailbox in the Building or at the door of the Owner's Unit in the Building.

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

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

7. 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.

8. The provisions of Paragraph 7 of Article VI and this Paragraph 8 of Article XII hereof may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, three-fourths (3/4) of the Owners and all mortgagees having bona fide liens of record against any Unit Ownership. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, and certifying that the Owners having at least three-fourths (3/4) of the total votes have approved such amendment at a meeting of Owners duly called for such purpose, and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. For a period of two (2) years from the date hereof, or until such date as Declarant has sold all the Units, whichever first occurs, no provisions of this Declaration may be changed, modified or rescinded and no provisions may be added without the written consent of Declarant. The change, modification or rescission shall be effective upon recording of such instrument in the Office of the Recorder of Deeds, Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Condominium Property Act.

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

10. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, or (b) the rule restricting restraints on alienation, or (c) 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 survivor of the now living lawful descendants of the incumbent Mayor of the City of Chicago, and the incumbent President of the United States.

11. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium apartment building.

12. 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 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 claims shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

13. This Declaration is executed by Declarant as Trustee aforesaid and not individually, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Declarant hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person hereafter claiming any interest under this Declaration that Declarant, as Trustee as aforesaid and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate described herein to the terms of this Declaration; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Declarant or any of the beneficiaries under such Trust Agreement on account of this Declaration or on account of any representation, obligation, duty, covenant or agreement of Declarant in this instrument contained either express or implied, in such personal liability, if any, being expressly waived and released; and further, that no duty shall rest upon Declarant, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where Declarant is acting pursuant to direction as provided by the terms of such Trust Agreement, and after the Declarant has first been supplied with funds required for the purpose. In the event of conflict between the terms of this paragraph and the remainder of this Declaration, or in the event of any question of apparent liability or obligation resting upon Declarant, the exculpatory provision hereof shall be controlling.

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14. In the event of a conflict between any provision of this Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws and any provision of the Condominium Property Act, as amended, the provisions of the Condominium Property Act shall prevail.

15. The manager or Board of Managers 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 or their duly authorized agents or attorneys:

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

(b) 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.

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

(d) Ballots for all elections to the Board of Managers and for any other matter voted on by the Unit Owners shall be maintained for a period of not less than one (1) year.

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

(f) A reasonable fee may be charged by the Association or its Board of Managers for the cost of copying.

16. In the event of any resale of a condominium Unit by a Unit Owner other than the Developer, such Unit Owner may obtain from the Board of Managers for purposes of making available for inspection to prospective purchasers, upon demand, the following:

(a) A copy of the Declaration, By-Laws, other condominium instruments and any rules and regulations.

(b) A statement of any liens, including a statement of the account of the Unit setting forth the amount of unpaid assessments and other charges due and owing.

(c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.

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(d) A statement of the status and amounts of any reserve for replacement fund and any portion of such fund earmarked for any specific project by the Board of Managers.

(e) A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.

(f) A statement of the status of any pending suits or judgments in which the Association is a party.

(g) A statement setting forth what insurance coverage is provided for all Unit Owners by the Association.

(h) A statement setting forth whether or not any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by the prior Unit Owners, are in good faith believed to be in compliance with the condominium instruments.

(i) The President of the Association or such other officer as is designated by the Board shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

(j) The Board of Managers shall establish a reasonable fee covering the direct out-of-pocket cost of providing such information and copying.

17. 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.

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In WITNESS WHEREOF, the Declarant, FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, a national banking association, as Trustee aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its Vice President and attested by its Secretary, this 27th day of September, A.D., 1977.

CORPORATE SEAL

ATTEST:

Kathleen O'Brien
Secretary

FIRST NATIONAL BANK AND
TRUST COMPANY
OF EVANSTON, as Trustee aforesaid
and not individually by:
William S. Dillon
Vice President

[SIGNATURES ON ORIGINAL]

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EXHIBIT A

**TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR
“ALDINE COURT CONDOMINIUM”**

**PLAT OF SURVEY
SHOWING THE PARCEL
AND DELINEATION OF UNITS**

The Plat of Survey is not attached to this Amended, Consolidated and Restated Declaration of Condominium Ownership, and of Easements, Restrictions, Covenants and By-Laws for “Aldine Court Condominium.” The original Plat of Survey is attached to the Declaration of Condominium Ownership, and of Easements, Restrictions, Covenants and Bylaws for “Aldine Court Condominium” recorded as Document No. 24126916, and any amendments thereto.

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EXHIBIT B

TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR
“ALDINE COURT CONDOMINIUM”

<u>Unit No.</u>	<u>Percentage Interest In Common Elements</u>
1A	05.284
2A	05.204
3A	04.921
1B	04.355
2B	04.274
3B	04.194
1C	03.264
2C	02.982
3C	02.901
1D	04.557
2D	04.274
3D	04.194
1E	04.355
2E	04.274
3E	04.194
1F	03.062
2F	02.982
3F	02.901
1G	04.355
2G	04.274
3G	04.194
1H	05.082
2H	05.002
3H	04.921

TOTAL: 100.000

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EXHIBIT C

**TO
 AMENDED, CONSOLIDATED AND RESTATED
 DECLARATION OF CONDOMINIUM OWNERSHIP
 AND OF
 EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
 FOR
 "ALDINE COURT CONDOMINIUM"**

<u>Unit No.</u>	<u>Parking Space(s)</u>
1A	3, 28
2A	13
3A	17
1B	25
2B	26
3B	7
1C	27
2C	20
3C	10
1D	15, 16
2D	23, 24
3D	21
1E	4
2E	19
3E	22
1F	14
2F	6
3F	9
1G	5
2G	18
3G	11
1H	8
2H	1, 2
3H	12