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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/24/2018 02:30 PM PG: 1 OF 57

THIS DECLARATION IS SUBJECT TO THE GROUND LEASE RECORDED ON OR ABOUT THE DATE OF THE RECORDING OF THIS DECLARATION, AS SUBSEQUENTLY AMENDED FROM TIME TO TIME

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR 270 EAST PEARSON GARAGE CONDOMINIUMS

THIS AMENDED AND RESTATED DECLARATION (the "**Declaration**") is made and entered into as of this 26th day of March, 2018 by the Board of Directors for the 270 East Pearson Garage Condominiums:

RECITALS

A. Pursuant to the Ground Lease (as hereinafter defined), 270 East Pearson, LLC is the ground lessee from Lessor (as hereinafter defined) and is the developer of the land, property and space located in the City of Chicago, County of Cook, and the State of Illinois, which is legally described in Exhibit "A" attached hereto and made a part hereof (the "**Garage Parcel**");

B. The Garage Parcel is improved with, among other things, a 5-story multi-level parking garage, including certain walkways, ramps, driveways, staircases, stairwells, elevators, and corridors and other ancillary improvements (collectively, the "**Garage**");

C. The Garage Parcel is part of a multi-use building (the "**Building**"), which is comprised of the Residential Property (as hereinafter defined), consisting of sixteen (16) floors of above-ground space to be used primarily for residential condominiums, and the Garage;

D. The Property (as hereinafter defined) includes, but is not limited to, the Garage Parcel and the Garage;

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E. The Property having previously been submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time;

F. 270 East Pearson, L.L.C., has elected to establish, for the benefit of 270 East Pearson, L.L.C., and for the mutual benefit of all future Unit Owners (as hereinafter defined) or Occupants (as hereinafter defined) of the Property, or any part thereof, and for the benefit of the Association (as hereinafter defined), 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

G. The name of the Condominium shall be the "270 East Pearson Garage Condominiums";

H. It is understood that the several Unit Owners, Occupants, mortgagees, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interest subject to, the terms of the Ground Lease;

I. 270 East Pearson, L.L.C., has further elected by the Original Declaration to declare that the several Unit Owners, Occupants, mortgagees, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property;

J. The DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE BELVEDERE CONDOMINIUMS, was originally recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 0414131101 ("Original Declaration");

K. The Board desires to amend and restate the Original Declaration and By-Laws in order to bring the same into compliance with the requirements of the Illinois Condominium Property Act, 765 ILCS 605/1 et seq., as amended;

L. Pursuant hereto, the Original Declaration and By-Laws are hereby amended and restated as follows, and this Declaration and By-Laws shall be effective upon recordation thereof in the Office of the Recorder of Deeds of Cook County, Illinois;

M. The Board is authorized under section 27(b)(1) of the Illinois Condominium Property Act, to amend and restate a declaration to correct any omission, error, or inconsistency in a declaration that does not conform to the Illinois Condominium Property Act by a vote of two-thirds of the Board of Managers, without a unit owner vote.

NOW, THEREFORE, the Board, as the governing body for the 270 East Pearson Garage Condominium Association, and for the purposes above set forth, DECLARES AS FOLLOWS:

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ARTICLE 1 DEFINITIONS

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

(a) **"250 East Pearson Association"** means the association of all unit owners owning condominium units in the 250 East Pearson Property (as hereinafter defined) formed or to be formed as a not-for-profit corporation under the Act.

(b) **"250 East Pearson Property"** means that certain land, property and space and all improvements, structures and fixtures constructed or to be constructed therein or thereon from time to time, and located at 250 East Pearson Street, Chicago, Illinois.

(c) **"250 Reciprocal Easement Agreement"** means that certain Reciprocal Easement Agreement dated as of June 25, 2003 and recorded with the Recorder on June 27, 2003 as Document No. #0317834091, as amended and modified from time to time. The 250 Reciprocal Easement Agreement grants certain easements over, under, on, across and in portions of the Project and the 250 East Pearson Property and sets forth certain rights, duties and obligations among the owners and occupants of the Project (including but not limited to Owners and Occupants of the Property) and the owners and occupants of the 250 East Pearson Property.

(d) **"270 East Pearson Condominium Association"** means the association of all unit owners owning residential condominium units in the Residential Property.

(e) **"840 North Lake Shore Drive Association"** means collectively the association of all unit owners owning residential or parking condominium units in the 840 North Lake Shore Drive Property (as hereinafter defined) formed or to be formed as not-for-profit corporations under the Act.

(f) **"840 North Lake Shore Drive Property"** means that certain land, property and space and all above-grade improvements, structures and fixtures constructed or to be constructed therein or thereon from time to time, and located at 840 North Lake Shore Drive, Chicago, Illinois.

(g) **"840 Reciprocal Easement Agreement"** means that certain Reciprocal Easement Agreement dated as of September 5, 2003 and recorded with the Recorder on September 11, 2003 as Document No. 0325432159, as amended and modified from time to time. The 840 Reciprocal Easement Agreement grants certain easements over, under, on, across and in portions of the Project and the 840 North Lake Shore Drive Property and sets forth certain rights, duties and obligations among the owners and occupants of the Project (including but not limited to Owners and Occupants of the Property) and the owners and occupants of the 840 North Lake Shore Drive Property.

(h) **"Acceptable Technology"** means, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

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(i) **"Act"** means the "Condominium Property Act", as amended from time to time, of the State of Illinois.

(j) **"Association"** means the association of all Unit Owners formed or to be formed as a not-for-profit corporation under Section 1 of Article VII hereof, acting pursuant to the By-Laws through its duly elected Board of Managers, which shall be commonly known as "270 East Pearson Garage Condominium Association".

(k) **"By-Laws"** means the By-Laws of the Association and the By-Laws prescribed by the Act, all as more particularly described in Article XV hereof.

(l) **"Board" or "Board of Managers"** means the Board of Managers of the Association, being the persons determined pursuant to Article XVI hereof who are vested with the authority and responsibility of administering the Property.

(m) **"Common Elements"** means all portions of the Property, except the Units, and shall include the Limited Common Elements, all as more specifically described in Section 1 of Article III hereof.

(n) **"Common Expenses"** means the proposed or actual expenses affecting the Property, including, without limitation, (i) the expenses of owning, operating, repairing, maintaining, replacing or otherwise administering the Common Elements, (ii) Reserves, if any, lawfully assessed by the Board of Managers; (iii) all taxes, costs, expenses, fees and charges assessed, attributed or allocated to the Property under the Operating Agreement, the 840 Reciprocal Easement Agreement and the 250 Reciprocal Easement Agreement (as these terms are hereinafter defined) or the Ground Lease; and (iv) any other expenses described or identified as Common Expenses in the Declaration.

(o) **"Condominium Instruments"** means all documents and authorized amendments thereto recorded against the Property or any portion thereof pursuant to the provisions of the Act, including this Declaration and the Plat.

(p) **"Declarant"** means 270 East Pearson, L.L.C., and any successor or successors to the then existing, Declarant's entire remaining interest in the Property (other than as the purchaser of an individual Unit), and any assignee or assignees of Declarant pursuant to Article XX, Section 16. The Declarant is the "Developer" of the Property, as "Developer" is defined in the Act.

(q) **"Declaration"** means this Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants, as amended and modified from time to time.

(r) **"Developer Control"** means such control at a time prior to the election of the Board of Managers provided for in Section 18.2(b) of the Act.

(s) **"Electronic Transmission"** means any form of communication, not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

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(t) **"Ground Lease"** means that certain Ground Lease dated on or about the date hereof and recorded with the Recorder on or about the date of recording of this Declaration, as may be amended, amended and restated, supplemented and/or assigned from time to time.

(u) **"Improvements"** means the Garage and all other structures, attached or unattached, now or hereafter located on or within the Garage Parcel.

(v) **"Lessor"** means Northwestern University, and any successor landlord under the Ground Lease. It is understood that Lessor is the "Lessor" under the Ground Lease and the fee owner of the land underlying the Building.

(w) **"Limited Common Elements"** means a portion of the Common Elements so designated in this Declaration or on the Plat as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which, by the terms of this Declaration or by its nature or location, is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the Owner or Owners thereof shall be deemed a Limited Common Element.

(x) **"Majority" or "Majority of the Unit Owners"** means the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership interest in the Common Elements. Any specified percentage of Unit Owners means such percentage in the aggregate in interest of the undivided ownership interest in the Common Elements. "Majority" or "Majority of the Members of the Board of Managers/Board of Directors" means more than 50% of the total number of persons constituting such Board pursuant to the By-Laws. Any specified percentage of the members of the Board means that percentage of the total number of persons constituting such board pursuant to the By-Laws.

(y) **"Meeting of the Board of Managers"** means any gathering of a quorum of the members of the Board of Managers held for the purpose of conducting Board business.

(z) **"Occupant"** means a Person or Persons, other than a Unit Owner, lawfully in possession of one or more Units.

(aa) **"Operating Agreement"** means that certain Declaration of Covenants, Conditions, Restrictions and Easements dated on or about the date hereof and recorded with the Recorder on or about the date of recording of this Declaration, as amended and modified from time to time. The Operating Agreement grants certain easements over, under, on, across and in the Building and sets forth certain rights, duties and obligations between the Unit Owners of the Property and the owners and occupants of the Residential Property (as hereinafter defined), including the allocation of certain taxes, costs, fees and expenses which relate to the Property as well as the Building.

(bb) **"Person"** means a natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

(cc) **"Plat"** means the plat or plats of survey of the Property and of all Units in the Property submitted to the provisions of the Act, said Plat being attached as **Exhibit "A-2"** of the Original Declaration and made a part hereof and recorded with the recording of this Declaration.

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(dd) **"Project"** means collectively the Property and the Residential Property.

(ee) **"Property"** means collectively all the land, property, and space comprising the Garage Parcel, the Improvements, including the Garage, and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners and includes, without limitation, the Units, the Limited Common Elements and the other Common Elements, but specifically excluding the Residential Property.

(ff) **"Purchaser"** means any Person or Persons other than the Declarant who purchases a Unit in a bona fide transaction for value.

(gg) **"Recorder"** means the Office of the Recorder of Deeds of Cook County, Illinois.

(hh) **"Reserves"** means those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the Condominium Instruments.

(ii) **"Residential Owner"** means a Person or Persons (including but not limited to the Person or Persons owning the beneficial interest or interests in a land trust), whose estates or interests, individually or collectively, comprise the entire subleasehold estate in a residential condominium unit in the Residential Property, or who owns fee simple title to one or more residential condominium units located in the condominium development commonly known as "The Pearson Condominiums" located adjacent to the Property on or in the 250 East Pearson Property (as hereinafter defined).

(jj) **"Residential Property"** means, collectively, that the parcel of property described as the "Residential Property" in the Operating Agreement, including all improvements, structures and fixtures constructed or located therein or thereon and all easements, rights and appurtenances belonging thereto. The Residential Property is generally comprised of portions of floors one (1) through six (6) of the Building and all of floors seven (7) through sixteen (16) of the Building, both inclusive.

(kk) **"Unit"** means a part of the Property more specifically described in Article II hereof, designed and intended for independent use or such other uses permitted by this Declaration and identified as a Unit on the Plat. Without limitation of the foregoing, it is understood that a Unit shall be a "Unit" as defined in the Ground Lease.

(ll) **"Unit Owner" or "Owner"** means the Person or Persons (including but not limited to the Person or Persons owning the beneficial interest or interests in a land trust which owns a Unit), whose estates or interests, individually or collectively, comprise the entire subleasehold estate in a Unit, which subleasehold estate is conveyed either by means of a Unit Sublease entered into directly with Declarant, as sublessor, or an assignment of a Unit Sublease from a Unit Owner other than Declarant.

(mm) **"Unit Sublease"** means a sublease for a Unit, by and between the Association, as sublessor, and a Unit Owner, as sublessee, which Unit Sublease shall generally be in the form thereof attached as an exhibit to the Ground Lease with such changes thereto as may be

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permitted by the Ground Lease. Without limitation of the foregoing, it is understood that a Unit Sublease shall be a "Unit Sublease" as defined in the Ground Lease.

(nn) **"Voting Member"** means the Person entitled to exercise all voting power with respect to each Unit, as more fully described in Article XVII, Section 1 hereof.

All capitalized terms used in this Declaration and not otherwise defined herein shall have the meanings as ascribed to such terms in the Ground Lease (which Ground Lease is hereby incorporated herein by reference thereto).

ARTICLE II UNITS

1. Description and Ownership.

(a) The Units located on the Property are delineated on the Plat and have the respective percentage ownership interests in the Common Elements as set forth on **Exhibit "B"** attached to the Original Declaration and made a part hereof.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on **Exhibit "A-2"** to the Original Declaration including, without limitation, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment to the extent and only to the extent serving only such Unit, but (anything herein to the contrary notwithstanding) excluding all structural components of the Garage, the Improvements or the Building. The term "structural components" includes structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system not exclusively serving the Unit, or any components of communication or master antenna systems, if any, located in the Unit, whether or not any such items shall be located in the floors, ceilings or walls of the Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on **Exhibit "A-2"** of the Original Declaration. Every deed, lease, mortgage or other instrument (including, without limitation, each Unit Sublease or assignment thereof) may legally describe a Unit by its identifying number or symbol as shown on **Exhibit "A"** of the Original Declaration, and every such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act or as provided elsewhere herein, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause its Unit to be separated into any tracts or parcels different from the whole Unit as shown on **Exhibit "A-2"** of the Original Declaration.

(d) The Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Garage Parcel and its exterior boundaries; (2) the Garage and each full or partial floor thereof; and (3) each Unit in the Garage and said Unit's horizontal and vertical dimensions.

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2. Certain Structures Not Constituting Part of a Unit. Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Garage, the Improvements or the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through its Unit and forming a part of any system not exclusively serving its Unit, or any components of communication systems, if any, located in its Unit, whether or not any such items shall be located in the floors, ceilings or walls of the Unit.

ARTICLE III COMMON ELEMENTS

1. Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units, and also shall include the Limited Common Elements. Without limiting the generality of the foregoing, the Common Elements shall include, without limitation and if applicable, any of the following items located at the Property: ramps, walkways, driveways, stairways, entrances and exits, landscaping, halls, lobby, elevators, corridors, mechanical equipment areas, maintenance office and lockers, structural components of the Improvements, component parts of walls, floors and ceilings, and pipes, pumps, fans, ducts, flues, shafts, electrical wiring and conduits, and utility lines or systems serving the Common Elements or more than one Unit, and the easements and rights benefiting the Property. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

2. Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all the other Unit Owners of the Property and, except as otherwise limited in this Declaration, shall have the non-exclusive right to use the Common Elements for all purposes incident to the use of its Unit for the parking of a vehicle, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with its Unit. Such right shall extend to each Unit Owner, and the agents, servants, tenants, family members, and invitees of each Unit Owner. The foregoing rights and interests, and all other rights of Unit Owners hereunder, are subject in all instances to the reversionary and other interests of Lessor as expressly set forth in the Ground Lease. Each Unit Owner's interest in the Common Elements shall be expressed by a percentage amount and, once determined, shall remain constant and may not be changed without unanimous approval of all Unit Owners and mortgagees, except as expressly provided in this Section 2 and in Section 4 of this Article. Each Unit's corresponding percentage of ownership interest in the Common Elements is set forth in Exhibit "B" attached to the Original Declaration, and each Unit Owner accepts such determination, subject to the immediately succeeding sentence. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to that Unit. All rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, and rules and regulations of the Association. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, nor the Declarant shall be considered a bailee of any personal property stored (including, without limitation, any automobile or other vehicle or any personal property

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contained therein) in the Common Elements or in any Unit and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

3. Limited Common Elements. Except as otherwise in this Declaration provided, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Units, or which, by the terms of this Declaration or by its nature or location, are clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the Unit Owner(s) thereof. Without limiting the generality of the foregoing, the Limited Common Elements shall include, without limitation the following: (a) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; and (b) any system or component part thereof (including, without limitation, fittings, housings, ducts, pipes, pumps, fans, flues, shafts, electrical wiring and conduits) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit.

4. Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the provisions of the Act and the Condominium Instruments, including the provisions of this Declaration. Each transfer shall be made by an amendment to this Declaration executed by all Unit Owners who are parties to the transfer and consented to by all mortgagees who have any interest in the Limited Common Elements affected. The amendment shall also contain the consent of the Board of Managers. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares of the Common Elements, the Board of Managers shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded.

5. Use of Limited Common Elements. Each Unit Owner and Occupant shall have the right to (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or Occupant, which right shall be appurtenant to and shall run with title to the subleasehold interest in such Unit and delivery of the respective Unit Sublease relating thereto, and shall not be separated from such Unit, and (b) the use and possession of the Limited Common Elements serving the Unit of such Unit Owner or Occupant in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Unit Owner or Occupant of any such other Unit to which such Limited Common Elements shall respectively appertain.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

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

2. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument (including, without limitation, any Unit Sublease or assignment thereof) affecting title to its Unit without including therein both its interest in the Unit and its corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such

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combined ownership. Any such deed, mortgage, lease, sublease, assignment, or other instrument purporting to affect the one without also including 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) Encroachments. In the event that (i) any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Improvements, or (ii) by reason of the design or construction of utility and ventilation systems, any mains, pipes, condensers, ducts or conduits serving more than one Unit or serving the Common Elements encroach or hereafter encroach upon any part of any Unit, or the Limited Common Elements which serve any Unit, then a valid mutual easement shall exist in favor of the Declarant, owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment; provided, however, that, at all times, Unit Owners and Occupants shall have reasonable access to, enjoyment of and use of their respective Units and Limited Common Elements and the respective Unit Owners of the encroaching Units involved shall take reasonable steps to have the applicable encroachment cause as little inconvenience to other Unit Owners and Occupants as is reasonably possible under the circumstances. The cost of removing and correcting any such encroachment shall be borne by the Association. A valid easement shall not exist in favor of any Unit Owner who creates an encroachment by its intentional, willful or negligent conduct or that of its agent.

(b) Utility, Commercial and Other Easements. The City of Chicago, Ameritech, Commonwealth Edison Company, Peoples Gas Company, and all other providers of public utilities serving the Property are hereby granted the right to lay, construct, renew, replace, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus, and other equipment related to their service to the Property into and through the Common Elements and the Units, where reasonably necessary for the purpose of providing such services to the Property, together with reasonable rights of ingress to and egress from the Property for such purposes, in all cases subject to the reversionary and other interests of Lessor as expressly set forth in the Ground Lease. The Association may hereafter grant other or additional easements for utility purposes and for any other purposes including, but not limited to (i) such easements as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of said Common Elements, and (ii) easements in favor of one or more present or future owners, lessees, sublessees or occupants of the Residential Property, or any portion thereof, in all cases subject to the reversionary and other interests of Lessor as expressly set forth in the Ground Lease. Each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of its Unit or any Limited Common Element serving its Unit, other than reasonably and temporarily). Each mortgagee of a Unit shall be deemed to consent to and agree that its mortgage is subordinate to any easement hereafter granted and also grants such power of attorney to the Association to

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effectuate the foregoing. Easements are also hereby reserved, declared and granted to the Association and to the suppliers of utilities, internet access or cable television or entertainment lines described above in this Section to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, entertainment lines, components of the communications or master antenna systems, if any, or structural components, which may run through the walls of a Unit and which constitute or will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries.

The Association, and their respective successors and assigns, the right, without notice to, or the consent of, any Unit Owner or mortgagee of a Unit: (i) to record a supplement to the Plat showing the location of any or all of such conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment "as built", and (ii) to record, from time to time, additional supplements, showing additions, modifications and deletions to any or all of such conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment. Once the location of the easement to any such utility or other entity is shown by any supplement or additional supplement to the Plat as aforesaid, the easement granted by this Section to such utility or other entity shall be limited to the area or areas located within ten feet on either side of the equipment of such utility or other entity shown on such supplement or additional supplement as such other area designated in the supplement by or Association. A power coupled with an interest is hereby granted to the Association, acting by and through their respective duly authorized officer, manager or managing member, their respective successors, assigns, agents and designees, and each of them singly without the other's concurrence, as attorney-in-fact to do or cause the foregoing to be done. The acceptance of each deed, mortgage, trust deed or other instrument (including, without limitation, each Unit Sublease or assignment (hereof) with respect to a Unit shall be deemed a grant of such power to each of such attorneys-in-fact, an acknowledgment and a consent to such power, and shall be deemed to reserve to each of such attorneys-in-fact the power to record any and all such supplements.

(c) Access Easements. Each Unit Owner and Occupant is hereby granted a blanket easement for pedestrian and vehicular access, ingress and egress over and across the Property (including the Units, the Limited Common Elements and other Common Elements) for the purpose of access to and ingress to and egress from such Unit Owner's or Occupant's respective Unit, but only to the extent and for a duration which is reasonable and necessary for such Unit Owner or Occupant to enter and exit its Unit. The easement contemplated by this subsection (c) is for temporary occupancy by a Unit Owner's or Occupant's automobile or other permitted vehicle and by drivers and passengers of such automobile or other vehicle so that such automobile or other vehicle may enter and exit such Unit Owner or Occupant's Unit, and such driver and/or other passengers may enter and exit their automobile or other vehicle.

4. Easements and Rights to Run with Land. All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Unit Owner, Purchaser, mortgagee, and other person having an interest in the Property, or any part or portion thereof, in all cases subject to the reversionary and other interests of Lessor as expressly set forth in the Ground Lease. Reference to this Declaration in the respective Unit Subleases, or

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assignments thereof, or in any mortgage or trust deed, or in any other instrument of conveyance, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such Unit as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

5. Intentionally Left Blank.

6. Intentionally Left Blank.

7. Easement in Favor of Association. A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Garage, and any suppliers of water or other utility services to the Garage, shall be entitled to reasonable access to, over and through the individual Units as may be required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements, or to service and take readings of any utility meters located within a Unit. All easement rights under this Section are subject to reversionary and other interests of Lessor as expressly set forth in the Ground Lease.

8. Other Users. The Association shall have the authority to lease, grant licenses or concessions, or grant easements with respect to parts of the Common Elements, subject to the terms of this Declaration and subject, in all cases, to the reversionary and other interests of Lessor as expressly set forth in the Ground Lease. Income, if any, derived from such leases, licenses, concessions or easements shall be held and used for the benefit of the members of the Association, pursuant to rules as the Board may adopt.

9. 840 Reciprocal Easement Agreement Governs. The Property also is subject to and encumbered by the 840 Reciprocal Easement Agreement. In the event of any conflict or inconsistency between the terms, provisions and exhibits of the 840 Reciprocal Easement Agreement and the terms, provisions and exhibits of this Declaration, the terms, provisions and exhibits of the 840 Reciprocal Easement Agreement shall govern and control, unless such conflict or inconsistency is required to conform this Declaration with any requirements of the Act, in which event the terms, provisions and exhibits of this Declaration and of the Act shall prevail. Each Unit Owner, by acceptance of a deed or Assignment of a Unit Sublease to a Unit, covenants and agrees that the obligations of the 840 Reciprocal Easement Agreement which are imposed on the Unit Owners or the Association shall be the obligations of the Unit Owners collectively. Each Unit Owner agrees that the Association may perform the obligations on behalf of the Unit Owners collectively and each Unit Owner individually agrees to be responsible for that portion of the cost (if any) of performing such undertakings equal to the respective Unit Owner's percentage ownership interest in the Common Elements. The 840 Reciprocal Easement Agreement provides, among other things, for the granting of certain easements by and between the Property and the 840 Lake Shore Drive Property, including, without limitation, an easement granted in favor of the owners and occupants of the 840 Lake Shore Drive Property for structural support and foundation footings of a portion of the 840 Lake Shore Drive Property located below the Property. The Association reserves the right and power to enter into any amendments and modifications to such 840 Reciprocal Easement Agreement from time to time on behalf of each Unit Owner, as attorney-in-fact, upon such terms and conditions therein contained as may be acceptable to

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the Association. In furtherance of such right to enter into amendments and modifications to the 840 Reciprocal Easement Agreement, a power coupled with an interest is hereby reserved and granted to the Association, and each deed, mortgage, trust deed and other evidence of obligation, or other instrument affecting a Unit (including, without limitation, each Unit Sublease or assignment thereof), and the acceptance thereof, shall be deemed a grant and acknowledgment of the power of the Association to make, execute and record such amendments and modifications to the 840 Reciprocal Easement Agreement and to carry out all duties and obligations of the Association imposed thereunder. Without limitation on the foregoing terms, it is understood that the Declarant may exercise all rights, powers and privileges of the Association and may perform all of its functions pursuant to this Section 9 prior to the election of the first Board of Managers by the Unit Owners pursuant to this Declaration.

10. 250 Reciprocal Easement Agreement Governs. The Property also is subject to and encumbered by the 250 Reciprocal Easement Agreement. In the event of any conflict or inconsistency between the terms, provisions and exhibits of the 250 Reciprocal Easement Agreement and the terms, provisions and exhibits of this Declaration, the terms, provisions and exhibits of the 250 Reciprocal Easement Agreement shall govern and control, unless such conflict or inconsistency is required to conform this Declaration with any requirements of the Act, in which event the terms, provisions and exhibits of this Declaration and of the Act shall prevail. Each Unit Owner, by acceptance of a deed or assignment of a Unit Sublease to a Unit, covenants and agrees that the obligations of the 250 Reciprocal Easement Agreement which are imposed on the Unit Owners or the Association shall be the obligations of the Unit Owners collectively. Each Unit Owner agrees that the Association may perform the obligations on behalf of the Unit Owners collectively and each Unit Owner individually agrees to be responsible for that portion of the cost (if any) of performing such undertakings equal to the respective Unit Owner's percentage ownership interest in the Common Elements. The 250 Reciprocal Easement Agreement provides, among other things, for the granting of certain easements by and between the Project and the 250 East Pearson Property, including, without limitation, (i) an easement granted in favor of the owners and occupants of the 250 East Pearson Property for structural support and foundation footings over a portion of the 250 East Pearson Property located below the Property, (ii) an easement granted in favor of the owners and occupants of the Garage Property for pedestrian and vehicular access, ingress and egress over and across a portion of the 250 East Pearson Property, and (iii) an easement granted in favor of the owners and occupants of the Project over portions of the 250 East Pearson Property and for the use of certain systems, facilities, and amenities which are shared between the owners and occupants of the Project and the owners and occupants of the 250 East Pearson Property. The Association reserves the right and power to enter into any amendments and modifications to such 250 Reciprocal Easement Agreement from time to time on behalf of each Unit Owner, as attorney-in-fact, upon such terms and conditions therein contained as may be acceptable to the Association. In furtherance of such right to enter into amendments and modifications to the 250 Reciprocal Easement Agreement, a power coupled with an interest is hereby reserved and granted to the Association, and each deed, mortgage, trust deed and other evidence of obligation, or other instrument affecting a Unit (including, without limitation, each Unit Sublease or assignment thereof), and the acceptance thereof, shall be deemed a grant and acknowledgment of the power of the Association to make, execute and record such amendments and modifications to the 250 Reciprocal Easement Agreement and to carry out all duties and obligations of the Association imposed thereunder. Without limitation on the foregoing terms, it is understood that the Declarant may exercise all rights, powers and privileges of the Association and may perform all of its functions

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pursuant to this Section 10 prior to the election of the first Board of Managers by the Unit Owners pursuant to this Declaration.

11. Operating Agreement Governs. The Property also is subject to and encumbered by the Operating Agreement. In the event of any conflict or inconsistency between the terms, provisions and exhibits of the Operating Agreement and the terms, provisions and exhibits of this Declaration, the terms, provisions and exhibits of the Operating Agreement shall govern and control, unless such conflict or inconsistency is required to conform this Declaration with any requirements of the Act, in which event the terms, provisions and exhibits of this Declaration and of the Act shall prevail. Each Unit Owner, by acceptance of a deed to a Unit, covenants and agrees that the obligations of the Operating Agreement which are imposed on the Unit Owners or the Owners of the Garage Property (as defined in the Operating Agreement) shall be the obligation of the Unit Owners collectively. Each Unit Owner agrees that the Association may perform the obligations on behalf of the Unit Owners collectively and each Unit Owner individually agrees to be responsible for that portion of the cost of performing such undertakings equal to the respective Unit Owner's percentage ownership interest in the Common Elements. The Operating Agreement provides, among other things, for the allocation of certain responsibilities for ongoing care, maintenance, repair, replacement and operation of certain shared Building systems, facilities or other amenities which are shared between the Owners and Occupants of the Property and the owners and occupants of the Residential Property. With respect to any costs and expenses (including reserves for capital expenditures) incurred by Unit Owners or the "Owner of the Garage Property" (as defined in the Operating Agreement) in the performance of such obligations or as a contribution toward the payment of such obligations, such costs, expenses and reserves shall be assessed to the Unit Owners as part of the assessments otherwise due and owing hereunder, the payment of which shall be enforced in the same manner as for other assessments provided herein. The Association has the right and power to enter into any amendments and modifications to such Operating Agreement from time to time on behalf of each Unit Owner, as attorney-in-fact, upon such terms and conditions therein contained as may be acceptable to the Association (as the case may be), provided, however, that such amendments and modifications are acceptable to the owners of the Residential Property. In furtherance of such right to enter into amendments and modifications to the Operating Agreement, a power coupled with an interest is hereby reserved and granted to the Association, and each deed, mortgage, trust deed and other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof, shall be deemed to grant an acknowledgement of the power of the Association to make, execute and record such amendments and modifications to the Operating Agreement and to carry out all duties and obligations of the Owner of the Garage Property imposed thereunder.

12. Ground Lease Governs. The Property also is subject to and encumbered by the Ground Lease. In the event of any conflict or inconsistency between the terms, provisions and exhibits of the Ground Lease and the terms, provisions and exhibits of this Declaration and/or the terms, provisions and exhibits of the Operating Agreement, the terms, provisions and exhibits of the Ground Lease shall govern and control, unless such conflict or inconsistency is required to conform this Declaration with any requirements of the Act, in which event the terms, provisions and exhibits of this Declaration and of the Act shall prevail. Each Unit Owner, by acceptance of a deed or assignment of Unit Sublease to a Unit, covenants and agrees that the obligations of the Ground Lease which are imposed on the "Lessee" thereunder shall be the obligations of the Unit Owners collectively. Each Unit Owner agrees that the Association, as "Lessee" under the Ground Lease, shall be responsible for performing or causing to be performed the obligations of "Lessee" under the

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Ground Lease on behalf of the Unit Owners collectively, and each Unit Owner individually agrees to be responsible for that portion of the cost of performing such undertakings equal to the respective Unit Owner's percentage ownership interest in the Common Elements. The Ground Lease provides, among other things, for certain responsibilities for ongoing care, maintenance, repair, replacement and operation of the Property. With respect to any costs and expenses (including reserves for capital expenditures) incurred by the Association in the performance of such obligations, such costs, expenses and reserves shall be assessed to the Unit Owners as part of the assessments otherwise due and owing hereunder, the payment of which shall be enforced in the same manner as for other assessments provided herein. The Association, as "Lessee" under the Ground Lease, shall have the right and power, subject to the limitations set forth in the Ground Lease, to enter into any amendments and modifications to the Ground Lease from time to time on behalf of each Unit Owner, as attorney-in-fact, upon such terms and conditions therein contained as may be acceptable to the Association. In furtherance of such right to enter into amendments and modifications to the Ground Lease, a power coupled with an interest is hereby reserved and granted to the Association, and each deed, lease, sublease, assignment, mortgage, trust deed and other evidence of obligation, or other instrument affecting a Unit (including, without limitation, each Unit Sublease or assignment thereof), and the acceptance thereof, shall be deemed a grant and acknowledgment of the power of the Association to make, execute and record such amendments and modifications to the Ground Lease and to carry out all duties and obligations of the "Lessee" imposed thereunder. Without limitation on the foregoing terms, it is understood that the Declarant may exercise all rights, powers and privileges of the Association and may perform all of its functions pursuant to this Section 12 prior to the election of the first Board of Managers by the Unit Owners pursuant to this Declaration.

ARTICLE V

COMMON EXPENSES, MORTGAGES, AND REAL ESTATE TAXES

1. Common Expenses. Each Unit Owner shall pay its proportionate share of the Common Expenses and of any other expenses incurred in conformance with this Declaration and By-Laws or otherwise lawfully agreed upon by the Board of Managers. Such proportionate share of the Common Expenses for each Unit Owner shall be the same as its percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

2. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions of this Declaration and the terms of the Ground Lease, to make a separate mortgage or encumbrance on its respective Unit together with its respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of its Unit and its respective ownership interest in the Common Elements.

3. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for its Unit and its corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay its proportionate share thereof in accordance with its respective percentage of ownership interest in the

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Common Elements at the times and in the manner determined by the Board of Managers. Further, in the event that for any year such taxes are not separately taxed to the Property, but are taxed on property in addition to the Property, then each Unit Owner shall pay its proportionate share of the amount of such taxes allocated to the Property (under the Operating Agreement, the 840 Reciprocal Easement Agreement and the 250 Reciprocal Easement Agreement or such other applicable document) in accordance with its respective percentage ownership interest in the Common Elements. If any Unit Owner shall fail or refuse to make any such payment of real estate taxes when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property. No Unit Owner shall, or shall have the right to, protest the validity or amount of any taxes or assessments levied or assessed against the Property as a whole, and only the Declarant and the Association shall have the right to initiate and pursue any such protest on behalf of the Unit Owners. Nothing contained in the immediately preceding sentence shall limit, restrict or otherwise affect a Unit Owner's right to protest any taxes or assessments levied or assessed against its Unit and its corresponding percentage ownership in the Common Elements exclusively, subject, however, to the terms of the Ground Lease.

ARTICLE VI INSURANCE

1. Fire and Hazard Insurance. Subject to the terms of the Ground Lease and the Operating Agreement, the Board of Managers, in conjunction with the owners of the Residential Property, including the 270 East Pearson Condominium Association, shall acquire and maintain a policy or policies of insurance insuring the Building (including but not limited to the Property and the Garage) against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage insurance policy, with vandalism and malicious mischief endorsements, for the full insurable replacement cost of the Building including coverage sufficient to rebuild the insured property in 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. Such insurance policies shall be written in the name of, and shall require that the proceeds thereof be payable to, the owners of the Residential Property (including the 270 East Pearson Condominium Association), and the members of the Board of Managers, as trustees for each of the Unit Owners, in the respective percentages established in Exhibit "B" attached to the Original Declaration, and shall require that the proceeds thereof be payable in accordance with the terms of Article X hereof. The cost of the insurance shall be shared between the Association and the owners of the Residential Property (including the 270 East Pearson Condominium Association) as set forth in the Operating Agreement, and the portion of such cost allocated to the Property shall be a Common Expense.

All said policies of insurance: (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interests may appear, (2) shall provide that the insurance shall not be invalidated by any act or neglect of any Unit Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the

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mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, the Board, the officers or members of the Board, the Declarant, the Lessor, the managing agent, if any, their respective employees and agents, the Unit Owners and the Occupants, and (6) shall contain a "Replacement Cost Endorsement" Subject to the terms of the Ground Lease and the Operating Agreement, the proceeds of such insurance shall be applied by the Board or by the trustee or agent on behalf of the Board for the reconstruction of the Property (but excluding additions, alterations, improvements and betterments to the Units) or shall be otherwise disposed of in accordance with the provisions of the Ground Lease, the Operating Agreement, this Declaration and the Act; and the rights of the First Mortgagee (as hereinafter defined) of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of the Ground Lease, the Operating Agreement, this Declaration and the Act with respect to the application of insurance proceeds to reconstruction of the Property. The Board shall have the right, in its sole discretion, to engage the services of, and such insurance proceeds may be payable to, a bank, financial institution or trust company authorized to do, execute, and accept trusts in Illinois (including but not limited to the First Leasehold Mortgagee [as defined in the Ground Lease]), to act as insurance trustee, or as agent or depositary as an alternative to acting as trustee, and to receive and disburse the insurance proceeds applicable to the Property resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such bank, financial institution or trust company shall be Common Expenses. In the event of any loss in excess of \$20,000.00 in the aggregate to the Property, at the Board's discretion or at the request of any Unit Owner, the Board shall solicit bids from reputable contractors.

In the case of any one loss exceeding Fifty Thousand and No/100 Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to Hypo Real Estate Capital Corporation, which is hereby designated by the Declarant to act as trustee (the "Insurance Trustee") for the Board, each Unit Owner and each of the First Mortgagees pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this Paragraph 1. If such entity (or its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, or if the Board decides at any time to appoint a different entity as Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having capital of not less than Five Million and No/100 Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees, and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

Payment by an insurance company to the Board or to such trustee or agent of the proceeds of any policy, and the receipt of release from the Board or such trustee or agent of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such

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company shall be under no obligation to inquire into the terms of any trust or agency agreement under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the trustee or agent.

2. Appraisal. The full, insurable replacement cost of the Property shall be determined from time to time (but not less frequently than once in any twelve-month period) by the Board. The Board shall in its discretion have the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a Common Expense.

3. Public Liability and Property Damage Insurance. Subject to the terms of the Ground Lease, the Board of Managers shall acquire and maintain, as a Common Expense, comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property in amounts deemed sufficient in the judgment of the Board of Managers to comply with the terms of the Act in a minimum amount of \$1,000,000, or a greater amount deemed sufficient, and Ground Lease, insuring the Board of Managers, the Association, Lessor and Lessor's Protected Persons (as defined in the Ground Lease), the management agent (if any), and their respective employees and agents. If applicable, the Declarant shall be included as an additional insured in his capacity as a Unit Owner and/or a member of the Board (as the case may be). The Unit Owners shall be included as additional insureds but only with respect to the Common Elements (excluding the Limited Common Elements). The insurance shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above-named insured Persons.

4. Worker's Compensation and Other Insurance. The Board of Managers shall acquire and maintain, as a Common Expense, worker's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain and maintain or as otherwise may be required by the Ground Lease, including, but not limited to, insurance for the Association, the Board and its officers and members, and the management agent for the Property (if any) against liability for actions taken by such parties on behalf of the Association or in furtherance of the Association's interests, and garage keepers legal liability and garage liability insurance.

5. Waiver. Each Unit Owner hereby waives and releases any and all claims which it may have against any other Unit Owner, the Association, the Board and its officers and members, the Declarant, Lessor and Lessor's Protected Persons, the managing agent of the Property, 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 or would be covered by insurance for which such Unit Owner is responsible to maintain pursuant to Section 7 of this Article.

6. Notice. The Board of Managers shall notify insured Persons concerning the cancellation of insurance obtained pursuant to the terms of this Article.

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7. Unit Owner Insurance. Each Unit Owner shall be responsible for (i) physical damage insurance on its personal property in its Unit, and elsewhere on or in the Property (including, without limitation, casualty insurance covering theft of, or loss or damage to, any automobile or other vehicle located in the Unit), and (ii) its personal liability insurance to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.

8. Board Responsibility. The Board shall not be responsible for obtaining physical damage insurance on any personal property of a Unit Owner or any other insurance for which a Unit Owner is responsible pursuant to Section 7 of this Article.

9. Deductibles. Subject to the terms of the Ground Lease, the Board shall have the right to select deductibles to the insurance coverages required or permitted under this Article VI if the economic savings justifies the additional risk, as determined by the Board, and if permitted by law; provided, however, that no deductibles shall exceed the lesser of (i) \$10,000.00 (\$5,000.00 with respect to a flood insurance policy); or (ii) one percent (1%) of the face amount of the insurance policy to which such deductible applies, and further provided that funds to cover any deductible amounts shall be maintained as part of the Reserves. The deductibles shall be on a per occurrence basis irrespective of the number of insureds suffering injury or damage. Expenses included within the deductible amount arising from insurable loss or damage shall be treated as Common Expenses.

10. Fidelity Bond. Directors and officers coverage, including the managing agent, if any, 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. If any, 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. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the association or the management company.

11. Directors and Officers Liability Coverage. The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Declaration and By-Laws of the Association. The coverage required by this subparagraph 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 subparagraph shall include as an insured: past, present, and future board members while acting in their capacity as members of the board of directors; the managing agent; and employees of the Board of Directors and the managing agent.

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12. Charge Back of Deductibles. The Board 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.

13. Mandatory Unit Owner Coverage. The Board may by rule, require Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

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

15. Compliance with Act. Notwithstanding anything contained in the foregoing to the contrary, all insurance policies, and all rules, regulations and requirements in connection therewith, shall be consistent with the terms and provisions of the Act.

ARTICLE VII ADMINISTRATION AND OPERATION

1. Administration. The Declarant has heretofore caused the Association to be incorporated under the laws of the State of Illinois, as a not-for-profit corporation under the name of the "270 EAST PEARSON GARAGE CONDOMINIUM ASSOCIATION", which corporation shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration, and operation of the Common Elements and for such other purposes as are provided in this Declaration. The administration of the Property shall be vested in the Board of Managers of the Association consisting of the number of Persons, and who shall be elected in the manner, provided in the By-Laws contained herein, as Articles XVI, XVII and XVIII. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act. Each Unit Owner shall be a member of the Association so long as he or she shall be a Unit Owner.

2. Duties and Powers of the Association. The Association is responsible for the overall administration of the Property through its duly elected Board of Managers. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the By-Laws, the Ground Lease, the Act and this Declaration; provided, however, that (i) the terms and provisions of the Act shall control in the event of an inconsistency between the Act, on the one hand, this Declaration, the Ground Lease, the Articles of Incorporation, and/or the By-Laws on the other hand, (ii) the terms and provisions of the Ground Lease shall control in the event of an inconsistency between the Ground Lease, on the one hand, and this Declaration, the Articles of Incorporation and/or the By-Laws, on the other hand, and (iii) the terms and provisions of this Declaration shall

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control in the event of an inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and/or the By-Laws, on the other hand.

3. Actions of the Board and Indemnity. The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners, the Board or the Association, but only for acts or omissions finally adjudged by a court of competent jurisdiction to constitute fraud, bad faith or gross negligence. Each agreement made by the Association, the Board or its members or officers shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association. The Association will indemnify the Board and its officers and members for any loss, liability or damage incurred by them on behalf of the Association in or in furtherance of the Association's interests, except for any loss, liability or damage arising out of acts or omissions finally adjudged by a court of competent jurisdiction to constitute fraud, bad faith, gross negligence or other breach of fiduciary duty. The liability of any Unit Owner arising out of any contract made by the Association, the Board or its members or officers, or out of the aforesaid indemnity, shall be limited to an amount equal to the total liability thereunder multiplied by such Unit Owner's percentage ownership interest in the Common Elements.

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

5. Records of the Association - Availability for Examination. The manager of the Property (if any) or the 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 and their duly authorized agents or attorneys.

(a) Copies of the recorded Declaration (including the By-Laws), other Condominium Instruments, the Ground Lease, the Operating Agreement and any amendments to the foregoing items, the 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.

(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 for ten (10) immediately preceding fiscal years, 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 matters voted on by the Unit Owners shall be maintained for a period of not less than one (1) year;

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provided, however, that if the Association has adopted the secret ballot process under Section 18 of the Act and under this Declaration, unless otherwise directed by court order, only the voting ballots (excluding Unit number or symbol) shall be subject to inspection and copying.

- (e) All current policies of insurance.
- (f) A current listing of the names, addresses, email addresses, telephone numbers, and weighted vote of all members entitled to vote.
- (g) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not-For-Profit Corporation Act of 1986, as amended, shall be maintained.

Any member of an Association shall have the right to inspect, examine, and make copies of, the records described in subsections 5 of this Declaration, in person or by agent, at any reasonable time or times but only for a purpose that relates to the Association, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board or its authorized agent, stating with particularity the records sought to be examined. Failure of the Board to make available all records so requested within ten (10) business days of receipt of the member's written request shall be deemed a denial; provided, however, that if the Board has adopted a secret ballot election process as provided in Section 18 of the Act, it shall not be deemed to have denied a member's request for records described in Subsection 5 of Article VII of this Declaration, if voting ballots without identifying unit numbers are made available to the requesting member ten (10) business days of receipt of the member's written request;

The actual cost to the Association of retrieving and making requested records available for inspection and examination may be charged by the Association to the requesting member. If a member requests copies of records requested under this Section 5 of Article VII of this Declaration, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting member; and

Notwithstanding the provisions of this Section 5 of Article VII, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying, by its members: (1) Documents relating to the appointment, employment, discipline, or dismissal, of Association employees; (2) Documents relating to actions pending against or on behalf of the Association or its Board in a court or administrative tribunal; (3) Documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board in a court or administrative tribunal; (4) Documents relating to Common Expenses or other charges owed by a member other than the requesting member; and (5) Documents provided to the Association in connection with the lease, sale, or other transfer, of a Unit by a member other than the requesting member.

As a condition for exercising this right, the Board or authorized agent may require the member to certify in writing that the information contained in the records obtained by the member will not be used by the member for any commercial purpose or for any purpose that does not relate to the Association for records request under (d) and (f). The Board may impose a

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fine in accordance with item upon any person who makes a false certification. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

ARTICLE VIII MAINTENANCE, ALTERATIONS, DECORATING

1. Maintenance, Repairs, and Replacements.

(a) Each Unit Owner shall furnish and be responsible for, at its own expense, all of the maintenance, repairs, and replacements within its own Unit.

(b) The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Garage or Building. In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system serving more than one Unit, as specified in Article II, Section 2 hereof, exclusive of any portions of the foregoing which may be the responsibility of an individual Unit Owner under subsection (a) above or any other provision of this Declaration. Maintenance, repairs and replacements of the Common Elements (but not the Limited Common Elements, except as provided in Section 2 of this Article) shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

(c) The Board may cause to be discharged any mechanics' lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or any percentage of ownership interests in the Common Elements. When less than all of the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

(d) Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Property or the Garage, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by mailing the same by certified or registered mail addressed to the Unit Owner at the last address for such Unit Owner contained in the book and records of the Declarant or the Association. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

(e) If, due to the act or neglect of a Unit Owner or of a member of its family or household pet or of a guest or other authorized Occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by

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others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board, to the extent not covered by insurance.

(f) The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII, Section I. All expenses which, pursuant to this Section 1, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

(g) In the event that any repair or replacement to the Common Elements (including the Limited Common Elements) is made necessary by reason of any act or occurrence for which insurance is maintained by the Board pursuant to Article VI hereof and for which insurance proceeds are available as provided in Article X, Section 1 hereof, the Association, at its expense to the extent of such proceeds, and subject to Subsection 1(e) above, shall be responsible for the repair or replacement of such Common Elements.

(h) Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement of the Common Elements or the Units or any portion or parts thereof, but the Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Garage, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board or Association or against the Declarant for any work ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance and in writing by the Board or Association or the Declarant.

(i) To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owner shall be in all respects reasonable as it affects the other Unit Owners.

2. Limited Common Elements. Each Unit Owner shall be responsible, at its own cost and expense, for all of the maintenance, repair and replacement of the Limited Common Elements benefiting its Unit, in whole or in part, except to the extent as otherwise directed by the Board or otherwise as follows. Without limiting any of the terms of this Section 2, each Unit Owner shall be responsible, at its own cost and expense, for cleaning all windows located in or adjacent to any Terrace which is a Limited Common Element appurtenant to its Unit. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs and replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to Unit Owners benefited thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to

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the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from mechanics' or materialmen's lien claims that may arise therefrom.

3. Alterations, Additions or Improvements.

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

(b) No alterations, additions or improvements shall be made by a Unit Owner to its Unit or any part of the Common Elements (including the Limited Common Elements) without the prior written consent of the Board, and then only in accordance with rules and regulations adopted by the Board. Any addition, alteration or improvement to a Unit by the Unit Owner which is approved by the Board and which shall affect the structure of the Unit or the Common Elements shall further conform with structural or engineering drawings prepared or reviewed and approved by an architectural or engineering firm selected by the Declarant or the Board. The cost of such drawings or review and approval shall be paid by the Unit Owner. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner under this Section 3 upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional costs of maintenance or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions, which actions shall not be exclusive of the remedies available to the Board under Article XIV hereof:

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

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

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

The provisions of this Section 3(b) shall not apply to the Declarant.

4. Cleaning. Each Unit Owner shall at its own expense be responsible for keeping and maintaining its Unit in a safe, clean and sanitary condition.

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ARTICLE IX SALE, LEASING OR OTHER ALIENATION

1. Restrictions on Transfer Other Than to Residential Owners. Without the Board's prior written consent: (i) no Unit Owner shall sell, lease, sublease, assign, transfer, make a gift of, or otherwise convey its Unit or any interest therein or the beneficial interest in any land trust holding title to such Unit to any Person or Persons other than a Residential Owner, and (ii) no lessee, sublessee or assignee of any Unit shall assign such lease or sublease to any Person or Persons other than a Residential Owner. The restrictions set forth in this Section 1 shall not apply to: (a) any transfer by will or by operation of law upon the death of a Unit Owner; (b) any sale of a Unit at a judicial or execution sale (including a mortgage foreclosure sale); or (c) a transfer where a First Mortgagee acquires title to a Unit by deed in lieu of foreclosure; provided, however, that, notwithstanding the foregoing to the contrary, no Unit Owner shall be entitled to access or use such Unit unless such Unit Owner shall also be a Residential Owner. In addition to and not in limitation of the terms of Section 1 and of this Article, no sub-sublessee of any Unit may further sublease such Unit or any portion thereof, and no sublessee or sub-sublessee may sublease less than all of such Unit. For purposes of this Section 1 and other provisions of this Declaration, it is acknowledged that, by virtue of the Ground Lease, a Unit Owner's interest in its Unit is that of a "sublessee" or "subtenant", and as a result, all references herein to a "sublease" or "sub-sublease" or to a "sublessee" or "sub-subtenant" (or words of similar import) shall mean, respectively, (i) the lease of a Unit entered into by a Unit Owner, as lessor, and a third party, as lessee, and (ii) the third party lessee which takes a sub-subleasehold interest in such Unit by virtue of the type of lease described in subclause (i),

2. Notice of Transfer to Board. Other than transfers of Units (or interests therein) by the Declarant, any Unit Owner who intends to sell, lease, sublease, sub-sublease, assign, transfer, make a gift of or otherwise convey its Unit or any interest therein or the beneficial interest in any land trust holding title to such Unit, or any First Mortgagee (as hereinafter defined) who intends to acquire the Unit by foreclosure or by deed in lieu of foreclosure shall deliver written notice thereof to the Board, no less than fourteen (14) days prior to the contemplated effective date of such sale, lease, sublease, sub-sublease, assignment, transfer, gift or conveyance, together with the name, address and other information concerning the proposed purchaser, lessee, sublessee, sub-sublessee, or assignee as the Board may reasonably require (including, without limitation, evidence that such proposed purchaser, lessee, sublessee, sub-sublessee, or assignee is a Residential Owner).

3. Miscellaneous. Upon any assignment of Unit Sublease, deed, devise, gift or other transfer of any Unit by any Unit Owner, the purchaser, subsequent Unit Owner, sub-sublessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit as provided in this Declaration, and in the case of a sub-sublease, said sub-sublease shall so provide. The Unit Owner making any such sub-sublease shall not be relieved thereby from any of its obligations hereunder. Upon the expiration or termination of such sub-sublease, or in the event of any attempted assignment or further subleasing thereunder, the provisions of this Article with respect to the restrictions set forth above shall apply to such Unit. The provisions of this Article shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this

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Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the provisions of this Article, for the purpose of implementing and effectuating the same.

4. Right of First Offer Under Ground Lease. The Board shall not exercise any right of first refusal contained in Article 31 of the Ground Lease to purchase the fee interest in the property which is the subject of the Ground Lease without the prior consent of Voting Members having at least three-fourths (3/4) of the total votes. The Board or its duly authorized representative acting on behalf of the other Unit Owners, may bid to purchase such property pursuant to the terms of Article 31 of the Ground Lease, upon the prior consent of Voting Members having at least three-fourths (3/4) of the total votes, which consent shall set forth the maximum price which the Board or its duly authorized representative is authorized to bid and pay for the Garage Parcel. In the event that a special assessment is required to effectuate the provisions of this section, the applicable provisions of Article XVIII, Section 2 hereof shall apply.

ARTICLE X DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

1. Sufficient Insurance. In the event the Improvements, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds made available under the Operating Agreement from any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair, restoration and reconstruction, then such repair, restoration, or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the trustee or agent holding such insurance proceeds in payment therefor; provided, however, that, subject to the terms of the Operating Agreement, in the event that within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as provided in Article XII hereof or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies made available under the Operating Agreement with respect to the Property shall be divided by the Board or such trustee or agent among all Unit Owners according to each Unit Owner's percentage of ownership interest in the Common Elements as set forth in Exhibit "B" attached to the Original Declaration, after first paying out of the share of each Unit Owner the amount of any unpaid liens on its Unit, in the order of the priority of such liens.

2. Insufficient Insurance.

(a) General Provisions. Subject to subsection (b) below of this Section 2, if the insurance proceeds are insufficient to reconstruct the Improvements and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Improvements within one hundred and eighty (180) days from the date of damage, then the provisions of Section 14(a) of the Act shall apply.

(b) Destruction of Less than Half of the Units. In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered unusable and the insurance proceeds and the Reserves are insufficient to reconstruct the Garage, then upon the affirmative vote of not fewer than three-quarters (3/4) of the Voting Members present at a

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meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives shall present to the Voting Members present an estimate of the total cost of repair or reconstruction, and the estimated amount of necessary assessments (or special assessments) against each Unit Owner to complete such repair and reconstruction. Unless at least three-quarters (3/4) of the Voting Members at such meeting vote to reconstruct the Garage or portion of the Property so damaged or destroyed or such damaged portion is withdrawn from the Act in accordance with Article X, Section 2(c) of this Declaration, then the provisions of Section 14(a) of the Act shall apply.

(c) Partial Withdrawal from the Act. In the case of damage or other destruction, where the insurance proceeds and the Reserves are insufficient to fully repair and reconstruct the Garage, then upon the affirmative vote of not fewer than three-quarters (3/4) of the Voting Members present at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act, provided that only all or none of any individual Unit may be withdrawn from the Association and the Act. Upon the withdrawal of any Unit the percentage of interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit, the responsibility for the payment of assessments on such Unit by the Unit Owner shall cease.

(d) Definitions. As used in this Article, "restoration, repair, replacement or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before, unless, if allowed by the Act, other action is approved by First Mortgagees of Units representing at least sixty-seven percent (67%) of the votes in the Association.

(e) Ground Lease Requirements. Notwithstanding anything herein to the contrary, in the case of damage or other destruction, the Association, on behalf of the Unit Owners, shall, in any case, cause to be taken such repairs and restoration activities as may be necessary to comply with the requirements set forth in the Ground Lease.

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ARTICLE XI EMINENT DOMAIN

In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions of the Property so taken from the Association and from the provisions of the Act may be made by the Board, provided that only all or none of any individual Unit may be withdrawn from the Association and the Act. Upon the withdrawal of any Unit from the Association and the Act due to eminent domain, the percentage of ownership interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the relative percentages of ownership interests in the Common Elements of each remaining Unit. Subject to the terms of the Ground Lease, the allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be based on such Unit's percentage of ownership interest in the Common Elements. Subject to the terms of the Ground Lease, any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not including any limited Common Element, shall be allocated on the basis of each Unit Owner's percentage ownership interest in the Common Elements. Subject to the terms of the Ground Lease, any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the relative percentage of ownership interests in such Limited Common Elements of those Unit Owners entitled to their use. Upon the withdrawal of any Unit, the responsibility for the payment of assessments on such Unit by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof, and the Association is hereby appointed as attorney-in-fact for each Unit Owner to represent the Unit Owners in any condemnation proceedings, or in negotiations, settlements and agreements with the condemning authority relating to such acquisitions of the Common Elements or any part thereof. Subject to the terms of the Ground Lease, in the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in **Exhibit "B"** attached to the Original Declaration, after first paying from the share of each Unit Owner the amount of any unpaid liens on its Unit, in the order of the priority of such liens.

ARTICLE XII SALE OF THE PROPERTY

The Unit Owners, through the affirmative vote of not less than seventy-five percent (75%) of the Voting Members, at a meeting duly called for such purpose, may elect to assign the "Lessee's" interest under the Ground Lease, and all appurtenant interests in and to the Property as a whole, all subject to the restrictions and limitations set forth in the Ground Lease. Within ten (10) days after the date of the meeting at which any such conveyance is approved and provided that such conveyance is permitted under the Ground Lease, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed recorded against any Unit entitled to notice under Section 1 of Article XIX of this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner or form as may be necessary to effect such conveyance; provided that any unit owner who did not vote in favor of such action and who has

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filed written objection thereto with the manager or Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the greater of: (i) the value of his or her interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such unit owner, or (ii) the outstanding balance of any bona fide debt secured by the objecting unit owner's interest which was incurred by such unit owner in connection with the acquisition or refinance of the unit owner's interest, less the amount of any unpaid assessments or charges due and owing from such unit owner. The objecting unit owner is also entitled to receive from the proceeds of a sale under this Section reimbursement for reasonable relocation costs, determined in the same manner as under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended from time to time, and as implemented by regulations promulgated under that Act.

If there is a disagreement as to the value of the interest of a Unit Owner who did not vote in favor of the sale of the property, that unit owner shall have a right to designate an expert in appraisal or property valuation to represent him, in which case, the prospective purchaser of the property shall designate an expert in appraisal or property valuation to represent him, and both of these experts shall mutually designate a third expert in appraisal or property valuation. The three (3) experts shall constitute a panel to determine by vote of at least two (2) of the members of the panel, the value of that unit owner's interest in the property.

ARTICLE XIII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

1. General Use. No part of the Property shall be used for other than the parking of passenger vehicles and related common purposes for which the Property was designed. Each Unit shall be used solely for the parking of passenger vehicles or such other uses permitted by this Declaration and for no other purpose. Only one passenger vehicle shall be permitted in any Unit at any given time; provided, however, that four (4) of the Units shall be deemed to be "tandem" spaces, which are specifically noted on the Plat and may be used for the parking of two (2) passenger vehicles. Hydraulic or any other lifting or automobile storage devices are strictly prohibited.

ARTICLE XII SALE OF THE PROPERTY

The Unit Owners, through the affirmative vote of not less than seventy-five percent (75%) of the Voting Members, at a meeting duly called for such purpose, may elect to assign the "Lessee's" interest under the Ground Lease, and all appurtenant interests in and to the Property as a whole, all subject to the restrictions and limitations set forth in the Ground Lease. Within ten (10) days after the date of the meeting at which any such conveyance is approved and provided that such conveyance is permitted under the Ground Lease, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed recorded against any Unit entitled to notice under Section 1 of Article XIX of this Declaration. Such action shall be binding upon all Unit

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Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner or form may be necessary to effect such conveyance; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such conveyance was approved, shall be entitled to receive from the proceeds of such conveyance an amount equal to the fair market value of its Unit and the percentage ownership interest in the Common Elements appurtenant to such Unit, as determined by arbitration as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. If the Board and such Unit Owner fail to agree on the fair market value of such Unit and related ownership interest within fifteen (15) days after delivery of such Unit Owner's notice, such Unit Owner and the Board shall each select an appraiser, and the two (2) appraisers so selected shall select a third appraiser, and the fair market value determined by the third appraiser shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share shall be a Common Expense.

ARTICLE XIII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

1. General Use. No part of the Property shall be used for other than the parking of passenger vehicles and related common purposes for which the Property was designed. Each Unit shall be used solely for the parking of passenger vehicles or such other uses permitted by this Declaration and for no other purpose. Only one passenger vehicle shall be permitted in any Unit at any given time; provided, however, that four (4) of the Units shall be deemed to be "tandem" spaces, which are specifically noted on the Plat and may be used for the parking of two (2) passenger vehicles. Hydraulic or any other lifting or automobile storage devices are strictly prohibited.

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

3. Prohibited Use. Nothing shall be done or kept in any Unit, or in the Common Elements, which will increase the rate of insurance on the Improvements or the contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in its Unit or in the Common Elements which will result in the cancellation of insurance on the Improvements or the contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the systems or structural components of the Garage or operate any machines, appliances, accessories, or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

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4. Vehicle Maintenance Prohibited. Unit Owners shall not cause or permit the cleaning, washing, drying, waxing, painting, repairing or maintaining of any automobile or other vehicle in its Unit or in the Common Elements, without the prior written consent of the Board or unless otherwise expressly permitted by rules or regulations promulgated by the Declarant or the Board.

5. Pets, etc. No animals, including, but not limited to, reptiles, rabbits, livestock, fowl, or poultry of any kind, shall be raised, bred, or kept in any Unit or in the Common Elements.

6. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others.

7. Unsanitaryness. The Units and the Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

8. "For Sale" and "For Rent" Sign. 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 (if any), as shall be determined by the Board; provided, however, that the right is reserved by the Declarant, and its agents, to maintain on the Property until the sale of the last Unit, all sales' offices and advertising signs and lighting in connection therewith, at such locations and in such forms as it shall determine, together with the right of ingress, egress and transient parking therefor through the Common Elements.

9. Common Elements. Except as otherwise expressly permitted under this Declaration, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Declarant or the Board. Further, there shall be no parking of automobiles or other vehicles on any part of the Common Elements, except as otherwise permitted by rules and regulations promulgated by the Declarant or the Board.

10. Compliance With Laws. No use of a Unit shall be conducted, maintained or permitted to the extent same is in violation of the uses permitted hereunder or under any applicable laws, statutes, codes, regulations or ordinances governing the Property from time to time (including, without limitation, the relevant provisions of the zoning ordinance for the municipality within which the Property is located).

11. Tenants. The provisions of the Act, this Declaration and rules and regulations that relate to the use of an individual Unit or the Common Elements shall be applicable to any Person "sub-subleasing" a Unit from a Unit Owner and shall be deemed to be incorporated in any sub-sublease executed in connection with a Unit. The Board may proceed directly against any such sub-tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by a subtenant of the Act or any covenants, rules, regulations or bylaws, without excluding any other rights or remedies. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the Unit Owner and the Unit Owner's "sub-sublessee" in the event of any violation of this Section 12 or of any other provision of this

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Declaration concerning Unit leasing, without excluding any other rights or remedies. For purposes of this Section 12 and other provisions of this Declaration, it is acknowledged that, by virtue of the Ground Lease, a Unit Owner's interest in its Unit is that of a "subtenant", and as a result, all references herein to a "sub-sublease" or to a "sub-subtenant" (or words of similar import) shall mean, respectively: (i) the lease of a Unit entered into by a Unit Owner, as lessor, and a third party, as lessee, and (ii) the third party lessee which takes a sub-subleasehold interest in such Unit by virtue of the type of lease described in subclause (i).

ARTICLE XIV REMEDIES FOR BREACH OF COVENANTS RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction, rule or regulation adopted by the Board or the Declarant, or the breach of any covenant or provision contained in the Ground Lease, the Operating Agreement or this Declaration, shall give the Declarant and the Board the right, in addition to the rights set forth in Section 2 of this Article: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate, remove, correct and take any other actions necessary to cure the condition causing such violation or breach, all at the expense of the defaulting Unit Owner, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate, or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any violation or breach.

2. Other Rights. If any Unit Owner (either by its own conduct or by the conduct of any Occupant of its Unit) shall violate any of the covenants, restrictions or provisions of the Ground Lease, the Operating Agreement or this Declaration or the restrictions, rules or regulations adopted by the Board or the Declarant (including, without limitation, the failure to pay assessments or other charges due hereunder), and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall re-occur more than once within twelve (12) months after such notice of such initial violation, then the Board shall have the following rights and remedies, in addition to the rights and remedies described in Section 1 of this Article:

(a) The Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner as a Unit Owner and its rights to continue to occupy, use, or control its Unit, and thereupon an action in equity may be filed by the Board against the defaulting Unit Owner for a decree of mandatory injunction against such Unit Owner or Occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control its Unit on account of the said violation, and ordering that the right, title, and interest of the Unit Owner in the Property be sold (subject to the lien of any existing mortgage and any prior recorded lien of Lessor therein arising pursuant to the Ground Lease) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring its interest in the Unit and the Property at such judicial sale. All costs, charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the

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purchaser thereof shall thereupon be entitled to an assignment of the Unit Sublease pertaining to the Unit and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Unit and the Property sold subject to this Declaration.

(b) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner of a notice to quit and deliver up possession, which right may be enforced by an action for possession under Article IX of the Code of Civil Procedure, as amended,

(c) The Board shall have a lien on the interest of the defaulting Unit Owner in its Unit in the amount of any sums due from such Unit Owner; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner and any prior recorded lien of Lessor arising pursuant to the Ground Lease. Except as hereinafter provided, the lien provided for in this Section shall not be affected by any transfer of title to the Unit. Where title to the Unit is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien described in this Section for any sums which became due prior to: (i) the date of the transfer of title, or (ii) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit shall be liable for its share of any sums with respect to which a lien against its Unit has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit as provided in this Section.

(d) For a violation or breach described above, the Board shall have the right: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass, or (ii) to enjoin, abate, or remedy by a proceeding at law or in equity the continuance of any such violation or breach; provided, however, that no summary abatement shall be undertaken in connection with any alteration or demolition of improvements until judicial proceedings are instituted.

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or Occupant as permitted by law including, without limitation, an action (i) to foreclose a lien against the Unit, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article, or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration, the By-Laws, any contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board or the Declarant may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to exercise any such rights or remedies to enforce any

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provisions of this Declaration, the By-Laws or rules and regulations of the Board or the Declarant shall in no event be deemed a waiver of the right to do so thereafter.

3. Expenses. All expenses incurred by the Board in connection with any actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including, without limitation, court costs, reasonable attorneys' fees and all other fees and expenses, and all damages, together with interest thereon at the rate of eighteen percent (18%) per annum (or such lesser rate charged by law should eighteen percent (18%) be held to be in excess of the maximum legal rate allowable by law), shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of its respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit of such defaulting Unit Owner and upon all of its additions and improvements thereto and upon all its personal property in its Unit or located elsewhere on the Property.

ARTICLE XV BY-LAWS

The provisions of Articles XVI, XVII and XV III shall constitute the "By-Laws" of the Association and the By-Laws prescribed by the Act.

ARTICLE XVI BOARD OF MANAGERS

1. Board of Managers (Board of Directors).

(a) Qualifications. The direction and administration of the Property shall be vested in a Board of Managers consisting of five (5) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be a Unit Owner; 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 officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board. If a Unit Owner owns more than one Unit and is a corporation, partnership, limited liability company, trust or other legal entity, other than a natural person, then any number of agents or beneficiaries of such Unit Owner may be directors, provided that the number of such Unit Owner's agents or beneficiaries who become directors shall not exceed the number of Units owned by such Unit Owner. If a director fails to meet such qualifications during his term, he or she shall thereupon cease to be a director, and his or her place on the Board shall be deemed vacant.

(b) Election of Board Members. In all elections for members of the Board, each Voting Member shall be entitled to vote on a non-cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. In all elections for members of the Board, every Voting Member shall have the right to vote the number of votes of such Voting Member for as many persons as there are directors to be elected. Cumulative voting shall not be permitted. Five (5) Board members shall be elected at the first annual meeting each for a term of one (1) year. The

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election as between candidates receiving the same number of votes shall be determined by lot. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of one (1) year each. Members of the Board may succeed themselves. Members of the Board shall receive no compensation for their services unless expressly authorized by the Board with the approval of Voting Members having at least three-fourths (3/4) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of Persons on the Board, shall be filled by the Voting Members at a meeting of the Association called for such purpose. Vacancies may also be filled by the Board by a unanimous vote of the remaining Board members effective until the earlier to occur of (x) the next meeting of the Association (whether the annual meeting or a special meeting called for such purpose) or (y) a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Association to fill the vacancy for the balance of the term. A meeting of the Association shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting. 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. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held, and conducted in accordance with such regulations as the Board may adopt; provided, however, that (i) each Unit Owner shall be entitled to notice, in the same manner as provided in Article XVII, Section 3 hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment; and (ii) the Board shall meet no less than four (4) times each year.

(c) Officers. The Board shall elect for a term of one (1) year from among its members: (i) a president who shall preside over both the Board's meetings and those of the Association, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Condominium Instruments; (ii) a secretary who shall keep the minutes of all meetings of the Board and of the Association, who shall mail and receive all notices required or permitted under the Condominium Instruments, and who shall, in general, perform all the duties incident to the office of secretary; (iii) a treasurer who shall keep the financial records and books of account of the Association; and (iv) such additional officers as the Board shall see fit to elect. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

(d) Removal of Board Members. Any Board member may be removed from office by an affirmative vote of the Voting Members having at least three-fourths (3/4) of the total votes at any special meeting called for such purpose. A successor to fill the unexpired term of the Board member removed may be elected by the Voting Members at the same meeting or at any subsequent annual meeting or special meeting called for that purpose.

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(e) Board Meetings. Meetings of the Board of Managers 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 or consult with the Association's Counsel; (ii) to discuss the appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to discuss violations by a Unit Owner of this Declaration or rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses or (iv) interview a potential employee, independent contractor, agent, or other provider of goods and services;; provided, however, that 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 any meetings required to be open by this Declaration by tape, film or other means, provided that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places in the Property at least forty-eight (48) hours prior to such meeting, and shall be mailed or delivered to the Unit Owners at least forty-eight (48) hours prior to such meeting or sent by acceptable electronic means, unless a written waiver of such notice is signed by the Person or Persons entitled to such notice pursuant to this Declaration, By-Laws, other Condominium Instrument, or provision of law before the meeting is convened.

(f) The Board 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 (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 (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 subsection, a board member's immediate family means the board member's spouse, parents, and children.

(g) The Board may disseminate to Unit Owners biographical and background information about candidates for election to the board if: (i) 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 (ii) the Board does not express a preference in favor of any candidate.

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

(i) Board may ratify and confirm actions of the members of the board taken in response to an emergency, that the Board shall give notice to the unit owners of: (i) the occurrence of the emergency event within seven (7) business days after the emergency event, and (ii) the general description of the actions taken to address the event within seven (7) days after the emergency event.

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2. General Powers of the Board.

(a) Certain Enumerated Powers. The Board shall have the power to exercise all powers and duties of the Board of Directors referred to in this Declaration or the Act, as well as all powers, duties and authority vested in it by law. The powers and duties of the Board of Managers shall include, but shall not be limited to, the following matters:

(1) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements.

(2) Preparation, adoption, and distribution of the annual budget for the Property.

(3) Levying of assessments on Units.

(4) Borrowing funds.

(5) Collection of assessments from Unit Owners.

(6) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.

(7) Obtaining and maintaining the insurance required under the Ground Lease, the Operating Agreement and this Declaration and other adequate and appropriate kinds of insurance,

(8) Purchasing and receiving conveyances of Units and owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by the Board.

(9) Adoption and amendment of rules and regulations covering the details of the maintenance, administration, management, operation, use, conservation, and beautification of the Property, and for the health, comfort, safety, and general welfare of the Unit Owners and Occupants of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations; provided, however, that no rules or regulations 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.

(10) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

(11) To have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, or to confirm that such Unit is in compliance with the terms of this Declaration or any rules or regulations promulgated by the Board or the Declarant.

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(12) Pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, including all sewer charges, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the Property and are not payable by Unit Owners directly.

(13) Impose 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 violations of this Declaration, By-Laws, and rules and regulations of the Association or the Declarant.

(14) Unless the Condominium Instruments expressly provide to the contrary, by a majority vote of the entire Board, assign the Association's right to future income, including the right to receive Common Expenses or other sources, and mortgage or pledge substantially all of the remaining assets of the Association.

(15) Record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under this Declaration or the provisions of the Act.

(16) Record the granting of an easement for utilities or for the laying of internet access or cable television cable where authorized under this Declaration or under the provisions of the Act and permit continued use of internet access or television cables presently connected to the Building subject to rules and regulations of the Association or the Declarant.

(17) To pay for painting, cleaning, tuckpointing, snow removal, landscaping, maintenance, decorating, repair, and replacement of the Common Elements (but not including Units, which the Unit Owners shall maintain and repair, except if necessitated by repairs to the Common Elements) 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.

(18) To pay for any materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is authorized or required to secure or pay for pursuant to the terms of this Declaration or By-Laws or which, in its opinion, are necessary or proper for the maintenance and operation of the Property as a first-class parking garage facility or for the enforcement of the restrictions set forth in this Declaration.

(19) To pay any amount necessary to discharge any mechanic's lien or other encumbrance 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 Unit Owners. Where one or more (but less than all) Unit Owners are responsible for the existence

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of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit Owners.

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

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

(22) The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board, and the Board may engage the services of a valet parking operator to provide valet parking services in the Garage to the extent deemed advisable by the Board and to the extent permitted under the 250 Reciprocal Easement Agreement, provided, however, that Unit Owners shall not be obligated to use any such valet parking services but the cost thereof shall be a shared Common Expense applicable to all Units.

(23) Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, or by a two-thirds (2/3) vote of the members of the Board of Managers, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as Common Expenses.

(24) To pay for water, sewer, waste removal, other operating expenses, electricity, telephone, and other necessary utility service for the Common Elements.

(25) To carry out all obligations imposed upon the Property, the Association or the Unit Owners pursuant to the Ground Lease, the 840 Reciprocal Easement Agreement, the 250 Reciprocal Easement Agreement, the Operating Agreement or this Declaration, and to exercise, enforce and administer (and promulgate and enforce rules and regulations in connection therewith), on behalf of the Unit Owners and Occupants, all rights, easements and benefits appurtenant to or inuring to the benefit of the Property, including, without limitation, the rights,

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easements and benefits inuring to the benefit of the Unit Owners under the Ground Lease, the 840 Reciprocal Easement Agreement, the 250 Reciprocal Easement Agreement and the Operating Agreement, and to exercise such other rights as described in Article IV, Sections 9, 10, 11 and 12 hereof.

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

(27) To adopt and amend rules and regulations (i) authorizing electronic delivery of notices and other communications required or contemplated by this 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 (ii) 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 an association is required to provide upon request pursuant to any provision of this Act or any Condominium Instrument.

Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any condominium instrument or any provision of this Act may be accomplished using the technology generally available at that time. This Section shall govern the use of technology in implementing the provisions of any condominium instrument or any provision of this Act concerning notices, signatures, votes, consents, or approvals.

The Association, Unit Owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under any Condominium Instrument or any provision of this Act by use of any technological means that provides sufficient security, reliability, identification, and verifiability.

A verifiable electronic signature satisfies any requirement for a signature under any Condominium Instrument or any provision of the Act.

Voting on, consent to, and approval of any matter under any condominium instrument or any provision of this Act may be accomplished by electronic transmission or other equivalent technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

Subject to other provisions of law, no action required or permitted by any condominium instrument or any provision of the Act need be acknowledged before a notary public if the identity and signature of the person can otherwise be authenticated to the satisfaction of the board of directors or board of managers.

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If any person does not provide written authorization to conduct business using electronic transmission or other equivalent technological means, the Association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means.

This Section does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the association to collect a common expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Act.

(28) To exercise all rights of the Board under Article IX hereof.

(b) Execution of Contracts. 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 President and attested by the Secretary or Treasurer.

(c) Limitations on Board's Powers. The Board's powers, hereinabove enumerated and described in this Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure to be paid by Unit Owners (whether as Common Expenses or otherwise) in excess of \$50,000.00, without, in each case, the prior approval of Voting Members having at least a majority of the total votes. Nothing contained in this Article shall be construed to give the Board, the Association, or the Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

ARTICLE XVII MEMBERS (UNIT OWNERS)

1. Voting Rights.

(a) There shall be one (1) Voting Member with respect to each Unit who shall be entitled to vote at any meeting of the Association. Such Voting Member shall be the Unit Owner or one (designated by majority agreement) of the group composed of all the Persons comprising the Unit Owner of a Unit. There shall be deemed to be a majority agreement if any one of the multiple Persons comprising a Unit Owner casts the votes allocated to that Unit without protest being made promptly to the Person presiding over the meeting by any of the other Persons comprising such Unit Owner. Such Voting Member may also be a Person designated by a Unit Owner to act as proxy on its behalf and who need not be a Unit Owner. Such designations shall be made in writing to the Board and shall be revocable at any time by written notice to the Board from the Unit Owner. A proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy, and every

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proxy must bear the date of execution. Any or all Persons comprising a Unit Owner of a Unit, and their designee, if any, may be present at any meeting of the Association, but only the Voting Member of the Unit may vote or take any other action as a Voting Member either in person or by proxy. If only one of the Persons comprising a Unit Owner of a Unit is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Unit. If a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation, limited liability company or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, member, manager, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner shall be entitled to the number of votes equal to the percentage of ownership in the Common Elements appurtenant to its Unit as set forth in Exhibit "B" attached to the Original Declaration, subject to the terms of Section 4(b) of this Article. The Declarant shall designate the Voting Member with respect to any Unit owned by the Declarant. The Association shall have one class of membership only and nothing contained in the Condominium Instruments shall permit or allow different classes of membership among the Unit Owners.

(b) In the event the Voting Member is other than the Unit Owner, is not present at a meeting of the Association and has not voted by proxy, then if the Unit Owner is present, such owner shall be entitled to cast all of the votes allocated to the Unit. In the event the ownership of a Unit is composed of multiple owners and the Voting Member is not present and has not voted by proxy, then if only one of the multiple owners of a Unit is present, such owner shall be entitled to cast all of the votes allocated to that Unit. In the event more than one owner of a Unit is present, but not the Voting Member, who has not voted by proxy, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the group of owners comprising the Unit who are present. Majority agreement shall be deemed to have occurred if 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 other owners of the Unit.

2. Meetings of the Association.

(a) Location and Quorum. Meetings of the Association shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Association of Voting Members having at least twenty percent (20%) of the total votes shall constitute a quorum, unless Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes represented at such a meeting.

(b) Annual Meetings of the Association. The initial meeting of the Association shall be held upon written notice delivered by the Declarant not less than twenty-one (21) or more than thirty (30) days before the date fixed for said meeting. Said initial meeting shall be held not later than sixty (60) days after the conveyance by the Declarant of seventy-five

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percent (75%) of the Units or three (3) years after the recording of this Declaration, whichever is earlier. Thereafter, there shall be an annual meeting of the Association each year within fifteen (15) days of the anniversary of the first meeting or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Unit Owners not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

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

3. Notices of Meetings. Notices of meetings of the Association required to be given herein may be delivered either personally by mail or by acceptable technological means as prescribed herein to the Persons entitled to vote thereat, addressed to each Person at the address given by him or her to the Board for the purpose of service of such notice, or to the last known address of the Person with respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting. The Association (or the Declarant, in the exercise of the powers set forth herein) shall furnish any Unit Owner, within ten (10) days of receipt by it of a request therefor, the names, addresses and the number of votes of each Unit Owner entitled to vote at each meeting to elect members of the Board. For purposes of this Section, a notice shall be deemed "delivered" upon compliance with the notice provisions set forth in Article XX, Section 2 hereof.

4. Miscellaneous.

(a) Special Voting Matters. No (i) merger or consolidation of the Association; (ii) sale, lease, exchange, or other disposition of all or substantially all of the Property and assets of the Association; or (iii) purchase or sale of land or of Units on behalf of all Unit Owners shall be effected unless there is an affirmative vote of not less than seventy-five percent (75%) of the Voting Members, at a meeting duly called for that purpose.

(b) Conversion of Voting Procedures. 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 vote of Unit Owners specified in the Condominium Instruments or the Act, shall instead require the specified percentage by number of Units rather than by percentage of ownership interest in the Common Elements allocated to Units that would otherwise be applicable.

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ARTICLE XVIII ASSESSMENTS - MAINTENANCE FUND

1. Estimated Annual Budget and Assessments.

(a) Adoption of Annual Budget. On or before November 1 of each calendar year, the Board shall estimate the total amount necessary to pay for all Common Expenses which will be required during the ensuing calendar year, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth, in reasonable detail, all anticipated Common Expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed Common Expense assessment, and shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements, if any. Each Unit Owner shall receive, at least twenty-five (25) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget. The Common Expenses set forth in the annual budget shall be assessed to the Unit Owners according to each Unit Owner's percentage ownership interest in the Common Elements as set forth in Exhibit "B" attached to the Original Declaration. Each Unit Owner shall receive notice, in the same manner as is provided in this Declaration for notices of Association meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment.

(b) Payment of Regular Assessments. On or before January 1 of the ensuing year, and the first day of each and every month of said year thereafter, each Unit Owner (jointly and severally in the case of multiple Persons comprising a Unit Owner) shall be personally liable for and obligated to pay to the Board or as it may direct one-twelfth (1/12) of the annual assessment against its Unit made pursuant to the annual budget for such year. On or before March 1 of each calendar year following the year in which the initial meeting of the Association is held, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses actually incurred and paid during the immediately preceding year, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be applied to and transferred to the Reserve, or in the alternative, credited to each Unit Owner in accordance with its percentage ownership interest in the Common Elements to the next monthly installments of assessments due from the Unit Owners under the current year estimate until exhausted, and any net shortage shall be added to the assessments for each Unit Owner according to its percentage ownership interest in the Common Elements and shall be paid in installments over the immediately succeeding six (6) months after rendering of the accounting.

(c) Material Increase in Assessments. Except as otherwise provided in Section 2 of this Article, in the event the Board adopts an annual budget or a supplemental budget or a separate or special assessment which would result in the sum of all regular and separate or special assessments against the Unit Owners in any calendar year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate or special assessments for the immediately preceding calendar year, the Board, upon written petition

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by the Voting Members having at least 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. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the budget or separate or special assessment, the budget shall be deemed to be ratified, regardless of whether or not a quorum is present.

2. Reserve; Supplemental Budget. The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures and paying for the costs of deferred maintenance in connection with the Common Elements (the "Reserve"). The Board shall determine the appropriate level of the Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements and maintenance, repairs and replacements necessary to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder and those matters set forth in Section 9(c)(2) of the Act. Each budget shall disclose that percentage of the annual assessment which shall be added to the Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any specific contingency reserve or the Reserve, as applicable, which remains unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for its proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. In addition to the foregoing, any Common Expense not set forth in the annual budget or any increase in assessments over the amount set forth in the adopted annual budget shall be separately assessed against all Unit Owners. Assessments for additions and alterations to the Common Elements or to property owned by the Association not included in the adopted annual budget shall be separately assessed against all Unit Owners and, except if relating to an emergency or mandated by law, shall be subject to the affirmative vote of at least two-thirds (2/3) of the total votes of all Unit Owners, at a meeting specifically called for the purpose of approving such special or separate assessment. The Board may adopt special or separate assessments payable over more than one fiscal year. Unless such multi-year assessment relates to an emergency or is mandated by law or is for an addition or alteration to the Common Elements or to the property owned by the Association and is not included in the adopted annual budget, the entire amount of such multi-year assessment shall be deemed considered and authorized in the first fiscal year in which such multi-year assessment is approved. Any separate or special assessment for expenditures relating to an emergency or mandated by law or required pursuant to the terms of the Ground Lease may be adopted by the Board without being subject to Unit Owner approval pursuant to Section 1(c) of this Article or otherwise. As used in this Section, "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. Each Unit Owner shall receive notice, in the same manner as is provided for meetings of the Unit Owners, of any meeting of the Board concerning the adoption of any supplemental budget or any special or separate assessment.

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3. Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted assessment estimate on any Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay its share of Common Expenses, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly installments at the then existing monthly rate established for the previous period until notice of the new monthly rate or estimate is received; provided, however, that no Unit Owner shall be obligated to pay such higher monthly rate or estimate sooner than ten (10) days after such new rate or adjusted estimate shall have been mailed or delivered to such Unit Owner.

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

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

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

7. Forbearance. Neither the Board nor the Association shall have any authority to forebear the payment of assessments by any Unit Owner.

Surplus of Assessments. At the end of an Association's fiscal year and after the Association has approved any end-of-year fiscal audit, if applicable, if the fiscal year ended with a surplus of funds over actual expenses, including budgeted reserve fund contributions, the Board has the authority, in its discretion, to dispose of the surplus in one or more of the following ways: (i) contribute the surplus to the Association's reserve fund; (ii) return the surplus to the Unit Owners as a credit against the remaining monthly assessments for the current fiscal year; (iii) return the surplus to the Unit Owners in the form of a direct payment to the unit owners; or (iv) maintain the funds in the operating account, in which case the funds shall be applied as a credit when calculating the following year's annual budget. If the fiscal year ends in a deficit, the Board has the authority, in its discretion, to address the deficit by incorporating it into the following year's annual budget. If 20% of the Unit Owners of the Association deliver a petition objecting to the action under this paragraph (5) within 30 days after notice to the unit owners of the action, the Board shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition. At the meeting, the Unit Owners may vote to select a different option than the option selected by the Board. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the Board's selection and select a different option, the Board's decision is ratified.

8. User Charges. The Board may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities, or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expense may include such services and facilities

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

ARTICLE XIX MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

1. Mortgages. Each Unit Owner shall have the right, subject to the terms of the Ground Lease and this Declaration, to encumber its Unit with a mortgage or trust deed (or mortgages or trust deeds). The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit ("First Mortgagee") and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on a Unit ("Insurer or Guarantor") and the Unit number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of any default by a Unit Owner of that Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Such First Mortgagee, Insurer or Guarantor shall have an additional period of thirty (30) days in which to cure such default. Any First Mortgagee of a Unit, as well as any other holder of a prior recorded mortgage on a Unit, who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which become due prior to (i) the date of the transfer of title, or (ii) the date on which the holder comes into possession of the Unit, whichever occurs first, except for any sums which are reallocated among the Unit Owners pursuant to the last sentence of Article XIV Section 2(c) hereof).

Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

(i) to examine current copies of Ground Lease, this Declaration, the By-Laws, the articles of incorporation of the Association, rules and regulations and the books, records and financial statements of the Association during normal business hours;

(ii) to receive, without charge and within a reasonable time after such request, an audited financial statement for the Association for the preceding fiscal year, and an audited financial statement for each fiscal year must be available within one hundred twenty (120) days after the end of such fiscal year;

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

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

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

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

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

(d) Unless the First Mortgagees of all of the Units which are a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

(i) by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of substantial loss to or condemnation of the Units or the Common Elements;

(ii) change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and (2) determining the pro rata share of ownership of each Unit Owner in the Common Elements or rights to their use, except as provided in Article III, Section 4, Article X, Section 2 and Article XI hereof;

(iii) use hazard insurance proceeds for losses to any portion of the Property (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such improvements, except as set forth in the Ground Lease or as provided by the Act in case of substantial loss to the Units or the Common Elements.

(e) Unless at least sixty-seven percent (67%) of the First Mortgagees, based on one vote per Unit, have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to do or permit to be done any of the following:

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(i) Adoption of an amendment to this Declaration which (aa) changes Article VI, Section 1, (bb) changes Article X, (cc) changes Article XI, (dd) changes Article XIV, Section 2(c), (ee) changes this Article XIX or any other provision of this Declaration which specifically grants rights to First Mortgagees, (ff) changes insurance and fidelity bond requirements, (gg) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Unit materially different from that presently contained in this Declaration or changes the provisions concerning the leasing of Units, (hh) changes the responsibility for maintenance and repair of any portion of the Property, (ii) changes any provisions of this Declaration concerning repair, restoration, or reconstruction of the Project, or (jj) changes any provisions of this Declaration to reduce reserves for maintenance, repair and replacement of Common Elements;

(ii) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Property and except for the encumbrance, sale or transfer of the percentage of ownership in the Common Elements in connection with the encumbrance, sale or transfer of a Unit or the lease, license, concession or grant of easement with respect to the Common Elements permitted by this Declaration);

(iii) The sale of the Property;

(iv) The removal of all or a portion of the Property from the provisions of the Act and this Declaration; or

(v) The effectuation of a decision by the Association to terminate professional management and assume self-management of the Condominium.

(f) Upon specific written request to the Association, each First Mortgagee, Insurer or Guarantor of a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements or the Unit that is subject to such First Mortgagee's, Insurer's or Guarantor's mortgage.

(g) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of the Unit involved will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Unit or other party to priority over such First Mortgagee with respect to the distribution of the proceeds of any award or settlement, except as set forth in the Ground Lease.

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

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ARTICLE XX GENERAL PROVISIONS

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

2. Notices to Board, Association, and Unit Owners. Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at 270 East Pearson Street, Chicago, Illinois 60611 (indicating thereon, in the case of any notice to any Unit Owner, the number of such Unit Owner's Unit) or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Notices provided for in this Declaration and in the Act to any Unit Owner shall be in writing and shall be addressed to such Unit Owner at the address given by it to the Board or the Association for the purpose of service of such notice, or to the last known address of the Unit Owner, if no address has been given to the Board or the Association. Any Unit Owner may also designate a different address for notices to it 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 or when delivered in person with written acknowledgment of the receipt thereof.

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

4. Binding Effect. Each grantee accepting an assignment of Unit Sublease or other instrument of conveyance relating to any portion of the Property 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. All rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in the Property or any Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

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

6. Amendment. Except as otherwise provided in the Act, this Declaration and By-laws, and the provisions of the Condominium Instruments may be amended, changed, or modified only by an instrument in writing, setting forth such amendment, change, or modification, such amendment being approved by a vote of not less than three-fourths (3/4) of the Unit Owners, and containing the

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approval of any First Mortgagees if and to the extent such approval is required under the Condominium Instruments, and shall contain an affidavit by an officer of the Board certifying that a copy of the amendment, change, or modification has been mailed by certified mail to all First Mortgagees not less than ten (10) days prior to the date of such affidavit. Any amendment, change, or modification shall conform to the provisions of the Act and shall be effective upon recordation thereof. Notwithstanding anything contained in this Section 6 to the contrary, no change, modification, or amendment which affects the rights, privileges, or obligations of the Declarant shall be effective without the prior written consent of the Declarant. Except to the extent authorized by provisions of the Act, no amendment to the Condominium Instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements appurtenant to such Unit (except as expressly provided in Section 4 of Article III hereof), the number of votes in the Association, or the liability for Common Expenses appertaining to a Unit. Notwithstanding the terms of this Section 6, to the extent not otherwise prohibited by the Act, the Declarant hereby reserves to itself the right, without the consent of any Unit Owner or mortgagee of a Unit, while the Association is under Developer Control, to record an amendment to this Declaration, provided such amendment does not materially adversely affect the value of any Unit. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to any such amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, Unit Sublease, assignment, other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record such amendments.

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

8. Perpetuities and Restraints. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void as violations of (a) the rule against perpetuities or some analogous statutory provision, (b) the rules 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 last to die of the now living lawful descendants of Robert F. Kennedy, former Senator of the United States, and Richard M. Daley, Mayor of the City of Chicago, Illinois.

9. Liens. In the event any lien (other than a mortgage lien) exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportionate share of such indebtedness attributable to such Unit. In the event such lien exists against all of the Units or against the Property as a whole, the amount of such proportionate share shall be equal to the percentage of ownership interest in the Common Elements appurtenant to such Unit as set forth on Exhibit "B" attached to the Original Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien. Except as expressly provided below in this Section 9 or in the Ground Lease, a Unit Owner shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction by the Board or the Association. Each Unit

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Owner's liability for any judgment entered against the Board or the Association, if any, shall be limited to its proportionate share of the indebtedness as set forth above in this Section 9, whether collection is sought through assessments or otherwise. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of its Unit, or caused by its own conduct. Before conveying a Unit, the Declarant shall record or furnish the purchaser with releases of all liens affecting that Unit and its percentage ownership interest in the Common Elements which the purchaser does not expressly agree to take subject to or assume, or the Declarant shall provide a surety bond or substitute collateral for or insurance against such liens. After conveyance of such Unit, no mechanic's lien shall be created against such Unit or its percentage interest in the Common Elements by reason of any subsequent contract by the Declarant to improve or make additions to the Property. If, as a result of work expressly authorized by the Board of Managers, a mechanic's lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto and shall be liable for the payment of its Unit's proportionate share of any due and payable indebtedness as provided above in this Section 9.

10. Responsibility for Occupants and Others. Each Unit Owner shall be responsible and liable for any and all acts and omissions of, and any and all breaches or violations of the Ground Lease or this Declaration, any of the other Condominium Instruments or any rules or regulations promulgated by the Board or the Declarant by, any of such Unit Owner's employees, agents, servants, family members, guests and invitees or any Occupant of such Unit Owner's Unit, as fully and with the force and effect as if such act, omission, breach or violation was caused or created by such Unit Owner.

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

12. Headings. The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the sections and articles to which they apply.

13. Word Construction. Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as context may require.

14. Certain Rights of the Declarant. Until the time established by the Declaration for the election of the initial Board by the Unit Owners, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board in the Act and in this Declaration shall be held and performed by the Declarant, which may be exercised by the designation of an initial Board in accordance with the terms of this Declaration. If the initial Board shall not be elected by the Unit Owners at the time established by this Declaration, the Declarant shall continue in the aforesaid office for a period of thirty (30) days after written notice of its resignation is sent to all of the Unit Owners entitled to vote at such election. In exercising such rights, and the other rights reserved by the Declarant pursuant to this Declaration, the Declarant shall not be under any disability which would otherwise be imposed by law by reason of the Declarant's interest in the subject matter of any transaction, provided, however, that any such transaction shall have been entered into in good faith.

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15. Special Amendment. In addition to and not in limitation of the rights granted to the Declarant under Section 6 of this Article, the Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Department of Veteran's Affairs (formerly known as the Veteran's Administration), or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Units, (iii) to bring this Declaration into compliance with the Act or the Ground Lease, or (iv) to correct clerical or typographical or similar errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, Unit Sublease, assignment, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

16. Land Trust Unit Owner's Exculpation. In the event a Unit Sublease to any Unit is conveyed to a land title holding trust, under the terms of which all powers of management, operation, and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the Unit under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit 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.

ARTICLE XXI GROUND LEASE PROVISIONS

1. The Association shall give to each Unit Owner and each First Mortgagee prompt notice of the receipt by the Association of any notice of Default under the Ground Lease given at any time by the Lessor to the Association.

2. Each Unit Owner shall assume and fully perform all obligations of "Lessee" under the Ground Lease that relate directly and exclusively to the maintenance, repair, use and occupancy of such Unit Owner's Unit.

3. The Association shall have the right of access to each Unit (by means of duplicate or master keys or other similar technology), and authorized representatives of the Association may,

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4. upon reasonable prior oral or written notice to the Unit Owner of a particular Unit, or without such notice in case of a bona fide emergency, enter upon such Unit from time to time and at reasonable times, for the purpose of inspecting such Unit to assure compliance by such Unit Owner with the provisions of the Ground Lease and of this Declaration.

5. Each Unit Owner shall be obligated to comply with the provisions of the Ground Lease to the extent that such requirements apply directly and exclusively to the Unit of such Unit Owner.

6. The Unit Owners and the Association each hereby expressly acknowledge and consent to the lien rights of Lessor under Article 18 of the Ground Lease.

7. The following summary information pertaining to the Ground Lease is included herein, for reference purposes, pursuant to Section 4 of the Act; provided that the Ground Lease itself shall govern, in all respects, with respect to any inconsistencies with the terms hereof:

(a) The Ground Lease has been (or will be) recorded with the Recorder on or about the date of recording of this Declaration;

(b) The Ground Lease is scheduled to expire in 2099;

(c) The legal description of the property which is subject to the Ground Lease is set forth on **Exhibit "A"** hereto;

(d) The Association, as "Lessee" under the Ground Lease, has the right of first offer to purchase the fee interest in the property which is subject to the Ground Lease, as provided in Article 31 thereof;

(e) Neither the Association nor the Unit Owners have any right to redeem the reversion of the Ground Lease;

(f) Upon expiration of the term of the Ground Lease, title to any then existing buildings and other improvements at the Property shall automatically vest in Lessor; provided that any items of personality which are not affixed to such buildings or other improvements may be removed by the Association and/or the Unit Owners on or before such expiration date; Neither the Association nor the Unit Owners have any right to remove any then existing buildings or other improvements at the Property following the termination of the Ground Lease;

(g) Neither the Association nor the Unit Owners have the right to renew the Ground Lease; provided that Lessor has the right and obligation to either (i) renew the Ground Lease or (ii) purchase the improvements located at the Property, effective as of the initial stated expiration date of the term of said Ground Lease, all as more fully described in Article 25 of said Ground Lease; and

(h) Any sale of the Property as a whole pursuant to Article XIII hereof or Section 15 of the Act, or any removal of the Property from the provisions of the Act pursuant to Section 16 of the Act, must, in each instance, be approved by Lessor, notwithstanding anything contained herein to the contrary.

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IN WITNESS WHEREOF, the Board has duly executed pursuant to section 27(b)(1) of the *Illinois Condominium Property Act*, this AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS, AND COVENANTS AND FOR THE 270 EAST PEARSON GARAGE CONDOMINIUM ASSOCIATION on the day and year first written above.

BOARD OF MANAGERS OF THE 270 EAST PEARSON GARAGE CONDOMINIUM ASSOCIATION

Sharyl Mackey
SHARYL MACKEY, PRESIDENT

Alan Salpeter
ALAN SALPETER, SECRETARY

Kevin McCowan
KEVIN MCCOWAN, TREASURER

Mark Stainton
MARK STAINTON, DIRECTOR

Robert Altman
ROBERT ALTMAN, DIRECTOR

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Mark Littlefield, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Sharyl Mackey, Alan Salpeter, Kevin McCowan, Mark Stainton, Robert Altman

of the *Board of Directors* of 270 EAST PEARSON GARAGE CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledge that they signed and delivered this AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS, AND COVENANTS AND FOR THE 270 EAST PEARSON GARAGE CONDOMINIUM ASSOCIATION as their own free and voluntary act, and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of March, 2018.

Mark Littlefield
Notary Public



UNOFFICIAL COPY

EXHIBIT A

PARCEL 1: UNITS PU1-PU92 IN THE 270 EAST PEARSON CONDOMINIUMS (AS HEREINAFTER DESCRIBED) TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF:

- (A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: NORTHWESTERN UNIVERSITY, A CORPORATION OF ILLINOIS, AS LESSOR, AND 840 LAKE SHORE DRIVE, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED AS OF JUNE 31, 2000, WHICH LEASE WAS RECORDED AUGUST 2, 2000 AS DOCUMENT 000584667, AND RE-RECORDED AUGUST 11, 2000 AS DOCUMENT NUMBER 00614549, AND AS AMENDED BY AMENDMENT TO GROUND LEASE RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010169900 AND SECOND AMENDMENT TO GROUND LEASE RECORDED MAY 20, 2004 AS DOCUMENT NUMBER 0414131096, WHICH LEASE, AS AMENDED, DEMISES THE LAND (AS HEREINAFTER DESCRIBED) FOR A TERM OF 99 YEARS COMMENCING JULY 31, 2000 (EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LANE); AND
- (B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND: LOT 2 IN THE RESIDENCES ON LAKE SHORE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 91 TO 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0414131100 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE, ENJOYMENT AND SUPPORT AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 0414131098.

ADDRESS: 270 E. PEARSON, CHICAGO, ILLINOIS

PERCENTAGE OF COMMON ELEMENTS REMAINS THE SAME

UNITS PU1-PU92

PINS 17-03-228-035-4001 through 4092