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AMENDED AND RESTATED
DECLARATION OF
CONDOMINIUM OWNERSHIP
AND OF EASEMENTS,
RESTRICTIONS, AND
COVENANTS
FOR 1604-1610 W. Augusta Blvd.
Chicago, IL 60622



Doc# 1824913059 Fee \$134.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/06/2018 12:28 PM PG: 1 OF 4

THIS DECLARATION made and entered into by the undersigned OWNERS of the real property described herein;

WITNESSETH: THAT

WHEREAS, the OWNERS are the legal titleholders of the following described real estate commonly known as 1604-1610 W. Augusta Blvd., Chicago, Illinois 60622.

See Legal Description attached as Exhibit A.

and

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

WHEREAS, the OWNERS are further desirous of establishing for their own benefit and for the mutual benefit of all future owners or occupants of the property, or any part thereof, which shall be known as 1604-1610 W. Augusta Blvd., a condominium, certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the OWNERS desire and intend that the several owners, mortgagees, occupants, and other persons now having or hereafter acquiring any interest in said Property shall at all times enjoy the benefits of, and shall 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 such development and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

RECORDING FEE

DATE 9-6-18

OK BY

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B. Murray

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NOW, THEREFORE, OWNER, as the legal titleholder of the real estate hereinbefore described, and for the purposes above set forth DECLARES AS FOLLOWS:

ARTICLE I DEFINITIONS

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

Parcel: The entire tract of real estate above described.

Property: All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit, or enjoyment of the Unit owners.

Unit: A part of the property within the building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling or commercial unit and having lawful access to a public way, and more specifically described hereafter in Article II.

Common Elements: All portions of the property except the units.

Unit ownership: A part of the property consisting of one unit and the undivided interest in the Common Elements appurtenant thereto.

Parking Area: Area provided for parking automobiles as shown on Exhibit "C-3" attached hereto.

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

OWNER(S): The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit, for which a certificate of occupancy has been issued, or the holders of all such interests, as the context requires.

Occupant: Person or persons, other than OWNER, in possession.

ARTICLE II UNITS

1. **Description and Ownership.** All Units in the building located on the Parcel are delineated on the survey attached hereto as Exhibit "C" and made a part of this Declaration. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on said survey, and referenced to the parcel as described herein and to the document number of this Declaration. Commercial Units have the letter "C" in the designation.

It is understood that each Unit consists of the space enclosed or bounded by the vertical planes set forth in the delineation thereof in Exhibit "C". Every deed, lease, mortgage or other instrument may legally describe a Unit as above provided, and every such description shall be deemed good and sufficient for all purposes. Except as provided otherwise in the Condominium Property Act or upon the consent of a majority of Unit

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OWNERS, no Unit OWNER shall, by deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "C".

2. **Exceptions.** No OWNER shall own any pipes, wires, conduits, public utility lines or structural components running through his unit and serving more than his Unit except as a tenant in common with all other OWNERS.

ARTICLE III COMMON ELEMENTS

1. **Description.** Except as provided in paragraph 2 of Article II, the Common Elements shall consist of the Property, as defined herein, excepting therefrom the property and space designated as Units as set forth in Article II, paragraph 1 herein, as shown and delineated in Exhibit "A" attached hereto and shall include, but not by way of limitation, the land, storm water retention areas, all halls, lobbies, corridors, swimming pool, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets and such component parts of walls, floors and ceilings as are not located within the Units.

2. **Ownership of Common Elements.** Each OWNER shall own an undivided interest in the Common Elements as a tenant in common with all the other OWNERS of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant and may not be changed without unanimous approval of all OWNERS. The OWNER has so determined each Unit's corresponding ownership in the common elements as set forth in Exhibit "B" attached hereto.

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

ARTICLE IV PARTY WALLS

1. **General Rules.** Each common party wall which is built as part of the original construction of the Units on the Property and placed on the dividing line between Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls, and liability for property damage due to negligence or willful acts or omissions, and other applicable laws, shall apply thereto.

2. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared equally by the OWNERS of the Units that share the wall.

3. **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, act or omission, other than the negligence of either party owning a Unit which shares such wall, any affected party OWNER may restore it, and the other affected party OWNER shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such OWNER to be paid a larger contribution from the other such OWNER under any rule of law regarding liability for negligent or willful acts or omissions. If a Unit OWNER refuses to repair or replace said party wall, the Declarant or Association, as the case may be, has full power to repair or replace said party wall and charge said

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Unit OWNERS for the Unit OWNERS' share of the cost. Nonpayment shall give rise to a lien against the Unit in favor of the Declarant or the Association subject to enforcement as set forth herein.

4. **Weatherproofing**. Notwithstanding any other provision of this Article, an affected party wall OWNER who, by negligence or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary physical protection against such elements.

S. **Right to Contribution Runs With Real Property**. The right of any affected party wall OWNER to contribution from any other affected party wall OWNER under this Article shall be appurtenant to the real property and shall inure to the benefit of such OWNER'S successors in title; the obligation of such other OWNER to so contribute shall be binding upon such OWNER'S successors in title.

ARTICLE V GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

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

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

3. **Easements**

(a) In the event that, by reason of the construction, settlement or shifting of the building or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the OWNER of any Unit or in favor of the OWNERS of the Common Elements if such encroachment occurred due to the willful conduct of said OWNER(S).

(b) A valid exclusive easement is hereby declared and established for the benefit of each Unit and its OWNER, consisting of the right to use and occupy any deck, patio and driveway adjoining the Unit; provided, however, that no OWNER shall decorate, landscape, adorn or install full or partial enclosures on such deck, patio and driveway in any manner contrary to such rules and regulations as may be established by the Board of Managers or the Association, as hereinafter provided, unless he shall first obtain the written consent of said Board or Association so to do. All expenses of maintenance, repair and replacement for any deck, patio and driveway (including any maintenance, repair or replacement related to or caused by any alteration or addition to any deck, patio and driveway by a Unit OWNER) shall be the responsibility of the Unit and its OWNER served by said deck, patio and driveway.

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(c) Utility Easements. Commonwealth Edison Company and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, and wires, and other equipment, into and through the Common Elements for the purpose of providing the Property with utility services.

(d) A valid exclusive easement is hereby declared and established for parking spots as assigned to a specific noncommercial Unit as set forth on Exhibit B. The commercial Units shall not be allowed to use the parking area designated on Exhibit C. The commercial Units use of the parking area is limited to emergency ingress and egress.

(e) All easements and rights described herein are easements appurtenant, running with the real estate, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said real estate, or any part or portion thereof.

(f) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of the Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4. Architectural Control. No building, fence, wall or other structure or improvement, or any addition or change or alteration thereof shall be made until the plans and specifications thereof, showing the nature, kind, shape, height, materials and location, have been submitted to, found to be in harmony with external design and location of surrounding structures and topography, and approved by the Board or by the architectural control committee composed of three (3) or more representatives appointed by the Board, provided and on condition that no Unit shall be constructed except by that Unit's OWNER, otherwise consents. In addition to necessary approvals from the OWNER, Board and/or architectural control committee, any changes, additions, alterations or improvements shall be subject to the ordinances and regulations of the City of Chicago and issuance of any necessary permits thereof. No exterior painting, resurfacing or residing or re-roofing shall be done without the majority consent of the architectural control committee or the OWNER or Board as the case may be.

ARTICLE VI ADMINISTRATION

1. Administration of Property. The direction and administration of the property shall be vested in a Board of Managers, (herein referred to as the "Board") consisting of at least three persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit OWNERS, provided, however, that in the event a Unit OWNER is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

2. Voting Rights. There shall be one person with respect to each Unit ownership who shall be entitled to vote at a meeting of the Unit OWNER. Such person shall be known (and hereafter referred to) as "voting member". Such voting member may be the OWNER or the group composed of all the OWNERS of a Unit, or may be some person designated by such OWNER or OWNERS to act as proxy on his or their behalf and who need not be an OWNER. Such designation shall be made in writing to the Board and shall be revocable

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at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the OWNER or OWNERS so designating. Any or all of such OWNERS may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy.

A beneficiary of a land trust holding legal title to any Unit ownership shall be eligible to vote provided such beneficiary is certified by the Trustee as being the beneficiary of such trust.

Where there is more than one OWNER of a Unit, if only one of the multiple OWNERS is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple OWNERS are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple OWNERS. There is majority agreement when any one of the multiple OWNERS cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other OWNERS of the Unit.

If there are multiple OWNERS of a single Unit, only one of the multiple OWNERS shall be eligible to serve as a member of the Board at any one time.

The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit OWNER issuing a proxy or casting a ballot. Voting shall be on the basis of one vote per Unit, unless the Condominium Property Act requires voting to be on a percentage basis. If the Act requires voting on a percentage basis, the percentage vote to which each Unit is entitled is the percentage interest of the undivided ownership of the Common Elements appurtenant thereto.

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

3. Meetings

(a) The presence, in person or by proxy, of 50% of the Unit OWNERS at any meeting of the Association shall constitute a quorum unless the 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 voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) Annual Meetings. The members shall hold an annual meeting, one of the purposes of which shall be to elect members of the Board. Thereafter, there shall be an annual meeting of the voting members on the first Tuesday of October of each succeeding year thereafter, at 7:30 P.M. in the building, at such reasonable time and place (not more than thirty [30] days before or after such date as many be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting), or at such other time and/or place as the Board may reasonably determine.

(c) Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require approval of all or some of the voting members or for any other reasonable purpose. Special meetings of the members can be called by the

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President, Board, or by 20% of the Unit OWNERS. Said meetings shall be called by written notice which shall be mailed or delivered giving members no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting.

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

5. Board of Managers.

(a) At the initial meeting, the voting members shall elect a Board. At all times, one Board Member must be a commercial Unit OWNER and two must be residential Unit OWNERS. In all elections for members of the Board, each voting member shall be entitled to vote, but not on a cumulative basis, and the candidate receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A majority of the total number of members on the Board shall constitute a quorum. Upon the expiration of the terms of office of the Board members so elected at the annual meeting and thereafter, successors shall be elected for a term of two (2) years each. No member of the Board or officer shall be elected for a term of more than two years, but officers and Board members may succeed themselves. The voting members having at least three-fourths (3/4) of the total votes may from time to time increase or decrease such number of persons on the Board at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) 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 present at the next annual meeting or at a special meeting of the voting members called for such purpose. The remaining members of the Board may fill a vacancy by a two-thirds (2/3) vote until the next annual meeting of Unit OWNERS or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit OWNERS holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit OWNERS to fill the vacancy for the balance of the term. If such a petition is filed, then a meeting of the Unit OWNERS shall be called for the purpose of filling the vacancy on the Board no later than thirty (30) days following the filing of the petition. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a president who shall preside over both its meetings and those of the voting members, a secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general perform all duties incident to the office of secretary including being a qualified, designated officer to mail and receive all notices and execute amendments to condominium instruments, and a treasurer to keep the financial records and books of account. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board of Managers.

(c) Any Board member may be removed from office by a vote of the voting members having at least three-fourths (3/4) of the total votes at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed shall be accomplished by the method

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of filling vacancies of Board members herein. The remaining members of the Board may fill a vacancy among the officers for the unexpired term of office.

(d) Meetings of the Board shall be open to any Unit OWNER except for the portion of any meeting held (I) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment, or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit OWNER'S unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit OWNER. Any Unit owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recording. Notice of such meetings shall be mailed or delivered to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, copies of notice of meetings of the Board shall be posted in entranceways, or other conspicuous places in the development at least forty-eight (48) hours prior to the meeting of the Board except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. Special meetings of the Board can be called by the President or twenty-five percent (25%) of the members of the Board.

(e) The Board shall meet at least four times annually.

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

(g) In the event of resale of a Unit, the purchaser of a Unit from a seller other than the OWNER pursuant to an installment contract to purchase, shall, during such times as he or she resides in the Unit, be counted towards a quorum for purposes of election of members of the Board at any meeting of the Unit OWNER called for purpose of electing members of the Board, shall have the right to vote for the election of the members of the Board, and to be elected to and serve on the Board unless the seller expressly retains in writing any or all such rights. In no event may seller and purchaser both be counted towards a quorum, be permitted to vote for a particular office and/or be elected to and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this subparagraph "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act relating to Installment Contracts to Dwelling Structures", approved August 11, 1967, as amended.

(h) A Unit OWNER may vote by proxy executed in writing by the Unit OWNER or by his duly authorized attorney in fact. The proxy shall be invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution. Any proxy distributed for Board elections by the Board of Managers must give Unit OWNERS the opportunity to designate any person as the proxy holder and give the Unit OWNER the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

(I) The Board of Managers may disseminate to the Unit OWNERS biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate.

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

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(a) Storm water retention areas, water, waste removal, electricity and telephone and other necessary utility service for the common elements and (if not separately metered or charged) for the Units.

(b) Any policy or policies of fire insurance with extended coverage, of vandalism and malicious mischief endorsements, for the full insurable replacement cost of the Common Elements and the Units; or such fire and casualty insurance as the Board shall determine gives substantially equal or greater protection written in the name of, and the proceeds thereof shall be payable to, the members of the Board, as trustees for each of the Unit OWNERS in the percentages established in Exhibit B.

(c) A policy or policies insuring the members of the Board, their agents and employees and the OWNER'S against any liability to the public or to the OWNERS (of the Units and of the Common Elements, and their invitees, or tenants), incident to the ownership and/or use of the Common Elements and Units, the liability under which insurance shall be not less than Two Hundred Fifty Thousand Dollars (\$250,000) for any one person injured, Five Hundred Thousand Dollars (\$500,000) for any one accident, and Fifty Thousand Dollars (\$50,000) for property damage (such limits to be reviewed at least annually by the Board and increased in its discretion).

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(e) The services of any person or firm employed by the Board

(f) Landscaping, (except limited Common Elements) gardening, snow removal, painting, cleaning, tuck-pointing, roof maintenance/repairs, maintenance, decorating, repair and replacement of the Common Elements and limited Common Elements, (but not including the exterior surfaces of the units, and of the doors and windows appurtenant thereto, which the OWNER shall paint, clean, decorate, maintain and repair) and such furnishings and equipment, including but not limited to fire suppression areas and equipment, for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

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

(h) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular OWNERS. Where one or more OWNERS are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs (including but not limited to attorney's fees) incurred by the Board by reason of said lien or liens shall be specially assessed to said OWNERS, which assessment shall become a lien and be enforceable in the same manner as provided in Paragraph (g) of Article VI.

(i) Maintenance and repair of 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 OWNER or OWNERS of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice delivered by the Board to said OWNER or OWNERS, provided that the Board shall levy a special assessment against such Unit OWNER for the cost (including but not limited to attorney's fees) of said maintenance or repair, (which shall include any action to obtain access to said Unit for such purposes), which assessment shall become a lien and be enforceable in the same manner as provided in Paragraph (g) of Article

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VI.

(j) The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible including fire suppression equipment. Such entry shall be made with as little inconvenience to the OWNERS as practicable and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(k) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital addition or capital improvement (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of Ten Thousand Dollars (\$10,000), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of Ten Thousand Dollars (\$10,000), without in each case the prior approval of the voting members holding two-thirds (2/3) of the total votes. Such limits on expenditures for the Common Elements shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair," "replacement" or "restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit OWNERS with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action to approve the date of delivery of the petition to consider such expenditure; unless a majority of the total votes of the Unit OWNERS are cast at the meeting to reject the expenditures, it is ratified.

(l) All vouchers for payment of expenditures by the Board 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 vouchers shall be signed by the Treasurer and counter signed by the President of the Board.

(m) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property, at the meeting of Unit OWNERS called for the specific purpose of discussing the proposed rules and regulations, notice of which contains a full text of the proposed rules and regulations and which conforms to the requirements of section 18(b) of the Illinois Condominium Property Act, provided however no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 Article I of the Illinois Constitution and unless the Declaration, bylaws or other condominium instrument provides to the contrary, no quorum is required at such meeting of the Unit OWNERS.

(n) The Board may enter into agreements for an agent to manage the property, scavenger and other service agencies required for the normal operation of the building and/or the Property to the extent deemed advisable by the Board for periods not to exceed three (3) years. If the agreements are to be for a period in excess of three years prior approval of the voting members having two-thirds of the total vote is necessary.

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

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

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- (q) Levying and expending of assessments.
- (r) Collections of assessments from Unit OWNERS.
- (s) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements, including attorneys, accountants and other professionals.
- (t) Obtaining adequate and appropriate kinds of insurance.
- (u) Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it.
- (v) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (w) Have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement for any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units.
- (x) Pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the property of the condominium.
- (y) Impose charges for late payment of a Unit OWNER'S share of the common expenses, or any other expense lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, by-laws and rules and regulations of the Association.
- (z) Unless the condominium instruments expressly provide to the contrary, assign its right to future income, including the right to receive common expenses.
- (aa) Record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit OWNERS under the provision of section 14.2 of the Illinois Condominium Property Act, as amended.
- (bb) Record the granting of an easement for the laying of cable television cable where authorized by the Unit OWNERS under the provisions of section 14.3 of the Illinois Condominium Property Act, as amended.
- (cc) Seek relief on behalf of all Unit OWNERS when authorized pursuant to subsection c of Section 10 of the Illinois Condominium Property Act (as amended) from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body.
- (dd) To reasonably accommodate the needs of a handicapped Unit OWNER as required by the Human Rights Act or any other applicable law and the exercise of its powers with respect to the use or Common Elements or approval of modifications in an individual Unit.
- (ce) The Board/Association shall have no authority to forebear the payment of assessments by any Unit OWNER.

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(ff) The Board of Managers shall require:

(1) that all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association shall furnish a fiduciary insurance coverage which covers the maximum amount of funds that will be in the custody of the Association plus the association reserve fund, the premium cost of which shall be paid by the Association; and

(2) that all management companies who either handle or are responsible for funds held or administered by the Association shall furnish a fidelity bond to the Association which covers the maximum amount of Association funds and Association reserves that will be in the custody of the management company, the premium cost of which shall be paid by the Association, and shall at all times maintain a separate account for each reserve fund, for the total operating funds of the associations managed by the management company, and for all other moneys of the management company. The management company may hold all operating funds of associations which it manages in a single operating account but shall at all times maintain records identifying all moneys of each association in such operating account.

(gg) In the performance of their duties, the officers and members of the Board are required to exercise, whether appointed by the owner or elected by the Unit OWNERS, the care required of a fiduciary of the Unit OWNERS.

(hh) 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 percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit OWNERS within twenty (20) days after a decision is made to enter into the contract and the Unit OWNERS are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit OWNERS, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent and children.

(ii) The Board may establish and maintain a system of master metering of public utility services and collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act or any other applicable law.

(jj) Matters subject to the affirmative vote of not less than two-third of the votes of Unit OWNERS at a meeting duly called for that purpose shall include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (3) the purchase or sale of land or of Units on behalf of all Unit owners.

7. Liability of the Board of Managers. No member of the Board nor any officer thereof or of the Association shall be able to the OWNERS for any mistake of judgment, or any acts or omissions made in good faith in his capacity as such a member or officer. The OWNERS shall indemnify and hold harmless each such member or officer against any and all liability, judgments, claims, demands, settlement payments, costs and expenses (including counsel fees) reasonably incurred by or imposed upon him in connection with or resulting from any claim, demand, action, suit or proceeding to which he may be made a party by reason of his being or having been a member of the Board or officer thereof (whether or not he continues to be such a member or officer at the time when such liability, judgment, cost or expense is incurred or imposed), except in relation to matters as to which a recovery shall be had against him by reason of his having been finally adjudged by any such action, suit or proceeding to have been derelict in the performance of his duties as such member or officer, or to have deliberately taken action in violation of the provisions of this Declaration. The

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aforesaid indemnity shall extend to any and all matters or controversies arising out of action by such member or officer on behalf of the owners of the Association. The foregoing indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any other documents, agreement, vote of OWNERS, or otherwise. The liability of any OWNER arising out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the total number of Units. Each agreement made by such members or officers or by the managing agent on behalf of the owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agent for the OWNERS or for the Association.

ARTICLE VII
ASSESSMENTS
MAINTENANCE FUND

The Assessments and Maintenance Fund shall be managed as follows:

A. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each OWNER in writing as to the amount of such estimate with reasonable itemization thereof. Said "estimated cash requirement shall be assessed to the OWNERS equally. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each OWNER shall be obligated to pay to the Board or as it may direct, 1/12 of the assessment made pursuant to this paragraph. Any monthly payment which is more than 10 days past due, shall accrue interest at the rate of prime plus 3% per annum from the due date. On or before April 1st of each calendar year, the Board shall supply to all OWNERS an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to each OWNER equally to the next monthly installment due from OWNERS under the current year's estimate, until exhausted, and any net shortage shall be added equally to each OWNER to the installments due in the succeeding six months after rendering of the accounting.

The accountant shall provide and pay for scavenger service for the non-commercial Units only. Commercial units shall decide by majority vote on a single scavenger and pay for that scavenger separately.

1. Each Unit OWNER shall receive notice, in the same manner as is provided for in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment.

2.

(i) Except as provided in subsection (iii) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit OWNERS with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit OWNERS within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit OWNERS are cast at the meeting to reject the budget or separate assessment, it is ratified.

(ii) Any Common Expense not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed equally against all Unit OWNERS.

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

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

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

3. The Board shall annually supply to all Unit OWNERS an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with an indication of which portions were for capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

B. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the OWNERS equally. The Board shall serve notice of such further assessment on all OWNERS by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All OWNERS shall be obligated to pay the adjusted monthly amount.

C. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period equally.

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

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

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assessments or other charges due and owing from such owner.

1. The Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit OWNER or their mortgagees or their duly authorized agents or attorneys:

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

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

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

(d) Ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the Unit owners shall be maintained for a period of not less than one (1) year; provided that if the Association adopts the secret ballot election process provided under Article V, Section 2 of the Declaration, unless directed by court order, only the voting ballot excluding a Unit number shall be subject to inspection and copying.

(e) Such other records of the Association as are available for inspection by members of a corporation organized under the Illinois Not-For-Profit Corporation Act shall be maintained, provided however, that the Association is not required to organize as a not-for-profit corporation.

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

2. In the event of any resale of a condominium Unit by a Unit OWNER, such Unit owner may obtain from the Board for purposes of making available for inspection to prospective purchasers, upon demand, any disclosure required by Illinois law and the following:

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

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

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

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

(e) A copy of the statement of financial condition of the Association for the last

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fiscal year for which such statement is available.

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

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

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

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

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

F. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied against less than all the Unit OWNERS, and for such adjustments as may be required to reflect delinquent or unpaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit OWNERS equally.

G. If an OWNER is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all OWNERS, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest at the rate of prime plus 3% per annum and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit ownership of the OWNER involved when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Condominium Property Act; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrance of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or has a receiver appointed in a suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by his encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

H. Amendments to this Article VI shall only be effective upon unanimous written consent of the OWNERS, and their mortgagees. No OWNER may waive or otherwise escape liability for the assessments provided for herein by nonuser of the Common Elements or abandonment of his or her Unit.

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ARTICLE VIII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

(a) No part of the Property shall be used for other than commercial uses and/or housing and the related common purposes for which the Property was designed. Each residential Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to combine Units or to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each OWNER shall be obligated to maintain and keep in good order and repair his own Unit, including but not limited to exterior painting of a Unit's deck and/or patio, even if constructed on the limited Common Element.

(c) Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance of the property, the building or the contents thereof, applicable for residential use, without the prior written consent of the Board. No OWNER shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building or the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) OWNERS shall not cause or permit any fences (except side of rear yard) or anything to be hung or displayed on the outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Board.

(e) No animals, of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other animals determined by the Board to be household pets may be kept in Units, subject to rules and regulations adopted by the Board, (which rules and regulations may include limitations on the type, number, size and weight of pets), provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance (as determined by the Board) shall be permanently removed from the Property subject to these restrictions upon three (3) days' written notice from the Board.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to the other owners or occupants.

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

(h) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out

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or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) Commercial Unit Garbage removal/scavenger service is the Board's responsibility, provided that the expense thereof shall be chargeable equally to all residential Unit OWNERS and that all commercial Units shall use a single scavenger.

(j) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any residential Unit, nor shall any "For Sale" or "For Rent" signs (or other) advertising or similar displays be maintained or permitted on any part of the Common Elements or in any Unit so as to be visible to any other portion of the Property, except at such location and in such form as shall be determined by the Board.

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

(l) Snow removal for owners' decks and pavements in limited Common Elements is the OWNERS' responsibility.

(m) An OWNER may install laundry equipment (washer and/or dryer) within a Unit. However, any installation of such equipment shall comply strictly with the specifications for installations as promulgated by Municipal Codes and no installation shall be made unless there has been strict compliance with such specifications.

(n) The Unit restrictions in paragraphs (a) and (j) of this Article VIII shall not, however, be construed in such a manner as to prohibit an owner from: (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraphs (a) or (j) of this Article VIII.

ARTICLE IX SALE, LEASING OR OTHER ALIENATION

1. **Sale or Lease.** The Association has no option or right of first refusal with regard to any sale or lease of a unit.
2. **Gift.** The Association has no option or right of first refusal with regard to any gift of Unit ownership.
3. **Devise.** The Association has no option or right of first refusal with regard to any revision of a Unit.
4. **Involuntary Sale**

(a) In the event any Unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give seven (7) days' written notice to the Board of his intention so to do, whereupon members of the Board and their successors in office, acting on behalf of the other Unit OWNERS, shall have an irrevocable option to purchase such Unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said 14 days after

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receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said 14 day period.

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

5. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any Unit ownership or interest therein without the prior written consent of 90% of all of the voting members except the members whose Unit or Units are the subject of the option. The members of the Board or their duly authorized representatives, acting on behalf of the other Unit OWNERS, may bid to purchase at any sale of a Unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court upon the prior written consent of 90% of the voting members whose Units are not subject to the sale, which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said unit or interest therein.

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

7. Proof of Termination of Option. A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article IX as hereinabove set forth have been met by an OWNER, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the OWNERS in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any OWNER who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

8. Financing of Purchase Under Option

(a) Acquisition of Unit ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each OWNER in the ratio that his percentage of ownership in the Common Elements as set forth in "Exhibit B" bears to the total of all such percentages applicable to the Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (G) of Article VII.

(b) The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit ownership or interest therein to be acquired.

9. Title to Acquired Interests. Unit ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the OWNERS. Said Unit ownerships or interests therein shall be sold or leased by the members of the Board for the benefit of the OWNERS. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited

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to each OWNER in the same proportion in which the Board could levy a special assessment under terms of Par. 8a.

10. Definition of "owner". The term "owner", when used in Paragraphs 1, 2, and 3 of this Article IX with respect to a sale, lease, gift or devise of a Unit ownership or interest therein by such "owner" shall include the beneficiary or beneficiaries of any trust, partner of any partnership or shareholder of any corporation holding title to such Unit ownership or interest therein, nor shall the provisions of said Paragraphs 1, 2, and 3 apply to any transfer as between co-owners of any Unit ownership.

11. Each Unit owner shall occupy and use such residential Unit as a private dwelling for himself and his immediate family, defined as grandparents, parents, siblings, children, grandchildren, spouse, or not more than (1) domestic partner in lieu of a spouse. Guests who are not immediate family members may not stay overnight for more than six (6) consecutive nights, and not more than twenty-four (24) nights in any calendar year. The total number of occupants may not exceed two (2) persons per bedroom contained in any Unit.

12. Noncompliance. Any transaction which is subject to the provisions of this Article IX and which is not consummated in full compliance with said Article, shall be null and void and of no legal effect. The Unit OWNERS hereby irrevocably appoint the then acting Board President their agent for the purpose of enforcing this Article with full authority to have any persons occupying any Unit in violation of this article arrested as trespassers, evicted as tenants or take such other action as the Board deems appropriate. Any and all costs and expenses incurred for such action shall be levied as an assessment against the offending Unit.

ARTICLE X DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

1. Sufficient Insurance. Each Unit OWNER shall maintain sufficient insurance to cover the replacement cost of their Unit and any party wall. In the event the improvements forming a part of the Property, or any portion thereof, including any unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within thirty (30) days after said damage or destruction, the Unit OWNERS elect either to sell the property as hereinafter provided in Article XI or to withdraw the property from the provisions of this Declaration, and from the provisions of the "Condominium Property Act" as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

2. Insufficient Insurance. In the event the property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, 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 after said damage or destruction, then the provisions of the Condominium Property Act in such event shall apply.

3. Extent of Repairs. Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each unit and the Common Elements having the same vertical and horizontal boundaries as before.

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ARTICLE XI SALE OF THE PROPERTY AS A WHOLE

The owners by affirmative vote of at least 75% of the total vote, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Such action shall be binding upon all Unit OWNERS, and it shall thereupon become the duty of every Unit OWNER to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, 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 20 days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit OWNER. In the absence of agreement on an appraiser, such Unit OWNER and the Board may each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XII REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoyment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting OWNER, any person, structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the owner, 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 proceedings, either at law or in equity, the continuance of any breach

2. Involuntary Sale. If any OWNER (either by his own conduct or by the conduct of any other occupant of or visitor to his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for ten (10) days after notice in writing from the Board, or shall occur repeatedly during any 30-day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting OWNER to continue as an OWNER and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting OWNER for (a) a decree of mandatory injunction against the OWNER or Occupant or, (b) subject to the right of the Unit OWNERS having two-thirds of the total vote to rescind such action at a meeting duly called for that purpose, a decree declaring the termination of the defaulting OWNER'S right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the OWNER in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting OWNER from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting OWNER in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the OWNER. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and, subject to the Board's rights as provided in paragraph 4(a) of Article VII hereof, to immediate possession of the unit sold and

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may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

3. Expenses. Any and all expenses incurred by the Board or the Association, including, but not limited to, attorney's fees, incurred in the enforcement of the Declaration, by-laws or rules and regulations of the Association pursuant to either this Article or any other provision statute or principle of law or equity, shall be chargeable to the party in default. A Unit OWNER shall be liable for any such expenses attributable to a default committed by such Unit owner's tenant, guest, invitee, licensee or permitted occupant or the pet of any of them, and such expenses shall be deemed a charge against that Unit owner personally as well as a lien against the Unit until fully satisfied.

ARTICLE XIII ASSOCIATION

The Board of Managers at any time may cause to be incorporated a non-profit corporation, under the laws of the State of Illinois to be called "1604-10 W. Augusta Blvd. Condominium Association" or a name similar thereto, to facilitate administration and operation of the Property. Upon the formation of such Association, every OWNER shall become a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new OWNER shall automatically become a member therein.

ARTICLE XIV GENERAL PROVISIONS

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

2. Notices required to be given to said Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail addressed to such member or officer at his Unit.

3. Notices required to be given any devisee or personal representative of a deceased 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 OWNER is being administered, or in the absence of any such address or court records, at the address of the Unit.

4. Each Grantee of the owner by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such 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. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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6. The provisions of Article III, Article VI, Sections 1, 2, 3, 4, and 5 of Article IX, and this paragraph 6 of Article XIV of this Declaration, may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the OWNERS and all mortgagees having bona fide liens of record against any Unit ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the members of the Board of Managers, the OWNERS having at least three-fourths (3/4) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act".

7. 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 rest of this Declaration.

8. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue ninety-nine (99) years after the date hereof.

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

10. In the event title to any residential unit should be conveyed to a Trust holding title, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such residential unit. No claim shall be made against any such title holding owner personally for payment of any claim, lien, or obligation hereby created, and the owner shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest or in the title to such real estate.

11. This Declaration is executed by the OWNERS named on the signature pages hereto

12. The Association shall have one class of membership.

13. In the event of a conflict between any provision of this Declaration and the by-laws and any provision of the Condominium Property Act, as amended, the provisions of the Condominium Property Act shall prevail.

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

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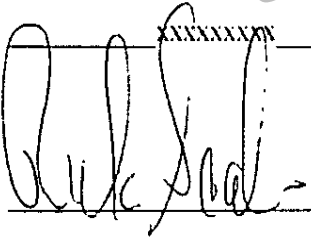
15. The provisions of the Condominium Property Act, the Declaration, by-laws, other condominium instruments and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. In addition to any other remedies, by filing an action jointly against the tenant and the Unit owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirement prescribed by the Act or by the Declaration, by-laws, and rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or by-laws.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this ____ day of _____, 201_.

Property of Cook County Clerk's Office

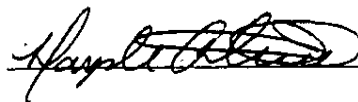
UNOFFICIAL COPY

We, the undersigned, by affixing our names to this instrument, do hereby certify that we are voting members of 1604-1610 W. Augusta Condominium Association and that pursuant to Article XIV, Section 6 of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants recorded in the Recorder of Deeds of Cook, County, Illinois on November 8, 2005, as document No. 0531818022 hereby consent to and accept the foregoing Amended and Restated Declaration of Condominium Ownership, Easements, Restrictions and Covenants.

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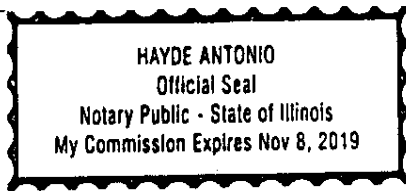
STATE OF ILLINOIS)
)
) SS
COUNTY OF ~~COOK~~ ^{DA} Dupage)

Hayde Antonio, being first duly sworn on oath depose and state that the Owners whose names are subscribed to the foregoing Petition are true and correct Owners at 1604-1610 W. Augusta Blvd. Condominium Association and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.



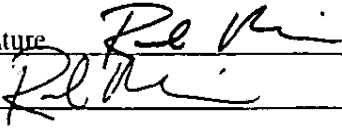
SUBSCRIBED and SWORN to before me this 30 day of May, 2018


Notary Public



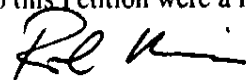
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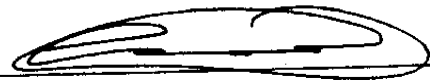
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STATE OF ILLINOIS)
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COUNTY OF COOK)

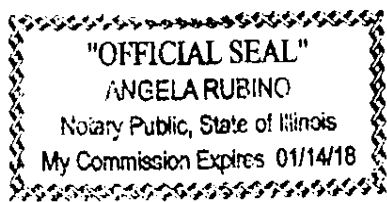
_____, being first duly sworn on oath depose and state that the Owners whose names are subscribed to the foregoing Petition are true and correct Owners at 1604-1610 W. Augusta Blvd. Condominium Association and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.



SUBSCRIBED and SWORN to before me this 4th day of May, 2017



Notary Public



UNOFFICIAL COPY

We, the undersigned, by affixing our names to this instrument, do hereby certify that we are voting members of 1604-1610 W. Augusta Condominium Association and that pursuant to Article XIV, Section 6 of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants recorded in the Recorder of Deeds of Cook, County, Illinois on November 8, 2005, as document No. 0531818022 hereby consent to and accept the foregoing Amended and Restated Declaration of Condominium Ownership, Easements, Restrictions and Covenants.

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_____	Tom McCay	1610 W. Augusta	4W

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

Daniel Cisneros, being first duly sworn on oath depose and state that the Owners whose names are subscribed to the foregoing Petition are true and correct Owners at 1604-1610 W. Augusta Blvd. Condominium Association and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.

SUBSCRIBED and SWORN to before me this 12 day of March, 2017

[Signature]
Notary Public



UNOFFICIAL COPY

We, the undersigned, by affixing our names to this instrument, do hereby certify that we are voting members of 1604-1610 W. Augusta Condominium Association and that pursuant to Article XIV, Section 6 of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants recorded in the Recorder of Deeds of Cook, County, Illinois on November 8, 2005, as document No. 0531818022 hereby consent to and accept the foregoing Amended and Restated Declaration of Condominium Ownership, Easements, Restrictions and Covenants.

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STATE OF ILLINOIS)
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) SS
COUNTY OF COOK)

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STATE OF ILLINOIS)
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) SS
COUNTY OF COOK)

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SUBSCRIBED and SWORN to before me this 12 day of March, 2017

[Signature]
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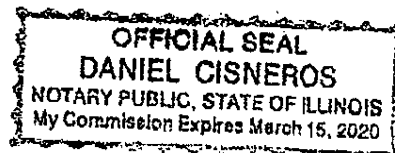
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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SUBSCRIBED and SWORN to before me this 12 day of March 2017

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STATE OF ILLINOIS)
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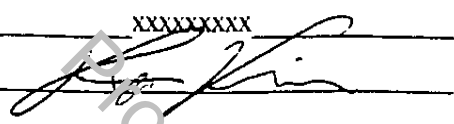
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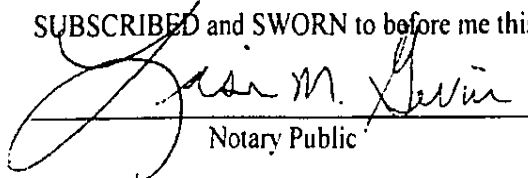
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XXXXXXXXXX	Rick Scali	1604 W. Augusta	C1
XXXXXXXXXX	Rick Scali	1604 W. Augusta	C2
XXXXXXXXXX	Rick Scali	1610 W. Augusta	C3
XXXXXXXXXX	Rick Scali	1610 W. Augusta	C4
XXXXXXXXXX	Tung Tran	1610 W. Augusta	2E
XXXXXXXXXX	Kristen Fleming	1610 W. Augusta	2W
XXXXXXXXXX	Michael Milstein	1610 W. Augusta	3E
XXXXXXXXXX	Carli Milstein	1610 W. Augusta	3E
XXXXXXXXXX	Jason Kim	1610 W. Augusta	3W
XXXXXXXXXX	Ross Magnuson	1610 W. Augusta	4E
XXXXXXXXXX	Erin Magnuson	1610 W. Augusta	4E
XXXXXXXXXX	Tom McCay	1610 W. Augusta	4W

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

Ryan Finke, being first duly sworn on oath depose and state that the Owners whose names are subscribed to the foregoing Petition are true and correct Owners at 1604-1610 W. Augusta Blvd. Condominium Association and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.


SUBSCRIBED and SWORN to before me this 29th day of June, 2017


Notary Public



UNOFFICIAL COPY

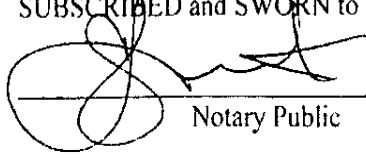
We, the undersigned, by affixing our names to this instrument, do hereby certify that we are voting members of 1604-1610 W. Augusta Condominium Association and that pursuant to Article XIV, Section 6 of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants recorded in the Recorder of Deeds of Cook, County, Illinois on November 8, 2005, as document No. 0531818022 hereby consent to and accept the foregoing Amended and Restated Declaration of Condominium Ownership, Easements, Restrictions and Covenants.

Signature	Name	Address	Unit
_____XXXXXXXX	Rob Kaskovich	1604 W. Augusta	2E
_____XXXXXXXX	Chelsea Kaskovich	1604 W. Augusta	2E
_____XXXXXXXX	Ryan Finke	1604 W. Augusta	2W
_____XXXXXXXX	Jake Kalnitz	1604 W. Augusta	3W
	Kaitlin Kienzle	1604 W. Augusta	3W
_____XXXXXXXX	Laura Kunard	1604 W. Augusta	3E
_____XXXXXXXX	Jim McIntyre	1604 W. Augusta	4W
_____XXXXXXXX	Rick Scali	1604 W. Augusta	C1
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_____XXXXXXXX	Jason Kim	1610 W. Augusta	3W
_____XXXXXXXX	Ross Magnuson	1610 W. Augusta	4E
_____XXXXXXXX	Erin Magnuson	1610 W. Augusta	4E
_____XXXXXXXX	Tom McCay	1610 W. Augusta	4W

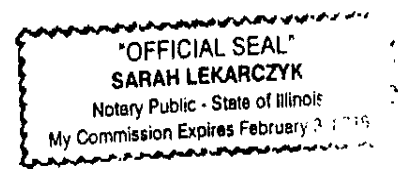
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

Kaitlin Kienzle, being first duly sworn on oath depose and state that the Owners whose names are subscribed to the foregoing Petition are true and correct Owners at 1604-1610 W. Augusta Blvd. Condominium Association and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.

SUBSCRIBED and SWORN to before me this 8th day of MAY, 2017



 Notary Public



UNOFFICIAL COPY

We, the undersigned, by affixing our names to this instrument, do hereby certify that we are voting members of 1604-1610 W. Augusta Condominium Association and that pursuant to Article XIV, Section 6 of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants recorded in the Recorder of Deeds of Cook, County, Illinois on November 8, 2005, as document No. 0531818022 hereby consent to and accept the foregoing Amended and Restated Declaration of Condominium Ownership, Easements, Restrictions and Covenants.

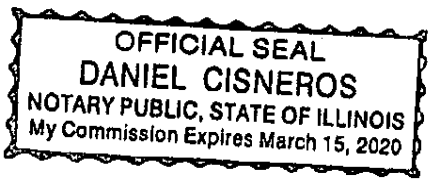
Signature	Name	Address	Unit
_____	Rob Kaskovich	1604 W. Augusta	2E
_____	Chelsea Kaskovich	1604 W. Augusta	2E
_____	Ryan Finke	1604 W. Augusta	2W
_____	Jake Kalnitz	1604 W. Augusta	3W
_____	Kaitlin Kienzle	1604 W. Augusta	3W
_____	Laura Kunard	1604 W. Augusta	3E
_____	Jim McIntyre	1604 W. Augusta	4W
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_____	Jason Kim	1610 W. Augusta	3W
_____	Melissa Dugan-Kim	1610 W. Augusta	3W
_____	Ross Magnuson	1610 W. Augusta	4E
_____	Erin McFarland ^{PL}	1610 W. Augusta	4E
_____	Erin McFarland Magnuson	1610 W. Augusta	4W
_____	Tom McCay	1610 W. Augusta	4W

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

Daniel Cisneros, being first duly sworn on oath depose and state that the Owners whose names are subscribed to the foregoing Petition are true and correct Owners at 1604-1610 W. Augusta Blvd. Condominium Association and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.

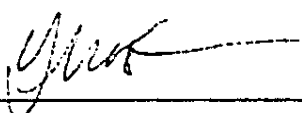
SUBSCRIBED and SWORN to before me this 12 day of March, 2017

[Signature]
Notary Public



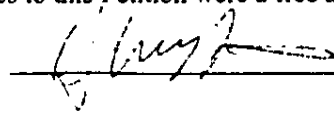
UNOFFICIAL COPY

We, the undersigned, by affixing our names to this instrument, do hereby certify that we are voting members of 1604-1610 W. Augusta Condominium Association and that pursuant to Article XIV, Section 6 of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants recorded in the Recorder of Deeds of Cook, County, Illinois on November 8, 2005, as document No. 0531818022 hereby consent to and accept the foregoing Amended and Restated Declaration of Condominium Ownership, Easements, Restrictions and Covenants.

Signature	Name	Address	Unit
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XOXXXXXXXX	Ryan Finke	1604 W. Augusta	2W
XXXXXXXXXX	Jake Kalnitz	1604 W. Augusta	3W
XXXXXXXXXX	Kaitlin Kienzle	1604 W. Augusta	3W
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XXXXXXXXXX	Ross Magnuson	1610 W. Augusta	4E
XXXXXXXXXX	Erin Magnuson	1610 W. Augusta	4E
XXXXXXXXXX	Tom McCay	1610 W. Augusta	4W

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

Yung Tran, being first duly sworn on oath depose and state that the Owners whose names are subscribed to the foregoing Petition are true and correct Owners at 1604-1610 W. Augusta Blvd. Condominium Association and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.



SUBSCRIBED and SWORN to before me this 05 day of May, 2017


Notary Public



This is an original document

State of Illinois - County of Cook
Signed and Sworn for affirmed to before me on 5/5/17 (Date) by

Yung Tran

UNOFFICIAL COPY

EXHIBIT "A" Legal Description

PARCEL 1:

LOT 2 (EXCEPT THE WEST 25.57 FEET THEREOF) IN LIEBBRMAH'S SUBDIVISION THE NORTH 14.34 FEET OF LOT 4 AND ALL OF LOTS 5, 6 AND 35 IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 1, 2 AND 4 (EXCEPT THE NORTH 14.34 FEET OF SAID LOT 4 AND EXCEPT THE WEST 25.57 FEET OF SAID LOTS 1, 2, AND 4) IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART LYING EAST OF A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 6), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 25.57 FEET OF LOT 2 AND ALL OF LOT 3 IN LIEBERMAN'S SUBDIVISION OF THE NORTH 14.34 FEET OF LOT 4 AND ALL OF LOTS 5, 6 AND 35 IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE WEST 25.57 FEET OF LOTS 1, 2, AND 4 (EXCEPT THE NORTH 14.34 FEET OF SAID LOT 4) IN THE SUBDIVISION OF BLOCK 9 IN JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. Nos. 17-06-420-030-0000
 17-06-420-031-0000
 17-06-420-032-0000

Commonly Known as: 1604-1610 W. Augusta Blvd., Chicago, Illinois 60622

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**Exhibit B
1604-1610 W. AUGUSTA BLVD. CONDOMINIUMS**

**SQUARE FOOTAGES & PERCENTAGE
OF ASSESSMENTS**

UNIT	SQUARE FOOTAGE	PERCENTAGE OF ASSESSMENT	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS	PARKING SPACE
1610-C1	850	2.25%	4.71%	n/a
1610-C2	780	2.25%	4.32%	n/a
1604-C1	850	2.25%	4.71%	n/a
1604-C2	770	2.25%	4.26%	n/a
1610-2W	1236	8.27%	6.85%	1
1610-2E	1230	8.27%	6.81%	2
1604-2W	1224	8.27%	6.78%	7
1604-2E	1230	8.27%	6.81%	8
1610-3W	1236	8.27%	6.85%	3
1610-3E	1230	8.27%	6.81%	4
1604-3W	1224	8.27%	6.78%	9
1604-3E	1230	8.27%	6.81%	n/a
1610-4W	1236	8.27%	6.85%	5
1610-4E	1230	8.27%	6.81%	6
1604-4	2500	8.27%	13.85%	10 & 11

UNOFFICIAL COPY

Jens K. Doe
Professional Land Surveyors, P.C.
PLAT OF SURVEY

ORDER NO.
16-0372

LINES 1 AND 10 IN LINDHART'S SUBDIVISION OF THE SOUTH 1/4 1/4 FEET OF LOT 4 AND ALL OF LOTS 3, 6 AND 10 IN THE SUBDIVISION OF BLOCK 9 IN JOHNSON'S SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LINES 2 AND 4 IN THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM THIS AMOUNT THE SHEDS AND PARTS OF THE FOUNDATIONAL FOUNDATION OF A LARGE SUBFEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 6, IN THIS COUNTY, ILLINOIS.

(CORRECTIONS KNOWN AS: 3494 - 1610 W. AUGUSTA BLVD., CHICAGO, ILLINOIS)

W. AUGUSTA BLVD.

ASHLAND AVE.

CHICAGO, ILLINOIS, DATED THIS 11th Day of July

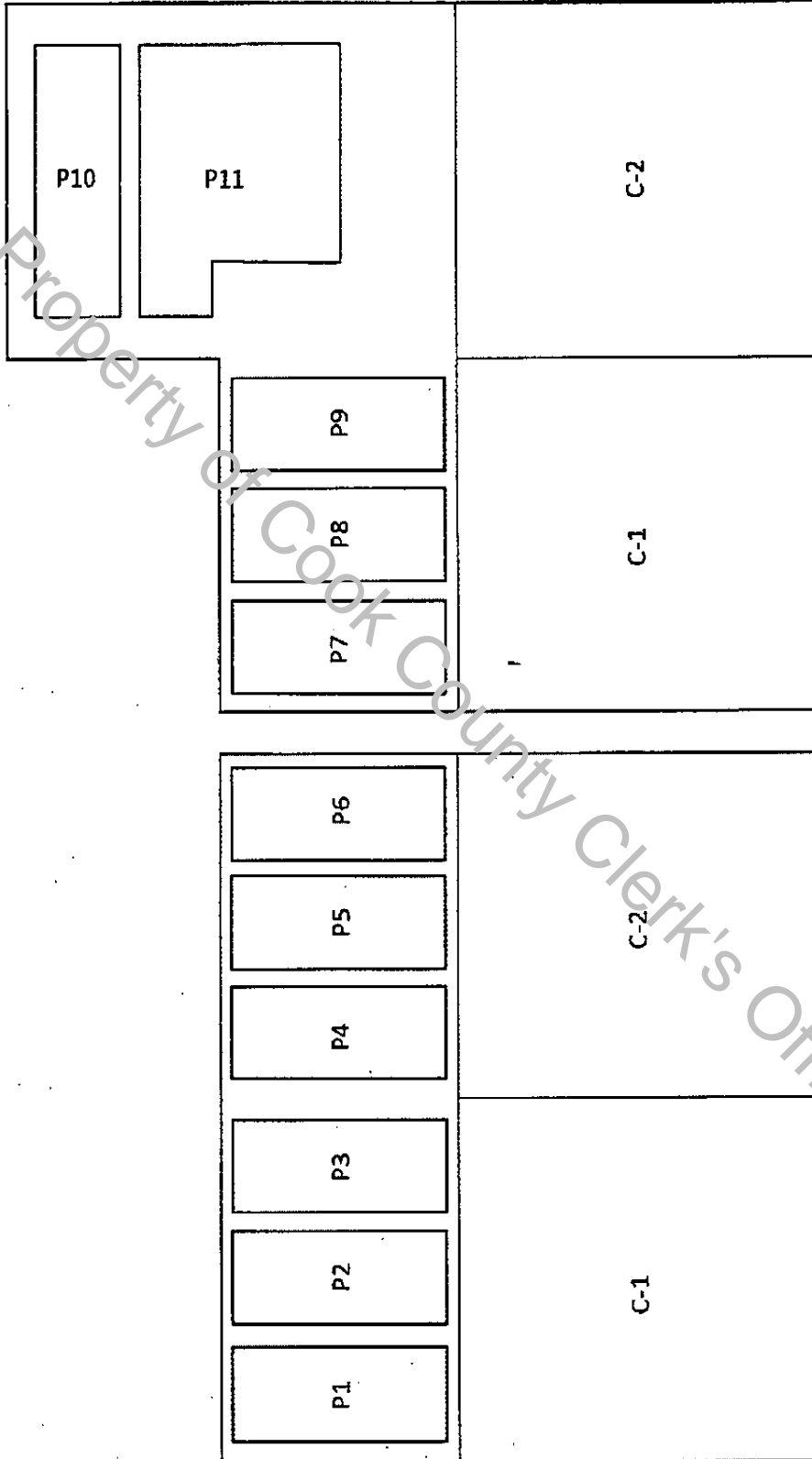
JENS K. DOE, PROFESSIONAL LAND SURVEYOR, P.C.

ILLINOIS PROFESSIONAL LAND SURVEYORS BOARD
LICENSE EXPIRES: 11-30-16

ORDERED BY:
SCHAIN BANKS

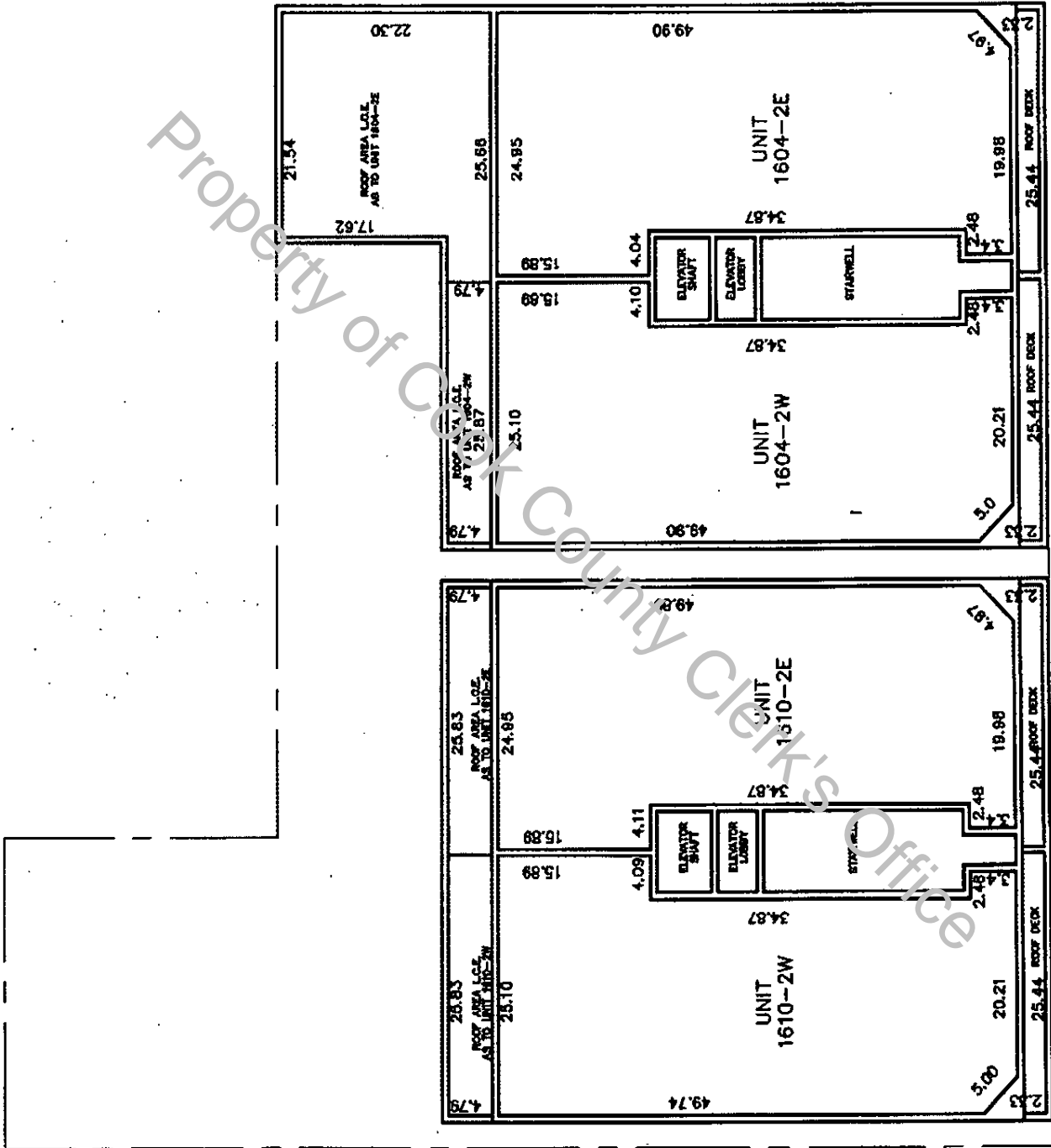
UNOFFICIAL COPY

Ashland Ave



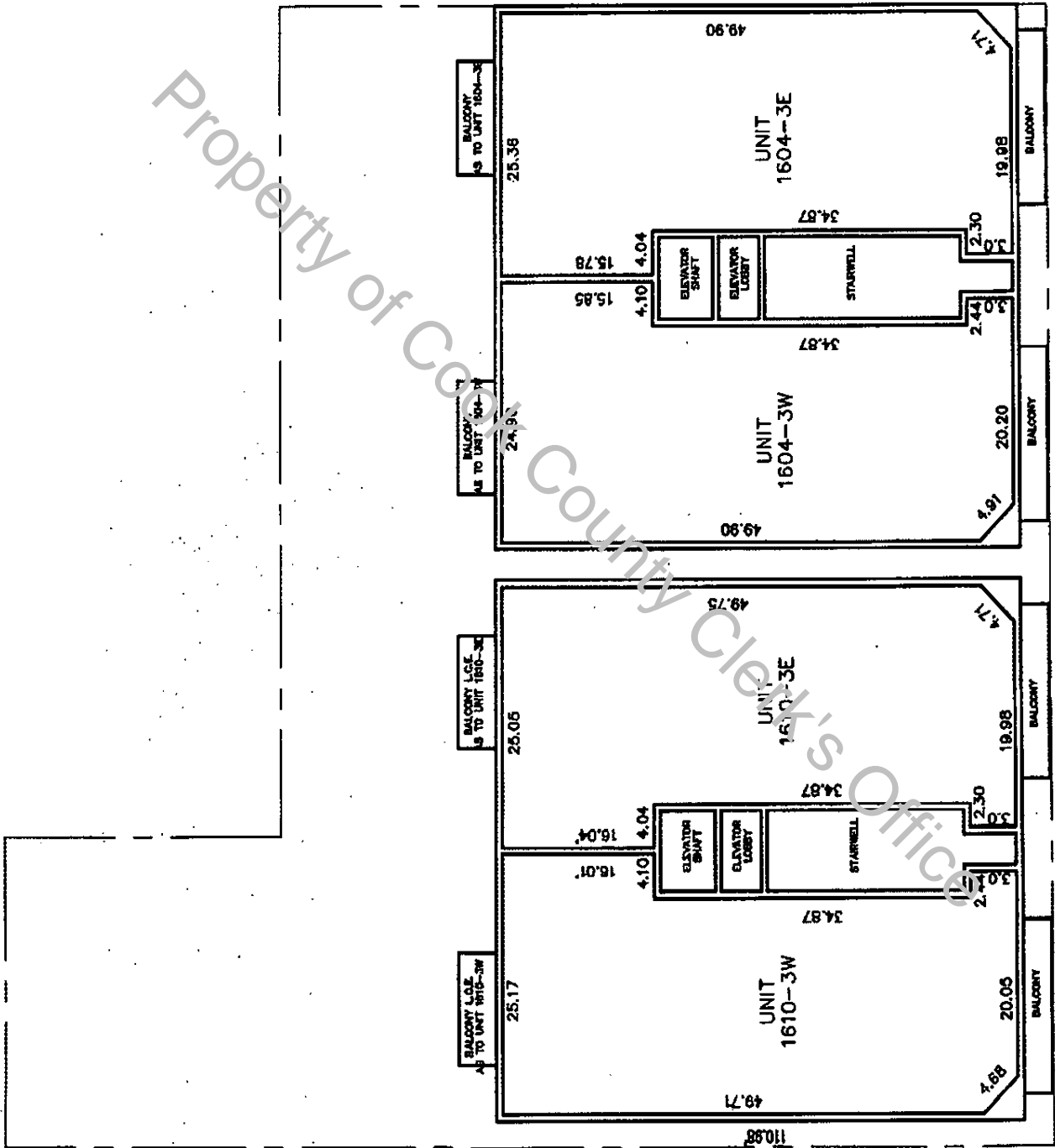
Augusta Blvd

UNOFFICIAL COPY



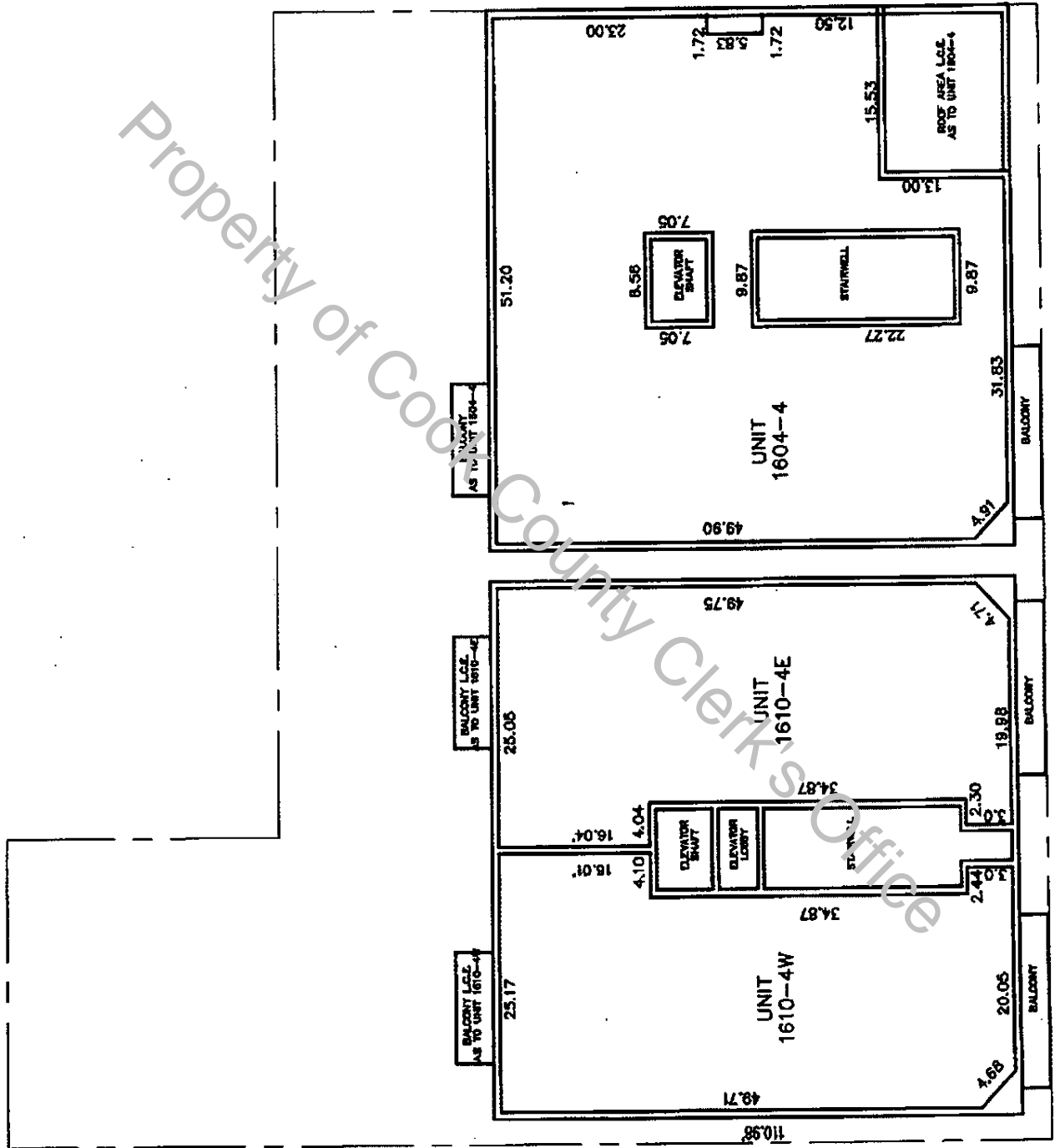
SECOND FLOOR

UNOFFICIAL COPY



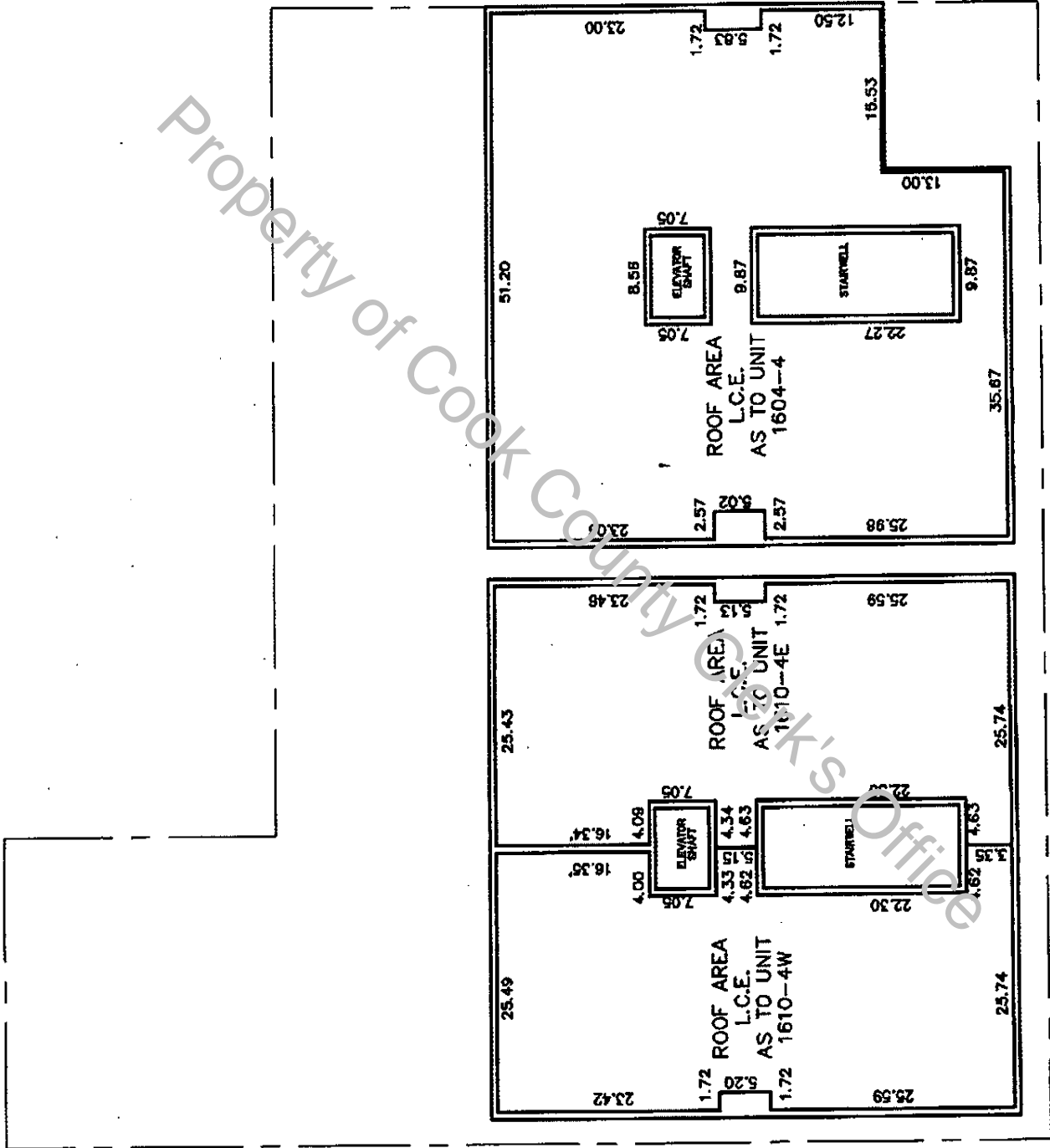
THIRD FLOOR

UNOFFICIAL COPY



FOURTH FLOOR

UNOFFICIAL COPY



Property of Cook County
 K's Office

ROOF

UNOFFICIAL COPY

We, the undersigned, by affixing our names to this instrument, do hereby certify that we are voting members of 1604-1610 W. Augusta Condominium Association and that pursuant to Article XIV, Section 6 of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants recorded in the Recorder of Deeds of Cook, County, Illinois on November 8, 2005, as document No. 0531818022 hereby consent to and accept the foregoing Amended and Restated Declaration of Condominium Ownership, Easements, Restrictions and Covenants.

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_____	Erin McFarland ^{PL}	1610 W. Augusta	4E
_____	Erin McFarland Magnuson	1610 W. Augusta	4W
_____	Tom McCay	1610 W. Augusta	4W

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Daniel Cisneros, being first duly sworn on oath depose and state that the Owners whose names are subscribed to the foregoing Petition are true and correct Owners at 1604-1610 W. Augusta Blvd. Condominium Association and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.

SUBSCRIBED and SWORN to before me this 12 day of March, 2017

[Signature]
Notary Public



UNOFFICIAL COPY

AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I, Jeffrey D. Schmidt, being duly sworn, state that I have access to the copies of the attached
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants
(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

See Exhibit A-1
(print name(s) of executor/grantor) (print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Attorney
(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now **LOST** or **NOT IN POSSESSION** of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was **NOT INTENTIONALLY** destroyed, or in any manner **DISPOSED OF** for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

Jeffrey D. Schmidt
Affiant's Signature Above

9/16/18
Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

9/16/18
Date Document Subscribed & Sworn Before Me

[Signature]
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and **NOT** the coverage. However, this affidavit is **NOT** required to be recorded, only presented to the CCRD as the necessary proof required before the recorder may record such a document. Finally, the recorded document **WILL** be stamped/labeled as a copy by the CCRD prior to its recording.

UNOFFICIAL COPY

**EXHIBIT A-1
TO AFFIDAVIT OF
RECORDER'S LABELING OF
SIGNATURES AS COPIES**

Rob Kaskovich
Chesea Kaskovich
Ryan Rinke
Jake Kalnitz
Kaitlin Kienzle
Laura Kunz
Jim McIntyre
Rick Scali
Yung Tran
Kristen Fleming
Michael Milstein
Carli Milstein
Jason Kim
Ross Magnuson
Erin Magnuson
Tom McCay

Property of Cook County Clerk's Office