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**AMENDED AND
RESTATED DECLARATION OF
CONDOMINIUM OWNERSHIP
AND BYLAWS FOR
LAKESIDE CONDOMINIUM "B"
ASSOCIATION**



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

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This Amended and Restated Declaration of Condominium Ownership And Bylaws for the Lakeside Condominium "B" Association is made and entered into by the Board of Managers of the Lakeside Condominium "B" Association and at least 75% of the total Unit Ownership of the Units.

This Third Amended and Restated Declaration incorporates all changes in the Illinois Condominium Property Act, 765 ILCS 605/1 et. seq., that apply since the Original Declaration of Condominium Ownership, as amended, was initially recorded and which apply to the Association. All changes that apply to the Association and supercede the Original Declaration, as amended, are herein incorporated by reference. Further, this Amended and Restated Declaration incorporates all previously adopted amendments and modifications to the Original Declaration, as well as amending certain other provisions as set forth in this Amended and Restated Declaration.

WITNESSETH:

WHEREAS, by a certain Declaration of Condominium Ownership Of Lakeside Condominiums B, filed in the Office of the Registrar of Titles or Recorder of Deeds of Cook County, Illinois, on November 19, 1975, as Document No. 23299090 (hereinafter referred to as "Original Declaration") the original developer submitted certain real estate to the Condominium Property Act of the State of Illinois (the "Act"), creating a condominium association known as the Lakeside Condominium "B" Association, which Declaration and Bylaws have been amended from time to time. The real estate subject to the Declaration as a result of the recordation of the Declaration and any subsequent amendments is identified and legally described on Exhibit A Legal Description attached hereto and forming a part hereof; and

WHEREAS, the Association has been operating pursuant to the Original Declaration, as amended; and

WHEREAS, the Association has been incorporated pursuant to the Illinois Not For Profit Corporation Act as the Lakeside Condominium "B" Association; and

WHEREAS, the Association is operated and managed by its Board of Managers (also known as the Board of Directors); and

WHEREAS, the Developer as defined and set forth in the Original Declaration, no longer owns or has any interest in the Property, so certain references to or regarding the Developer in the Original Declaration are no longer applicable and, therefore, may not be referenced in this Amended and Restated Declaration; and

CCRD REVIEW 

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WHEREAS, since the recording of the Original Declaration, there have been numerous changes in the law and the Illinois Condominium Property Act that are or may be contradictory to the provisions of the Original Declaration and affect the rights and obligations of the Unit Owners of the Association; and

WHEREAS, the Board of Managers and the Unit Owners deem it desirable to amend and update the Original Declaration to incorporate the current provisions of the Act, and, for convenience, to incorporate the provisions of previously recorded amendments and modifications to the Original Declaration and Bylaws; and

WHEREAS, Section 8 of the Declaration provides that the Declaration may be revoked or amended by unanimous agreement of all Unit Owners and mortgagees of all mortgages covering all Units, except that the Illinois Condominium Property Act, Section 27(a)(i) provides that in no event shall the condominium instruments require more than a three-quarters vote of all unit owners; and the Act further provides at Section 27(a)(ii), if the condominium instruments require approval of any mortgagee or lienholder of record and the mortgagee or lienholder of record receives a request to approve or consent to the amendment to the condominium instruments, the mortgagee or lienholder of record is deemed to have approved or consented to the request unless the mortgagee or lienholder of record delivers a negative response to the requesting party within 60 days after the mailing of the request, and that a request to approve or consent to an amendment to the condominium instruments that is required to be sent to a mortgagee or lienholder of record shall be sent by certified mail; and

WHEREAS, the Board of Managers and Unit Owners also find it in the best interests of the Association to, and desire to, amend provisions of the Declaration to address, among other things, maintenance, repair and replacement, expenses in connection with limited common elements, use of Units and Common Elements, and other matters;

NOW THEREFORE, the Unit Owners, being at least seventy-five percent (75%) of the Unit Owners, with approval of all mortgagees having mortgages on Units, do hereby approve and adopt this Amended and Restated Declaration as follows:

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP AND BYLAWS
FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION**

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ARTICLE I DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined in the Illinois Condominium Property Act (the "Act") and hereinafter. Unless the context herein otherwise requires, the following words and terms whenever used herein shall have the same meaning as provided for such words and terms in Section 2 of the Illinois Condominium Property Act as amended:

1.01. Act: means the Illinois Condominium Property Act, 765 ILCS 605/1, *et seq.*, as may be amended from time to time.

1.02. Original Declaration: means the instrument by which the property was submitted to the provisions of the Act, by the filing of the Declaration of Condominium Ownership of Lakeside Condominium "B" Association with the Registrar of Titles or Recorder of Deeds of Cook County, Illinois, on November 19, 1975 as Document No. 22299090, as amended from time to time amended. Exhibits A, B, C, D, and E of the Original Declaration are incorporated herein by reference, to the extent applicable.

1.03. Declaration or Amended & Restated Declaration: means this Amended & Restated Declaration. Where appropriate in the context, Declaration may refer to the Original Declaration.

1.04. Parcel: means the lot or lots, tract or tracts of land, described in the Original Declaration, and submitted to the provisions of the Act by the Original Declaration. The legal description of the Parcel is attached hereto as "Exhibit A - Legal Description".

1.05. Property: means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners, submitted to the provisions of the Act and the Original Declaration.

1.06. Unit: means a part of the property designed and intended for any type of independent use, and as reflected on the Plat attached to the Original Declaration and incorporated herein.

1.07. Common Elements: means all portions of the property except the unit, including limited common elements unless otherwise specified.

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

1.09. Unit Owner: means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

1.10. Majority of Unit Owners: means the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership.

1.11. Majority of Members of the Board of Managers: means more than fifty (50%) of the total number of persons constituting such board pursuant to the Bylaws. Any specified percentage of the members of the board of managers means that percentage of the total number of persons constituting such board pursuant to the Bylaws.

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1.12 Plat or Plats: means a plat or plats of survey of the Condominium Property and of all units in the property submitted to the provisions of this Act, which may consist of a three-dimensional horizontal and vertical delineation of all such units. The Plats is attached to the Original Declaration as Exhibit "D", and said plat or plats are incorporated herein by this reference and made a part of this Amended & Restated Declaration.

1.13 Record or Recording: means to record in the office of the Recorder of Deeds of Cook County, Illinois.

1.14 Condominium Instruments: means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, Bylaws and Plat.

1.15 Common Expenses: means the proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the Board of Managers of the Association.

1.16 Reserves: means those sums paid by unit owners which are separately maintained by the Board of Managers for purposes specified by the board of managers or the condominium instruments.

1.17 Association or Condominium Association: means the association of all the unit owners of Lakeside Condominium B Association, acting pursuant to this Declaration and the Bylaws through its duly elected Board of Managers.

1.18 Purchaser: means any person or persons other than the Developer who purchase a Unit in a bona fide transaction for value.

1.19 Developer: means Frediani Developers, Inc., its successors or assigns.

1.20 Limited Common Elements: means a portion of the common elements so designated in the Declaration as being reserved for the use of a certain unit or units to the exclusion of other units.

1.21 Building: means all structures, attached or unattached, containing one or more units.

1.22 Board or Board of Directors: The Board of Managers of the Association, or, while incorporated, the Board of Directors of the not-for-profit corporation.

1.23 ByLaws: The ByLaws of the Association which are set forth in this Declaration and which may be amended from time to time which shall include all Bylaws in the Act and the Not-For-Profit Corporation Act (NFPCA) which acts shall control and take priority over any inconsistent provisions herein to the extent the Act or NFPCA declare priority.

1.24 Voting Member: The person entitled to exercise all voting power in respect to each Unit Ownership, determined in the manner set forth in Article XV.

1.25 Parking Area: The portion of the Common Elements provided for parking automobiles as shown or referred to on the Plat or as defined by the Association Board of Directors.

1.26 Parking Space: A portion of the Parking Area intended for parking of a single automobile, and which is a Limited Common Element designed and intended for parking of a single automobile as specified on the Plat or in the Declaration or as otherwise specified by the Board.

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1.27 Limited Common Expenses: That part of the Common Expenses, including reserves, attributable to the Limited Common Elements.

1.28 Electronic Transmission: Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process; or as such term is defined in the Act.

1.29 Acceptable Technological Means: Includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability; or as such term is defined in the Act.

ARTICLE II

UNITS

2.01 Description. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat attached to the Original Declaration or Amendments and further identified in Exhibit A to this Declaration. Each Unit consists of the space enclosed within the perimeter walls of the Unit which is the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown in the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes as provided in the Act.

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

2.03 Certain Structures not Constituting Part of a Unit. Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts or public utility lines running through his Unit and forming a part of any system serving more than his Unit, or any components of communication systems, cable TV systems, fire or smoke alarm systems, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. No Unit Owner may take any action which would interfere with the ability of the Board to repair, replace or maintain said structures, Common Elements, Limited Common Elements or Units as provided herein.

ARTICLE III

COMMON ELEMENTS

3.01 Description. The Common Elements shall consist of all the Property, except the Units, and including the Limited Common Elements. The Common Elements include, without limitation, the land, foundations, sanitary and storm lines, master television antenna system and wiring, cable TV system and wiring, if any, (whether leased or owned), pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and/or serving only such Unit which shall be deemed part of the Unit), hallways, stairways, entrances and exits, lobby areas, roofs, basement areas, foundation walls, basement walls and floors (except those forming the perimeter of a unit), concrete slabs, staircases, storage areas, heating, cooling and ventilating systems (except those

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individual heating, cooling and ventilating systems or equipment entirely within a Unit and/or serving only such Unit and each sleeve air conditioner serving only such Unit), all Parking Spaces and Parking Areas, mechanical equipment areas, public utility lines, structural parts of each of the Buildings, outside walks and driveways, roadways, landscaping, driveway lighting, and all other portions of the Property except the Units. The Common Elements also include the Limited Common Elements.

3.02 Ownership and Use of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached to the Original Declaration as Exhibit "E" and by this reference made a part hereof as though fully set forth herein. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated. Each Unit Owner and occupant shall have the non-exclusive right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, but only as may be required for the purpose of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner and such other incidental uses permitted by this Declaration. Such right to use the Common Elements shall extend to each Unit Owner, and his agents, servants, tenants and invitees, and shall be subject to and governed by the provisions of the Act of this Declaration and the Bylaws and the rules and regulations established by the Board. The Board hereunder shall have the authority to lease or to grant licenses or concessions with respect to parts of the Common Elements (except the Limited Common Elements which may only be used, occupied or modified in accordance with the Declaration and Association rules and any written approvals by the Board of Directors), subject to the provisions of the Declaration and Bylaws, and the rules and regulations of the Association.

3.03 Guest Privileges. The aforesaid rights shall extend to each Unit Owner and members of their immediate family and authorized guests and other authorized occupants and visitors of the Unit Owner, as well as such other persons as may be designated from time to time by the Board. The use of the Common Elements and the rights of the Unit Owner, occupants, and other persons designated from time to time by the Board shall be subject to and governed by the provisions of the Act, the Declaration, the Bylaws and rules and regulations of the Board.

3.04 No Partition of Common Elements. Except as provided in Section 10.02(a)(iv), 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 hereon contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-owners.

3.05 Limited Common Elements. The Limited Common Elements shall consist of the portions of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, or as designated in this Declaration or the Plat, or which by the nature or location thereof serve a Unit exclusively, or which by the terms of this Declaration are intended to be reserved for the or for the use of one or more Units to the exclusion of other Units. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively each one's respective Unit. In cases where the same Limited Common Element is contiguous to and/or services more than one Unit (such as a party wall) but not all Units, such exclusive use shall be limited to only those Units which are contiguous to and/or serviced by said Limited Common Element. Such Limited Common Elements shall include, but shall not be

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limited to, balconies, indoor Parking Spaces, perimeter doors and windows, and heating, cooling and ventilating systems serving a single unit, if any.

3.06 Assignment, Use and Transfer of Certain Limited Common Elements:

(a) Parking Spaces. Each indoor Parking Space as identified on the Plat shall constitute a Limited Common Element reserved for the exclusive use of the Unit to which it is assigned in the deed conveying said Unit or any other written document of conveyance executed by the Declarant or the Developer or the Board of Managers (or by a proper transfer from one Unit Owner to another). Parking Spaces are not units and are not owned by any Unit Owner, but the Unit Owner whose Unit a parking space is assigned shall have the right of exclusive use of that indoor Parking Space as set forth herein. Certain indoor Parking Spaces were initially assigned by the Developer or Declarant in the initial deeds to the initial purchases of Units from the Developer, and subsequently certain spaces may have been transferred. Attached hereto as Exhibit C is a listing of the current assignments of indoor Parking Spaces known to the Board based upon information provided to the Board (subject to change or amendment). The use of a Parking Space not allocated, sold and conveyed as afore-described by the Developer or Declarant shall belong to the Association and controlled by the Board. Only Unit Owners may own the right to use a Parking Space. The right to use a Parking Space may be transferred among Unit Owners as hereinafter provided in this Declaration and the Act. Only Unit Owners or residents of the Association Building may use the Parking Areas and Parking Spaces. The Board or the Association may prescribe such rules and regulations with respect to the Parking Area and Parking Spaces as it may deem fit and proper including the maintenance of Parking Area and Parking Spaces and the vehicles which may be parked therein subject to the further requirement that only permitted vehicles as hereinafter defined may be parked in Parking Spaces.

(b) Transfer of Parking Space Limited Common Elements: The use of Limited Common Element Parking Spaces may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the Condominium Instruments and the provisions of this Declaration, and the Act. Each transfer shall be made by an Amendment to the Declaration executed by all Unit Owners who are parties to the transfer and consented by all Unit Owners who have any right to use the Limited Common Elements affected. The Amendment shall contain a certificate showing that a copy of the Amendment has been delivered to the Board of Managers. The Amendment shall contain a statement from the parties involved that the transfer which sets forth any changes in the parties proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Managers shall decide such reapportionment. No transfer shall become effective until the Amendment has been recorded.

3.07 Disclaimer of Bailee's Liability. Neither the Board, the Association, nor the Developer shall be considered the bailee of any personal property stored in the Common Elements (including but not limited to property located in storage closets), whether or not exclusive possession of any particular areas shall be given to any Unit Owner for storage purposes, and shall not be responsible for any loss or damage thereto, whether or not due to the negligence of the Board and/or Association, any agents of the Association or any third parties, each Owner accepting full responsibility and liability for any and all such property. Any items left outside of a storage closet shall be discarded and removed from the property by the Board or its agent without liability to any owner of the items for loss or damage.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.01 Submission of Property to the Act. The Property was submitted to the Illinois Condominium Property Act by the Original Declaration.

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4.02 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to the Unit Ownership without including therein both his or her interest in the Unit, the Limited Common Elements 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.

4.03 Easements For Encroachments. In the event that (i) by reason of the construction, repair, settlement or shifting of the Building, any part of the Common elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use to occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by any other Unit Owner; or (iii) by reason of design or construction of utility and ventilation system, any mains, pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case, valid easements for maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner or has been created by the Unit Owner or his agent through intentional, willful or negligent conduct.

4.04 Easements for Utilities and Commercial Entertainment. Utility companies and other suppliers of utilities serving the Property may have been granted the right install, lay construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires, transformers, switching apparatus, and other equipment, facilities and appurtenances into, over, under, along and on any portion of the Common Elements and the Units for the purpose of providing the Property with utility and entertainment services together with the reasonable right of ingress to and egress from the Property for said purpose. The Board may hereafter grant other or additional easements in writing for utility purposes and for other purposes including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of said Common Elements and the Units and each Unit Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of his Unit or any Limited Common Element serving his Unit, other than reasonably and temporarily).

4.05 Easements for Ingress and Egress. The Board, the Association, the officers and agents of the foregoing, including a managing agent, if any, shall at all times have a perpetual, non-exclusive easement and rights of ingress and egress over, upon and across all portions of the Property, including the Units when necessary, in furtherance of their rights, duties and obligations hereunder or under any agreements or as necessary. A perpetual, non-exclusive easement for reasonable ingress and egress of persons and vehicles is hereby created and declared upon, over and along the parts of the Property developed with roads, driveways, ramps, walks and building entries for the benefit of the Unit Owners and their tenants, guests and invitees but limited as herein set forth. The Board hereby reserves to itself and its respective successors and assigns, the right, without notice to, or the consent of, any Unit Owner or mortgagee of a Unit: (i) to record

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a supplement to the Plat showing the location of any or all of such utility or commercial entertainment conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment "as built" and (ii) to record, from time to time, additional supplements, showing additions, modifications and deletions to any or all of such conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment. The acceptance of each deed, mortgage, trust deed or other instrument with respect to a Unit shall be deemed a grant of such power to each of said attorneys-in-fact, an acknowledgment of a consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to record any and all such supplements.

4.06 Easements to Run with the Land. All easements and rights described herein are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof.

4.07 No Public Use. Nothing contained in this Declaration shall be construed or deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purpose whatsoever.

ARTICLE V

COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

5.01 Common Expenses. Each Unit Owner shall pay his or her proportionate share of the expenses of the administration and operation of the Common Elements, (exclusive of the Limited Common Elements, the costs for which are provided in Section 8.(2) and of any other expenses incurred as specified in the Declaration and Bylaws. Such proportionate share of the Common Expenses for each Unit Owner shall be equal to the Unit's percentage of ownership in the Common Elements. Payment of Common Expenses, including any prepayment thereof required by contract for the purchase of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as hereinafter provided, provided that any such liens shall be subordinate and inferior to the lien of any prior recorded bona fide mortgage.

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

5.03 Separate Real Estate Taxes. Real estate taxes are to be separately taxed to each Unit Owner for his or her Unit and his or her corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, then the Association shall collect from each Unit Owner of a Unit not separately taxed, the proportionate share of the tax bill attributable to the Unit based on the relative percentages of ownership of the Common Elements of each such Unit not separately taxed in proportion to the total percentage of ownership of the Common Elements of all of the Units located on Property affected by such tax bill. Such taxes shall be considered a Common Expense of each such Unit.

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ARTICLE VI INSURANCE

6.01 Fire and Hazard Insurance. (a) The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as are covered by standard extended coverage provisions: (i) on the common elements and the units, including the limited common elements and except as otherwise determined by the board of managers, the bare walls, floors, and ceilings of the unit, (ii) providing coverage for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000, whichever is less. The insurance maintained under this paragraph must include the Units, the Limited Common Elements except as otherwise determined by the Board of Managers, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. To the extent provided in the Act, Common elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, built-in cabinets installed by Unit Owners, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner.

(b) The Board may engage the services of any bank or trust company or other insurance trustee to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses.

(c) Any loss covered by the property policy under Section 6.01(a) must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee of the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

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

6.02 General Liability Insurance. The Board shall also have the authority to and shall obtain commercial general liability insurance against claims and liabilities arising in connection with the ownership,

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

6.03. Insured Parties; Waiver of Subrogation. Insurance policies carried pursuant to subsections 6.01 and 6.02 must include each of the following provisions: (a) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association; (b) The insurer waives its right to subrogation under the policy against any Unit Owner of the condominium or members of the Unit Owner's household and against the Association and members of the Board of Directors; and (c) The Unit Owner waives his, her or its right to subrogation under the Association policy against the Association and the Board of Directors.

6.04. Appraisal. The Board shall have the authority, but not the obligation, to obtain from time to time an appraisal of the Property, including the Units and the Common Elements, by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a Common Expense.

6.05. Fidelity Bond; Directors and Officers Coverage.

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

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

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

(d) The Board of Directors must obtain directors and officers liability coverage at a level deemed reasonable by the Board. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Declaration and Bylaws. To the extent provided in the Act, the coverage required by this subparagraph (d) shall include, but not be limited to, coverage of: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this subparagraph (d) shall include as an insured: past, present, and future Board members while acting in their capacity as members of the Board of directors; the managing agent; and employees of the board of directors and the managing agent.

6.06. Additional Coverage And Workers Compensation. The Board shall have authority to, and may obtain such insurance, in such amounts, from such sources and in such forms as it deems desirable, insuring each director of the Board, officer of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, Unit Owners, and each agent of the Association, from liability

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arising from the fact that said person is or was a director or officer of the Association or a member of such committee or was an agent or representative of the Board and of the Association. The Board of Directors may obtain and maintain any other insurance it considers appropriate to protect the Association, the Unit Owners, officer or agents of the Association including, but not limited to, workers compensation, employment practices, environmental hazards and equipment breakdown. The premiums for said insurance shall be a Common Expense.

6.07. Unit Owners' Insurance. Each Unit Owner shall, at the Owner's own expense, obtain and maintain, throughout the period of his ownership of a Unit, a Unit Owner's insurance policy on the contents of his Unit, on the portions of the Unit for which he is responsible to repair, replace and maintain, on his furnishings and personal property therein, portions of the Unit not covered by Association insurance for which the Unit Owner is responsible, the Unit Owner's personal property stored in the Unit and elsewhere on the Property, and personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of the owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the owner whose Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. In addition to levying a fine against a Unit Owner for failing to comply with the requirements of this paragraph, to the extent allowed and authorized by law the Board shall have the authority, but not the obligation, to purchase the insurance coverage on behalf a Unit Owner and charge the premium cost back to the Unit Owner. In no event shall the Board or the Association be liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of any insurance or the amounts or types of coverage obtained.

6.08. Release of Claims against Association. Each Unit Owner waive and release any and all claims which he or it may have against the Association, the Board, the directors, officers and members of the Board, the managing agent, and their respective employees and agents, for damage to the Common Elements, the Units or any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or neglect, to the extent that such damage is covered by insurance carried by the Owner, or Association coverage if there is a determination by the Board that Association coverage is to apply.

ARTICLE VII

ADMINISTRATION AND OPERATION

7.01 Administration. The administration of the Property shall be vested in the Board consisting of the number of persons and who shall be elected in the manner provided in the Bylaws contained herein, at Articles XIV through XVI. The Association may be incorporated as a not-for-profit corporation under the laws of the State of Illinois to facilitate administration and operation of the Property. In the event of incorporation, the Board of Directors of such incorporated Association shall be deemed to be the Board referred to herein and in the Condominium Property Act, and the Bylaws of the incorporated Association shall be the Bylaws provided herein.

7.02 Duties and Powers of the Association. The Association shall have and exercise all powers necessary or convenient to effectuate any and all of the purposes for which it is organized and to do every act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or in the condominium instruments. The direction and administration of the Property shall be vested in the duly elected Board. The duties and powers of the Board and of the Association shall be those set forth in this Declaration, the Bylaws, and, in the event of incorporation, the Articles of Incorporation; provided, however, that: (i) the terms and provisions of the Act shall control in the event of any inconsistency between

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the Act, on the one hand, and this Declaration, the Articles of Incorporation or the Bylaws on the other hand; and (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation or the Bylaws on the other hand.

7.03 Indemnification. (a) The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

(b) The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the Association as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expenses as the court shall deem proper.

7.04 Success on Merits To the extent that a director, officer, employee or agent of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 7.03, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

7.05 Determination of Right to Indemnify Any indemnification under Section 7.03 (unless ordered by a court) shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 7.03. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

7.06 Advance Payment Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or

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proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article VII.

7.07 Non-Exclusivity The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, statute, bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

7.08 Insurance The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or who is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article VII.

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

7.10 No Authority to Conduct Business for Profit. Nothing herein shall be construed to give the Board or the Association authority to conduct an active business for profit on its own behalf or on behalf of the members, or on behalf of the Developer. All funds collected by the Association shall be held and expended for the purposes designated herein and in the Bylaws for the benefit of members.

ARTICLE VIII

MAINTENANCE, REPAIRS AND REPLACEMENTS

8.01 (a) By the Board. The Board at the Association's expense, shall be responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to those portions, if any, of each Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of water, gas and electricity which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or of any portions extending to or servicing only the Unit or which may be the responsibility of an individual Owner under any applicable provision of this Declaration. Except as provided in Section 8.01(b), the Board shall also be responsible for the maintenance, repair and replace of the Limited Common Elements, including, but not limited to, balconies and balcony railings, and other Limited Common Elements, however, the cost of maintenance, repair and replacement of those Limited Common Elements shall be charged and assessed, as Limited Common Expenses as set forth in Section 8.02 of this Article VII, to the Unit or Units utilizing those Limited Common Elements or benefitted by the maintenance, repair or replacement provided, and the cost thereof shall be shared proportionately by each affected or benefitted Unit Owner based upon their respective percentage in the Common Elements. The Board may also require the Owner of the Unit of the particular Limited Common Element to address particular maintenance, repair, and replacement, at the Owner's expense. The garage and

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all indoor Parking Areas and Parking Spaces which are within the Association Property shall be maintained, repaired, and replaced by the Board as a Common Expense.

(b) By the Unit Owner. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. The Unit Owners shall be responsible for all expenses in connection with the maintenance, repairs and replacements of the Limited Common Elements appurtenant to or in connection with the Owner's Unit. The Unit Owner shall be responsible to perform, at the Owner's expense, the maintenance, repair, and replacement of certain Limited Common Elements of the Unit including window glass, window frames and apparatus, doors, door frames and apparatus, window and door screens. For purposes of this Article VIII, the Unit Owner shall also be responsible for maintenance, repair, and replacement of all floors, ceilings, and interior and perimeter wall surfaces of the Unit or connected to the Unit. The Unit Owner shall pay the costs thereof (and, in the case of a Limited Common Element which is shared by more than one Unit, the cost thereof shall be shared proportionately by each affected Unit Owner, based upon their respective percentages in the Common Elements), and they shall procure and deliver to the Board upon request such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom. Notwithstanding anything herein, the Board shall have the right and authority, in its discretion, to maintain, repair, and replace the balconies or portions of the balconies, , balcony doors, and Unit windows, in total or individually, and the Board shall have the authority to determine that such costs shall may a Common Expense from Association funds, or the expense may be charged to and assessed to the Unit and Unit Owner's benefitted thereby.

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

(d) Board Determination of Repair. Whenever the Board shall determine, in its discretion, that any maintenance, repair or replacement of any Unit or Limited Common Element or other item which is a Unit Owner responsibility is necessary, the Board may cause a written notice of the necessity for such maintenance, repair or replacement to be served upon the Unit Owner (except in case of emergency as determined by the Board, prior notice shall not be required), which notice may be served by delivering a copy thereof to any occupant of such Unit, by mailing the same by certified or registered mail addressed to the Unit Owner at the Unit (or other address provided by the Owner), or by electronic transmission if consented by the Unit Owner as provided in the Bylaws. If such Unit Owner fails or refuses to perform any such maintenance, repair or replacement within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance, repair or replacement to be performed at the expense of such Unit Owner, which expenses shall become a lien on the Unit Owner's interest in the Property as if an assessment were levied. In the event the Limited Common Element requiring such maintenance, repair or replacement is appurtenant to more than one Unit, then the afore described lien shall be placed against each of the Units in an amount which bears the same proportion to the total expense incurred as such Unit Owner's percentage interest in the Common Elements bears to one another.

(e) Owner and Owner's Unit Causing Damage. If, due to the act, negligence, omission, intentional act, any act, or otherwise, or as a result of any appliance, fixture, or personal item in the Unit or elsewhere on the Property, of a Unit Owner, or of a tenant, or a member of his family or household, or of a guest or other authorized occupant or visitor of such Unit Owner or others, damage shall be caused to the

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Common Elements or to the Unit or any other Unit, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board. The Unit Owner shall be responsible for any damage to the Common Elements or Units for any cause that originates in the Unit of the Unit Owner.

(f) Board Access. The authorized representatives of the Board, or of the property manager or managing agent for the Board, if any, shall be entitled to have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units. In any case, the Unit Owner shall be responsible, at Owner's expense, to move furniture, fixtures, items installed in the Unit, or any other personal items of the Owner to the extent necessary for the Board to provide maintenance, repairs, or replacements to the Common Elements, unless the Board determines otherwise in its sole discretion.

8.02 Limited Common Expenses. Limited Common Expenses attributable to the servicing, maintenance or repair of the Limited Common Elements contiguous to and serving only one Unit may, in the Board's sole discretion, be borne by that single Unit as for example, windows and window frames, doors and door frames, balconies, balcony railings, etc. Limited Common Expenses attributable to the servicing, maintenance or repair of the remaining Limited Common Elements shall, at the sole discretion of the Board, be borne by that single Unit. Limited Common Expenses attributable to two (2) or more, but less than all of the Units may, in the Board's sole discretion, be apportioned among the Units to which said Limited Common Expenses are attributable based on each Unit's proportionate interest in the Common Elements.

8.03 Alterations, Additions or Improvements. No alterations of any Common Elements (including Limited Common Elements), or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as Common Expenses, alterations, additions, improvements and decoration of the Common Elements as made and provided in this Declaration and the Bylaws. Any Unit Owner may make alterations within the Unit of the Unit Owner or any additions or improvements within such Unit without the prior written approval of the Board, provided there are not exterior architectural changes or additions, the Unit boundaries are not expanded or modified, and there is no removal or movement of support walls, structural support utility lines or partition walls and further provided that such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Limited Common Elements, or the Property as a result of such Unit alteration, additions or improvements. Any such construction, additions, improvements or alterations done by a Unit Owner shall be at his sole cost, comply with all applicable codes and ordinances, be done pursuant to all required permits, and be of material and workmanship of a quality not less than that of the original construction and consistent with the architectural style of the overall development. Copies of all drawings, permits, contracts and insurance shall be provided to the Association before any work is begun. Any work requiring prior written approval shall first secure all approvals and shall submit all documents and secure all approvals before beginning any work.

8.04 Decorating of the Units and Limited Common Elements. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit and the interior Limited Common Elements from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishing and interior decorating, subject to the provisions hereof. The use of and the covering of the interior surface of windows and balcony doors, whether by draperies, shades, or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements, and any redecorating of Units to

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the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair, or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. In any case, the Unit Owner shall be responsible, at Owner's expense, to move furniture, fixtures, items installed in the Unit, or any other personal items of the Owner to the extent necessary for the Board to provide maintenance, repairs, or replacements to the Common Elements, or redecorating made necessary therefrom, unless the Board determines otherwise in its sole discretion.

ARTICLE IX

SALE, LEASING OR OTHER ALIENATION

9.01 Unrestricted Transfers: Subject to Section 9.02 below, a Unit Owner may, without restriction under the Declaration, sell, give, devise, lease or otherwise transfer his entire Unit. Notice of any such unrestricted transfer shall be given to the Board, in the manner provided in this Declaration for giving of notices, within five (5) days following consummation of such transfer.

9.02 Leasing Prohibited. (a) Upon the effective date of this Amended & Restated Declaration, leasing or renting of Units is prohibited, and occupancy of Units by persons other than the Unit Owner or those authorized by this Section 9.02, is prohibited, except as permitted by this Section 9.02. For purposes of this Section 9.02, a Unit shall be considered leased if the Unit is occupied by any person who is not the Unit Owner, together with the Unit Owner or a person authorized by this provision to occupy the Unit.

(b) Subject to the provisions of the Declaration, and rules and regulations adopted by the Board:

(i) Units being leased on the effective date of this Amended & Restated Declaration may continue to be leased by the Owner of the Unit, for as long as they remain the Owner of the Unit, and provided that a copy of the current lease has been provided to the Association before the effective date of this Amendment. Once such a Unit has been conveyed or transferred to third party or a new Owner, the Unit shall be subject to the restrictions and this Section 9.02 the Unit may no longer be leased and must be occupied by the Unit Owner and all subsequent Owners of the Unit. For purposes of the provisions of this Section 9.02 (including, but not limited to, Subsection 9.02(f)) only, a Unit shall not be considered to have been transferred to a third party or to have a new Unit Owner if the current Unit Owner has only transferred or conveyed title of the Unit to a trust or entity of which the current Unit Owner continues to have a substantive ownership or beneficial interest.

(c) The Board shall have sole and absolute discretion to determine whether a Unit is being leased or occupied in compliance with, or in violation of, the provisions of this Section 9.02. Upon request by the Board, the Unit Owner shall provide information and documentation to the Board for the Board's consideration to make such determinations. The Board's determinations shall not be subject to challenge or judicial review and shall be final and binding upon the Unit and the Unit Ownership.

All leases in effect on or before the effective date of this Amended & Restated Declaration, and all leases in effect that are permitted after the effective date, shall be subject to this Declaration and Bylaws, all prior and subsequent amendments, rules and regulations adopted by the Board, and the Condominium Property Act now in effect and as amended from time to time, provided, however, that no changes to the Condominium Property Act will allow leasing or limit the restrictions herein. All permitted leases shall be in writing. No permitted lease shall be for a term of less than six (6) months, and no lease is permitted for transient or hotel purposes. All permitted, tenants and

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occupants shall be subject to the Declaration, Bylaws, Amendments, all Rules and Regulations in effect at the time of this Amendment or as amended by the Board from time-to-time and to the Act.

(d). A Unit shall not be leased or occupied except as allowed or authorized in Subsections (a) through (h) of this Section 9.02. Except for Units which may be leased pursuant to this Section 9.02, all other Units must be occupied by the Unit Owner of the Unit (and persons residing with the Owner). No other person may occupy and reside in the Unit except with the Owner or as permitted by this Section 9.02. For purposes of this Section 9.02, if the Unit Owner is a corporation, the occupant must be a shareholder of the corporation who owns at least twenty-five (25%) percent of the stock of the corporation; if the Unit Owner is a Limited Liability Company (an "LLC") the occupant must be a member of the LLC with at least twenty-five (25%) percent interest; if the Unit Owner is a partnership, the occupant must be a partner of the partnership; and if the Unit Owner is a trust, the occupant must be the trustee or a beneficiary of the trust. For purposes of this Section 9.02, a purchaser pursuant to an installment contract to purchase shall be considered a Unit Owner for occupancy purposes, provided the contract is a bona fide installment contract to purchase and is not intended to, or does not, circumvent the leasing restrictions in this Section 9.02. Upon request by the Board, the Unit Owner must provide to the Board sufficient information, documentation and evidence that the person who occupies or will occupy the Unit is a person permitted and authorized by this Section 9.02, and the Board shall have sole discretion to determine whether or not any person is permitted or authorized to occupy a Unit in accordance with this provision. Units are for single family occupancy only, and only one family may occupy and reside in a Unit at any time.

(e). Notwithstanding the provisions of Section 9.02, with respect to any Unit which the Association or Board has or shall have possession or an ownership interest, the Board shall have the authority to lease the Unit to any person, exempt from and without complying with the lease restrictions or any provision of this Section 9.02 whenever the Board shall determine, in its sole and absolute discretion, that the interest of the Association would be served thereby.

(f). Upon written request by a Unit Owner, the Board shall have sole and absolute discretion to waive, modify or eliminate the restrictions, limitations, prohibitions or conditions in this Section 9.02, as to any Unit Owner in any case to avoid an extreme or undue hardship with respect to the Unit Ownership or Unit Owner. Any such permitted lease pursuant to this Subsection 9.02(f) shall be for a period not to exceed twelve (12) months, but the same Owner may again apply to the Board for another exception. In no event may the Unit Owner be granted more than one exception pursuant to this paragraph. The requesting Unit Owner must provide all documents and information reasonably requested by the Board for the Board to determine that a hardship exists pursuant to this provision. The Board's determination in each case shall be final. The exercise of the Board's discretion or authority under this Subsection (f) shall not be deemed to be or constitute a waiver of the restrictions, limitations, prohibitions or conditions of this Section 9.02 and shall not under any circumstances prejudice the right of the Board to enforce the restrictions, limitations, prohibitions, or conditions of this Section 9.02, this Declaration, the Bylaws, or any adopted rules and regulations. The provisions of this Section 9.02 shall not apply to prohibit any mortgagee from leasing a Unit after foreclosing its mortgage on a Unit, during mortgagee's period of ownership.

(g). The Board shall have the authority at its sole discretion to adopt such rules and regulations it deems necessary to administer, enforce and supplement the provisions of Section 9.02, but the absence of any such rules and regulations shall not prevent the Board from administering or enforcing the provisions of Section 9.02.

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(h). In the event that a Unit or any interest therein is leased or occupied in violation of this Section 9.02, the Board shall have the right to enforce the restrictions, limitations, prohibitions or conditions set forth in Section 9.02 or other provisions of the Declaration, Bylaws, and rules and regulations, and the Act, by any proceeding at law or in equity, and may pursue any or all of the remedies set forth in the Declaration, Bylaws, and rules and regulations, including, but not limited to, Forcible Entry & Detainer actions to obtain possession of the Unit and injunctive or other relief. All expenses of the Board or Association incurred in connection with enforcement of Section 9.02, or with such actions and proceedings including all attorneys' fees, court costs, other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, incurred prior to, during, and after such actions or proceedings, shall be charged to and assessed against the defaulting Owner, and shall be added to and deemed a part of the Owner's respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit and the Owner and upon all of the Owner's personal property in the Unit or located elsewhere on the property.

9.03 Association's Right to Purchase at a Judicial Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to mortgage foreclosure, foreclosure of the lien for Common Expenses under the Act, or an order of direction of a court, or at any other involuntary sale, without the consent or approval of Unit Owners.

9.04 Financing of Purchase. (a) Acquisitions of Unit Ownership or any interest therein under the provisions of this Article may be made from the maintenance fund or any other financing arrangement as the Board deems desirable. If said fund is insufficient, the Board may levy an assessment against each Unit Owner as provided for and subject to Article XVI hereof.

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

9.05 Miscellaneous. (a) A transfer or lease of a Unit, or interest therein by or to the Board or the Declarant shall not be subject to the provision of this Article IX.

(b) The Association shall hold title to or lease any Unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease or sublease said Unit on behalf of the Association upon such terms as the Board shall deem desirable.

ARTICLE X

DAMAGE OR DESTRUCTION OF BUILDING

10.01 Sufficient Insurance. In the event the improvement forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair, 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 in payment therefor.

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10.02 Insufficient Insurance. (a) In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within 180 days from the date of damage or destruction, the Board may record a notice setting forth such facts and upon the recording of such notice:

- (i) The property shall be deemed to be owned in common by the Unit Owners;
- (ii) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such Owner in the Common Elements;
- (iii) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property as provided herein; and
- (iv) The property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

(b) In the case of fire or other disaster in which fewer than one-half ($\frac{1}{2}$) of the Units are rendered uninhabitable: if the insurance proceeds are insufficient to reconstruct, the building may be reconstructed upon the affirmative vote of not fewer than three-fourths ($\frac{3}{4}$) of the Unit Owners, voting at a meeting called for that purpose. The meeting shall be held within 30 days following the final adjustment of insurance claims, if any. Otherwise, such meeting shall be held within 90 days of the occurrence. At such meeting the Board, or its representative, shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of fire or other disaster, any portion of the property may be withdrawn if the insurance proceeds are insufficient to reconstruct the portion of the property affected, upon the affirmative vote of not fewer than three-fourths ($\frac{3}{4}$) of the Unit Owners, voting at a meeting called for that purpose. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance, or other proceeds to any withdrawing or remaining unit owner shall be on an equitable basis, which need not be a unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. The proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. The responsibility for the payment of assessments for any Unit or portion thereof withdrawn from the condominium shall cease upon withdrawal.

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ARTICLE XI EMINENT DOMAIN

11.01 Reallocation of Common Elements and Condemnation Award. Upon the withdrawal of any Unit or portion thereof in connection with eminent domain proceedings, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of managers. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit owner shall be on an equitable basis as determined by the Board, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. The proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. The responsibility for the payment of assessments for any Unit or portion thereof withdrawn from the condominium shall cease upon withdrawal. In the event that the Association is named as defendant in an eminent domain proceeding on behalf of all Unit Owners, then the payment of the proceeds of the eminent domain proceeding attributable to the taking or damaging of the Common Element shall become part of the common funds of the Association.

ARTICLE XII SALE OF THE PROPERTY

12.01 (a) The Unit Owners through the affirmative vote of at least three-fourths (3/4) of all of the Voting Members, at a meeting of Unit Owners duly called for such purpose, may elect to sell the Property. 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 or any managing agent 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 greater of: (i) the value of his or her interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner or (ii) the outstanding balance of any bona fide debt secured by the objecting Unit Owner's interest which was incurred by such Unit Owner in connection with the acquisition or refinance of the Unit Owner's interest, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. The objecting Unit Owner is also entitled to receive from the proceeds of a sale under this Section reimbursement for reasonable relocation costs, determined in the same manner as under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended from time to time, and as implemented by regulations promulgated under that Act.

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

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ARTICLE XIII BYLAWS

The provisions of the balance of Articles XIV through Article XVI, shall not only constitute a part of this Declaration, but also the Bylaws governing the Board and the Association.

ARTICLE XIV BOARD

14.01 Board. (a) The direction and administration of the Property shall be vested in a Board consisting of five (5) persons who shall be appointed or elected in the manner herein provided. The number of directors may be increased or decreased, provided that the number of member positions of the Board shall not be less than three (3) and not more than nine (9). The terms of at least one-third (1/3) of the members of the Board shall expire annually.

(b) Members of the Board shall be elected at large solely by, from and among the Voting Members. 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. In the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board. All directors must be members of the Association. Further, all directors must be in "good standing" which, for purposes of this Section 14.01(b) shall mean that the director shall not be indebted to the Lakeside Condominiums B Association in any amount. Members shall not be permitted to be a candidate for a director position at any election, and shall not be permitted to be a member of the Board, during any period of time which the member is delinquent or in arrears by failing to pay, when due, any common expense, common monthly maintenance assessments, or any other charge or amount due and owing to the Association including, but not limited to, any assessment, special assessment, late charge or late fee, fines, interest, attorneys fee, costs, damages, repair charges, expenses, or any other amount assessed or charged to the member or the member's Unit. As to any person who is a member of the Board, this provision shall take effect upon the failure of that director to pay any amount when due and after ten (10) day's written notice from the Board. If, at any time, a director is or becomes delinquent as aforesaid while a member of the Board, and the director fails to pay all delinquent amounts in full within ten (10) days after the date the Board sends notice to said director, the director will be deemed to have immediately resigned from the Board upon the expiration of the ten day period, and the remaining members of the Board of Directors may fill the vacancy in the manner provided in these Bylaws or by law.

(c) In all elections for members of the Board, each Voting Member shall be entitled to one vote for each position available. Cumulative voting shall not be allowed. Each vote shall correspond to the respective Unit's percentage ownership interest in the Common Elements. The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The election as between candidates receiving the same number of votes shall be determined by a separate run off vote for just those candidates. Each person elected to the Board shall serve for a term of two (2) years, provided that the terms of at least one-third (1/3) of the members of the Board shall expire annually. No director may be elected for a term of more than two years, but Board members may succeed themselves. 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.

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(d) Board Members may succeed themselves. Members of the Board shall receive no compensation for their services as director or an officer, but may be reimbursed for actual expenses incurred in performance of his or her duties.

(e) The Board shall elect from among its members for the term of one (1) year a President, who shall preside over both its meetings and those of the Voting Members, who shall be the chief executive officer of the Board and the Association, who shall receive notices to the Association, and who shall execute amendments to the condominium instruments and other documents; a Secretary, who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary; and a Treasurer who shall keep the financial records and books of account. The Board may member may elect from among its members such additional officers as the Board shall see fit to elect, including a Vice President who shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act or shall perform such other duties as shall from time to time be directed by resolution of the Board of Managers. The same Board member may hold two (2) offices during the same term, but not more than two. Officers may succeed themselves, and may be removed from office upon the affirmative vote of a majority of the Board. Thereupon the Board shall elect a successor to serve for the unexpired term of the office.

(f) Any Board director may be removed from office by, affirmative vote of the Voting Members having at least two-thirds (2/3rds) of the total votes, at any special meeting called for that purpose. Additionally, the Board shall have the right, by a majority of the Board, to remove a member from the Board if the member has been absent from three (3) consecutive meetings of the Board.

(g) Any vacancy occurring in the Board by reason of death, removal, or resignation of a member of the Board may be filled the remaining members of the Board to fill the vacancy by two-thirds vote until the next annual meeting of Unit Owners or for a period terminating no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term, and that a meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by unit owners holding 20% of the votes of the association requesting such a meeting, and the method of filling vacancies among the officers that shall include the authority for the members of the board to fill the vacancy for the unexpired portion of the term. Members of the Board may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. A Board member shall be deemed to have resigned upon the member ceasing to be a Unit Owner.

(h) Any director who ceases to be a member of the board, for any reason, shall immediately surrender and turnover to the Board all property and records of the Association in his or her possession, including, but not limited to, records, building keys and other keys, funds, checks, checkbooks, stationary, office or other equipment, and any other property or records of the Association. Any director who fails to immediately surrender and turnover all property and records of the Association shall be responsible for any and all expenses incurred by the Association as a result thereof, which expenses shall be charged to the director and shall be added to the Unit Owner's share of common expenses.

14.02. Board Meetings. (a) The Board shall meet at least four (4) times annually and at such other times as the Board deems necessary. Except as otherwise provided in this Declaration, the Association and the Property are to be managed by the Board, and the Board shall act by majority vote of those Board members present at its meetings when a quorum is initially present. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted

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by the President or in accordance with such resolutions as the Board may adopt. Special meetings of the Board may be called by the President or twenty-five percent (25%) of the members of the Board.

(b) Board members may participate in and act at any meeting of the Board in person, by telephonic means, or by use of any acceptable technological means whereby all persons participating in the meeting can communicate with each other; that participation constitutes attendance and presence in person at the meeting.

(c) Notice of every meeting of the Board shall be given to every Board member at least 48 hours prior thereto, unless the Board member waives notice of the meeting pursuant to Article XX or subsection (a) of Section 18.8 of the Act.

(d) Notice of every meeting of the Board shall be posted in entranceways, elevators, or other conspicuous places in the Association building at least 48 hours prior to the meeting of the Board. Notice of every meeting of the Board of managers shall also be given at least 48 hours prior to the meeting, or such longer notice as this Act may separately require, to: (i) each Unit Owner who has provided the Association with written authorization to conduct business by acceptable technological means, and (ii) to each other unit owner, as required by Article XX or by subsection (f) of Section 18.8 of the Act, by mail or delivery, and that no other notice of a meeting of the Board of managers need be given to any Unit Owner.

(e) Every meeting of the Board shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (i) 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) discuss the appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) discuss violations of rules and regulations of the Association, (v) discuss a Unit Owner's unpaid share of common expenses, or (vi) consult with the Association's legal counsel. Any vote on these matters shall take place at a meeting of the Board or portion thereof open to any Unit Owner.

(f) Only to the extent provided in the Act or by other law, any Unit Owner may record the proceedings at meetings of the Board or portions thereof required to be open by the Act by tape, film or other means. Only the open portion of meetings may be recorded. Any person using a recording device permitted by the Illinois Condominium Property Act to record an open portion of an Association meeting shall, before using the recording device, inform the Board that the person will be recording the meeting. The Board shall have the authority to adopt reasonable rules and regulations to govern the right to make such recordings and the use of recording devices at meetings. The Board shall have the authority to assess fines for violations of these rules, in addition to any other remedies available.

(g) The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as that term is defined in subdivision (a)(8)(iv) of Section 18 of the Act; and the Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within 7 business days after the emergency event, and (ii) the general description of the actions taken to address the event within 7 days after the emergency event.

14.03 Powers and Duties of Board of Managers. The Board of Managers shall exercise for the Association all powers, duties and authority vested in the Association by law or in this Declaration and Bylaws, except for such powers, duties and authority reserved by law to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following:

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(a) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (a) shall be deemed to invalidate any provision in the Declaration or Bylaws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The term "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such areas. Replacement of the common elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in item (iv) of subparagraph (8) of paragraph (a) of Section 18, if the improvement results in a proposed expenditure exceeding 5% of the annual budget, the board of managers, upon written petition by unit owners with 20% of the votes of the association delivered to the board within 21 days of the board action to approve the expenditure, shall call a meeting of the unit owners within 30 days of the date of delivery of the petition to consider the expenditure. Unless a majority of the total votes of the unit owners are cast at the meeting to reject the expenditure, it is ratified.

(b) To prepare, adopt and distribute the annual budget for the property.

(c) To levy and expend assessments. The Board shall approve expenditures at meetings of the Board, and may approve payment vouchers.

(d) To collect assessments from Unit Owners, which may include assessments for the Huntington Commons Association or the Lakeside Condominium Homeowners Association where the Board is required to assess or collect for those entities.

(e) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Association and the Common Elements. The Board may, but is not obligated, to engage the services of a manager or managing agent.

(f) To obtain adequate and appropriate kinds of insurance.

(g) To own, convey, encumber, lease, and otherwise deal with units conveyed to or purchased by it.

(h) To adopt and amend rules and regulations covering the details of the operation and use of the property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements for meeting of Association members or to Section 18(b) of the Act, except that no quorum is required at the meeting of the Unit Owners unless the declaration, bylaws or other condominium instrument expressly provides to the contrary. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of this Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a Unit. The Board may also adopt and amend rules and regulations (i) authorizing electronic delivery of notices and other communications required or contemplated by the Declaration, Bylaws or the Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (ii) authorizing each Unit Owner to designate

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an electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of members or Unit Owners which the Association is required to provide upon request pursuant to any provision of the Act or any condominium instrument of the Association. The Board may also adopt rules and regulations prohibiting members from harassing, intimidating, or verbally abusing Board members regarding Association or Board business, and/or to prohibit disrupting or interfering with any Board or members meeting, and to authorize assessing fines, costs, expenses, attorneys fees, and legal expenses to any member or unit owner determined to have violated such rules and in connection with enforcing such rules.

(i) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the property.

(j) To charge fees, set in the sole discretion of the Board, to be assessed to sellers of Units in connection with any sale of a Unit, including to provide information requested pursuant to the Illinois Condominium Property Act or assessment letters or otherwise.

(k) To have access to each unit from time to time as may be necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to other units, or to inspect the Unit and its condition or to provide any other services the Board deems necessary, and the Unit Owner and occupant shall not prohibit, deny, bar or interfere with access to the Board or its agents for any purpose. The Board in cases of emergencies or when no occupant is present, may gain access to the Unit in any manner it deems necessary or appropriate.

(l) To 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 real property of the condominium.

(m) To impose charges or late fees for late payment of a unit owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, including, but not limited to, fines, legal fees, expenses, repair charges and any other fee or charge assessed to the Unit or Unit Owner, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association. The Board shall have the discretion to make exceptions to or waive such additional charges in any circumstances the Board deems appropriate.

(n) By a majority vote of the entire Board of Managers, to assign the right of the Association to future income from common expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association.

(o) To record the dedication of a portion of the common elements to a public body for use as, or in connection with, a street or utility where authorized by the unit owners under the provisions of Section 14.2 of the Act.

(p) To record the granting of an easement for the laying of cable television cable where authorized by the unit owners under the provisions of the Act; to obtain, if available and determined by the board to be in the best interests of the Association, cable television service for all of the units of the condominium on a bulk identical service and equal cost per unit basis; and to assess and recover the expense as a common expense and, if so determined by the board, to assess each and every unit on the same equal cost per unit basis.

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(q) To seek relief on behalf of all unit owners when authorized pursuant to subsection (c) of Section 10 of the Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or changes of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body.

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

(s) The Board may enter into contracts or agreements it deems necessary or appropriate in accordance with its powers and duties. To the extent provided in the Act, 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 25% or more interest, unless notice of intent to enter the contract is given to Unit Owners within 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 20% of the Unit Owners, for an election to approve or disapprove the contract; such petition shall be filed within 30 days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this subsection, a Board member's immediate family means the Board member's spouse, parents, and children.

(t) The Board may accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board and shall distribute the notice to the Unit Owners within 7 days of the acceptance of the service by the Board. The service shall be effective as if each individual unit owner had been served individually with notice.

(u) The Board shall also have all powers and authorities provided by the Act and the Illinois Not For Profit Corporation Act.

ARTICLE XV MEMBERS (UNIT OWNERS)

15.01 Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Member shall be the Unit Owner or one of the group composed of all the Unit Owners of a Unit Ownership or may be some person designated by such Unit Owners to act as proxy on his or their behalf and who need not be a Unit Owner. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator or by written notice to the Board by the Unit Owner or Unit Owners. Any or all Unit Owners of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the Unit Ownership may vote or take any other action as a Voting Member either in person or by proxy where proxy is permitted. 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 is 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 if any one of the multiple Owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. The total number of votes of all Voting Members shall be 100, and each Unit shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to the Unit Ownership. The Association,

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whether or not incorporated, shall have one class of membership only, and nothing contained in this Declaration shall permit or allow different classes of membership among the Unit Owners.

15.02 Meetings. (a) Meetings of the Unit Owners and Voting Members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of the meeting. The presence in person or by proxy at any meeting of Unit Owners having at least twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes represented at such meeting, and any reference in this Declaration to a vote of the Voting Members or Unit Owners shall refer to the number of votes cast.

(b) An annual meeting of the Voting Members shall be held on or about the date of the anniversary first meeting of Voting Members, or such other reasonable time or date as may be designated by notice of the Board. A purpose of the annual meeting shall be to elect members of the Board. Special meetings of the Association members can be called by the President, the Board, or by 20% of Unit Owners, for the purpose of any matter upon which requires action by the Unit Owners.

15.03 Notices of Meetings. Written notice of any membership meeting shall be mailed or delivered giving members no less than 10 and no more than 30 days notice of the time, place and purpose of such meeting except that notice may be sent by electronic transmission consented to by the Unit Owner to whom the notice is given, provided the director and officer or his agent certifies in writing to the delivery by electronic transmission. Where notice is sent by mail, the notice shall be sent to the Unit address, or other address provided in writing by the Unit Owner to the Association.

15.04 Elections.

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

(b) Any proxy distributed for Board elections by the Board, if any, shall give Unit Owners the opportunity to designate any person as the proxy holder, and gives the Unit Owner the opportunity to express a preference for any of the known candidates for the board or to write in a name.

(c) (i) The following shall apply to voting at elections of the Board:

(A) Except as provided in subparagraph (B) of this subparagraph (c)(i) in connection with Board elections, a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact; that the proxy must bear the date of execution and, unless the written proxy itself provides otherwise, is invalid after 11 months from the date of its execution. To the extent rules adopted by the Board expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Unit Owner or the Unit Owner's proxy. Any proxy distributed for Board elections by the Board shall give Unit Owners the opportunity to designate any person as the proxy holder, and gives the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

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(B-1) Upon a rule adopted at least 120 days before a Board election, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in this Declaration or by a rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than seven (7) days before the ballots are mailed or otherwise distributed to Unit Owners. Every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot. A ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other permitted means of delivery may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner.

(B-2) Upon a rule adopted at least 120 days before a Board election, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means as defined in Section 2 of the Act. The instructions regarding the use of acceptable technological means for voting shall be distributed to all Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots, which deadline shall be no more than seven (7) days before the instructions for voting using acceptable technological means is distributed to Unit Owners. Every instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. A Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby voiding any vote previously submitted by that Unit Owner.

(C) If a written petition by Unit Owners with at least 20% of the votes of the Association is delivered to the Board within 30 days after the Board's approval of a rule adopted pursuant to subparagraph (B-1) or subparagraph (B-2) of this Section 6, the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition, and unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

(D) The votes cast by ballot under subparagraph (B-1) or electronic or acceptable technological means under subparagraph (B-2) of this subparagraph (c)(i) 6 are valid for the purpose of establishing a quorum;

(d) Upon adoption of the appropriate rules by the Board, the Association may 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 adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot; and further, that 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.

15.05 Miscellaneous. (a) In the event of a resale of a Unit the purchaser of a Unit from a seller other than the developer pursuant to an installment contract for purchase shall during such times as he or

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she resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents to establish that the contract is a bona fide installment contract. For purposes of this subsection, "installment contract" shall have the same meaning as set forth in Section 1 (e) of the Dwelling Unit Installment Contract Act.

(b) No merger or consolidation of the Association; the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially, all of the property and assets of the Association; or the purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of not less than two-thirds (2/3rds) the votes of Unit Owners at a meeting duly called for that purpose.

(c) 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 Instruments, or the Act, shall require instead the specified percentage by number of Units rather than the percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

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

ARTICLE XVI

ASSESSMENTS - MAINTENANCE FUND

16.01 Assessments. (a) Assessments shall consist of: (i) general assessments levied monthly or at such other intervals as the Board deems appropriate in such amounts as the Board deems necessary in its judgment to cover all estimated Common Expenses as provided or allowed in the Declaration or Act; (ii) special (separate) assessments which may be levied for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, maintenance, repairs and replacements, unexpected repair or replacement of a capital improvement upon the Common Elements including the necessary fixtures and personal property related thereto, and/or for any other reason; and (iii) limited assessments which may be levied upon a limited number of Unit Owners for the purpose of defraying, in whole or in part, the cost of maintenance, repair or replacement of the Limited Common Elements related and appurtenant to said Unit or Units pursuant to the Declaration. The term "assessment" as used in this Declaration may refer to any or all of the foregoing. The Board shall have the authority to adopt, at any time, separate or special assessments as deemed necessary by the Board, subject to any provisions in this Declaration or in the Act for adopting separate or special assessments. The Board and the Association shall have no authority to forbear the payment of assessments by any Unit Owner.

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(b) The foregoing assessments shall also include the assessments due and owing to the Lakeside Condominium Homeowner's Association and/or the Huntington Common Association to the extent the Association is required to assess or collect those assessments from Unit Owners pursuant to The Huntington Commons Association Declaration of Covenants, Conditions and Restrictions and the Declaration of Easements, Restrictions and Covenants for Lakeside Condominium Homeowner's Association. Those assessments shall be added to and deemed a part of the Unit and Unit Owner's share of Common Expenses. It is expressly intended that neither the Hunting Commons Association nor the Lakeside Condominium Homeowner's Association shall be a third-party beneficiary of this Declaration by this paragraph.

16.02 Estimated Annual Budget and Assessments. (a) Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of all Common Expenses which will be required during the ensuing Calendar year for the rendering of all services, for all equipment, supplies, materials, repairs and maintenance together with an amount for reasonable reserves for contingencies, replacements for capital expenditures and deferred maintenance for repair and replacement of the Common Elements. The annual budget shall set forth with particularity, all anticipated Common Expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each unit owner shall receive, at least 25 days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estates taxes. The estimated annual budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in the Declaration.

(b) On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit and Unit Owner (jointly and severally if more than one person constitutes the Unit Owner of a Unit) shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12th) of the assessment against his Unit Ownership made pursuant to this Section. On or before April 1 of each year, the Board shall 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 reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves. At the end of an Association's fiscal year and after the Association has approved any end-of-year fiscal audit, if applicable, if the fiscal year ended with a surplus of funds over actual expenses, including budgeted reserve fund contributions, then the Board has the authority, in its discretion, to dispose of the surplus in one or more of the following ways: (i) contribute the surplus to the Association's reserve fund; (ii) return the surplus to the Unit Owners as a credit against the remaining monthly assessments for the current fiscal year; (iii) return the surplus to the Unit Owners in the form of a direct payment to the Unit Owners; or (iv) maintain the funds in the operating account, in which case the funds shall be applied as a credit when calculating the following year's annual budget. If the fiscal year ends in a deficit, then the Board has the authority, in its discretion, to address the deficit by incorporating it into the following year's annual budget. If 20% of the Unit Owners of the Association deliver a petition objecting to the action under this subparagraph (b) with regard to surplus or deficit within thirty (30) days after notice to the Unit Owners of the action, the Board shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition. At the meeting, the Unit Owners may vote to select a different option than the option selected by the Board. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the Board's selection and select a different option, the Board's decision is ratified.

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16.03 Reserves and Adjustments. (a) The Board shall establish and maintain a reasonable reserve for contingencies, replacements, capital expenditures and deferred maintenance for repair and replacement of the Common Elements. All budgets adopted by the Board shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of reserves appropriate for an association, the board of managers shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and common elements, and energy systems and equipment; (ii) the current and anticipated return on investment of association funds; (iii) any independent professional reserve study which the association may obtain; (iv) the financial impact on unit owners, and the market value of the condominium units, of any assessment increase needed to fund reserves; and (v) the ability of the association to obtain financing or refinancing.

(b) The Board shall have the authority, in its discretion, to use reserve funds for any expense of the Association, including maintenance, repair, and replacement, and any contingency, or expense authorized by the Declaration or the Act.

16.04 Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein set forth, whenever the same shall be determined. In the absence of an annual estimate or adjusted estimate, the Unit Owner shall continue to pay the assessment charge at the then existing monthly rate established for the previous period until the new monthly assessment payment is established and due not less than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered to the Owners. Any budget and all amounts due are due for the entire year. Any increase in monthly payment will be retroactive and immediately due.

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

16.06 Unit Owner Obligation for Assessments. (a) Each Unit Owner by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance of such Unit, covenants and agrees and shall be deemed to have agreed to pay to the Association such assessments and charges as are levied pursuant to the provisions of this Declaration and the Bylaws and rules and regulations of the Association. Such assessments, late fees, fines, penalties, damage charges, repairs, and any other charges, together with interest thereon and the cost of collection and attorneys fees, if any as hereinafter provided, shall be a charge and continuing lien upon the Unit against which such assessment or charge is made and upon the Unit Ownership appurtenant thereto. Each such assessment, late fee, fine, penalty, damage charge, repair, and any other charge together with interest and costs and attorneys' fees, shall also be the personal obligation of the member who was the Owner (and the joint and several obligation of more than one Owner) of such Unit at the time when the assessment fell due.

(b) If a Unit Owner is in default in the monthly payment of the aforesaid assessments, fines, penalties, damage charges, repairs, and any other charges for thirty (30) days, the members of the Board

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may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due any late payment charges imposed as herein provided or as provided in the rules, the costs of said suit, and other fees and expenses, together with interest at the rate provided hereinafter, and all attorneys' fees and administrative or management fees. Except to the extent prohibited by 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 and the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force and have such priority when and as provided in the Act

(c) The purchaser of a Unit at a judicial foreclosure sale, or a mortgagee who receives title to a unit by deed in lieu of foreclosure or judgment by common law strict foreclosure or otherwise takes possession pursuant to court order under the Illinois Mortgage Foreclosure Law, shall have the duty to pay the Unit's proportionate share of the Common Expenses for the Unit assessed from and after the first day of the month after the date of the judicial foreclosure sale, delivery of the deed in lieu of foreclosure, entry of a judgment in common law strict foreclosure, or taking of possession pursuant to such court order. Except as provided otherwise in the Act (which shall control), the purchaser of a Unit at a judicial foreclosure sale, other than a mortgagee, who takes possession of a Unit pursuant to a court order or a purchaser who acquires title from a mortgagee shall have the duty to pay the proportionate share, if any, of the common expenses for the Unit which would have become due in the absence of any assessment acceleration during the 6 months immediately preceding institution of an action to enforce the collection of assessments, and which remain unpaid by the owner during whose possession the assessments accrued. If the outstanding assessments are paid at any time during any action to enforce the collection of assessments, the purchaser shall have no obligation to pay any assessments which accrued before he or she acquired title.

(d) In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay its proportionate share of the assessments or the Common Expenses or any other assessments or charges required to be paid hereunder when due, such rights and remedies shall include: (i) the right to enforce the collection of such defaulting Unit Owner's share of such charges and assessments (whether due by acceleration or otherwise), together with interest thereon, all fees and costs (including all attorneys' fees and management fees) incurred in the collection thereof; (ii) the right, by giving such defaulting Unit Owner five (5) days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; (iii) the right to take possession of such defaulting Unit Owner's interest in the Property to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in Article IX of the Illinois Code of Civil Procedure, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses, the defaulting Unit Owner to be liable for all attorneys' fees and Court costs in any such action; and (iv) the right to impose charges for late payments on any past due amounts. In addition to any late charges which may be imposed, the Board may also assess interest on any amounts due and owing to the Association from the date the amount was past due and late, at the rate of eight percent (8%) per annum.

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(e) The remedies herein provided shall be in addition to, and not exclusive of, the remedies provided in Article XIX of the Declaration, the Act, or any other statute or law.

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

16.08 Unit Owner Statement of Account. Upon 10 days notice to the Board or the manager, if any, and payment of a reasonable fee, any Unit Owner shall be furnished a statement of the Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

ARTICLE XVII BOOKS AND RECORDS

17.01. The Board shall keep and maintain the books and record of the Association. The Board shall keep full and correct books of account of the receipts and expenditures affecting the Common Elements and operation of the Association and the Property.

(a) To the extent provided for and required by the Act, the Board shall keep and maintain the following records, or true and complete copies of these records, at the Association's principal office:

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

(b) Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (1), (2), (3), (4), (5), (6), and (9) of subsection (a) of this section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board or its authorized agent, stating with particularity the records sought to be examined. Failure of an Association's Board to make available all records so requested within ten (10) business days of receipt of the member's written request shall be deemed a denial. Any member who prevails in an enforcement action to compel examination of records described

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in subdivisions (1), (2), (3), (4), (5), (6) and (9) of subsection (a) of this section shall be entitled to recover reasonable attorney's fees and costs from the Association.

(b-1) As used in this Section, "commercial purpose" means the use of any part of a record or records described in subdivisions (7) and (8) of subsection (a) of this Section, or information derived from such records, in any form for sale, resale, or solicitation or advertisement for sales or services.

(c) Except as otherwise provided in subsection (e) of this section, any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (7) and (8) of subsection (a) of this section, in person or by agent, at any reasonable time or times but only for a purpose that relates to the Association, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined. As a condition for exercising this right, the Board or authorized agent may require the member to certify in writing that the information contained in the records obtained by the member will not be used by the member for any commercial purpose or for any purpose that does not relate to the association. The Board may impose a fine in accordance with item (l) of Section 18.4 of the Act upon any person who makes a false certification. Subject to the provisions of subsection (e) of this section, failure of the Board to make available all records so requested within ten (10) business days of receipt of the member's written request shall be deemed a denial; provided, however, that the board of managers of an association that has adopted a secret ballot election process as provided in Section 18 of the Act shall not be deemed to have denied a member's request for records described in subdivision (8) of subsection (a) of this section if voting ballots, without identifying unit numbers, are made available to the requesting member within ten (10) business days of receipt of the member's written request. Any member who prevails in an enforcement action to compel examination of records described in subdivisions (7) or (8) of subsection (a) of this section shall be entitled to recover reasonable attorney's fees and costs from the Association only if the court finds that the Board acted in bad faith in denying the member's request.

(d) The actual cost to the Association of retrieving and making requested records available for inspection and examination under this section may be charged by the Association to the requesting member. If a member requests copies of records requested under this section, the actual costs to the Association of reproducing the records may also be charged by the Association to the requesting member.

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

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

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(f) Notwithstanding the foregoing, the provisions of the Act shall govern and control the keeping and records and availability for inspection and copying by members. In the event that any of the provision of this Article XVII, Sections (a) through (e), are inconsistent with the Act, the provisions of the Act shall control and apply, even to the extent the provisions in the Act are less restrictive or less favorable to any party that the provisions herein.

ARTICLE XVIII

USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS

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

18.01 General Use. No part of the Property or any Unit shall be used other than for the purpose of a single family residence. Each Unit shall be used by the occupant only for a purpose or purposes permitted by this Declaration and by the requirements, including zoning requirements, applicable thereto and for no other purposes.

18.02 Obstruction of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be stored therein, nor shall anything be constructed in or removed therefrom, without the prior written consent of the Board. Further, the use of each Unit and the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of this Declaration, the Bylaws and the rules and regulations promulgated from time to time by the Developer, the Trustee or the Board.

18.03 Unit Maintenance. Each Unit Owner shall clean, maintain and keep his Unit and Limited Common Elements in good condition in a clean and sanitary condition, free from litter, debris or vermin. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or the Property, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in any Unit or in the Common Elements which results 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.

18.04 Vehicle Parking & Storage. The Board shall have the right and authority to adopt regulations regarding use of storage areas and use of Parking Areas and Parking Spaces, including, but not limited to, regulating the type and size of vehicles which may be parked in the Parking Area and Parking Spaces, and to adopt rules and regulations relating to the use of the garage and parking spaces, including, but not limited to, rules providing: that vehicles may not be kept in a parking space without being moved for more than thirty (30) days, or any other amount of time set by the Board, without prior approval of the Board; that vehicles parked in the garage and parking spaces shall be properly registered with the State with current license plates displayed and properly registered with the Village with current Village sticker displayed and registered with the Association with a building sticker displayed; that, upon notice from the Board, the residents and owners must remove their vehicles from the garage and parking space at any time the Association shall perform cleaning, maintenance, repair, replacement, or any other work in the garage or parking spaces that requires removal of one or more vehicles; and that the Board shall have the authority to assess fines, and to tow or remove the violating vehicle from the premises at the owner's expense, for

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violation of these provisions and any rules or regulations relating to parking and use of vehicles in the garage and common elements

18.05. Exterior Attachments. (a) A Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building or on any balcony, and no sign, awning, canopy, shutter, or other object shall be affixed to or placed upon the ground, exterior walls or roof or any part thereof or elsewhere visible to the general public without the prior written consent of the Board.

(b) Display of American Flag or Military Flag: Notwithstanding any provision in the Declaration, Bylaws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, and only to the extent restricted in the Act or other applicable statute or law, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the Limited Common Elements and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used in this Section: "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component; and "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. To the extent the Act or other statute or law does not prohibit the Board from restricting or prohibiting flags, the Board may then adopt and amend rules restricting or prohibiting flags in or on the Common Elements, notwithstanding this provision.

18.06 Pets. No dogs, animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit, the Limited Common Elements, or the Common Elements, except that other customary household pets, (other than dogs) may be kept in Units, subject to rules and regulations adopted by the Board, provided that permitted pets are not kept, bred, or maintained for any commercial purpose. All dogs are prohibited on the Association Property. Any allowed pet causing or creating a nuisance or unreasonable disturbance as determined solely by the Board shall be permanently removed from the Property upon three (3) days' written notice from the Board to the Unit Owner.

18.07 Window and Door Coverings. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to any Unit, whether by draperies, shades or other items visible from the exterior of the Building in which the Unit is located shall be subject to the rules and regulations of the Board.

18.08 Floor Coverings, Wall Coverings/Treatment. The Unit Owner of any Unit or portion thereof which is located above another Unit owned by another Unit Owner shall, maintain floor covering of a minimum standard to prevent sound or noise transmission. Wall and floor covering shall be installed where

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necessary and maintained to prevent such sound or noise transmission. The Board rules may include specifications and requirements for floor and wall coverings and noise or sound transmission including by subjective standards.

18.09 Nuisance. No noxious or offensive activities, shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

18.10 Personal Effects. There shall be no playing, lounging, parking of carriages, bicycles, wagons, tools, vehicles, benches or chairs on any part of the Common Elements, except as may be permitted by the Board by the rules and regulations.

18.11 Commercial Activities. No industry business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit.

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

18.13 Structural Alterations. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building thereto or which would structurally change any Building, except as otherwise provided herein.

18.14 Exceptions. The Unit restrictions in Sections 18.01 and 18.11 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his or her professional library therein; (b) keeping his or her personal business or professional records or accounts therein; or (c) handling his or her 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 18.01 and 18.10.

18.15 Use by Owners, Occupants, Guests and Invitees. Except as may be otherwise provided for Limited Common Elements, each Unit Owner and Unit occupant, and the tenants, guests and invitees of each shall have the non-exclusive right to use and enjoy the Common Elements in common with all other Unit Owners and occupants, subject to the terms and provisions hereof.

18.16 Reference. All reference to "Unit Owner" in this Article XVIII shall not only apply to a Unit Owner but shall also include any persons properly occupying or residing in a Unit and all guests and invitees of the foregoing.

18.17 Lakeside Condominium Homeowner's Association and The Hunting Commons Association. Each Unit is also a part of the Lakeside Condominium Homeowners Association and The Hunting Commons Association, pursuant to their respective recorded declaration of covenants.

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ARTICLE XIX REMEDIES

19.01 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 any other rights provided for in this Declaration, or by the Act or any law:

(a) To enter upon the Unit, or any portion of 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 Unit Owner, any structure, thing or condition that may exist thereupon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy appropriate legal proceedings, either at law or equity the continuance of any breach; or

(c) To take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law. All rights and remedies set forth in the following section, including Section 19.02, shall apply to actions in this Section.

19.02 Available Remedies for Default. In the event of any default by any Unit Owner under the provisions of the Act, this Declaration, the Bylaws or the rules and regulations adopted pursuant to this Declaration, the Board or its agents shall have each and all of the rights and remedies which may be provided in the Act, this Declaration, the Bylaws or said rules and regulations or which may be available at law or in equity including an action for possession under the Forcible Entry and Detainer Act, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement or foreclosure of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for the right of possession of the Unit and sale of the Unit as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions, proceedings, or self-help, including all court costs and all actual attorneys' fees, costs, expenses, and all other expenses and damages, liquidated or otherwise, together with any interest thereon that may be assessed as provided in this Declaration, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses. The Board shall have a lien for all of the foregoing, as well as for nonpayment of a Unit Owner's respective share of the Common Expenses and all other charges and amounts due, provided, however, that such lien shall be subordinate to the lien of a first mortgage held by a first mortgagee on the interest of such Unit Owner, except as otherwise allowed by any statute or law. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, by the Association or the Board.

19.03 Fines. If any Owner (either by his own conduct or by the conduct of any occupant of the Owner's Unit or by the conduct of a guest, invitee, employee or agent) shall violate any of the covenants, restrictions or provisions of this Declaration, or the rules and regulations adopted by the Board, the Board shall have the authority, after notice and an opportunity to be heard, to levy fines for such violation. All fines levied pursuant to this paragraph shall be charged to and assessed against such defaulting Owner and shall

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be added to and deemed part of his annual assessments, and the Association shall have a lien for all of the same upon the Unit of such defaulting Owner as set forth in this Declaration.

19.04 Failure to Enforce. Failure by the Association to enforce any covenant or restriction contained herein, or any rule or regulation adopted by the Board, shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XX

USE OF TECHNOLOGY & ELECTRONIC NOTICING

20.01 The following provision shall apply regarding consents, noticing, and communication by and between the Association, Unit Owners and other persons:

(a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under the Declaration, Bylaws, rules and regulations, any other condominium instrument of the Association, or any provision of the Act may be accomplished using the technology generally available at that time. This Article shall govern the use of technology in implementing the provisions of any condominium instrument or any provision of that Act concerning notices, signatures, votes, consents, or approvals.

(b) The Association, Unit Owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under the Declaration, Bylaws, rules and regulations, any other condominium instrument of the Association, or any provision of the Act by use of any technological means that provides sufficient security, reliability, identification and verifiability.

(c) A verifiable electronic signature satisfies any requirement for signature under the Declaration, Bylaws, rules and regulations, any other condominium instrument of the Association, or any provision of the Act.

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

(e) Subject to other provisions of law, no action required or permitted by the Declaration, Bylaws, rules and regulations, any other condominium instrument of the Association, or any provision of the Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Managers

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

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

ARTICLE XXI AMENDMENTS

21.01 Amendments. The provisions of this Declaration and/or the Bylaws may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Voting Members having at least three fourths (3/4ths) of the total vote, and certified by the Secretary of the Board; or by the affirmative vote of three-fourths (3/4) of the total vote of the members at a meeting of the membership called for the purpose of amending the Declaration or Bylaws. The amendment shall be effective upon being filed with the Recorder of Deeds of Cook County, Illinois.

21.02 Amendment By Board. Notwithstanding any other provision of this Declaration, the Board may amend this Declaration without approve or vote of the Unit Owners, to conform any provision herein to the provisions of the Act if any provision is inconsistent with the Act. The Board may also amend this Declaration to the extent otherwise authorized by the Act.

ARTICLE XXII GENERAL PROVISIONS

22.01 Notice to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed. In addition to any requirements provided for elsewhere in this Declaration, upon written notice provided by any mortgagee to the Association to approve amendments, the approval of the requesting mortgagee shall be required for any amendments to this Declaration of a material nature. All procedures for obtaining such approval and consent as provided in the Act shall apply.

The Board of Managers and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid on the interest so foreclosed at the foreclosure sale, and to acquire and hold, lease, mortgage and convey it.

Each mortgagee or other lienholder of a Unit shall provide an address to the Association at the time the lien or mortgage is recorded at which address the Association shall send notice to such mortgagee or lienholder if required to send such notice. Within 15 days of the recording of a mortgage or trust deed against a Unit Ownership given by the Owner of that unit to secure a debt, the Owner shall inform the Board of Managers of the identity of the lender together with a mailing address at which the lender can receive notices from the Association.

22.02 Notices. Notices provided for in the Act, this Declaration or the Bylaws to the Association shall be in writing and shall be mailed or personally delivered and addressed to the Board, c/o its President or Secretary, at his or her Unit or at the Association building office. Notices provided for in the Act, this Declaration or the Bylaws to Unit Owners, except as otherwise provided in the Declaration or Bylaws, shall be provided by acceptable technological means or other methods as authorized by the herein if Unit Owner consents pursuant to Article XX, or shall be mailed or personally delivered to Unit Owner at the Unit or at such other address of which notice has been provided by the Unit Owner. When mailed, the notice shall be deemed delivered three (3) business days after depositing in the U.S. Mail.

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22.03 Notice to Decedent. Notices required to be given any devisee or personal representative of a deceased Unit Owner if known may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered. The Association has no duty of inquiry to determine such information.

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

22.05 Severability. If any provisions of the Declaration or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and the Bylaws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

22.06 Perpetuities and Other Rules of Property. If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate: (a) the Rule against Perpetuities or some analogous statutory provision; or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living lawful descendants of the incumbent Mayor of the City of Chicago and the incumbent President of the United States.

22.07 Liens. In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien.

The owner of such Unit shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board of Managers of the Association other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board of Managers or the Association, if any, shall be limited to his proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his Unit, or caused by his own conduct.

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

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

22.10 Land Trust. In the event title to any Unit Ownership is conveyed to a titleholding trust under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time personally shall

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be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration or the Bylaws against such Unit Ownership. No claim shall be made against any titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

IN WITNESS WHEREOF, the Unit Owners being at least seventy-five percent (75%) of the total unit ownership, pursuant to the attached signatures, have hereby approved executed this instrument as of this the 16 day of May, 2018.

LAKESIDE CONDOMINIUM "B" ASSOCIATION

BY: [Signature]
Its President

ATTEST: Rita Mistkin

Title: Secretary

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AFFIDAVIT OF OFFICER

The undersigned, on oath, state that I have personal knowledge of the facts in this Affidavit and could testify to the same if necessary; and further state that I am an Officer of the Board of Managers of Lakeside Condominium B Association, and certify that signatures attached to this Amended & Restated Declaration represent Unit Owners being at least three-fourths of the total Unit Owners in the Association.

I further certify that, pursuant to Section 27(a)(ii) of the Illinois Condominium Property Act, notice of the Amended & Restated Declaration and request to approve was mailed by certified mail to all mortgagees and lien holders of record on January 31, 2018, and that all mortgagees and lien holders have consented in accordance with said Section 27(a)(ii).

IN WITNESS WHEREOF, I have sent my hand and seal as the an Officer of this Association on this 13th day of August, 2018.

[Handwritten Signature]
President
Title

SUBSCRIBED AND SWORN to before me
this 13th day of August, 2018.

Elsa M Blanco
NOTARY PUBLIC



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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

The undersigned, being Unit Owners in the Lakeside Condominium "B" Association, do hereby approve the foregoing Amended and Restated Declaration of Condominium Ownership And Bylaws For Lakeside Condominium "B" Association, and hereby authorize the attachment of this signature page to the Amended and Restated Declaration and Bylaws.

OWNER NAMES

Unit Number

Michael Gaborcewsky (signatures) Unit 101

MICHAŁ GABORCEWSKI (printed names)

_____ (signatures) Unit 102

renter Rence owner

_____ (printed names)

Patricia A Joyce (signatures) Unit 103 -

PATRICIA A JOYCE (printed names)

Dariusz Wielobob (signatures) Unit 104

DARIUSZ WIELOBOB (printed names)

Donna M Eichenberg (signatures) Unit 105 -

DONNA M EICHENBERG (printed names)

William W Britton III (signatures) Unit 106 -

WILLIAM W BRITTON III (printed names)

Oliver Kapelski (signatures) Unit 107 -

Polozyska

OLIVER KAPELSKI (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

The undersigned, being Unit Owners in the Lakeside Condominium "B" Association, do hereby approve the foregoing Amended and Restated Declaration of Condominium Ownership And Bylaws For Lakeside Condominium "B" Association, and hereby authorize the attachment of this signature page to the Amended and Restated Declaration and Bylaws.

OWNER NAMES

Unit Number

_____(signatures) Unit 101

_____(printed names)

_____(signatures) Unit 102 

Renee Robak_____(printed names)

_____(signatures) Unit 103

_____(printed names)

_____(signatures) Unit 104

_____(printed names)

_____(signatures) Unit 105

_____(printed names)

_____(signatures) Unit 106

_____(printed names)

_____(signatures) Unit 107

_____(printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

_(signatures) Unit 101

_(printed names)

_(signatures) Unit 102

_(printed names)

_(signatures) Unit 103

_(printed names)

_(signatures) Unit ~~104~~ 105

_(printed names)

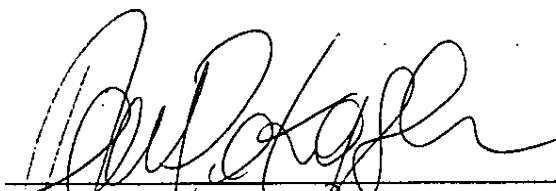
_(signatures) Unit ~~105~~ 104

_(printed names)

_(signatures) Unit 106

_(printed names)

_(signatures) Unit 107 *Rambal*



AGNES (ANESSA) POKORSKA (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

_____(signatures) Unit 108

_____(printed names)

SECONDO MANONI
MARIA MANONI _____(signatures) Unit 109

Secondo Manoni
Maria Manoni _____(printed names)

_____(signatures) Unit 110

_____(printed names)

_____(signatures) Unit 111

_____(printed names)

_____(signatures) Unit 112

_____(printed names)

_____(signatures) Unit 113

_____(printed names)

_____(signatures) Unit 114

_____(printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

Zygmunt Khodovs (signatures) Unit 108
KHODOVSKI (printed names)

_____ (signatures) Unit 109 *member UNIT 208 Bldg A Manville*
 _____ (printed names)

AMB *Gina M. Barton* (signatures) Unit 110
~~Gina M. Barton~~
Gina M. Barton (printed names)

Timothy D. Spelberg (signatures) Unit 111 *OK*
Timothy D. Spelberg (printed names)

_____ (signatures) Unit 112 *rental*
 _____ (printed names)

Rita Mishkin (signatures) Unit 113 *Rita*
RITA MISHKIN (printed names)

_____ (signatures) Unit 114 *Glennda*
 _____ (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

The undersigned, being Unit Owners in the Lakeside Condominium "B" Association, do hereby approve the foregoing Amended and Restated Declaration of Condominium Ownership And Bylaws For Lakeside Condominium "B" Association, and hereby authorize the attachment of this signature page to the Amended and Restated Declaration and Bylaws.

OWNER NAMES

Unit Number

_____(signatures) Unit 108

_____(printed names)

_____(signatures) Unit 109

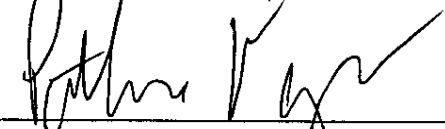
_____(printed names)

_____(signatures) Unit ¹¹⁴~~110~~

Kevin Wagner_____(printed names)

_____(signatures) Unit ¹¹⁴~~111~~

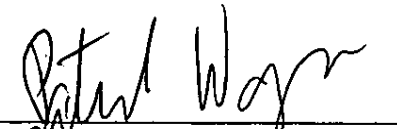
Heather Welch_____(printed names)

_____(signatures) Unit ¹¹⁴~~112~~

PATRICIA_____(printed names)

_____(signatures) Unit ¹¹⁴~~113~~

_____(printed names)

X _____(signatures) Unit 114

X PATRICK WAGNER_____(printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

B. J. [Signature] (signatures)

Unit 115

BARTOSZ GRABOWSKI (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

[Signature] (signatures) Unit 201 -
Jesus Hernandez (printed names)

____ (signatures) Unit 202 -
 ____ (printed names)

Anthony Brancato (signatures) Unit 203 -
ANTHONY BRANCATO (printed names)

A. Skura (signatures) Unit 204 -
AGNIESZKA SKURA (printed names)

____ (signatures) Unit 205 -
 ____ (printed names)

____ (signatures) Unit 206 *renter*
 ____ (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

Bonnie Leung (signatures) Unit 207

BOGUSLAWA RAMZIA (printed names)

Douglas A. Seligman (signatures) Unit 208

DOUGLAS A. SELIGMAN (printed names)

Tomasz Dzw (signatures) Unit 209

TOMASZ DOBROWOLSKI (printed names)

____ (signatures) Unit 210 *reinter*

____ (printed names)

+ Joe Gagliardi (signatures) Unit 211

JOE-GAGLIARDI (printed names)

Pat Arce (signatures) Unit 212 *PAT*

PAT ARCE (printed names)

Blandyna Mis (signatures) Unit 213

Blandyna Mis (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

_____ (signatures) Unit 207

_____ (printed names)

Douglas A. Seligman (signatures) Unit 208

DOUGLAS A. SELIGMAN (printed names)

_____ (signatures) Unit 209

_____ (printed names)

Anna Symonek (signatures) Unit 210

ANNA SZYMANEK (printed names)

_____ (signatures) Unit 211

_____ (printed names)

_____ (signatures) Unit 212

_____ (printed names)

_____ (signatures) Unit 213

_____ (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

The undersigned, being Unit Owners in the Lakeside Condominium "B" Association, do hereby approve the foregoing Amended and Restated Declaration of Condominium Ownership And Bylaws For Lakeside Condominium "B" Association, and hereby authorize the attachment of this signature page to the Amended and Restated Declaration and Bylaws.

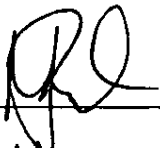
OWNER NAMES

Unit Number

 (signatures) Unit 214 ✓
RONALD MAGEL (printed names)

_____ (signatures) Unit 215 ✓
 _____ (printed names)

_____ (signatures) Unit 216, June
 _____ (printed names)

 (signatures) Unit 217 ✓
NEVENA PAVLOVIC (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

_____(signatures) Unit 214

_____(printed names)

Anna Luchezko (signatures) Unit 215

Anna Blat (printed names)

_____(signatures) Unit 216

_____(printed names)

_____(signatures) Unit 217

_____(printed names)

_____(signatures) Unit 301

_____(printed names)

_____(signatures) Unit 302

_____(printed names)

_____(signatures) Unit 303

_____(printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

Property of Cook County Clerk's Office

David Bunn

(signatures)

Unit 301

David Bunn

(printed names)

Barbara Gyzka

(signatures)

Unit 302

BARBARA GYZKA

(printed names)

_____ (signatures)

Unit 303

Nichole

_____ (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION


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OWNER NAMES

Unit Number

Anna Symonek Anna SYMONEK (signatures) Unit 304
ANNA SYMONEK (printed names)

____ (signatures) Unit 305 *Rented* 
____ (printed names)

____ (signatures) Unit 306 *Rented* 
____ (printed names)

Antonina Gonzalez (signatures) Unit 307
ANTONIA GONZALEZ (printed names)

____ (signatures) Unit 308 *Done*
____ (printed names)

John A. Glen (signatures) Unit 309
John A. Glen (printed names)

~~*Denata Basic*~~ * (signatures) Unit 310 *Rented*
DENATA BASIC (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

The undersigned, being Unit Owners in the Lakeside Condominium "B" Association, do hereby approve the foregoing Amended and Restated Declaration of Condominium Ownership And Bylaws For Lakeside Condominium "B" Association, and hereby authorize the attachment of this signature page to the Amended and Restated Declaration and Bylaws.

OWNER NAMES

Unit Number

_____ (signatures) Unit 304

_____ (printed names)

_____ (signatures) Unit 305

_____ (printed names)

_____ (signatures) Unit 306

_____ (printed names)

Nichole M. Martin _____ (signatures) Unit 307

Nichole M. Martin _____ (printed names)

(2/27/17)

_____ (signatures) Unit 308

_____ (printed names)

_____ (signatures) Unit 309

_____ (printed names)

_____ (signatures) Unit 310

_____ (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

Anna Szymonek (signatures) Unit 304
ANNA SZYMANEK (printed names)

_____ (signatures) Unit 305
 _____ (printed names)

_____ (signatures) Unit 306
 _____ (printed names)

_____ (signatures) Unit 307
 _____ (printed names)

_____ (signatures) Unit 308
 _____ (printed names)

_____ (signatures) Unit 309
 _____ (printed names)

_____ (signatures) Unit 310
 _____ (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

The undersigned, being Unit Owners in the Lakeside Condominium "B" Association, do hereby approve the foregoing Amended and Restated Declaration of Condominium Ownership And Bylaws For Lakeside Condominium "B" Association, and hereby authorize the attachment of this signature page to the Amended and Restated Declaration and Bylaws.

OWNER NAMES

Unit Number

_____ (signatures) Unit 304

_____ (printed names)

[Signature] _____ (signatures) Unit 305

rented

~~JOLANEA FELS~~ _____ (printed names)

_____ (signatures) Unit 306

Rented

_____ (printed names)

_____ (signatures) Unit 307

_____ (printed names)

_____ (signatures) Unit 308

_____ (printed names)

_____ (signatures) Unit 309

_____ (printed names)

_____ (signatures) Unit 310

Rented

_____ (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

_____(signatures) Unit 304

_____(printed names)

_____(signatures) Unit 305

_____(printed names)

_____(signatures) Unit 306 *Rented*

_____(printed names)

_____(signatures) Unit 307 *Doll*

_____(printed names)

Tzvetanka Goranova (signatures) Unit 308

Tzvetanka Goranova (printed names)

_____(signatures) Unit 309

_____(printed names)

_____(signatures) Unit 310 *Rented*

_____(printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

 _____ (signatures) Unit 304
 _____ (printed names)

 _____ (signatures) Unit 305 *or Renter*
 _____ (printed names)

[Signature]
 _____ (signatures) Unit 306
 ANDRE VERSOCKI _____ (printed names)

[Signature]
 _____ (signatures) Unit 307
 ANTONIA GONZALEZ _____ (printed names)

 _____ (signatures) Unit 308
 _____ (printed names)

[Signature]
 _____ (signatures) Unit 309
 MARGARET K. GLEN _____ (printed names)

 _____ (signatures) Unit 310 *Benata*
 _____ (printed names)

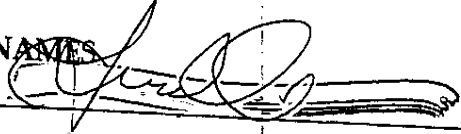
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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

The undersigned, being Unit Owners in the Lakeside Condominium "B" Association, do hereby approve the foregoing Amended and Restated Declaration of Condominium Ownership And Bylaws For Lakeside Condominium "B" Association, and hereby authorize the attachment of this signature page to the Amended and Restated Declaration and Bylaws.

OWNER NAMES



(signatures)

Unit Number
Unit 311

Caitlin Tinarella

(printed names)

(signatures)

Unit 312

(printed names)

(signatures)

Unit 313

(printed names)

(signatures)

Unit 314

(printed names)

(signatures)

Unit 315

(printed names)

(signatures)

Unit 316

(printed names)

(signatures)

Unit 317

(printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

The undersigned, being Unit Owners in the Lakeside Condominium "B" Association, do hereby approve the foregoing Amended and Restated Declaration of Condominium Ownership And Bylaws For Lakeside Condominium "B" Association, and hereby authorize the attachment of this signature page to the Amended and Restated Declaration and Bylaws.

OWNER NAMES

Unit Number

_____ (signatures) Unit 311

_____ (printed names)

Sam DiAndrea Vano (signatures) Unit 312

Laura DiAndrea Vano (printed names)

_____ (signatures) Unit 313

_____ (printed names)

_____ (signatures) Unit 314

_____ (printed names)

_____ (signatures) Unit 315

_____ (printed names)

_____ (signatures) Unit 316

_____ (printed names)

_____ (signatures) Unit 317

_____ (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

The undersigned, being Unit Owners in the Lakeside Condominium "B" Association, do hereby approve the foregoing Amended and Restated Declaration of Condominium Ownership And Bylaws For Lakeside Condominium "B" Association, and hereby authorize the attachment of this signature page to the Amended and Restated Declaration and Bylaws.

OWNER NAMES

Unit Number

_____(signatures) Unit 311

_____(printed names)

_____(signatures) Unit 312

_____(printed names)

_____(signatures) Unit 313

_____(printed names)

_____(signatures) Unit 314

_____(printed names)

_____(signatures) Unit 315

_____(printed names)

Mirosław Marz (signatures) Unit 316

MIROSLAW MARZUR (printed names)

_____(signatures) Unit 317

_____(printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

(signatures) Unit 311

(printed names)

(signatures) Unit 312

Lisa's mother R

(printed names)

Hafu Lijio

(signatures) Unit 313

H.M

(printed names)

I. Krawczyk

(signatures) Unit 314

IVONA KRAWCZYK

(printed names)

Robert Kamys

(signatures) Unit 315

ROBERT KAMYSE

(printed names)

Anita Morawczy

(signatures) Unit 316

Done OK

(printed names)

Andrzej Morawczynski

(signatures) Unit 317

ANDRZEJ MORAWCZYNSKI

(printed names)

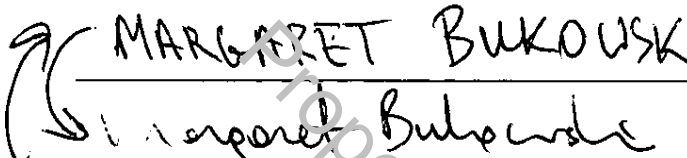
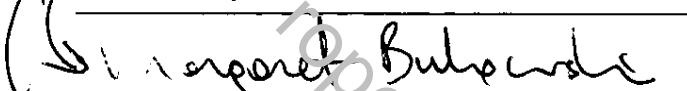
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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

The undersigned, being Unit Owners in the Lakeside Condominium "B" Association, do hereby approve the foregoing Amended and Restated Declaration of Condominium Ownership And Bylaws For Lakeside Condominium "B" Association, and hereby authorize the attachment of this signature page to the Amended and Restated Declaration and Bylaws.

OWNER NAMES

Unit Number

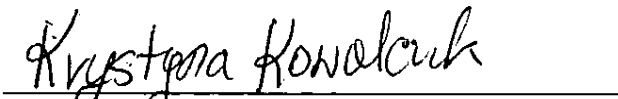
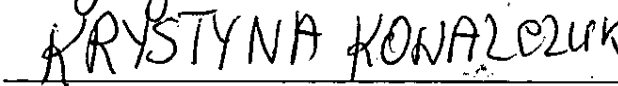

 _____ (signatures) Unit 401

 _____ (printed names)


 _____ (signatures) Unit 402

 _____ (printed names)

_____ (signatures) Unit 403
 _____ (printed names)

_____ (signatures) Unit 404
 _____ (printed names)

_____ (signatures) Unit 405
 _____ (printed names)


 _____ (signatures) Unit 406

 _____ (printed names)

_____ (signatures) Unit 407
 _____ (printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

_____(signatures) Unit 401 -
_____(printed names)

_____(signatures) Unit 402 -
_____(printed names)

_____(signatures) Unit ~~403~~ #403
_____(printed names)

Sandra S. Jerger (signatures) Unit 404
SANDRA S. JERGER (printed names)

MAM ZIE HMC (signatures) Unit 405
MAM ZIE HMC (printed names)

Krystyna Kowalek (signatures) Unit 406 -
KRYSZYNA KOWALEK (printed names)

_____(signatures) Unit 407 -
_____(printed names)

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

(signatures) Unit 408 ✓

(printed names)

(signatures) Unit 409 ✓

(printed names)

Barbara Roban _____ (signatures) Unit 410 ✓
BARBARA ROBAN _____ (printed names)

(signatures) Unit 411

(printed names)

(signatures) Unit 412

(printed names)

(signatures) Unit 413 ✓

(printed names)

(signatures) Unit 414

(printed names)

OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

Marian (signatures) Unit 408

MARIAN KRANQYK (printed names)

[Signature] (signatures) Unit 409

MIRO SIMONOVIC (printed names)

[Signature] (signatures) ~~Unit 410~~ 410 center

(printed names)

J.A. Fabian (signatures) ~~Unit 411~~

ARNOLD FABIAN (printed names)

(signatures) ~~Unit 412~~

(printed names)

(signatures) Unit 413

(printed names)

(signatures) Unit 414

(printed names)

OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED

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5

OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

The undersigned, being Unit Owners in the Lakeside Condominium "B" Association, do hereby approve the foregoing Amended and Restated Declaration of Condominium Ownership And Bylaws For Lakeside Condominium "B" Association, and hereby authorize the attachment of this signature page to the Amended and Restated Declaration and Bylaws.

OWNER NAMES

Unit Number

Margaret Bukowich (signatures)

Unit 401 *sketch*

MARGARET BUKOWICH (printed names)

Luredia Kinnard (signatures)

Unit 402

Luredia Kinnard (printed names)

_____ (signatures)

Unit 403

_____ (printed names)

Sandra S. Terger (signatures)

Unit 404

SANDRA S. TERGER (printed names)

MAM ZELNY (signatures)

Unit 405

MAM ZELNY (printed names)

Icep (signatures)

Unit 406

Prystyna Kowalczuk (printed names)

Done r

Rafal Wielobob (signatures)

Unit 407

RAFAL WIELOBOB (printed names)

(6)

8

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

(signatures) Unit 408 ✓

(printed names)

(signatures) Unit 409 ✓

(printed names)

(signatures) Unit 410

(printed names)

(signatures) Unit 411

(printed names)

Jackie Matheson
(signatures) Unit 412

JACKIE MATHESON
(printed names)

(signatures) Unit 413 ✓

(printed names)

(signatures) Unit 414

(printed names)

OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED

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OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUM "B" ASSOCIATION

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OWNER NAMES

Unit Number

(signatures) Unit 408 ✓

(printed names)

(signatures) Unit 409 ✓

(printed names)

(signatures) Unit 410

(printed names)

(signatures) Unit 411

(printed names)

(signatures) Unit 412

(printed names)

Norman J. DuFore (signatures) Unit 413 ✓

NORMAN J. DUFORE (printed names)

(signatures) Unit 414

(printed names)

OWNERS' SIGNATURES TO APPROVE ADOPTION OF THE AMENDED AND RESTATED

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EXHIBIT "A" LEGAL DESCRIPTION

TO

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM AND BYLAWS FOR THE LAKESIDE CONDOMINIUM B ASSOCIATION

LEGAL DESCRIPTION

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, and 417, and all Common Elements, in Lakeside Condominiums B, as delineated and defined on the survey of the following described real estate: part of Lot 1 in Kenroy's Huntington, being a subdivision of part of the East ½ of Section 14, Township 41 North, Range 11 East of the Third Principal Meridian, which survey is attached as Exhibit "D" to the Declaration of Condominium Ownership of Lakeside Condominiums B, filed with the Recorder of Deeds of Cook County, Illinois as Document No. 23299090; all in Mt. Prospect, Cook County, Illinois.

Common Address: 625 Huntington Commons, Mt. Prospect, IL 60056

P.I.N.: 08-14-401-087-1001 **through and including** 08-14-401-087-1066

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

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EXHIBIT "C"

TO

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP AND BYLAWS FOR LAKESIDE CONDOMINIUMS B ASSOCIATION

List of Current Indoor Parking Space Assignments*

<u>Unit</u>	<u>Space #</u>	<u>Unit</u>	<u>Space #</u>	<u>Unit</u>	<u>Space #</u>
101	27	208		313	
102	28	209	13	314	
103		210		315	1
104	7	211		316	
105	2	212	19	317	46
106	31	213	23	401	
107		214		402	32
108	34	215	44	403	29
109		216		404	6
110	48	217	43	405	41
111	51	301	25	406	5
112	36	302	11	407	21
113	16	303	4	408	14
114		304	33	409	40
115	26	305		410	50
201	38	306	15	411	
202	10	307	37	412	
203	52	308	24	413	
204		309	42	414	
205	53	310		415	
206	17	311	8	416	39
207	47	312	9	417	

This list represents the current parking spaces assignments known to the Association based upon title information from recorded deeds provided to the Association. This list is intended to be informational only and not to be determinative, as such assignments are based upon titles to Units . Any Unit without a parking space identified here either does not have an assigned parking space, or sufficient title information designating an assigned space has not been provided to the Association. This list is subject to change or amendment.