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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/31/2019 12:46 PM PG: 1 OF 43

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**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**AND BY-LAWS, EASEMENTS, RESTRICTIONS AND**  
**COVENANTS FOR 1625 WEST AINSLIE CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION is made and entered into by the  
1625 West Ainslie Condominium Association this 14 day of July,  
2019.

WITNESSETH: THAT

WHEREAS, the real estate located in the City of Chicago, County of Cook and State of  
Illinois, legally described on exhibit A attached hereto, herein referred to as the "Parcel"  
was submitted to the Condominium Property Act of the State of Illinois by Declaration  
recorded with the Recorder of Deeds of Cook County, Illinois as document number  
0633315138 (the "Original Declaration"); and,

WHEREAS, Article XIX, section 6 of the Original Declaration provides that the Original  
Declaration may be changed or modified by an instrument in writing signed by all members

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of the Board and by Unit Owners owning not less than 75% of the total ownership of Common Elements; and

WHEREAS, this Amendment and Restatement is signed by the requisite number of Board members and Unit Owners, which signatures are contained on exhibit "C" hereto and the other requirements of the Original Declaration and the Act for amendment of the Original Declaration have been met.

NOW, THEREFORE, the Association hereby amends and restates the Original Declaration as follows:

"1. Definitions. Certain words and terms used in this Declaration are defined as follows:

- a. Act — The Condominium Property Act of the State of Illinois, as amended from time to time.
- b. Acceptable Technological Means — Without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail, and by any other generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.
- c. Association — The Association of all the Unit Owners acting pursuant to the Bylaws attached hereto as Exhibit B, through its duly elected Board.
- e. Board — The Board of Managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the "Board" shall mean the Board of Directors of the incorporated association.
- d. Building — All structures, attached or unattached, located on the Property, containing one or more Units.
- e. Bylaws — The Bylaws of the Association, which are attached hereto as Exhibit B.
- f. Common Elements — All portions of the Property except the Units, including limited common elements unless otherwise specified.
- g. Common Expenses — The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
- h. Condominium Instruments — All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, Bylaws, and Plat.
- i. Developer — Any person who submits property legally or equitably owned in fee simple by the developer, or leased to the developer under a lease described herein, to the provisions of the Act, or any person who offers the Unit legally or equitably owned in fee simple by the developer, or leased to the developer under a lease described herein, for sale in the ordinary course of such person's business, including any successor or successors to such developer's entire interest in the property other than the purchaser of an individual Unit.

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j. **Developer Control** — Such control at a time prior to the election of the Board of Managers provided for in §18.2(b) of the Act.

k. **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.

l. **First Mortgagee** — An owner of a bona fide first mortgage or first trust deed covering any portion of the Property.

m. **Initial Board of Managers** — The first Board, the majority of the members of which are Unit Owners other than the Developer.

n. **Limited Common Elements** — That portion of the Common Elements so designated in the declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, including but not limited to, balconies, terraces and patios.

o. **Maintenance Fund** — All money collected or received by the Association pursuant to the provisions of the Condominium Instruments.

p. **Majority or Majority of the Unit Owners** — The owners of more than 50 percent in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means that percentage in the aggregate in interest of the undivided ownership.

q. **Majority or Majority of the Members of the Board of Managers** — More than 50 percent of the total number of persons constituting such Board pursuant to the Bylaws. Any specified percentage on the members of the Board of Managers means that percentage of the total number of persons constituting such Board pursuant to the Bylaws.

r. **Meeting of the Board of Managers or the Board of the Master Association** — Any gathering of a quorum on the members of the Board of Managers or Board of the Master Association held for the purpose of conducting Board business.

s. **Occupant** — A person or persons, other than a Unit Owner, in possession of a Unit.

t. **Parcel** — The lot or lots or tract or tracts of land, described in Paragraph 2 hereof, submitted to the provisions of the Act.

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

v. **Plat** — A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of the three-dimensional, horizontal, and vertical delineation of all such Units and such other data as may be required by the Act.

w. **Property** — All 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

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intended for the mutual use, benefit, and enjoyment of the Unit Owners, submitted to the provisions of the Act.

x. **Purchaser** — Any person or persons other than the Developer who purchases a Unit in a bona fide transaction for value.

y. **Record; Recordation; Recording; Recorded** — To record or have recorded in the Recorder's Office of Cook County, Illinois.

z. **Reserves** — Those sums paid by the Unit Owners that are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

aa. **Unit** — Any part of the Property designed and intended for any type of independent use and designated on the Plat as a Unit.

bb. **Unit Owner** — The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.

2. **Legal Description of Parcel.** The Parcel hereby submitted to the provisions of the Act is legally described on Exhibit A.

3. **Description of Units.** All units are delineated on the Plat attached to the Original Declaration and by reference made a part of this Declaration. The legal description of each Unit shall consist of the identifying number or symbol of the Unit as shown on the Plat followed by the legal description of the Parcel on Exhibit A attached hereto and made a part hereof.

4. **Use and Ownership of the Common Elements.**

a. The use of the Common Elements, and the rights of the Unit Owners with respect thereto, shall be subject to and governed by the Act, the Condominium Instruments, and the rules and regulations of the Board. The Board shall have authority to lease, license, or grant concessions with respect to portions of the Common Elements other than the Limited Common Elements. All income derived by the Association from leases, licenses, concessions, or other sources shall be held and used for the benefit of the members of the Association, pursuant to the Condominium Instruments, and the rules and regulations of the Association.

b. Each Unit Owner shall own an undivided interest in the Common Elements, in the percentage set forth in Exhibit B, attached to and made a part of the Original Declaration, as a tenant in common with all other Unit Owners. The percentage is based on the Developer's initial determination of relative values of the Units. Except for (1) portions of the Common Elements that have been assigned to the Unit Owners by the Board pursuant to the provisions of the Condominium Instruments and (2) the Limited Common Elements, each Unit Owner and the Unit Owner's agents, permitted Occupants, family members, and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to and run with the Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only the Unit Owner's Unit and the Limited Common Elements access to which is available only through the Unit. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of the Unit Owner. Except as set forth in the preceding

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sentence or provided in the Act, Limited Common Elements may not be transferred between or among Unit Owners.

## 5. Encroachments and Easements.

a. If any part of the Common Elements encroaches or shall hereafter encroach on any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach on any part of the Common Elements, or any portion of any Unit encroaches on any part of any other Unit as a result of the construction, repair, reconstruction, settlement, or shifting of the Building, valid easements for the maintenance of the encroachment are hereby established and shall exist for the benefit of (1) the Unit Owner of the Unit so encroaching or (2) all the Unit Owners with respect to the Common Elements so encroaching as long as all or any part of the Building containing the Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is Recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other than the Trustee or the Developer or in favor of the owners of the Common Elements if the encroachment occurred due to the willful conduct of the owner or owners.

b. The City of Chicago, and all other providers of public utility services serving the Property, and any Person providing cable television or other similar entertainment to the Property, are hereby granted the right to lay, construct, renew, replace, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatuses, and other equipment related to their service to the Property, into and through the Common Elements and the Units, where reasonably necessary, for the purposes of providing utility and entertainment services to the Property, as long as the grantees repair any damage to the Property resulting from an exercise of their rights hereunder. Subject to the terms of Subparagraph 5c, the Developer or Association may hereafter grant other or additional easements for utility or entertainment purposes and for any other purposes including but not limited to such easements as may be required to construct, keep, and maintain improvements on the Common Elements for the benefit of the Property, over, under, along, and on any portion of the Common Elements, and each Unit Owner hereby grants the Developer and the Association an irrevocable power of attorney to execute, acknowledge, and Record for and in the name of the Unit Owner such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of its Unit or any Limited Common Element appurtenant to its Unit, other than reasonably). Each mortgagee of a Unit shall be deemed to consent to and be subordinate to any easement hereafter granted pursuant to the provisions of this Subparagraph 5b and also grants such power of attorney to the Developer and the Association as may be necessary to effectuate the foregoing.

c. Upon approval by at least 67 percent of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets or utilities. When such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to Recordation of the dedication. Upon approval by a Majority of the Unit Owners, an easement may be granted for the laying, maintenance, and repair of cable television cable. Upon approval by a Majority of the Unit Owners, an easement may be granted to a governmental body for construction, maintenance, and repair of a project for protection against water damage or erosion. Any action pursuant to this Subparagraph 5c must be taken at a meeting of the Unit Owners duly called for the purpose.

d. A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of the manager or managing agent for the

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Property, and any suppliers of water, utility, or cable television or similar entertainment services to the Property shall be entitled to reasonable access to, over, and through the individual Units as may be required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities, or fixtures affecting or serving other Units or the Common Elements, or to service and take readings of any utility meters located within a Unit.

6. Pipes, Etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit or serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action that would interfere with the ability of the Association to repair, replace, or maintain the Common Elements as provided herein.

## 7. Leasing of Units.

The Board shall have the right to regulate, restrict or prohibit the leasing of Units by rules adopted by the Board from time to time in accordance with the provisions of the By Laws and the Act. Subject to the restrictions of any rule adopted from time to time by the Board, any Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of all (but not less than all) of his Unit and/or such Parking Units upon such terms and conditions as the Unit Owner may deem acceptable, except that no Unit shall be leased, subleased or assigned for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service and maid service) are furnished. Any such lease, sublease or assignment shall be in writing, a copy of which must be delivered to the Association not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, and shall provide that the lease, sublease or assignment shall be subject to the terms of this Declaration and that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. The Unit Owners making any such lease, or permitting such sublease or assignment shall not be relieved thereby from any of his obligation under the Declaration. In addition to any other remedies, by filing an action jointly against the Unit Owner and the lessee, sublessee or assignee, the Association may seek to enjoin a lessee, sublessee or assignee from occupying a Unit or seek to evict a lessee, sublessee or assignee for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by this Section or by the Declaration, By-Laws, and rules and regulations.

## 8. Association.

a. The Association thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.

b. Whether or not the Association is incorporated,

1. Each Unit Owner shall be a member of the Association, which membership shall terminate on the sale or other disposition by the member of the member's Unit, at which time the new Unit Owner shall automatically become a member therein;

2. The provisions of Exhibit B of this Declaration shall be adopted as the Bylaws of the Association;



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3. The name of the Association shall be 1625 West Ainslie Condominium, or a similar name.

9. Insurance, Repair, and Reconstruction.

a. The Association shall acquire and pay for, out of the Maintenance Fund herein provided for, the following:

1. Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation and for the protection of the Common Elements and the Units. The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), the U.S. Department of Housing and Urban Development (HUD), the Federal Housing Administration (FHA), or the U.S. Department of Veterans Affairs (VA) to the extent that (a) the agency is a mortgagee, an assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof and (b) the agency's requirements do not conflict with those contained in the Act. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act. Coverage hereunder shall include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements, other than the Limited Common Elements not excluded by the Board. This coverage shall not cover betterments or improvements to the Units installed by the Unit Owners except to the extent Subparagraph 9c is applicable, in which event the Association may assess any increased premium against the Units of the affected Unit Owners.

"Common Elements" for the purposes of this subparagraph includes fixtures initially installed by the Developer and located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and Betterments" for the purposes of this subparagraph 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, and built-in cabinets installed by Unit Owners.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, on such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting in the destruction of the major portion of one or more Units occurring after the election of the Initial Board of Managers, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of the corporate trustee shall be Common Expenses.

Each Unit Owner, other than the Developer, shall notify the Association in writing of any additions, alterations, or improvements to a Unit and shall be responsible for any deficiency in any insurance loss recovery resulting from a failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations, or improvements if the Unit Owner requests it to do so and if the Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on the additions, alterations, or

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improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of the additions, alterations, or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that the policies shall not be terminated, canceled, or substantially modified without at least 30 days' prior written notice to the mortgagee of each Unit.

2. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Property in such limits as the Association shall deem desirable, provided that such limit shall not be less than \$1 million per occurrence for personal injury and/or property damage, with an additional \$2 million umbrella coverage insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees and all persons acting as agents. The Developer and its employees, representatives, and agents must be included as additional insured parties in their capacities as Unit Owner, member of the Board, manager, or officer of the Board, as appropriate. 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 policy shall provide that the insurance coverage shall not be canceled or substantially modified without at least 30 days' written notice to the Association.

3. Such other forms of insurance as the Association shall elect to effect, including such workers' compensation insurance as may be necessary to comply with applicable laws.

4. A fiduciary bond to protect against dishonest acts on the part of all officers, employees, or other Persons, including the managing agent and its employees, who control or disburse funds of the Association. The bond shall name the Association as an insured or obligee and shall be in an amount at least equal to the maximum amount of coverage available to protect funds in the custody or the control of the Association or the management company, including Reserves. Any management company that is responsible for the funds held or administered by the Association must be covered by a bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the insurance of the managing agent as a party covered under the insurance. In the event Freddie Mac, Fannie Mae, HUD, FHA, or VA is a mortgagee, the insurance shall be in an amount at least equal to 150 percent of the estimated annual Common Expenses, including Reserves, unless a higher amount is required by Freddie Mac, Fannie Mae, HUD, FHA, or VA, in which case the insurance shall be in the higher amount. The insurance shall contain a waiver of defense based on the exclusion of persons who serve without compensation from the definition of "employee."

5. Directors and officers liability have coverage at a level deemed reasonable by the Board. The directors and officers coverage must extend to all contracts and other actions taken by the members of the Board and officers in their official capacities as members of the Board and officers, respectively, 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 Condominium Instruments.

b. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal that the Association deems advisable in connection with any insurance, shall be Common Expenses.



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c. Insurance policies procured pursuant to Subparagraphs 9a(1) and 9a(2) must provide for the following:

1. Each Unit Owner and mortgagee is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

2. The insurer waives its right to subrogation under the policy against any Unit Owner or members of the Unit Owner's household and against the Association and members of the Board.

3. The Unit Owner waives the right to subrogation under the Association policy against the Association and the Board.

d. The Association may, but shall not be required to, secure policies providing the following:

1. With respect to the insurance provided for in Subparagraph 9a(1), that the policy cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual Unit Owners; and

2. With respect to the insurance provided for in Subparagraph 9a(1), that the insurer shall not have the option to restore the Property if the Property is sold or removed from the provisions of the Act.

e. Each Unit Owner shall be responsible for obtaining insurance coverage on the improvements, additions, furnishings, and other items of personal property belonging to the Unit Owner that are contained in a Unit or elsewhere in the Property, insurance on the Improvements and Betterments to the Unit Owner's Unit not insured pursuant to the provisions of Subparagraph 9a(1), and insurance for the Unit Owner's personal liability to the extent not covered by insurance maintained by the Association.

f. Upon the cancellation of any policy of insurance that the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of the cancellation consistent with Illinois insurance requirements.

g. In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Element to have the same vertical and horizontal boundaries as before the fire or other disaster.

h. If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding subparagraph, then

1. The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (a) the expiration of 30 days after the final adjustment of the insurance claims or (b) the expiration of 90 days after the fire or other disaster that caused the damage.

2. At the meeting of Unit Owners, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof that must be raised by way of special assessment.

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3. The Building shall be restored and the proposed special assessment shall be levied only upon the vote of 75 percent of the Unit Owners.

4. If the Unit Owners do not vote to restore the Building at the meeting provided for in Subparagraph 9h(1) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If 75 percent or more of the Unit Owners do not vote to restore the Building within 180 days after the fire or other disaster, then the Board may (but shall not be required to) Record a notice as permitted under the Act.

5. If the Unit Owners do not vote to restore the Building under the provisions of this paragraph and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of a Majority of the Unit Owners voting at a meeting duly called for that purpose and with the consent of all First Mortgagees, authorize the President or Vice President and the Secretary or Assistant Secretary to execute and Record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so affected by the fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to that Unit shall be reallocated among the remaining Units on the basis of the relative percentage interests of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, on the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis that need not be a Unit's percentage of interest in the Common Elements.

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 of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, assessments attributable to the period after the withdrawal shall no longer be required for the withdrawn Unit or shall be equitably reduced to reflect the withdrawn portion.

i. The Board may, in the case of a claim against insurance required to be obtained by the Association for damage to a Unit or the Common Elements, (1) pay the deductible amount as a Common Expense; (2) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owner(s) who caused the damage or from whose Unit(s) the damage or cause of loss originated; or (3) require the Unit Owner(s) of the Unit(s) affected to pay the deductible amount.

j. If, at the time of a loss under a policy maintained by the Association, there is other insurance in the name of a Unit Owner covering the same property covered by the policy maintained by the Association, the Association's policy is primary insurance.

k. Any loss covered by the policy under Subparagraph 9a(1) must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and mortgagees as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, next to 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

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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.

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

m. Any insurer defending a liability claim against the Association must notify the Association of the terms of the settlement no less than ten days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

n. Each Unit Owner shall obtain insurance covering the Unit Owner's personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, regardless of any negligence originating from the unit. The personal liability of a Unit Owner must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this Subparagraph 9n, and the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

10. Separate Real Estate Taxes. It is understood that real estate taxes for the Parcel are to be separately taxed to each Unit Owner for the Unit Owner's Unit and corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any year the taxes are not separately taxed to each Unit Owner but are taxed on the Property as a whole, then the Association shall collect from each Unit Owner the proportionate share thereof in accordance with the Unit Owner's respective percentage of ownership of the Common Elements, and the taxes levied on the Property as a whole shall be considered a Common Expense.

11. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:

a. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit, or any two or more adjoining Units used together, shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining units in accordance with the rules and regulations of the Association and on such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least 45 days before the commencement of any such alteration.

b. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Association. The right is hereby given to any mortgagee who may become the owner of any Unit to place such signs on any Unit owned by the mortgagee.

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c. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Association, except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his or her own Unit and the Limited Common Elements appurtenant thereto in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

d. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Property without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in that Owner's Unit or in the Common Elements that will result in the cancellation of any insurance maintained by the Association, or that would be in violation of any law. No waste shall be committed in the Common Elements.

e. Unit Owners 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, and no sign, awning, canopy, shutter, or radio, television, or other antenna (except as installed as of the date this Declaration is Recorded or except as thereafter installed by Developer or the Association) shall be affixed to or placed on the exterior walls or roof or any part thereof or on the Common Elements without the prior written consent of the Association; provided, however, subject to the rules and regulations adopted by the Board, an American flag or a military flag or both may be displayed within the Limited Common Elements and facilities of a Unit Owner or immediately adjacent to the exterior of the building in which the Unit is located. All through-wall air conditioners and sleeves in which the air conditioners are inserted, installed as of the date this Declaration is Recorded, may be maintained, removed, and replaced and shall be repaired as necessary by the Unit Owner owning the Unit that the air conditioner and sleeve serve. No air conditioning unit of whatever type, other than those installed as of the date this Declaration is Recorded, or those thereafter installed by the Developer or the Association, may be installed without the prior written permission of the Association.

f. No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets, other than dogs or cats, may be kept in Units, subject to rules and regulations adopted by the Association, which rules and regulations may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose, and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property on three days' written notice from the Association. Dogs or cats that are kept in Units as of the date this Declaration is Recorded and dogs and cats owned by grantees of the Trust at the time Units are conveyed to the grantees may be kept in Units subject to the terms of this paragraph, but once a dog or cat dies or is otherwise no longer kept in a Unit, the Unit Owner owning the dog or cat may not replace it with another dog or cat unless otherwise allowed pursuant to the rules and regulations of the Association.

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

h. Except as constructed or altered by or with the permission of the Developer or the Association, nothing shall be done in any Unit or in, on, or to the Common Elements that would impair the structural integrity, safety, or soundness of the Building, or that would structurally change the Building.

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

j. No benches, chairs, or other personal property shall be left on, nor shall any playing, lounging, or parking of baby carriages, playpens, bicycles, wagons, toys, or vehicles be permitted on, any part of the Common Elements without prior consent of and subject to any rules and regulations of the Association.

k. Nothing shall be altered or constructed in or removed from the Common Elements except by or with the permission of the Developer at any time before the election of the Initial Board of Managers without the written consent of the Association.

l. Each Unit Owner and the Association hereby waive and release any and all claims against any other Unit Owner, the Association, members of the Board, 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 omission referred to in Subparagraph 11m, to the extent that the damage is covered by fire or other form of hazard insurance.

m. If the act or omission of a Unit Owner, or of a family member, household pet, guest, Occupant, or visitor of the Unit Owner shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs, or replacements shall be required that would otherwise be at the common expense, then the Unit Owner shall pay for the damage and the maintenance, repairs, and replacements, as may be determined by the Association, to the extent the payment is not waived or released under the provisions of Subparagraph 11l.

n. Any release or waiver referred to in Subparagraphs 11l and 11m hereof shall be valid only if the release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

o. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others. Nor shall any Unit Owner connect any machine, appliance, accessory, or equipment to the heating system or plumbing system without the prior written consent of the Association.

p. This Paragraph 11 shall not be construed to prevent or prohibit a Unit Owner from maintaining a personal professional library, keeping personal business or professional records, or accounts, handling personal business or professional telephone calls, or conferring with business or professional associates, clients, or customers in his or her Unit.

q. Each Unit Owner shall deposit with the Board duplicate keys for all locks required for entry to his or her Unit, as well as security codes for all alarm systems relating to entry to the Unit.

r. Each of the parking units is to be used for the parking of a single automobile. There shall be no obstruction of the parking spaces nor shall anything be stored on the parking spaces without the prior consent of the Board.

s. Except as otherwise expressly provided in the Declaration of Condominium or Bylaws, no additions, alterations, or improvements shall be made by a Unit Owner to any part of the Common



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Elements (including the Limited Common Elements), and no additions, alterations, or improvements shall be made by a Unit Owner to his or her Unit, when that work alters the wall or partition, configuration, ceiling, perimeter doors or windows, or floor load or otherwise affects the structure of the Unit or the structural integrity or systems of the Building, or increases the cost of insurance required to be carried by the Board hereunder, without prior written consent of the Board, and then only in accordance with rules and regulations adopted by the Board. Any addition, alteration, or improvement of a Unit by the Unit Owner that shall affect the structure of the Unit or the Common Elements or shall affect the structural integrity of the Building shall, further, conform with all documentation prepared or reviewed and approved by an architectural or engineering firm selected by the Association. The cost of the drawings or review and approval shall be paid by the Unit Owner. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration, or improvement by a Unit Owner on the Unit Owner's agreement either (1) to be solely responsible for the maintenance of the addition, alteration, or improvement, subject to such standards as the Board may from time to time set, or (2) to pay to the Association from time to time the additional costs of maintenance or insurance as a result of the addition, alteration, or improvement. If an addition, alteration, or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions, which actions shall not be exclusive of the remedies available to the Board under Paragraph 12 hereof:

1. Require the Unit Owner to remove the addition, alteration, or improvement and restore the Property to its original condition, all at the Unit Owner's expense;
2. If the Unit Owner refuses or fails to properly perform the work required under clause (1) above, cause the work to be done and charge the Unit Owner for the cost thereof as determined by the Board; or
3. Ratify the action taken by the Unit Owner, in which case the Board may (but shall not be obligated to) condition such ratification on the same conditions that it may impose on the giving of its prior consent under this subparagraph.

12. Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or in the Bylaws contained shall, in addition to any other rights provided for in this Declaration or the Bylaws, give the Association the right (a) to enter on the Unit or any portion of the Property on which, or as to which, the 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 thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees, or agents thereof shall thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of the Unit Owner's interest in the Property and to maintain an action for possession of the Unit in the manner provided by law.

Provided, however, that, except in cases of emergency when damage to persons or property is threatened, the Association shall not take any such action unless (a) it has first given the Unit Owner alleged to have violated any restriction, condition, or regulation adopted by the Association, or to be in breach of any covenant or provision herein or in the Bylaws contained, a hearing on the allegations pursuant to rules and regulations adopted by the Association; (b) the Association shall have determined the allegations to be true; and (c) the Unit Owner shall not have desisted from the violation or breach or shall not have taken such steps as shall be necessary to correct the violation or breach within a reasonable period of time as determined by the Association and communicated

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to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority, as granted in this Paragraph 12, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials, shall be paid by the Unit Owner in violation and, until paid by the Unit Owner, shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinated to the lien of a First Mortgagee with respect to the Unit.

Furthermore, if, after hearing and finding as aforesaid, the Unit Owner fails to desist from the violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten-day notice in writing to terminate the rights of the defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control the Unit and the Common Elements appurtenant thereto, and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for an order declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit and the Common Elements appurtenant thereto, on account of the violation of a rule or breach of covenant or provision as aforesaid, and ordering that all the right, title, and interest of the Unit Owner in the Property shall be sold at a judicial sale on such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his or her interest at the judicial sale or by virtue of the exercise of any right of redemption that may be established, and except that the court shall direct that any mortgage of a First Mortgagee be retired out of the proceeds of the judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in the order. Any balance of proceeds after satisfaction of those charges, and any unpaid assessments hereunder, or any liens in favor of a First Mortgagee, shall be paid to the Unit Owner. Upon the confirmation of the sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit and, subject to the first right and option of the Association as provided in Subparagraph 7e above, to immediate possession of the Unit sold and may apply to the court for an order of assistance for the purpose of acquiring that possession, and it shall be a condition of any such sale, and the order shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Any Unit Owner in default hereunder or under the provisions of the Bylaws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his or her Unit, all attorneys' fees incurred by the Association in enforcing the provisions of the Bylaws, this Declaration, or the rules and regulations of the Association as to which the Unit Owner is in default. Until those fees are paid by the Unit Owner, the amount thereof shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to the Unit.

13. Grantees. Each grantee of the Trustee, the Developer, or a subsequent Unit Owner, each purchaser under Articles of Agreement for Deed, and each tenant under a lease accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens, and charges, the Bylaws, the rules and regulations of the Association, and the jurisdiction, rights, and powers created or reserved by this Declaration and the provisions of the Act, as at any time amended, and all easements, rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest or estate

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in the land, and shall inure to the benefit of each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

14. **Failure to Enforce.** No terms, obligations, covenants, conditions, restrictions, or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce them, no matter how many violations or breaches may occur.

15. **Notices.** Whenever any notice is required to be given under the provisions of this Declaration or the Bylaws, a waiver thereof in writing by the Person or Persons entitled to the notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of notice, provided the waiver or the time of giving it is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to that party at the address appearing in the records of the court wherein the estate of the deceased owner is being administered.

16. **Amendments.** Except as herein otherwise provided, the provisions of this Declaration may be amended, changed, or modified on a unanimous vote of the Board, and at least 75 percent of the Unit Owners, by an instrument in writing setting forth the amendment, change, or modification, signed and acknowledged by an authorized officer of the Board and containing an affidavit by an officer of the Association certifying that (a) at least 75 percent of the Unit Owners have approved the amendment, change, or modification and (b) a copy of the amendment, change, or modification has been mailed by certified mail to all mortgagees having bona fide liens of Record against any Unit, not less than ten days before the date of the affidavit.

Any amendment, change, or modification shall conform to the provisions of the Act and shall be effective on Recordation thereof. No change, modification, or amendment that affects the rights, privileges, or obligations of the Trustee or the Developer shall be effective without the prior written consent of the Trustee or the Developer. The Bylaws may be amended in accordance with the provisions of Article XI thereof.

17. **Arbitration.** In the event of a dispute between or among Unit Owners which they are unable or unwilling to resolve through mediation, the dispute shall be submitted to binding arbitration by the AAA under the Commercial Arbitration Rules of the AAA. Except as provided herein, the results of the arbitration shall be final and non-appealable upon all affected Unit Owners, and may be enforced by any affected Unit Owner in a court of competent jurisdiction. A request for arbitration must be filed under the Commercial Arbitration Rules of the AAA no later than six (6) months after the date of the mediation. In the event the request for arbitration is not filed in accordance herewith within six (6) months after the date of the mediation, the Unit Owners agree that they waive the dispute and any and all claims relating to or arising from the dispute. No notice, claim or communication between or among the Unit Owners shall stop the running of the statute of limitations. In addition to the Commercial Arbitration Rules of the AAA, the following additional rules shall govern the arbitration: (i) the arbitration shall be conducted by a single arbitrator; (ii) unless the prior written consent of all Unit Owners is obtained, the parties to the arbitration shall be limited to a complaining party and a defending party, and all Unit Owners agree not to include additional parties in the arbitration or consolidate the arbitration the arbitration with any other arbitrations or legal proceedings; (iii) the complaining party shall post the initial fee for such arbitration although the arbitrator shall have the discretion to require reimbursement of the fee in connection with any award; (iv) the arbitrator shall follow the law of the State of Illinois; (v) any decision relating to the interpretation or application of the statute(s) of limitations shall be appealable under the rules of the AAA; and (vi) the arbitrator shall provide the parties with written findings of fact and law in support of each element of the award. In no

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event shall the defending party be liable to any complaining party for any general, special, consequential or incidental damages, costs, diminution of value or other loss which a complaining party may suffer as a result of the dispute.

18. **Condemnation.** In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure, and materials used with respect to the improvements as they existed before the taking or condemnation. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act, and the percentage of ownership interest in the Common Elements allocated to the Unit or portion thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be reallocated among the remaining Units on the basis of the relative percentage of ownership interests in the Common Elements of the remaining Units. In such cases, this Declaration and the Plat shall be amended accordingly, pursuant to the provisions of the Act. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. 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 of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on the Unit or portion thereof so withdrawn shall cease or shall be equitably reduced.

19. **Violations of Certain Rules.** If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then the provision shall continue only until 21 years after the death of the survivor of the now living lawful descendants of Donald Trump, the President of the United States.

20. **Severability.** The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of a restriction or provision, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration, and all of the terms hereof are hereby declared to be severable.

21. **Construction.** The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a first-class condominium development.

22. **Rights of First Mortgagees.** Any mortgage or trust deed owned or held by a First Mortgagee and Recorded before the Recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his or her share of the monthly assessment when due shall be superior to the lien of the unpaid Common Expenses set forth in the notice and to all assessments for Common Expenses that become due and are unpaid subsequent to the date of Recording of the first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed, or deed (or assignment) in lieu of foreclosure shall not be liable for and shall take the Unit and its proportionate interest in the Common Elements free from claims for



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unpaid common or special assessments levied by the Association that accrue before the date of possession as aforesaid.

a. A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, on written request to the Association (the request to state the name and address of the First Mortgagee, insurer, or guarantor and identification of the Unit encumbered by the mortgage held by the First Mortgagee), shall be entitled to timely written notice of

1. Any proposed action that requires the consent of a specified percentage of eligible First Mortgagees;

2. Any proposed termination of the condominium project;

3. Any condemnation loss or any casualty loss that exceeds \$10,000 and affects a portion of the Common Elements, or that exceeds \$1,000 and affects any Unit on which there is a first mortgage held, insured, or guaranteed by the eligible holder;

4. Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer, or guarantor when the delinquency has continued for a period of 60 days; and

5. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

b. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval is obtained from at least 67 percent of the Unit Owners and the eligible First Mortgagees of Units that represent at least 51 percent of the Units subject to mortgages or trust deeds held by eligible First Mortgagees.

c. Any election to terminate the condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of at least 67 percent of the Unit Owners and the eligible First Mortgagees of Units that represent at least 51 percent of the Units subject to mortgages or trust deeds held by eligible First Mortgagees.

d. Any election to terminate the condominium project for reasons other than substantial destruction or condemnation of the Property shall require the approval of at least 67 percent of the Unit Owners and the eligible First Mortgagees of Units that represent at least 67 percent of Units subject to a mortgage or trust deed held by an eligible First Mortgagee.

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



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## EXHIBIT A LEGAL DESCRIPTION

LOT 20 IN BLOCK 2 IN INGLEDEW'S ADDITION TO  
RAVENSWOOD, BEING A SUBDIVISION OF THE SOUTH 21.37  
ACRES OF THE NORTH 31 ACRES OF THE SOUTH EAST 1/4 OF  
THE SOUTH EAST 1/4 OF SECTION 7, WITH THE SOUTH 80. RODS  
OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8,  
TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1625-1627 West Ainslie, Chicago, Illinois 60640

Permanent Index Numbers: 14-07-423-063-1001, 14-07-423-063-1002, 14-07-423-063-1003, 14-07-423-063-1004, 14-07-423-063-1005, 14-07-423-063-1006, 14-07-423-063-1007, 14-07-423-063-1008, 14-07-423-063-1009, 14-07-423-063-1010, 14-07-423-063-1011 and 14-07-423-063-1012

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## EXHIBIT B

### BYLAWS OF 1625 WEST AINSLIE CONDOMINIUM

#### ARTICLE I General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Condominium Property Act (Act), as are now or may hereafter be granted by the Illinois General Not For Profit Corporation Act of 1986. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law that may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments. All capitalized terms used but not defined herein that are defined in the Declaration of Condominium Pursuant to the Condominium Property Act — 1625 West Ainslie Condominium have the same meaning ascribed to the terms in the Declaration.

#### ARTICLE II Members

Section 1. Classes of Members, Membership, and Termination Thereof. The Association shall have one class of members. The designation of the class and the qualifications of the members of the class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate on the sale or other disposition of the member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Termination shall not relieve or release any former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association during the period of ownership and membership in the Association. Furthermore, termination shall not impair any rights or remedies that the Board or

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others may have against a former Unit Owner arising from, or in any way connected with, ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

## Section 2. Votes and Voting Rights.

a. Until the date of the initial meeting of the members, as provided in Article III, Section 1, hereof, the Developer shall have the right to appoint members to the Board of Managers. All such members of the Board of Managers shall be appointed and shall hold office as provided in Article IV, Section 2, of these Bylaws.

b. Commencing with the date of the first annual meeting of the members, the total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his or her percentage ownership interest in the Common Elements (as defined in the Declaration) times 100 at the time any matter is submitted to a vote of the members.

c. If a Unit is owned by more than one person, the voting rights with respect to the Unit shall not be divided. 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.

d. Any proxy must be executed in writing by the Unit Owner or his or her duly authorized attorney-in-fact, must bear the date of execution, and shall become invalid 11 months from the date of its execution.

e. Any specified percentage of the members, whether a majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these Bylaws, shall mean the percentage of the total number of votes hereinabove set forth. The percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration; provided, however, that when 30 percent or fewer of the Units, by number, possess over 50 percent in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

Section 3. Transfer of Membership. Membership in this Association is not transferable or assignable, except as provided in Article II, Section 1, hereof.

Section 4. Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of the Unit pursuant to an installment contract for purchase from a seller other than the Trustee or Developer shall, during such times as he or she resides in the Unit, be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners called for the purpose of electing members of the Board and 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 those rights. In no event may both the seller and purchaser be counted toward a quorum, be permitted to vote for a particular office, or be elected to serve on the Board. Satisfactory evidence of the existence and terms of the installment contract as they relate to the subject matter of this section shall be made available to

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the Association or its agents. "Installment contract" shall have the same meaning as set forth in §1(e) of the Dwelling Unit Installment Contract Act, approved August 11, 1967, as amended.

## ARTICLE III Meetings of Members

**Section 1. Annual Meeting.** An annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held once each year on the date designated by the Board. If the election of members of the Board shall not be held when designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as it conveniently may be held. The Board may disseminate to the members biographical and background information about candidates for election to the Board if reasonable efforts are made to identify all candidates and all candidates are given an opportunity to include biographical information and background material in the information to be disseminated and the Board does not express a preference in favor of any candidate. A Unit Owner shall be entitled to receive from the Board or the Developer acting as the Board as provided herein and in the Act, within three working days after the request therefor, the names, addresses, and weighted vote of each Unit Owner entitled to vote at the next annual meeting of members.

**Section 2. Special Meetings.** Special meetings of the members may be called by the Board, the President, or not less than 20 percent of the members. All matters to be considered at special meetings of the members called by not less than 20 percent of the members shall first be submitted in writing to the Board not less than ten days before the date of the special meeting of the members called to consider such matters.

**Section 3. Place and Time of Meeting.** All meetings of the members shall take place at the time designated by the Board in the notice of meeting, in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

**Section 4. Notice of Meetings.** Written or printed notice stating the purpose, place, day, and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting not less than 10, nor more than 30, days before the date of the meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Association, with proper postage thereon prepaid.

**Section 5. Quorum.** The members present at a meeting in person or by proxy holding a majority of the votes that may be cast at any meeting shall constitute a quorum at the meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may be called again only in accordance with the provisions of these Bylaws.

**Section 6. Proxies.** At any meeting of members, a member entitled to vote may vote either in person or by proxy, executed in writing by the member or by his or her duly authorized attorney-in-fact. No proxy shall be valid after 11 months from the date of its execution. Any proxy distributed by the Board for election of members of the Board shall give Unit Owners the opportunity to designate any person as the proxy holder and shall give the Unit Owner the

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opportunity to express a preference for any of the known candidates for the Board or to write in a name.

Section 7. Manner of Acting. Except as set forth below, and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be on the affirmative vote of more than 50 percent of the members represented at the meeting. The following matters shall require the affirmative vote of 66 2/3 percent or more of all the Unit Owners at a meeting duly called for that purpose:

- a. Merger or consolidation of the Association.
- b. Sale, lease, exchange, or other disposition of all, or substantially all, of the property and assets of the Association.
- c. Purchase and sale of land or Units on behalf of the Unit Owners.

## ARTICLE IV Board

Section 1. In General. The affairs of the Association shall be managed by the Board, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

Section 2. Number, Tenure, and Qualifications. The number of members of the Board shall initially be three. Members of the Board shall be elected at large for a term of two (2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually and that no Board member or officer shall be elected to a term in excess of two (2) years; provided, however, that a Board member or officer may be re-elected at the expiration of his term. Members of the Board shall receive no compensation for their services unless expressly authorized by the Board with the approval of voting members having two-thirds (2/3) of the total votes.

Section 3. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A candidate for election to the Board or the candidate's representative shall have the right to be present at the counting of the ballots at the election. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if (a) no preference is expressed in favor of any candidate and (b) 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.

Section 4. Regular Meetings. A regular annual meeting of the Board shall be held immediately after and at the same place as the annual meeting of members. The Board shall, by regulations that the Board may from time to time adopt, establish the time and place for the holding of additional regular meetings of the Board; provided, however, that the Board shall meet at least four times per year.



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**Section 5. Special Meetings.** Special meetings of the Board may be called by or at the request of the President or 25 percent of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

**Section 6. Notice.** Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling the meeting at least 48 hours before the date of the special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least 48 hours before the date of each meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his or her address as it appears on the records of the Association, with proper postage thereon prepaid. The business to be transacted at or the purpose of any regular or special meeting of the Board shall be specified in the notice. Notices of regular meetings of the Board need not be served on members of the Board. However, copies of notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least 48 hours before the meeting.

**Section 7. Quorum.** A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the members of the Board are present at the commencement of the meeting, the meeting shall be adjourned and may be called again only in accordance with the provisions of these Bylaws.

**Section 8. Manner of Acting.** The act of a majority of the members of the Board present at the meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except when otherwise provided by law or in the Condominium Instruments.

**Section 9. Vacancies.** Any vacancy occurring in the Board by reason of death, removal, or resignation of a member of the Board shall be filled by the two-thirds vote of the remaining members of the Board. A member elected by the Board to fill a vacancy shall serve until the next meeting of the members; provided, however, that if a petition is filed with the Board signed by members holding 20 percent of the votes of the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of office of his or her predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition, and a meeting of the members for the purpose of filling the vacancy for the unexpired term shall be called no later than 30 days following the filing of the petition. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective on receipt. If, as a result of the death, removal, or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members may be called to fill all vacancies for the unexpired terms of the members of the Board.

**Section 10. Removal.** From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 66⅔ percent of all the members of the Association at a special meeting called for that purpose.

**Section 11. Adoption of Rules and Regulations.** All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of

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the Act and the Declaration and these Bylaws. No quorum is required at the meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or §4 of Article I of the Illinois Constitution.

**Section 12. Open Meetings.** All meetings of the Board, whether regular or special, shall be open to the members of the Association, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting:

- a. To discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;
- b. To consider information regarding appointment, employment, engagement or dismissal of an employee, independent contractor, agent, or other provider of goods and services;
- c. To discuss violations of rules and regulations of the Association, or a member's unpaid share of Common Expenses;
- d. To interview a potential employee, independent contractor, agent or other provider of goods and services; or
- e. To consult with the Association's legal counsel.

Any vote on the above matters shall be taken at a meeting, or portion thereof, open to any member. Any member may record the proceedings at meetings required to be open by the Act or these Bylaws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings. The matters specified at subparagraphs (a) through (d) above may also be discussed by or communicated among Board Members outside of a noticed Board Meeting.

**Section 13. Contracts.** 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 Board member's family has a 25 percent 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 percent of the Unit Owners, for an election to approve or disapprove the contract. The petition shall be filed within 30 days after the notice, and the election shall be held within 30 days after filing the petition. For purposes of this Section 13, a Board member's immediate family means the Board member's spouse, parents, and children.

**Section 14. Powers and Duties.** The powers and duties of the Board shall include, but not be limited to, the operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements. However, nothing in the foregoing sentence shall be deemed to invalidate any provision in the Condominium Instruments placing limits on expenditures for capital additions or capital improvements to the Common Elements (other than for purposes of repairing, replacing, or restoring portions of the Common Elements) by the Board without the prior approval of the Unit Owners.

**Section 15. 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, the rules and regulations, or these Bylaws, the determination

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thereof by the Board shall, absent manifest error, be final and binding on each and all of the Unit Owners.

## ARTICLE V Officers

**Section 1. Officers.** The officers of the Association shall be a President, a Treasurer, and a Secretary.

**Section 2. Election and Term of Office.** The President, Secretary and Treasurer of the Association shall be elected annually by the Board at the first regular meeting of the Board held after the annual meeting of the members from among the members of the Board. If the election of officers shall not be held at this meeting, the election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until a successor shall have been duly elected and shall have qualified. An officer may succeed himself or herself in office. Officers shall serve without compensation.

**Section 3. Removal.** Any officer elected by the Board may be removed by a majority vote of the members of the Board.

**Section 4. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board for the unexpired portion of the term of the member of the Board no longer serving.

**Section 5. President.** The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the members and of the Board. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments the Board has authorized to be executed, and any amendment to the Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of President, and such other duties as may be prescribed by the Board from time to time.

**Section 6. Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for money due and payable to the Association from any source whatsoever, and deposit all such money in the name of the Association in those banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these Bylaws; and in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board.

**Section 7. Secretary.** The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; receive all notices on behalf of the Association; together with the President, execute on behalf of the Association amendments to the Condominium Instruments and other documents as required or permitted by the Declaration, these Bylaws, or the Act; be custodian of the records and, if the Association is incorporated, of the seal of the Association and, if the Association is incorporated, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the

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Association under its seal is duly authorized in accordance with the provisions of these Bylaws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board.

## ARTICLE VI

### Powers and Duties of the Association and Board

Section 1. General Duties, Powers, etc., of the Board. The Board shall exercise for the Association all powers, duties, and authority vested in the Association by the Act and the Condominium Instruments, including but not limited to the following:

- a. To provide for the operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements to the extent the operation, care, upkeep, maintenance, replacement, and improvement of Limited Common Elements are not imposed on Unit Owners hereunder;
- b. To prepare, adopt, and distribute the annual budget for the Property;
- c. To levy and expend assessments;
- d. To collect assessments from Unit Owners;
- e. To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- f. To obtain adequate and appropriate kinds of insurance;
- g. To own, convey, encumber, lease, and otherwise deal with Units and land 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;
- i. To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- j. 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 another Unit or Units;
- k. To borrow money at such rates of interest as it may determine, issuing its notes, bonds, and other obligations to evidence the borrowing, and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income, including the right of the Association to future income from common expenses or other sources;
- l. To pay real estate 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 that are authorized by law to be assessed and levied on the real property of the condominium (other than assessments on Units not owned by the Association);

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

n. To assign the Association's rights to future income, including the right to receive assessments for Common Expenses;

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, when authorized by the members under the provisions of Subparagraph 5c of the Declaration;

p. To record the granting of an easement for the laying of cable television cable when authorized by the members under the provisions of Subparagraph 5c of the Declaration;

q. To record the granting of an easement for construction, maintenance, or repair of a project for protection against water damage or erosion;

r. To make reasonable accommodation of the needs of handicapped Unit Owners, as required by the Illinois Human Rights Act, in the exercise of its powers with respect to the use of the Common Elements or approval of modification in an individual Unit;

s. To seek relief on behalf of all unit owners when in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;

t. To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Unit Owners' Association with respect to improvements performed pursuant to any contract entered into by the Board of Managers or any contract entered into prior to the recording of the condominium declaration pursuant to the Act; and

u. To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by 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 (2) authorizing each Unit Owner to designate an electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of members or Unit Owners that an association is required to provide upon request pursuant to any provision of the Act or any condominium instrument.

In the performance of their duties, the officers and members of the Board shall exercise, whether appointed by the Developer or elected by the members, the care required of a fiduciary of the members.

Section 2. Specific Powers and Duties. Anything herein contained to the contrary notwithstanding, the Association shall have the following powers:

a. To engage the services of a manager or managing agent, who may be any person, firm, or corporation, on such terms and compensation as the Association deems fit, and to remove the manager or managing agent at any time; provided that any agreement with the manager or managing agent shall extend for not more than 3 years and must be terminable by either party to



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the agreement without cause and without payment of a termination fee, on 90 days' or less prior written notice;

b. To engage the services of any person (including but not limited to accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association in the operation, repair, maintenance, and management of the Property, or in connection with any duty, responsibility, or right of the Association and to remove, at any time, any such personnel;

c. To establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Association;

d. To invest any funds of the Association in certificates of deposit, money market funds, or comparable investments; and

e. Upon authorization of the members of the Board, acting on behalf of all Unit Owners, to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments, or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body.

Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them. The granting of licenses, leases, or concessions as provided in Paragraph 4 of the Declaration shall not be considered conducting an active business for profit.

Section 3. Authorized Expenditures. The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent, or other personnel above provided for, the following:

a. Water, waste removal, heating, electricity, telephone, or other necessary utility services for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof;

b. Such insurance as the Association is required or permitted to obtain as provided in the Declaration;

c. Landscaping, gardening, snow removal, tuck-pointing, and painting, cleaning, decorating, maintaining, repairing, and replacing portions of the Common Elements (but not including the Limited Common Elements, which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain, and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements;

d. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments that the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein;

e. Any amount necessary to discharge any mechanics lien or other encumbrance levied against the Property or any part thereof that may in the opinion of the Association constitute a

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lien against the Property or against the Common Elements rather than merely against the interest therein of particular Unit Owners. When one or more Unit Owners are responsible for the existence of such a lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Association by reason of the lien or liens shall be specially assessed to the Unit Owners and shall, until paid by the Unit Owners, constitute a lien on the interest of the Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of the Common Expenses;

f. Maintenance and repair of any Unit or any other portion of the Property that a Unit Owner is obligated to maintain or repair under the terms hereof, if the maintenance or repair is necessary in the discretion of the Association, to protect the Common Elements or any other portion of the Property, and the owner of the Unit has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair is delivered by the Association to the Unit Owner; provided that the Association shall levy a special assessment against the Unit Owner for the cost of the maintenance or repair, and the amount of the special assessment shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of the Common Expenses; and

g. Maintenance and repair (including payment of real estate taxes and Common Expenses) with respect to any Unit owned by the Association. If, due to the act or neglect of a Unit Owner or of a member of his or her family or of a household pet or guest or other authorized Occupant or visitor of the Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others or maintenance, repairs, or replacements shall be required that would otherwise be a Common Expense, the assessment against the Unit Owner of a charge for the damage and the maintenance, repairs, and replacements as may be determined by the Board, to the extent not covered by insurance, and the amount of the special assessment shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of the Common Expenses. All expenses, charges, and costs of the maintenance, repair, or replacement of the Common Elements, and any other expenses, charges, or costs that the Association may incur or expend pursuant thereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the Treasurer. There shall be no structural alterations to, capital additions to, or capital improvements on the Common Elements or property owned by the Association (other than for purposes of repairing, replacing, and restoring existing portions of the Common Elements) requiring an expenditure in excess of \$5,000 without the prior approval of 67 percent of the Unit Owners. Separate or special assessments for additions or alterations to the Common Elements or to Association-owned property not included in an Annual Budget (defined in Article VI, Section 4, of these Bylaws) are subject to the approval of 67 percent of the Unit Owners. As used herein, the term "repairing, replacing, and restoring" means to repair, replace, or restore deteriorated or damaged portions of the then-existing decorations, facilities, structural or mechanical components, interior or exterior surfaces, or energy systems and equipment to their functional equivalent prior to the deterioration or damage. In the event the replacement of a Common Element may result in an improvement over the quality of that Common Element as originally designed, the Board may provide for the improvement, provided that if the improvement is over and above the functional equivalency of what existed before and results in a proposed expenditure in excess of 5 percent of the Annual Budget, the Board, on receipt of a written petition by Unit Owners with 20 percent of the votes of the Association, within 14 days after the Board's action to approve the expenditure, shall call a special meeting of Unit Owners

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within 30 days after its receipt of the petition. Unless a majority of the total votes of the Unit Owners are cast at this special meeting to reject the expenditure, the Board's decision to make the expenditure is ratified.

h. Any notice required to be sent or received or any signature, vote, consent, or approval required to be obtained under any condominium instrument or any provision of the Act may be accomplished using the technology generally available at that time. This Section shall govern the use of technology in implementing the provisions of any condominium instrument or any provision of this Act concerning notices, signatures, votes, consents, or approvals. The Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any condominium instrument or any provision of this Act by use of any technological means that provides sufficient security, reliability, identification, and verifiability. A verifiable electronic signature satisfies any requirement for a signature under any condominium instrument or any provision of the Act. Voting on, consent to, and approval of any matter under any condominium instrument or any provision of this Act may be accomplished by electronic transmission or other equivalent technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form. Subject to other provisions of law, no action required or permitted by any condominium instrument or any provision of the Act need be acknowledged before a notary public if the identity and signature of the person can otherwise be authenticated to the satisfaction of the Board of Directors or Board of Managers. 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.

## Section 4. Annual Budget.

a. Each year, on or before November 1st, the Board shall estimate the annual budget of Common Expenses (Annual Budget), including the total amount required for the cost of wages, materials, insurance, services, and supplies that will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements (as hereinafter specified) and each Unit Owner's proposed assessment for Common Expenses, together with an indication of which portions of the Annual Budget are intended for capital expenditures or repairs or payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least 25 days before the adoption thereof. The Association shall give Unit Owners notice as provided in Article III, Section 4, of these Bylaws of the meeting of the Board at which the Board proposes to adopt the Annual Budget or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

b. If the Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment or any nonrecurring Common Expenses or any Common Expenses not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be separately assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of the further assessment on all Unit Owners (as provided in Article III, Section 4, of these Bylaws) by a statement in writing, giving the amount and reasons therefor, and the further assessment shall become effective and shall be payable at such time or times as determined by the Board. All Unit owners shall be obligated to pay the further assessment.

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c. If an adopted Annual Budget or any special assessment requires assessment against Unit Owners in any year exceeding 115 percent of the assessments (both regular and special, if any) for the preceding year, the Board, on written petition by Unit Owners representing 20 percent of the votes of the Association delivered to the Board within 21 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget or special assessment. Unless a majority of the votes of the Unit Owners are cast at a meeting to reject the budget or special assessment, it is ratified. In determining whether special assessments, together with regular assessments, exceed 115 percent of similar assessments in the preceding year, any separate assessment for expenditures relating to emergencies or mandated by law shall not be included in the computation and the Board may approve the assessment without the right of Unit Owner veto set forth in this paragraph. As used herein, "emergencies" mean an immediate danger to the structural integrity of the Common Elements or to the life, health, safety, or property of the Unit Owners.

d. The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to the Owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of that year. Notwithstanding the foregoing, assessments will not begin until such time as the Developer elects to stop paying all Association expenses; provided, however, that the Board will begin assessing all Unit Owners if and when a request is made therefor by Freddie Mac, Fannie Mae, the U.S. Department of Housing and Urban Development, the Federal Housing Administration, or the U.S. Department of Veterans Affairs.

e. The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then-existing monthly rate established for the previous period until the monthly assessment payment that is due more than ten days after the new annual Budget shall have been mailed.

f. Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit owners the portion of the insurance premium for insurance the Association is required or permitted to obtain that reflects increased charges for coverage on the Units owned by those Unit Owners, on such reasonable basis as the Board shall determine. The charge shall be considered a Common Expense with respect to the Units owned by the Unit Owners for all purposes herein and under the Declaration.

g. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special 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 their relative percentages of ownership interest in the Common Elements.

## Section 5. Annual Accounting.

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a. On or before the 1st day of April of each calendar year commencing 20<sup>20</sup>, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions of the Annual Budget were for capital expenditures or repairs or payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

b. The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association, or at its direction.

## Section 6. Reserves.

a. The Association shall build up and maintain a reasonable Reserve for operations, contingencies, and replacement. To establish the Reserve, the Developer shall collect from each Unit Owner, on conveyance by the Trustee of a Unit to the Unit Owner, an amount equal to one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of the members and shall remit that amount to the Association. Extraordinary expenditures not originally included in the Annual Budget that may become necessary during the year shall be charged first against the Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency on such conditions as the Association or the Board deems appropriate. On or before the day of the first annual meeting of members, the Developer shall pay for each Unit then owned by the Trustee that Unit's percentage interest multiplied by one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of members. When the Units are later sold, the Developer may collect from the purchasers of the Units sufficient funds to reimburse itself for the funds paid at the time of the first annual meeting of the members. The Developer may not use any of the Reserves to defray any of its expenses or make up any budget deficits while the Developer is in control of the Association.

b. The Annual Budget 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 the Association, the Board shall take into consideration the following: (1) the repair and replacement cost and the estimated useful life of the property the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment; (2) the current and anticipated return on investment of Association funds; (3) any independent professional Reserve study the Association may obtain; (4) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (5) the ability of the Association to obtain financing or refinancing. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this section by a vote of not less than 67 percent of the total votes of the Association. In the event the Association elects to waive all or part of the Reserve requirements of this section, that fact must be disclosed after the meeting at which the waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under §22.1 of the Act, and no member of the Board or the managing agent of the Association



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shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. If the Association elects to waive all or part of the Reserve requirements, the Association may by a vote of not less than 67 percent of the total votes of the Association elect to again be governed by the Reserve requirements of this section.

**Section 7. Default in Payment.** If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments, the Association may assess a late fee in an amount to be determined by the Board and adopted as part of the Association rules and regulations. The Association may bring suit for and on behalf of itself, and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due the costs of the suit, together with legal interest and reasonable attorneys' fees to be fixed by the court. In addition, the Association may also take possession of the defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. 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 or her Unit.

## **Section 8. Books of Account and Statement of Account.**

a. The Association shall keep full and correct books of account, which shall be open for inspection by any Unit Owner, or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special 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 their relative percentages of ownership interest in the Common Elements.

b. Upon ten days' notice to the Association, any Unit Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from that Unit Owner.

## **ARTICLE VII**

### **Contracts, Checks, Deposits, and Funds**

**Section 1. Contracts.** The Board may authorize any officer or officers or agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and that authority may be general or confined to specific instances.

**Section 2. Checks, Drafts, etc.** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, or agent or agents, of the Association, and in such manner, as shall from time to time be determined by resolution of the Association. In the absence of such a determination by the Association, the instruments shall be signed by the Treasurer and countersigned by the President of the Association.

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Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositaries as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

## ARTICLE VIII Books and Records

Section 1. Maintaining Books and Records. The Association shall keep correct and complete books and records of account, and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board.

### Section 2. Availability for Examination.

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

1. Declaration, Bylaws, Plats of survey, and all amendments of these;
2. Rules and regulations of the Association;
3. The Articles of Incorporation and all amendments to the Article of Incorporation;
4. Minutes of all meetings of the Association and its Board for the immediately preceding seven years;
5. All current policies of insurance;
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 name, address, 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 12 months, including but not limited to the election of members of the Board; and
9. The books and records of account for the Association's current and 10 immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

b. Any members 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 Paragraph 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 Board or its authorized agent, stating with particularity the records sought to be examined. Failure of the Board to make

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available all records so requested within 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 in subdivisions 1, 2, 3, 4, 5, 6 and 9 of Paragraph a of this Section shall be entitled to recover reasonable attorneys' fees and costs from the Association.

c. Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions 6, 8, and 9 of Paragraph a of this Section, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. Unless authorized by a 2/3 vote of all unit owners, no member of the Association, with the exception of those on the board of managers of the Association, shall have the right to inspect, examine or make copies of the records described in subdivision 7 of Paragraph a of this Section. If so authorized by a 2/3 vote of unit owners, any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivision 7 of Paragraph a of this Section, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request. Subject to the provisions of subsection f of this Section, failure of the Association's Board of Managers to make available all records so requested within 30 business days of receipt of the member's written request shall be deemed a denial; provided, however, that the Board of Managers of the Association that has adopted a secret ballot election process as provided in §18 of the Act shall not be deemed to have denied a member's request for records described in subdivision 8 of Paragraph a of this Section if voting ballots, without identifying unit numbers, are made available to the requesting member within 30 days of receipt of the member's written request.

d. In an action to compel examination of records described in subdivisions 6, 7, 8, or 9 of Paragraph a of this Section, the burden of proof is on the member to establish that the member's request is based on a proper purpose. Any member who prevails in an enforcement action to compel examination of records described in subdivisions 6, 7, 8, or 9 of paragraph a of this Section shall be entitled to recover reasonable attorneys' fees and costs from the Association only if the court finds that the Board of Directors acted in bad faith in denying the member's request.

e. The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall 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 shall also be charged by the Association to the requesting member.

f. Notwithstanding the provisions of subsection e 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 its Board of Managers 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 of Managers in a court or administrative tribunal;

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4. Documents relating to common expenses or other charges owed by a member other than the requesting member; and

5. Documents provided to an association in connection with the lease, sale, or other transfer of a unit by a member other than the requesting member.

## ARTICLE IX Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

## ARTICLE X Waiver of Notice

Whenever any notice whatsoever is required to be given under the provisions of the General Not For Profit Corporation Act of 1986 of the State of Illinois or under the provisions of the Articles of Incorporation or Bylaws of the Association or the Declaration, a waiver thereof (subject to all the provisions of those instruments) in writing signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of notice.

## ARTICLE XI Amendments to Bylaws

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted on the affirmative vote of 75 percent of all of the members at a regular meeting, or at any special meeting called for that purpose, by recording an instrument in writing setting forth the alteration, amendment, or repeal that is signed and acknowledged by an authorized member of the Board and that contains an affidavit by an officer of the Association certifying that the necessary affirmative vote of the members of the Association has been obtained.

## ARTICLE XII Liability of Board Members and Officers; Indemnification

Neither the Members of the Board nor the officers of the Association shall be liable to the Association or the Unit Owners for any mistake of judgment, or for any other acts or omissions of any nature whatsoever, as Members of the Board and officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall defend, indemnify, and hold harmless 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 the person is or was a Member of the Board or officer of the Association against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with the action, suit, or proceeding if that person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests 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 plea of nolo contendere or its

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equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

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 the action, suit, or proceeding, as authorized by the Board in the specific case, on receipt of an undertaking by or on behalf of the Member of the Board or the officer of the Association to repay the amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article. The sums necessary to discharge the obligations of the Association under this Article shall be Common Expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in other capacity while holding office, and shall continue as to a person who has ceased to be a Member of the Board or an officer of the Association. Members of the Board appointed by the Developer, and officers elected by Members of the Board appointed by the Developer, shall be entitled to all the protections of this Article.

## ARTICLE XIII Construction

a. Nothing hereinabove contained shall in any way be construed as altering, amending, or modifying the Declaration. The Declaration and these Bylaws shall always be construed to further the harmonious, beneficial, cooperative, and proper use and conduct of the Property. If there is any inconsistency or conflict between these Bylaws and the aforesaid Declaration, the provisions of the Declaration shall control.



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b. All words and terms used herein that are also used in the Declaration shall have the same meaning as in the Declaration.

c. In the event the Association is incorporated, the words "Board of Directors" and "Director" shall be substituted for the words "Board" and "Member of the Board," respectively, wherever they appear herein.

## ARTICLE XIV

### Use of Technology.

- a. Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under the Condominium Instruments or any provision of the Act may be accomplished using Acceptable Technological Means. This Section shall govern the use of technology in implementing the provisions of the Condominium Instruments or any provision of the 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 any Condominium Instrument or any provision of the Act by use of Acceptable Technological Means.
- c. A signature transmitted by Acceptable Technological Means satisfies any requirement for a signature under any Condominium Instrument or any provision of the Act.
- d. Voting on, consent to, and approval of any matter under any Condominium Instrument or any provision of the Act may be accomplished by any Acceptable 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 nonelectronic form.
- e. Subject to other provisions of law, no action required or permitted by any Condominium Instrument or any provision of the Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the board of directors or board of managers.
- f. If any person does not provide written authorization to conduct business using Acceptable Technological Means, the association shall, at its expense, conduct business with the person without the use of Acceptable Technological Means.

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EXHIBIT C  
APPROVAL SIGNATURES

July 8, 2019

By their signatures hereto, the undersigned hereby approve and acknowledge the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR 1625 WEST AINSLIE CONDOMINIUM of which this exhibit is a part:  
Board of Managers:

Printed Name	Signature
	N/A

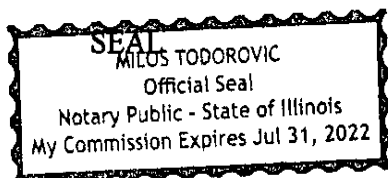
**Unit Owners:**

Unit	Printed Name	Signature
1W	Daniel John Kovacs	

State of Illinois )  
 ) ss.  
Cook County )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that the persons whose signatures are affixed above, personally known to me to be the same persona whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that each signed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8 day of July 2019.



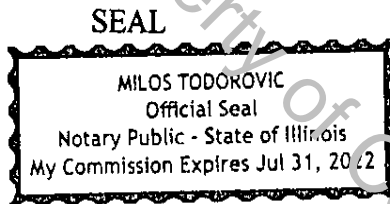
Notary Public

# UNOFFICIAL COPY

State of Illinois )  
                                  ) ss.  
Cook County        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that the persons whose signatures are affixed above, personally known to me to be the same persona whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that each signed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8<sup>TH</sup> day of JULY 2019.



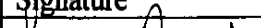


  
Notary Public

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EXHIBIT C  
APPROVAL SIGNATURES

July 12, 2019

By their signatures hereto, the undersigned hereby approve and acknowledge the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR 1625 WEST AINSLIE CONDOMINIUM of which this exhibit is a part:  
Board of Managers:

Printed Name	Signature
Susan Dennehy Treasurer 3E	
Jaemi Jackson President 2E	
Arianna Solomon Secretary 3W	

**Unit Owners:**

Unit	Printed Name	Signature
1E	LAUREN CHERNEY	
2W	Donald Bender	

State of Illinois )  
 ) ss.  
Cook County )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that the persons whose signatures are affixed above, personally known to me to be the same persona whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that each signed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14 day of July, 2019.

SEAL

Christine M. Solorio  
Notary Public Christine M. Solorio



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## EXHIBIT B

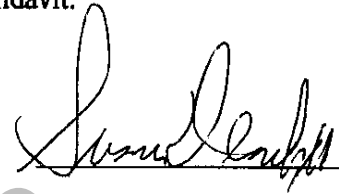
### AFFIDAVIT

State of Illinois )  
 )  
 County of Cook )

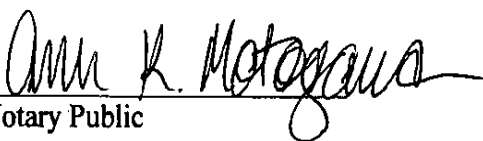
Susan Dennehy, being first duly sworn, deposes and states as follows:

- a) She is the treasurer of the 1625 West Ainslie Condominium Association (the "Association").
- b) A copy of the amendment of which this exhibit is a part has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days before the date of this affidavit.

Dated: July 29, 2019



Subscribed and sworn to before me  
 this 29 day of July, 2019

  
 Notary Public

