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This instrument prepared by and  
after recording mail to:  
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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/07/2020 12:10 PM PG: 1 OF 8:

**AMENDED & RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS, COVENANTS  
AND BYLAWS FOR  
OAK PARK OPERA CONDOMINIUM**

This document is recorded for the purpose of Amending and Restating the Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants and Bylaws for Oak Park Opera Condominium, which was recorded as Document No. R0631217018 in the Office of the Recorder of Deeds of Cook County, Illinois (hereinafter "Original Declaration"), and shall be known as the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants and Bylaws for Oak Park Opera Condominium (hereinafter "Declaration or Amended and Restated Declaration").

This Declaration is adopted pursuant to the provisions of Section 27 of the Illinois Condominium Property Act, 765 ILCS 605/27 and Article 14 of the Declaration. This Declaration shall become effective upon recording in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is executed by the Board of Directors of the Association (hereinafter "Board").

**RECITALS**

**WHEREAS**, the Board and the Owners desire to amend and restate the Original Declaration;

**WHEREAS**, the Declaration has been executed by the Board of the Association and approved in writing by the acknowledged signatures of at least two-thirds (2/3) of the Unit Owners subject to the Original Declaration, all in compliance with the Illinois Condominium Property Act and the Association's Declaration.

**NOW THEREFORE**, the Original Declaration is hereby amended and restated in accordance with the text which follows:

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DATE 1-7-20 COPIES 6x  
OK BY D.B.

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## ARTICLE 1 DEFINITIONS

1.1 **Declaration.** This instrument by which the Property is submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

1.2 **Parcel.** The entire tract of real estate above described submitted to the provisions of the Act.

1.3 **Building.** The buildings located on the Parcel, forming a part of the Property and containing the Units, as hereinafter defined, as shown by the surveys attached to the Original Declaration depicting the respective Units of said Building.

1.4 **Property.** All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined, submitted to the provisions of the Act.

1.5 **Unit.** A part of the Property within the Building intended for such uses permitted by this Declaration, and more specifically described hereafter in Article 2. There shall be two types of Units: Commercial Units and Residential Units. Each Unit is identified on the Plat as being either a Commercial Unit or a Residential Unit. Any reference to "Unit" within this Declaration shall apply to both the Commercial Units and the Residential Units.

1.6 **Common Elements.** All portions of the Property except the Units, including the Limited Common Elements, more specifically described in Section 3.1 hereof.

1.7 **Limited Common Elements.** A portion of the Common Elements so designated in this Declaration or on the Plat, as hereinafter defined, 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, patios and Parking Spaces or facilities. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the Owner or Owners thereof shall be deemed a Limited Common Element.

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

1.9 **Unit Owner.** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.

1.10 **Occupant.** Person or persons, other than a Unit Owner, in possession of a Unit.

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1.11 **Bylaws.** The provisions for the administration of the Property including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation, all as hereinafter set forth, or as the same may be from time to time duly amended. Articles 5, 6, and 7 hereof shall constitute the Bylaws of the Association.

1.12 **Association.** The Old Opera House Association NFP, an Illinois not for profit corporation and condominium association, acting pursuant to the Bylaws through its duly elected Board of Directors.

1.13 **Majority of the Unit Owners.** The Unit Owners of more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

1.14 **Board.** The parties determined pursuant to Article 5 hereof, and who are vested with the authority and responsibility of administering the Property.

1.15 **Common Expenses.** The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements.

1.16 **Developer.** 100-114 South Marion Development Group LLC, an Illinois limited liability company, its successors and assigns.

1.17 **Plat.** The Plats of survey of the Parcel and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached as Exhibit A to the Original Declaration and subsequently amended with document number 1736134001, both of which are incorporated herein.

1.18 **Voting Member.** One person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners.

1.19 **Declarant.** 100-114 South Marion Development Group LLC, an Illinois limited liability company, its successors and assigns.

1.20 **Village.** The Village of Oak Park, a municipal corporation, its successors and assigns.

1.21 **Parking Space.** A Parking Space located within a structure on the Parcel, intended for the parking of a single motor vehicle and designated as a Limited Common Element and with the letter "P" and a number, pursuant to Section 4.11 hereof.

1.22 **Storage Areas.** The part of the Common Elements provided for storage purposes, in the form of closets which are located on the floors of the Residential Units and the cages located in the garages.

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1.23 **Residential Unit.** That part of the Property within the Building, including one or more rooms, designed and intended for a one-family dwelling or such other uses permitted by this Declaration, and more specifically described hereafter in Article 2.

1.24 **Commercial Unit.** Any condominium Unit located within the Building and designated as a Commercial Unit on the Plat by the letter "C" preceding the Unit Letter.

1.25 **Reserves.** Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board in the condominium instruments.

1.26 **Condominium Instruments.** All documents and authorized amendments thereto recorded pursuant to the provisions of the Illinois Condominium Property Act.

1.27 **Meeting of Board of Directors.** Any gathering of a quorum of the members of the Board of Directors held for the purpose of conducting Board business.

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

1.29 **Acceptable Technological Means.** This shall include, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

1.30 **Act.** This shall refer to the Illinois Condominium Property Act.

## **ARTICLE 2** **UNITS**

### **2.1 Description and Ownership.**

(a) All Units are delineated on the Plat attached to the Original Declaration and listed on Exhibit B and shall have lawful access to a public way.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A to the Original Declaration including, without limitation, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment to the extent and only to the extent serving only such Unit; and (anything herein to the contrary notwithstanding) excluding all structural components of the Building, the term "structural components" including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system serving more than the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A of the Original

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Declaration. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A to the Original Declaration, and every such description shall be deemed good and sufficient for all purposes.

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

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

2.3 **Real Estate Taxes.** It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act.

## **ARTICLE 3** **COMMON ELEMENTS**

3.1 **Description.** The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation, all of the following items located at the Property: walls, elevators, entrances and exits, roof, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat attached to the Original Declaration (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

3.2 **Ownership of Common Elements.** Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit A attached hereto. The percentages of ownership interests set forth in Exhibit A have been computed and determined in accordance with the Act, and shall remain constant and shall not be changed, except as specifically permitted under the Act or the Declaration, without unanimous written consent of all Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownership. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of



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ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer to only the fee title to that Unit.

3.3 **Limited Common Elements.** The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, as designated as such in this Declaration, including in the Plat, or which by the nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements appertaining to or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following: (a) terraces or balconies or roof decks serving exclusively a single Unit; (b) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; (c) perimeter doors and windows which serve exclusively a single Unit; (d) any system or component part thereof (including, without limitation, the furnaces, fittings, housings, ducts, flues, shafts, electrical wiring, conduits and the areas or rooms containing them) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit; (e) Storage Spaces; and (f) Parking Spaces.

3.4 **Use of Limited Common Elements.** Each Unit Owner and Occupant shall have the right to (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or Occupant, which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit, and (b) the use and possession of the Limited Common Elements serving the Unit of such Unit Owner or Occupant in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Unit Owner and Occupant of any such other Unit to which such Limited Common Elements shall respectively appertain. The use of Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the Act.

## **ARTICLE 4** **GENERAL PROVISIONS AS** **TO UNITS AND COMMON ELEMENTS**

4.1 **Submission of Property to the Act.** The Property is hereby submitted to the provisions of the Act.

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

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## 4.3 Easements.

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

## (b) **Easements for Utilities and Commercial Entertainment.**

1. SBC, Commonwealth Edison Company and all other suppliers of utilities serving the Property and any person providing cable television or other commercial entertainment or computer or other electronic communication access to any Unit Owners or to the Property, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility and communication services, together with reasonable right of ingress to and egress from the Property for said purpose; and the Board or Association may hereafter grant other or additional easements for utility purposes and for other purposes including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to, material interference with, the use of this Unit or any Limited Common Element serving his/her Unit, other than reasonable and temporarily). Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, commercial entertainment lines, components of the communications systems, if any, or structural components, which may run through the Walls of a Unit and which constitute or will constitute Common Elements, whether or not such walls lie in a whole or in part within the Unit boundaries.

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2. The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property over, under, along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

(c) **Easements to Run with Land.** All easements and rights described herein are easements appurtenant running with the land, and so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

#### 4.4 **Use of the Common Elements.**

(a) **General.** Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases or licenses made by or assigned to the Board) in common with the other Unit Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by such Unit Owner, and such other incidental uses as are permitted by this Declaration. Each Unit Owner shall have the right to the use and possession of the Limited Common Elements serving his/her Unit, in common with other Unit Owners, if any, having like right thereto pursuant to this sentence and with all other parties to whom such rights extend pursuant to Section 3.4(b) of this Declaration, and to the exclusion of all other parties. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, and Rules and Regulations of the Association.

(b) **Guest Privileges.** The afore described rights shall extend to the Unit Owner and the members of the immediate family and authorized occupants, tenants, guests, visitors, agents, servants, invitees, customers and licensees of the Unit Owner, subject to reasonable Rules and Regulations with respect thereto, and provided that such persons are accompanied by and/or registered with the management agent.

(c) **Disclaimer of Bailee Liability.** Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Unit Owner, shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

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## 4.5 Maintenance, Repairs and Replacements.

(a) The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of the Common Elements, excluding the Limited Common Elements, and of those portions, if any, of each Unit which contribute to the support of the Building, excluding, however, all windows and window frames, all exterior doors and the interior surfaces of walls, ceilings and floors. In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 2.2 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under paragraph (b) below, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to this Declaration, the Bylaws or Rules and Regulations of the Association, except that which is related to the Limited Common Elements. The Board shall have the right to complete any maintenance, repair and replacements to the Limited Common Elements, if it determines such maintenance, repair and replacement is not being completed by a Unit Owner or is needed to protect the Common Elements or another Unit. Any costs incurred by the Board to complete any maintenance, repair or replacement to the Limited Common Elements shall be assessed in whole or in part, as determined by the Board, to the Owners benefitted thereby.

(b) **By the Unit Owner.** Except as otherwise provided in paragraph (a) above or paragraph (c) below, each Unit Owner shall furnish and be responsible for, at his/her own expense:

(i) All of the maintenance, repairs and replacements within his/her own Unit, All doors and outside windows and frames appurtenant thereto (excluding window washing) and all internal installations of such Unit, such as fan coil Units, humidifiers, refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit; provided, however, that such maintenance, repairs, and replacements as may be required for the bringing of water, gas, and electric to the Units, shall be furnished by the Board as part of the Common Expenses.

(ii) All of the decorating within his/her own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the columns, common walls and the interior surfaces of the vertical perimeter walls, floors and ceiling of his/her Unit, and such Unit Owner shall maintain such portions in good condition at his/her sole expense as may be required from time to time. Each Unit Owner who shall elect to alter such Unit Owner's Residential Unit by installing in any portion of that Unit (other than in bath and powder rooms) hard surface floor covering (i.e., tile, slate, ceramic, wood,

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parquet, etc.) shall be first required to install a sound absorbent under cushion of such kind and quality as to prevent the transmission of noise to another Unit or as may be otherwise required by the Association. The Board may, in addition to exercising all of the other remedies provided for this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Unit Owner.

(iii) All of the maintenance, repair, and replacements of the Limited Common Elements benefitting his/her Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs, and replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to Unit Owners benefitted thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs, and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics' or material men's lien claims that may arise therefrom.

(c) In the event that any repair or replacement to the Common Elements (including Limited Common Elements) is made necessary by reason of any act or occurrence for which insurance is maintained by the Board and for which insurance proceeds are available the Association, shall be responsible for the repair or replacement of such Common Elements.

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

4.6 **Negligence of Unit Owner.** If, due to the willful misconduct or negligent act or willful omission of a Unit Owner, or of a member of his/her family, or household pet, or of a guest, or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be Common Expenses, then such Unit Owner shall pay for such damage

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and such maintenance, repairs and replacements as may be determined by the Board.

4.7 **Joint Facilities.** To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities, or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owner shall be, in all respects, reasonable as it affects the other Unit Owners. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with the 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.

4.8 **Additions, Alterations or Improvements.**

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

(b) Except as otherwise provided in Article 7 and Article XII and hereof, no additions, alterations, or improvements shall be made by a Unit Owner to any part of the Common Elements (including Limited Common Elements) and no additions, alterations or improvements shall be made by a Unit Owner to his/her Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written consent of the Board. 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 upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/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:

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

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

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

4.9 **Utilities Dedication.** At a meeting called for such purpose, two-thirds (2/3) or more of the Unit Owners may elect to dedicate a portion of the Common Elements to a public body

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for use as, or in connection with, a utility.

4.10 **Right of Entry.** Village law enforcement officers, rescue squad personnel, firefighting personnel and other emergency or non-emergency personnel of the Village (collectively "Village Personnel") are hereby granted a right of entry and access to the Common Elements while in the pursuit of their duties. Such right shall include a right of vehicular entry and access through and across all driveways which are part of the Common Elements.

4.11 **Parking Area.** The Parking Area includes all Parking Spaces, and all entrances, exits, fixtures, equipment and associated facilities. The Board or the Association may prescribe such Rules and Regulations with respect to the Parking Area as it may deem fit. Notwithstanding anything to the contrary herein contained, a portion of the Parking Area has been divided into Parking Spaces and delineated on the Plat, attached to the Original Declaration. The legal description of each Parking Space shall consist of the identifying symbol of such Parking Space as shown on the Plats. Wherever reference is made to any Parking Space in a legal instrument or otherwise, a Parking Space may be legally described by its identifying symbol as shown on the Plats and every such description shall be deemed good and sufficient for all purposes. Unit Owners will have the right to purchase, as a Limited Common Element appurtenant to his/her Unit Ownership, the exclusive use to a Parking Space and shall have his/her Unit Ownership include as a right and benefit appurtenant thereto, a grant of perpetual and exclusive use, hereinafter referred to as the "Exclusive Parking Use," consisting of the right to use for parking purposes that certain Parking Space set forth on his/her deed. Each deed, lease, mortgage, or other instrument affecting a Unit Ownership shall include the Exclusive Parking Use to the specific Parking Space identified therein. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Exclusive Parking Use to the specific Parking Space expressly allocated to said Unit, shall be deemed and taken to include the said Exclusive Parking Use to the said Parking Space, even though not expressly mentioned or described therein. Owners may sell or lease between themselves the Exclusive Parking Use to a Parking Space appurtenant to their own Unit Ownership. No person not having an interest in a Unit Ownership shall have any interest in and to a Parking Space for any purpose. Parking Space use shall be limited to Unit Owners and Occupants. All Parking Spaces and access thereto shall be subject to such reasonable Rules and Regulations as may be established by the Board, as hereinafter provided. The Association reserves the right to re-assign Parking Spaces to comply with the accessibility guidelines of the Fair Housing Act and each Unit Owner shall be subject to this reservation of rights, and agrees to join in any instrument necessary to comply with the applicable federal regulations.

4.12 **Storage Areas.** The Storage Areas are a part of the Common Elements. The Board or the Association may allocate and assign Storage Areas on such basis as the Board or Association deems appropriate and may prescribe such Rules and Regulations with respect to the Storage Areas as it may deem fit. Subject to availability, Unit Owners will have the right to be granted, as a Limited Common Element, the exclusive use to a Storage Area and he/she shall have his/her Unit Ownership include as a right and benefit appurtenant thereto, a grant of a perpetual and exclusive use, hereinafter referred to as the "Exclusive Storage Use," consisting of the right to use for storage purpose that certain Storage Area. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Exclusive Storage Use to the Specific Storage Area expressly allocated to said Unit, shall be deemed and taken to include the said

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Exclusive Storage Use to the said Storage Area, even though not expressly mentioned or described therein. Owners may transfer or lease between themselves the Exclusive Storage Use to a Storage Area appurtenant to their own Unit Ownership. No person not having an interest in a Unit Ownership shall have any interest in and to a Storage Area for any purpose. Storage Areas use shall be limited to Unit Owners and Occupants. All Storage Areas and access thereto shall be subject to such reasonable Rules and Regulations as may be established by the Board, as hereinafter provided, including the requirement that such exclusive use encompass the obligation to pay monthly, as determined by the Board, for the cost of maintaining and repairing, in addition to other services, that portion of the Common Elements subject thereto, as an expense of a Unit Owner rather than a Common Expense. The Board shall have the authority to lease to any Unit Owner, a portion of the Storage Areas, including the closets on the Residential floors, but excluding any Storage Area exclusively assigned to a Unit Owner, for any such terms the Board shall deem desirable and in the Association's best interest.

## ARTICLE 5 ADMINISTRATION

5.1 **Administration of Property.** The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board") which shall consist of five (5) persons who shall be elected in the manner hereinafter set forth. Each member of the Board shall be one of the Unit Owners and shall reside on the Property; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board, so long as any such agent resides on the Property. Further, an Owner of a Commercial Unit does not have to reside on the Property. If a Unit Owner owns more than one Unit and is a corporation, partnership, trust or other legal entity, other than a natural person, then any number of agents or beneficiaries of such Unit Owner may be directors, provided that the number of such Unit Owner's agents or beneficiaries who become directors shall not exceed the number of Units owned by such Unit Owner. If a director fails to meet such qualifications during his/her term, he/she shall thereupon cease to be a director, and his/her place on the Board shall be deemed vacant.

5.2 **Association.** The Association has been formed prior to the recording hereof as a not for profit corporation under the General Not for Profit Corporation Act of the State of Illinois and for the purposes and having the powers prescribed in the Act, and having the name (or a name similar thereto) Old Opera House Association and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the "Board of Directors" for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as he/she shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon the transfer of his/her ownership interest the transferee thereof shall likewise succeed to such membership in the Association. The Association shall have one class of membership.



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## 5.3 Voting Rights.

(a) Except as otherwise provided in Section 5.3(b) herein, there shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Unit Owner or one of the group composed of all the Owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners or his/her duly authorized attorney-in-fact to act as proxy on his/her or their behalf and who must be a Unit Owner. Such designation shall be made in writing to the Board, shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or his/her duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of execution unless otherwise provided in the proxy. Any or all such Unit Owners may be present at any meeting of the Voting Members and (those constituting a group acting as a single Voting Member) may vote or take any other action as a Voting Member either in person or by proxy. Except as otherwise provided herein, if a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit A; provided that when thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of Unit Owners specified herein 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.

(b) In the event the ownership of a Unit is composed of more than one Person, then if only one of the multiple Owners of a Unit is present at a meeting of the Association, such Owner shall be entitled to cast all of the votes allocated to that Unit. In the event more than one Owner of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the group of Owners comprising the Unit Owner. Majority agreement shall be deemed to have occurred if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

## 5.4 Meetings.

(a) **Quorum.** Meetings of the Unit Owners shall be held at the Property or at such other place in the Village as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of at least twenty percent (20%) of the Unit Owners shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes present at such meeting.

(b) **Annual Meeting.** There shall be an annual meeting of the Voting

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Members on the second Tuesday of December, and on the second Tuesday of December of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members.

(c) **Special Meetings.** Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose provided, however, that the following matters shall require the approval of Voting Members having not less than two-thirds (2/3) of the total votes: (i) the merger consolidation of the Association; (ii) the sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by twenty percent (20%) of the Unit Owners and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted to the Unit Owners at special membership meetings shall be submitted by the Board.

5.5 **Notice of Meeting.** Except as otherwise provided herein, notices of meetings of the Voting Members required to be given herein may be delivered either personally, via acceptable technological means if so consented to by the Voting Member, or by mail to the persons entitled to vote at the meeting addressed to each such person at the address given by him/her to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting rights appertains, if no address has been given to the Board, provided that any such notice shall be mailed or delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting.

## 5.6 **Board of Directors.**

(a) In all elections for members of the Board, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Any candidate for election to the Board, or such candidate's representative, shall have the right to be present at the counting of ballots at such election. The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. All members of the Board shall be elected at large. Members of the Board shall be elected for a term of two (2) years each, provided that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services. Vacancies in the Board shall be filled by the Voting Members at a special meeting called for that purpose or at the next annual meeting. Vacancies may also be filled by the Board by a two-thirds (2/3) vote of the remaining members thereof at a special meeting of the Board which vacancy shall be filled until the next annual meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding twenty percent (20%) of the votes of the Association requesting a meeting of the Voting Members to fill

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the vacancy for the balance of the term. A meeting of the Voting Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the Voting Member's filing of a petition signed by Voting Members holding twenty percent (20%) of the votes of the Association requesting such a meeting. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by a majority vote when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt; provided, however, that (i) each Unit Owner shall be entitled to notice, in the same manner as provided in Section 5.5 hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate assessment; and (ii) the Board shall meet no less than four (4) times each year. A majority of the total number of members on the Board shall constitute a quorum. Any member of the Board may succeed himself/herself.

(b) Except as otherwise provided in Section 5.6(d) hereof, in the event the Board adopts a budget requiring assessment against the Unit Owners in any fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments for the preceding year, the Board, upon written petition by the Voting Members with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action, shall call a meeting of the Voting Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the vote of the Voting Members present are cast at the meeting to reject the budget or separate assessment, the budget or separate assessment shall be deemed to be ratified.

(c) Any Common Expenses not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners.

(d) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions of Section 5.6(b). As used herein, "emergency" means immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(e) That assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners.

(f) The Board shall elect from among its members a President who shall preside over both its meeting and those of the voting Members, and who shall be the chief executive officer of the Board and the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the voting Members and who shall, in general, perform all the duties incident to the office of the Secretary, including the one to mail and receive all notices and execute all amendments hereto as provided herein and in the Act; and a Treasurer to keep the financial records and books of account. Such additional officers may be elected as the Board shall see fit to elect from among the members of the Board. Any of the duties of these officers may be delegated to another member of the Board or to a managing agent of the Association, as approved by at least

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a majority of the Board. The term of office for each officer shall be until the next succeeding annual meeting of the Board, and until his successor shall be duly elected or appointed and qualified pursuant hereto. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he/she succeeds. Any officer may be removed at any time by a vote of a majority two-thirds (2/3) of the total Board. Any officer may succeed himself/herself.

(g) Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than forty-eight (48) hours prior to the date of such meeting.

(h) All meetings of the Board, except as otherwise provided by the Act, shall be open to attendance by any Unit Owner, and notice thereof, except as otherwise provided herein, shall be mailed or delivered to each Unit Owner not less than forty-eight (48) hours prior thereto unless a written waiver of such notice is signed by such Unit Owner before the meeting is convened. A copy of such notice of meeting is required to be given herein shall be posted in a conspicuous place in the Building at least forty-eight (48) hours prior to the time fixed for such meeting. Any vote on matters which may, under the Act, be discussed in a meeting not open to attendance by any Unit Owners, shall be taken at a meeting or portions thereof open to any Unit Owners. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open under the Act by tape, film, or other means provided, however, that the Board may prescribe reasonable Rules and Regulations governing the right to make such recordings.

(i) Any Board member may be removed from office, at any time after the election of directors pursuant to Section 5.6(a) hereof, by a affirmative vote of the Voting Members owning at least two-thirds (2/3) of the Units, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose or it may be filled by the Board as provided above.

(j) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by Section 5.5(d) and 5.6(e) hereof, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

5.7 **General Powers of the Board.** The Board shall have the following general powers:

(a) The Board may engage the services of an agent to manage the portions of the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board.

(b) The Board or its agents, upon reasonable written notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible or to make emergency repairs as may be necessary to prevent damage to the Common

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Elements or to any other Unit or Units. The Board shall determine what is reasonable based on the facts and circumstances of the situation and such prior written notice is not required to address an emergency, as determined by the Board.

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

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

(e) The Board shall have the power and duty to provide for the designation, hiring, and removal of employees and other personnel, including lawyers and accountants, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

(f) The Board shall have the power to exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Declaration or the Act. More specifically, the Board shall exercise for the Association all powers, duties and authority vested therein by law or the condominium instrument, except for such powers, duties and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

- (i) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements in a neat and orderly manner and in accordance with the ordinances of the Village;
- (ii) Preparation, adoption and distribution of the annual budget for the Property;
- (iii) Levying of assessments;
- (iv) Collection of assessments from Unit Owners;
- (v) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (vi) Obtaining adequate and appropriate kinds of insurance;
- (vii) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;

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- (viii) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed Rules and Regulations, notice of which contains the full text of the proposed Rules and Regulations; however, no Rules or Regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of the Article I of the Illinois Constitution;
- (ix) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (x) Having access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements (to the extent the Association is responsible for such maintenance, repair or replacement) therein or accessible therefrom, or for making repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;
- (xi) Payment 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 other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;
- (xii) Imposition of charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of this Declaration and Rules and Regulations of the Association;
- (xiii) By a majority vote of the entire Board, assignment of the Association's right to future income from Common Expenses or other sources, and mortgage or pledge of substantially all of the remaining assets of the Association;
- (xiv) Recording the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility where authorized by the Unit Owners under the provisions of Section 4.9 hereof;
- (xv) Recording the granting of an easement for the laying of cable television or high-speed internet cable where applicable pursuant to the provisions of Section 4.3(b) hereof;
- (xvi) To reasonably accommodate the needs of a handicapped Unit Owner as required by the Federal Civil Rights Act of 1968, the Illinois Human

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Rights Act and of any applicable local ordinances in the exercise of its powers with respect to the use of the Common Elements or approval of modifications to any individual Unit or relocation of a Parking Space; and

- (xvii) To take all other reasonable actions in order to keep the Property, the Association and the Common Elements operating in an orderly fashion.
- (g) Subject to the provisions of Section 4.6 hereof, the Board, for the benefit of all the Unit Owners, shall acquire and shall pay from the maintenance fund hereinafter provided for, the following:
  - (i) Operating expenses of the Common Elements, including water, electric and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units;
  - (ii) Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such services shall be Common Expenses;
  - (iii) Painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the interior surfaces of the Units and repair of windows and frames which the Unit Owners shall paint, clean, decorate, maintain, and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper;
  - (iv) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for, pursuant to the terms of this Declaration and Bylaws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first-class condominium development or for the enforcement of the restrictions contained herein;
  - (v) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners; and

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- (vi) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Building, or if a Unit Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.
- (h) The Board shall also receive as the billed party, and shall pay, all expenses and charges for utilities (including without limitation natural gas, electric and water) service to and usage by the Units, in the event such utilities are not separately metered to the Units. The Board shall assess all such expenses and charges for non-metered utilities service to the Units, to the respective Unit Ownerships in accordance with the percentages of ownership of each such Unit Ownership in the Common Elements, as such percentages are set forth in Exhibit A attached hereto, except in the following instances:
- (i) Notwithstanding anything to the contrary provided above, the Board shall have the right and authority to impose and levy a special assessment against any Unit Ownership, to the extent such Unit makes excessive use of any non-metered utility. For purposes hereof, "excessive use" shall mean an objectively determined usage of a particular utility which exceeds by at least fifty percent (50%) the average usage of said utility by the entirety of the Units (including the questioned Unit), measured over the same time period. The Board is hereby granted an easement over each and all the Units for the purpose of installing, reading, calibrating, servicing and removing any device(s) intended to temporarily measure usage of any non-metered utility.
- (ii) Notwithstanding anything herein to the contrary provided, the Board shall have the right and authority to purchase and install separate metering devices in all (and not less than all) the Units for the purpose of metering any previously non-metered utilities services, and to assess the cost thereof in whole or in part against the Unit Ownerships, to pay for such installation in whole or in part with the proceeds of any contingency reserve or of any financing or borrowing, upon the affirmative vote of the Board and of at least a majority of the Unit Owners, said vote to be cast at a duly convened annual or special meeting of the Unit Ownership. Upon the completion of such installation, the expenses and charges of such newly-metered utility shall be billed to and paid by the Unit Owners.
- (i) The Board by a vote of at least two-thirds (2/3) of the persons on the Board have the authority to lease or to grant licenses, concessions and contracts with respect to any part of the Common Elements, all upon such terms as it deems appropriate.



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(j) The Board shall have the power to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or at a sale pursuant to an order of direction of a court, or other sale, upon the consent or approval of Unit Owners having not less than two-thirds (2/3) of the total votes. Such Unit Owner approval is not needed for the Association to bid for and purchase a Unit at a judicial sale pursuant to a foreclosure action initiated by the Association so as to foreclose on its lien for Common Expenses under the Act.

(k) The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

## 5.8 Insurance.

(a) No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes the following:

- (i) Property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage, at the time of purchase and at each renewal date, for special form causes of loss, and (iii) in a total amount of not less than the full insurance replacement cost of the Property, less deductibles, but including coverage sufficient to rebuild the insurance property in compliance with Building code requirements, including Coverage B demolition costs and Coverage C increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of the insured Building value or \$500,000, whichever is less.
- (ii) Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Property in a minimum amount of \$1,000,000.00 or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. Such insurance shall comply with the insurance provisions of the Act.
- (iii) The Association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or distribute funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

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- (iv) The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board. Directors' and officers' liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not for Profit Corporation Act of 1986 or this Declaration and Bylaws. This coverage shall include, but not be limited to, coverage of defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. This insurance shall include as an insured past, present, and future Board members while acting in their capacity as member of the Board, the managing agent and employees of the Board and the managing agent.
- (v) Umbrella Liability insurance in excess of the required Comprehensive General Liability and Employer Liability policies in an amount deemed desirable by the Board, but in no event less than Nine Million Dollars (\$9,000,000.00) with respect to each occurrence. Such policy shall be no less than "following form" coverage of the primary liability policies.
- (vi) Worker's Compensation and Employer Liability (minimum amount - statutory limits) as necessary to comply with applicable laws, including Voluntary Compensation to cover employees not covered under the Illinois statute for benefits.
- (vii) Such other insurance which the Board determines to be appropriate to protect the Association, the Unit Owners, or Officers, Directors, or Agents of the Association.

The premiums for the above described insurance and bond, except as otherwise provided in this Section 5.8, shall be Common Expenses. Any management company holding reserve funds of the Association shall at all times maintain a separate account for each association.

(b) The insurance maintained under Section 5.8 (a) (i) must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance shall not cover improvements and betterments to the Units installed by Unit Owners.

Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the Developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners or any other

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additions, alterations or upgrades installed or purchased by any Unit Owner.

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

(d) Insurance policies carried pursuant to Section 5.8 (a) and (b) must include each of the following provisions:

- (i) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.
- (ii) 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.
- (iii) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

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

(f) Any loss covered by the Property policy under Section 5.8 (a)(i) must be adjusted by and with the Association. The insurance proceeds for the loss must be payable to the Association, or to an Insurance Trustee designated by the Association for that purpose. The Insurance Trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings and floors of the Units, and then to any improvements and betterments the Association may insure. Unit owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

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

If the Unit Owner does not purchase or produce evidence of insurance, the Board

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may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

(h) 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 the managing agent as additional insured parties.

(i) All insurance provided for in this Section 5.8 shall be effected under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Illinois and holding a current Policyholder's Alphanumeric and Financial Size Category Rating of not less than A(VII) according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service. All such policies shall provide a minimum of sixty (60) days advance notice of cancellation in writing to the insured thereunder unless such cancellation is for nonpayment of premium in which case ten (10) days advance written notice shall be sufficient.

(j) All policies of insurance of the character described in clauses (i) and (ii) of paragraph (a) of this Section 5.8 (i) shall name as insured: the Board, as trustees for the Unit Owners, in the percentages established in Exhibit A to this Declaration; and shall also name as an insured the Insurance Trustee described in subparagraph 5.8(f), as the respective interests of all of such insureds may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners, whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit. Policies of insurance of the character described in clause (i) of paragraph (a) of this Section 5.8 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in clauses (i) and (ii) of paragraph (a) of this Section 5.8, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(k) All policies of insurance of the character described in clauses (iii), (iv), and (v) of paragraph (a) of this Section 5.8 shall name as insureds the Association, the Board, its managing agent, and the other agents and employees of such Association, Board and managing agent and shall also provide coverage for each Unit Owner (but as to the insurance described in Section 5.8(a)(iv) hereof, only with respect to those portions of the Property not reserved for their exclusive use). In addition, all policies of insurance of the character described in clauses (i), (ii) and (iii) of paragraph (a) of this Section 5.8 shall contain an endorsement or clause whereby the

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insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, their respective employees and agents, and the Unit Owners and Occupants.

(l) The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums and obtain a binder on the policies of insurance described in paragraph (a) of this Section 5.8 at least thirty (30) days prior to the expiration date of the respective policies, and upon written request therefor, shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

(m) Loss, if any, under any policies of insurance of the character described in clauses (i), (ii) and (iv) in paragraph (a) of this Section 5.8 shall be adjusted with the Board, and the insurance proceeds on account of any such loss shall be paid and applied as follows:

- (i) To the Board, as trustee for each of the Unit Owners in their respective percentages of ownership in the Common Elements as established in this Declaration, in the case of any one loss, of Fifty Thousand Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendor's, mechanic's, materialman's, and other similar liens; or
- (ii) In the case of any one loss exceeding Fifty Thousand Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to any such entity designated by the Association to act as trustee for the Board (the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this subparagraph (ii). If such entity (or its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees, and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the

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Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

(n) Each Unit Owner shall also be responsible for (i) physical damage insurance on the personal property in his Unit and elsewhere on the Property, and any improvements and betterments to his Unit (whether installed by such Unit Owner or any prior Unit Owner or whether originally in his Unit); and (ii) his additional living expense.

(o) Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance or would be covered by insurance for which such Unit Owner is responsible pursuant to Sections 5.8.

(p) The Board shall not be responsible for obtaining physical damage insurance on any improvements and betterments to a Unit or any personal property of a Unit Owner or any other insurance for which a Unit Owner is responsible pursuant to Section 5.8.

(q) The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Section 5.8 if the economic savings justifies the additional risk. The deductibles shall be on a per occurrence basis irrespective of the number of insureds suffering injury or damage. Expenses included within the deductible amount arising from insurable loss or damage shall be treated as Common Expenses.

**5.9 Liability of the Board of Directors.** Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having

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been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, the Association was involved in the settlement negotiations and agreed to the terms prior to the formal execution of the same, or (c) in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. For any member of the Board to seek indemnification, such Board member must have advised the Association in writing, within seventy-two (72) hours of learning of any claim or potential claim and such Board member must seek the Association's prior written approval to hire, retain or otherwise incur any legal expenses and fees and the Association will not unreasonably withhold such approval. Notwithstanding the foregoing, the Association has the right to designate legal counsel to represent the member(s) of the Board.

5.10 **Resale or Refinancing of Units.** In the event of a resale of any Unit by a Unit Owner, after the written request by such Unit Owner, the Board, or the managing agent, shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. In the event of a refinancing of any Unit by a Unit Owner after the written request by such Unit Owner, the Board or the managing agent shall deliver such documents and disclosures as a lender may reasonably and customarily request. The Board shall be allowed to charge a reasonable fee to cover the direct out-of-pocket cost (including copying), for providing such information.

## **ARTICLE 6** **COMMON EXPENSES-MAINTENANCE FUND**

6.1 **Preparation of Estimated Budget.** On or before November 1 of each year, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for adequate reserves, including, without limitation, amounts to maintain a Capital Reserve, as hereinafter defined as Section 6.2 hereof, and amounts to make repairs to and to pay real estate taxes on the Common Elements. Within fifteen (15) days thereafter, the Board shall notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof and containing each Unit Owner's respective assessment provided, however, that such annual budget shall be furnished to each Unit Owner at least twenty-five (25) days prior to its adoption by the Board. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit A attached hereto. On or before January 1 of the ensuing year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this

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paragraph (“Monthly Assessment”). On or before April 1 of each calendar year following the initial meeting of the Voting Members, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. The Board shall have the discretion to dispose of any surplus in only the following ways: (1) contribute the surplus to the Association’s reserve fund; and/or (2) maintain the funds in the operating account, in which case the funds shall be applied as a credit when calculating the following year’s annual budget. If the fiscal year ends in a deficit, then the Board shall have the discretion to address the deficit by incorporating it into the following year’s annual budget. For purposes of this Declaration and the management and operation of the Property, the calendar year shall be deemed to be the fiscal year of the Association.

6.2 **Capital Reserve/Reserve: Supplemental Budget.** The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements (the “Capital Reserve”) or Reserves for other proper purposes as determined by the Board per the terms of this Declaration, including expenditures related to maintenance of the Common Elements. The Board shall determine the appropriate level of the Capital Reserve or Reserves based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve or Reserves and each Unit Owner shall be deemed to make a contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. If the estimated Common Expenses contained in the budget prove inadequate, are not otherwise included in original budget, or for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

6.3 **Failure to Prepare Annual Budget.** The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner’s obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.4 **Records of the Association.** The Board shall maintain such records of the Association as may be required pursuant to the Act. Owners shall be entitled to inspect and examine such records per the terms of the Act.



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6.5 **Status of Collected Funds.** All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments or user charges) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit A.

6.6 **Non-Use and Abandonment.** No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment for his or their Units.

6.7 **Late Fees.** Monthly Assessments are due on the first business day of each calendar month. Payments postmarked on or before the first business day of the month or received by the fifteenth of the month shall be deemed paid on time. The amount and application of late fees shall be determined from time to time by the Board of Directors and assessed.

## **ARTICLE 7** **COVENANTS AND RESTRICTIONS** **AS TO USE AND OCCUPANCY AS TO RESIDENTIAL UNITS**

Residential Units shall be occupied and used as follows:

(a) Each Residential Unit (or any two or more adjoining Residential Units used together) shall be used for housing and related common purposes for which the Property was designed and for no other purpose, except as otherwise allowed herein. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford ingress and egress to and from such adjoining Units; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish to the Board not less than ten (10) days prior to the date the Unit Owner desires to commence such work all plans detailing the work to be done; (iii) the Board consents to the performance of such work; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; and (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose, and except in areas which are Limited Common Elements serving exclusively the Unit of the Unit Owner obstructing same) without the prior consent of the Board or except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Nothing shall be done or kept in any Unit or in the Common Elements serving the Units which will increase the rate of insurance on the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

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(d) In order to enhance the sound conditioning of the Building, the floor covering for all occupied Residential Units shall meet the minimum standard as may be specified by Rules and Regulations of the Board and by Section 4.5(b)(ii) hereof; provided, however, that the floor covering existing in any Unit as of the date of the recording of this Declaration shall be deemed in compliance with any such Rules and Regulations.

(e) No animals shall be raised, bred or kept in any Unit or the Common Elements, except for dogs and cats (but not more than two (2) animals per Unit), small birds and fish of a Unit Owner, provided said animals are of a breed or variety commonly kept as household pets, are not kept or bred for any commercial purpose, are not allowed to run loose on the Property, are kept in strict accordance with such other Rules and Regulations relating to household pets as may be from time to time adopted or approved by the Board, and do not, in the judgment of the Board, constitute a nuisance to others. Each Unit Owner and each occupant shall be responsible for picking up after any animal bred or kept in such Unit Owner's or occupant's respective Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements. Pets shall not be allowed in any passenger elevator on the Property unless they are carried in the Unit Owner's arms and/or on a leash.

(f) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. No Unit Owner shall overload the electric, cable or communications wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the managing agent, acting in accord with the Board's direction. No Unit Owner shall overload the floors of any Unit. Waterbeds and other furnishing which may cause floor overloads shall be placed, kept or used in any Unit only in accordance with advance written Board approval.

(g) No Unit Owner of any Residential Unit shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit or which may be visible from the outside of his Unit (other than draperies, curtains or shades which shall be white-lined, subject to the Rules and Regulations of the Board), or paint or decorate or adorn the outside of his/her Unit, or install outside his Unit any canopy or awning, fixtures, floor mats or items of any kind without the prior written permission of the Board or the managing agent, acting in accord with the Board's direction. No Unit Owner shall install an outside radio or television antenna, other equipment or satellite dish on the Common Elements, including the Limited Common Elements, without obtaining the Board's prior written approval only so the Board can confirm the area for which the outside radio or television antenna, other equipment or satellite dish will be installed is not a Common Element which the Owner does not have exclusive use over. No Owner of a Residential Unit, except as provided below, shall display, hang, store or use any sign outside his/her Unit, in a hallway or elsewhere, or which may be visible from outside of his/her Unit, without the prior written permission of the Board.

(h) Articles of personal property belonging to any Unit Owner, such as baby

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carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in any Parking Space, balcony or area constituting part of the Common Elements, except in storage areas specifically designated for such use by the Board or by the managing agent, acting in accord with the Board's direction. No vehicles shall be parked on the Property except in a Parking Space. No unlicensed or inoperative vehicles shall be kept on the Property. Notwithstanding anything contained herein to the contrary, only outdoor grilling equipment and lawn furniture may be placed or kept in any balcony on the Property subject to such further Rules and Regulations governing the use of such balconies that may be enacted by the Board from time to time. No plant material of any kind which overhangs the railing of any balcony may extend below the floor of such balcony.

(i) Conduct of a business, trade, occupation or profession within a Unit shall be subject to the Village's Zoning Ordinance. Such conduct shall not be allowed if it results in a non-Owner or occupant from conducting business out of the Unit or results in the Owner or occupant regularly meeting with third parties within the Unit to conduct business, as determined by the Board.

(j) The Unit restrictions in paragraph (a) of this Section 7 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal resident use and not in violation of paragraphs (a) of this Section 7.

(k) Trash, garbage and other waste shall be kept only in sanitary containers inside the Unit and/or such other area as designated by the Board, and such containers shall be brought to a central area serving a Unit and shall be disposed of in a clean and sanitary manner as prescribed from time to time in Rules and Regulations duly adopted by the Board. After emptying, the containers shall promptly be returned to said Unit and/or such other area as designated by the Board.

(l) Except as otherwise provided in Section 7, the provisions of the Act, this Declaration and Rules and Regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed in connection with a Unit. The Unit Owner leasing the Unit shall deliver a copy of the signed lease and lease application, an administrative fee if required by the Association's Rules and Regulations, to the Board within ten (10) days after the lease is executed or the date of occupancy, whichever occurs first. Any lease shall be for a stated term of one (1) year or more and can be for no less than the entire Unit. Such lease shall also be subject to Section 13.2. The Association may prohibit a tenant from occupying a Unit until the Unit Owner complies with the leasing requirements prescribed by this paragraph. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by tenant of any covenants, Rules, Regulations or Bylaws. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the Unit Owner and the Unit Owner's lessee in the event of any violation of this paragraph or of any other provisions of this Declaration concerning Unit leasing.

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(m) This Declaration is subservient to the ordinances and regulations enacted and promulgated by the Village.

(n) Subject to the terms hereof, roof top installation of antennas, aerials, satellite dishes or similar apparatus shall be permitted subject to compliance with such Rules and Regulations that the Board may enact with regard to weight and wind loads, wiring location, access for maintenance and availability of roof top space.

(o) No noxious, unlawful or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants or which shall in the judgment of the Board cause unreasonable noise or disturbance to others. No speakers shall be allowed to be placed on, attached to or located within the wall cavity of a common wall or within the ceiling cavity of any Residential Unit.

## ARTICLE 8 DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING

8.1 **Sufficient Insurance.** In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus Capital Reserves, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Capital Reserve shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as provided herein or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. Subject to the terms of the Declaration, in the event such repair, restoration, or reconstruction is not undertaken the net proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit A, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

8.2 **Insufficient Insurance.**

(a) If the insurance proceeds and the Capital Reserve are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

(b) In the case of damage or other destruction in which fewer than one-half ( $\frac{1}{2}$ ) of the Units are rendered uninhabitable, upon the affirmative vote of no fewer than three-fourths ( $\frac{3}{4}$ ) of the Unit Owners voting at a meeting called for the purpose, the Building or other portion of

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the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives, shall present to the members present, an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the affirmative vote of no fewer than three-fourths ( $\frac{3}{4}$ ) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Units or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments as such Unit or portion thereof by the Unit Owner shall cease.

8.3 **Eminent Domain.** In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The 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 interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will 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 such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof and any proceeds from a settlement shall be payable to the Association. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit A, after first

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paying from the share of each Unit Owner the amount of any unpaid liens on this Unit, in the order of the priority of such liens.

## ARTICLE 9 SALE OF THE PROPERTY

At a meeting duly called for such purpose and attended by all Unit Owners, the Unit Owners by affirmative vote of at least seventy-five percent (75%) of the Unit Owners, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.

## ARTICLE 10 REMEDIES

10.1 **Violations.** Upon the occurrence of any violation of this Declaration, the Bylaws, or the Rules and Regulations of the Association, the Board shall have the rights and remedies set forth in Section 10.2 of this Declaration.

10.2 **Remedies.** Upon the occurrence of any violation of this Declaration, the Bylaws, or the Rules and Regulations of the Association described in Section 10.1, the Board shall have the following rights and remedies:

(a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner, in the manner set forth in this Declaration of a notice to quit and deliver up possession which right may be enforced by an action for possession under the Eviction Act.

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

(c) Upon the occurrence of a violation of the Declaration, Bylaws, or Rules and Regulations, including without limitation, failure by a Unit Owner to pay his/her percentage share of Common Expenses or user charges, the Board shall have a lien on the interest of the defaulting Unit Owner in his/her Unit Ownership in the amount of any sums due from such Unit Owner. The Association's lien shall include all amounts due and owing for unpaid assessments, fines, other

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charges, late fees, management fees incurred by the Association because of its managing agent's efforts to collect unpaid assessments, attorney's fees and costs. The Association shall have the right to collect the amounts claimed due and owing pursuant to the Eviction Act and/or to foreclose on its lien against the property.

(d) The Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit and thereupon an action may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him/her and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner.

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or occupant of the Unit as permitted by law including, without limitation, an action (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration, the Bylaws, contractual obligation to the Board or Association undertaken by such Unit Owner, or Rules and Regulations promulgated by the Board may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to exercise any such rights or remedies to enforce any provisions of this Declaration, the Bylaws or Rules and Regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

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

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## ARTICLE 11 MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit Ownership ("First Mortgagee") and to the extent if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on a Unit ("Insurer or Guarantor") and the Unit number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of any Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Unit, whichever occurs first (except for any sums which are reallocated among the Unit Owners pursuant to Article 10). To the extent this subparagraph conflicts with the provisions of the Act, the provisions of the Act shall control.

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

- (i) to examine current copies of this Declaration, the Bylaws, Rules and Regulations and the books and records of the Association during normal business hours;
- (ii) to inspect and examine any annual audited financial statements which are prepared and distributed by the Association to the Unit Owners within one hundred twenty (120) days at the end of each of its respective fiscal years;
- (iii) to receive notices of all meetings of the Association and to designate a representative to attend all such meetings;
- (iv) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, Bylaws contained herein or Articles of Incorporation;
- (v) to receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; and
- (vi) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.



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(c) No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

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

- (i) by act or omission, seek to abandon or terminate the condominium regime;
- (ii) change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and (2) determining the pro rata share of ownership of each Unit Owner in the Common Elements, except as provided in this Declaration;
- (iii) use hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by the Act in case of substantial loss to the Units and/or the Common Elements.

(e) Unless the First Mortgagees of the individual Units representing at least fifty-one percent (51%) of the votes in the Association have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to do or permit to be done any of the following:

- (i) The abandonment, partition, subdivision, sale, or transfer of substantially all of the Common Elements, excluding the Limited Common Elements, (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Property and except for the encumbrance, sale or transfer of the percentage of ownership in the Common Elements in connection with the encumbrance, sale or transfer of a Unit Ownership);
- (ii) The sale of the Property; or
- (iii) The removal of substantially all of the Property from the

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provisions of the Act and this Declaration.

(f) Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within sixty (60) days after the mailing of the request.

**ARTICLE 12**  
**COVENANTS AND RESTRICTIONS**  
**AS TO USE AND OCCUPANCY AS TO COMMERCIAL UNITS**

Commercial Units shall be occupied and used as follows:

(a) Each Commercial Unit shall be used for any business or commercial use or purpose allowed under the Village Zoning Ordinance, and for no other purpose. No Commercial Unit shall conduct any business that is illegal or prohibited within the Village.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose, and except in areas which are Limited Common Elements serving exclusively the Unit of the Unit Owner obstructing same) without the prior consent of the Board or except as hereinafter expressly provided. Each Commercial Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) No Commercial Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) In order to enhance the sound conditioning of the Building, the Commercial Unit Owner shall take all steps necessary to prevent any unreasonable noise or disturbance from being created so as to create an unreasonable disturbance within the Common Elements or the Residential Units.

(e) The Commercial Unit Owner shall have the right to make alterations and improvements to the Common Elements appurtenant to his/her Commercial Unit, without the consent or prior approval of the Board, however, nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. The Commercial Unit Owner shall have the right to make improvements or alterations to the Common Elements, however when locating and relocating such Common Elements, only Common Elements in or serving the Commercial Units may be so located or relocated. No Commercial Owner shall overload the electric, cable or communications wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the managing

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agent, acting in accord with the Board's direction.

(f) No Commercial Unit Owner shall install an outside radio or television antenna, other equipment or satellite dish on the Common Elements, including the Limited Common Elements, without obtaining the Board's prior written approval only so the Board can confirm the area for which the outside radio or television antenna, other equipment or satellite dish will be installed is not a Common Element which the Owner does not have exclusive use over.

(g) Nothing shall be stored in the Common Elements, except in storage areas specifically designated for such use.

(h) Each Commercial Owner shall be responsible for providing waste removal from his Commercial Unit, at his expense. Each Commercial Owner shall ensure all garbage is promptly removed to prevent any build up or infestation of any kind. Trash, garbage and other waste shall be kept only in sanitary containers.

(i) Each Commercial Owner shall be responsible for maintaining the interior of the Commercial Unit and to make any and all necessary repairs and complete such routine maintenance, including but not limited to any needed extermination, plumbing or electrical work, which may be necessary to prevent any damage to the Common Elements or any Residential Unit. Any increased costs to the Association because of a Commercial Owners failure to maintain, repair or replace any part of the Commercial Unit shall be assessed back to the Commercial Owner, in whole or in part as determined by the Board, as such expenses shall be collected in the same manner as unpaid assessments.

(j) Each Commercial Owner is responsible for the actions, inactions, or negligence of its tenants, invitees or guests, including their customers and employees.

(k) The terms of this Declaration are subject to the ordinances and regulations enacted and promulgated by the Village.

(l) No noxious, unlawful or offensive activity, including but not limited to noxious smells, shall be carried on in any Commercial Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants or which shall in the judgment of the Board cause unreasonable noise or disturbance to others. No speakers shall be allowed to be placed on, attached to or located within the wall cavity of a common wall or within the ceiling cavity of any Residential Unit.

(m) The Commercial Unit Owner is allowed to make such improvements or alterations to the Commercial Units, including but not limited to installation of windows, doors, plantings, landscaping, exterior painting, decorating to the outside area of the Commercial Unit, with the prior written approval of the Board, which shall not be unreasonably withheld. No alteration shall impair the structural integrity of the Building or any Unit, whether Commercial or Residential. Any decorating within the Commercial Unit does not require prior Board approval.

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(n) Each Commercial Owner shall have the right to install and maintain signs within the Commercial Units subject to Board approval, provided such work does not affect the structure of the Common Elements or increase the cost of insurance required to be carried by the Board hereunder or create an unreasonable disturbance for any Owner.

(o) Commercial Units may be leased but such lease arrangements must be in writing and for a term of at least one (1) year. The Commercial Unit Owner shall provide the Association with a copy of the lease within ten (10) days of it being executed or prior to occupancy, whichever occurs first.

(p) Any and all work performed by Unit Owners of the Commercial Units shall be done and subsequently maintained in a good and workman like manner in compliance with all codes and ordinances during normal working hours and shall not affect the structure, security or functionality of the Common Elements except during normal installation or construction activities and shall conform to all engineering and performance standards thereof (including, but not limited to, security systems, electrical systems, heating, air conditioning and ventilating systems) or the use or enjoyment of any other Unit Owner or increase the cost of insurance required to be carried by the Board hereunder. Not less than fifteen (15) days prior to the commencement of any such work by the Commercial Unit Owner, true and correct plans and specifications for such work shall be delivered to the Board's President or other officer together with a written schedule for the completion thereof. In addition, and prior to such fifteen (15) days, for any such work to be done to the Common Elements, such Unit Owner shall at its sole cost and expense, for the mutual benefit of itself and the Board and the Property and Owners thereof, maintain personal injury and property damage liability insurance against claims for personal injury, death, or property damage occurring on, in or about the Premises during the period of such work for not less than \$2,000,000. All such insurance shall be obtained by valid and enforceable policies, issued by insurers of recognized responsibility and licensed to do business in the State of Illinois. All such work shall be completed at the Commercial Unit Owners' cost and expense free of all mechanics' or materialmen's lien claims. Not less than fifteen (15) days after completion of such work, such Unit Owner shall deliver to the Board such copies of lien waivers and constrictors and subcontractors sworn statements as may be required or customary in documenting releases of such liens to protect such Common Areas from any and all mechanics' or materialmen's lien claims.

(q) The Association shall not impose any special user or service charges for the use of the Common Elements, which are not similarly assessed against other Unit Owners, against the Unit Owner of the Commercial Units; however, the Unit Owner of the Commercial Units shall have the electricity, gas and water utility service for each of the Commercial Units separately metered and paid for by Unit Owner of the Commercial Units directly to each such utility. In the event that a portion of the Common Expenses is for electricity, gas or water utility service provided to the Residential Units that is not separately metered to those Unit Owners, a credit for such expense shall be given to the Unit Owners of the Commercial Units for the amount so included in the Common Expenses. Such credit shall be computed as follows: the amount for such utility service included in the Common Expense shall be multiplied by 1.08469 and the product thereby derived shall be multiplied by the percentage of ownership of each Commercial Unit, which amount shall be the credit due each of the Unit Owners of the Commercial Units,

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respectively, for such utility service.

## ARTICLE 13 TRANSFER OF A UNIT

13.1 **Unrestricted Transfers of Commercial Units.** Subject to the terms of this Declaration, a Commercial Unit Owner may, without restriction under the Declaration, sell, give, devise, lease or otherwise transfer his entire Commercial Unit. Notice of any such unrestricted transfer shall be given to the Board, by providing a copy of such lease to the Association within ten days of it being executed or prior to occupancy of the Unit, whichever occurs first.

13.2 **Restricted Transfer of Residential Units.**

(a) Except as otherwise provided herein, all occupied Residential Units shall be Owner occupied as of the date of the adoption of this Declaration.

(b) Only those Residential Unit Owners currently leasing who provide a copy of their lease to the Association within ten (10) days of the adoption of this Declaration may continue to lease their Residential Unit until the current lease expires. Thereafter, the occupied Residential Unit must be Owner occupied and the Owner must comply with the terms of this restriction. A Residential Unit Owner's failure to provide a copy of the lease to the Board may result in the Board pursuing all legal remedies available to it, including enforcement of this restriction. Following the expiration of the current lease the Residential Unit Owner must comply with the terms of this restriction.

(c) To avoid hardships and to meet special situations, a Residential Unit Owner of a Residential Unit may apply for a hardship waiver of enforceability of this restriction. What is considered a hardship shall be in the sole discretion of the Board of Directors. The Unit Owner must submit a request, in writing, to the Board requesting a hardship waiver, setting forth all reasons why he or she is entitled to same. If the Board determines a hardship exists, the Residential Unit Owner requesting such hardship will be permitted to lease his/her Unit for a period not less than and not to exceed one (1) year and to lease the entire Unit only. Once the tenant moves out or this period expires, whichever occurs first, the Unit Owner must come into compliance with this restriction. Failure to abide by all Rules and Regulations of the Association may result in revocation of hardship status.

(d) Any Residential Unit not occupied by the Owner, his/her spouse, significant others, parents, or children shall be considered leased to the occupant and subject to the provisions of this and all other requirements of the Association. If the legal ownership of any particular Residential Unit is in trust, then this provision shall apply if the Unit is not occupied by the beneficiary of the trust or the beneficiary's legal spouse, parent or child.

(e) Every lease shall prohibit subleasing.

(f) No later than the date of occupancy or 10 days after the lease is signed, whichever occurs first, the Residential Unit Owner shall provide the Board with the name and

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address of the Lessee, as well as with a copy of the proposed lease, including rental fees, term of lease and any riders to the lease. The Board shall provide the Unit Owner with a "Rider to Lease" in the form prescribed by the Board from time to time, which shall be added to lease and shall be signed by all parties to the lease.

(g) All costs and expenses, including attorney's fees, incurred by the Board in connection with any violations of this leasing restriction shall be assessed to the account of the Residential Unit Owner responsible thereof as part of the Common Expenses.

(h) Residential Unit Owners allowing family members or other parties to occupy their Unit without a formal lease are required to submit a letter containing all pertinent information (normally found on the lease agreement) and must provide the family member/other party with all the information and documents as would be supplied to any other tenant.

(i) Each Residential Unit Owner shall be responsible for the actions of his/ her tenants. If a tenant violates any provision of the Declaration, Bylaws, or Rules and Regulations, the Board, at its discretion, shall determine what action should be taken against the Unit Owner and/or tenant, as the case may be. When the Board determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action(s) are necessary to terminate the lease. All costs of said termination, including attorney's fees and court costs, shall be assessed to the Unit Owner.

**13.3 Financing of Purchase by Association.** The Board shall have authority to make such mortgage arrangements and other financing arrangements, and to authorize such special assessments proportionately among the respective Unit Owners, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein to be purchased or leased, and the percentage interest in the Common Elements appurtenant thereto.

### **13.4 Miscellaneous.**

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

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

(c) The Board may adopt Rules and Regulations, from time to time, not inconsistent with the provisions of this Declaration, for the purpose of implementing and effectuating said provisions.

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## ARTICLE 14 GENERAL PROVISIONS

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

14.2 **Manner of Giving Notices.** Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the Unit address of any member of the Board or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him/her by giving written notice of his/her change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person, or, if addressed to a Unit Owner, when deposited in his mailbox at such address as he/she may have designated pursuant hereto, or if he has not so designated, in the Building or at the door of his Unit in the Building. Notice shall also be proper if it is sent through acceptable technological means and is so consented to by the Owner.

14.3 **Notices of Estate or Representatives.** Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party as his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered. Notice shall also be proper if it is sent through acceptable technological means and is so consented to by the Estate or Representative.

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

14.5 **Intentionally Omitted.**

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

14.7 **Change, Modification or Rescission.** This Declaration may be changed, modified or rescinded as provided herein or by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or Vice-President of the

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Board, and approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose, and an affidavit by the Secretary or other member or agent of the Board certifying to such mailing is made a part of such instrument and provided further that any provisions herein which specifically grant rights to holders of first mortgages of record may be amended only with the approval of such holders of first mortgages, who have requested to receive notice. The change, modification or rescission shall be effective upon recording recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no such change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, except to the extent authorized by the Act.

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

14.9 **Perpetuities and Other Invalidity.** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law Rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of John Fitzgerald Kennedy, former President of the United States.

14.10 **Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development. The provisions of this Declaration are subservient to the ordinances and regulations of the Village.

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



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## EXHIBIT A

**UNIT NO.    PERCENTAGE**  
**OF UNDIVIDED**  
**INTEREST**

201	2.4291
202	2.5243
203	2.3211
204	2.3864
205	2.2500
206	2.1263
207	2.2230
208	2.6323
301	2.2372
302	2.5243
303	2.3211
304	2.3864
305	2.2926
306	1.9344
307	2.0638
308	2.7460
401	2.2372
402	2.5243
403	2.3211
404	2.3864
405	2.2926
406	1.9344
407	2.0638
408	2.7460
501	2.1974
502	2.4817
503	2.2741
504	2.3381
505	2.2514
506	1.8392
508	4.6563
601	2.2301
602	2.5001
603	2.3196
604	2.3310
605	2.2173
606	3.9769
608	2.6750
Commercial Space A	6.1398
Commercial Space B	1.6679

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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

We, the undersigned, as Members of the Board of Directors of the Oak Park Opera Condominium established by the aforesaid Declaration, by our signatures below do hereby acknowledge and execute the foregoing Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Bylaws for the Oak Park Opera Condominium.

EXECUTED this 11 day of December.

Matt Dominasi  
PRESIDENT

Robert Schroll  
SECRETARY

David Mayhew  
TREASURER

Justin Lee  
BOARD MEMBER

Terri Fu  
BOARD MEMBER

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## AFFIDAVIT

The Affiant, Matt Duminski, upon oath, states the following:

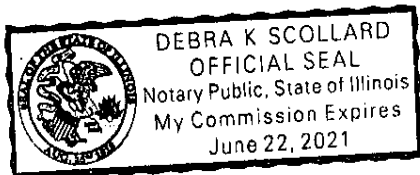
1. I, Matt Duminski, am over twenty-one (21) years of age and have personal knowledge of all matters contained in this Affidavit.
2. I am currently a duly elected member of the Board of Directors or agent for the Board of Directors for the Oak Park Opera Condominium.
3. On September 7<sup>th</sup>, 2019, I caused/directed to be sent via regular mail, a notice to all owners for all Units submitted to the Oak Park Opera Condominium, the Amended and Restated Declaration.
4. Such notice was sent pursuant to all the requirements of the Declaration.
- 5.

Matt Duminski  
SIGNATURE

12/11/2019  
DATE

Subscribed and sworn to before me  
this 11<sup>th</sup> day of December, 2019.

Debra K Scollard  
NOTARY PUBLIC



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## CERTIFICATION

We, the undersigned, as Board Members of the Oak Park Opera Condominium do hereby authenticate the Ballots received and further certify that the required percentage of unit owner approval to adopt the Amended and Restated Declaration was obtained.

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*Mark Tompasi*

PRESIDENT

12/11/2019

DATE

*Robert Schmidt*

SECRETARY

12/11/2019

DATE

*David Mayhew*

TREASURER

12/11/19

DATE

*John C. Lee*

BOARD MEMBER

12/11/19

DATE

*Jim Lee*

BOARD MEMBER

12/11/2019

DATE

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202

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Judith Sully, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. Mason Ave. Park, Illinois.

B. I hereby constitute and appoint any officer of condvass. to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 1<sup>st</sup> day of October 2019 by signing below.

Judith Sully  
UNIT OWNER

*[Faint, illegible text]*

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## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Anthony Grace, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 1102 S. Marion St, Unit 203 Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

For the Amended and Restated Declaration

Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 3<sup>rd</sup> day of September, 201<sup>9</sup>, by signing below.

  
UNIT OWNER

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204

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Theresa Shannon, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. Marion St, Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 4<sup>th</sup> day of October, 2019, by signing below.

Theresa Shannon  
UNIT OWNER

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Ken Huske, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. Marion St #205 Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 2019, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 6 day of Nov, 2019 by signing below.

Ken Huske  
UNIT OWNER

Property of Cook County Clerk's Office



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## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, KINDA Lee, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. Marney unit 206, Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 3 day of October 2019 by signing below.

[Signature]  
UNIT OWNER

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207

### OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, LIPING SUN am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S MARION, Street Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration.

D. In witness whereof, I have executed this proxy on Oct 13 day of Oct, 2019, by signing below.

  
UNIT OWNER

Property of Cook County Clerk's Office

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301

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Mary Czaja, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S Marion Street, Oak Park, Illinois.

B. I hereby constitute and appoint Patty Elmore / Chris Witek to vote as my proxy at the special meeting on October 4, 2019, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 3rd day of September, 2019, by signing below.



UNIT OWNER

Property Of Cook County Clerk's Office

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302

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Kevin J. Rock, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S Marion, Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

For the Amended and Restated Declaration

Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 17 day of October,

2019 by signing below.

Kevin J. Rock  
UNIT OWNER

Property of Cook County Clerk's Office

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303

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Matt Dominski, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S Marion, Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 29 day of September, 201<sup>st</sup> by signing below.

Matt Dominski  
UNIT OWNER

Property of Cook County Clerk's Office

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306

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, CLIFF SAGE, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. MARION, OAK PARK, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

For the Amended and Restated Declaration

Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 4<sup>th</sup> day of SEPTEMBER, 2019, by signing below.

Cliff Sage  
UNIT OWNER

CLIFF SAGE

# UNOFFICIAL COPY

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

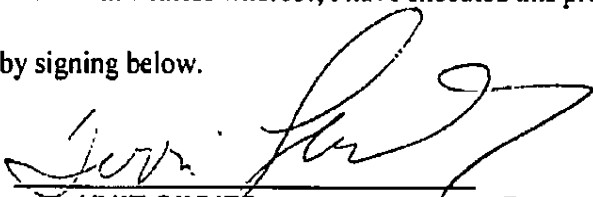
A. I, TERRI LACKEY, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. MARION ST # 307, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 7 day of SEPT, 2019, by signing below.

  
 \_\_\_\_\_  
 UNIT OWNER

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## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Joe McBurn, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 307 170 Manor Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 17<sup>th</sup> day of December, 201<sup>9</sup>, by signing below.

Joe R. McBurn  
UNIT OWNER

Property of Cook County Clerk's Office



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401

**OLD OPERA HOUSE ASSOCIATION NFP**  
*(Complete Section A, B, and D OR A, C, and D)*

A. I, Kathleen A. Buenik, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 So. Marion Oak Park, Illinois.

B. I hereby constitute and appoint Roberta Royals to vote as my proxy at the special meeting on December 11, 2019, at 7:00 P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 5th day of November 2019, by signing below.

Kathleen A. Buenik  
UNIT OWNER

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404

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

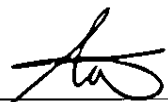
A. I, Miguel Aluen, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S Marion St, Unit 404, Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 11 day of September, 2019, by signing below.

\_\_\_\_\_  
UNIT OWNER 

Property Of Cook County Clerk's Office

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405

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Roberta E. Arnold, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. Marion St., Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

For the Amended and Restated Declaration

Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 21 day of September, 2019, by signing below.

Roberta E. Arnold 405  
UNIT OWNER

Property of Cook County Clerk's Office

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**OLD OPERA HOUSE ASSOCIATION NFP**  
*(Complete Section A, B, and D OR A, C, and D)*

A. I, Tom MacMillan, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. Marion Unit 407 Chicago, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 7<sup>th</sup> day of September, 2019, by signing below.

Tom MacMillan  
UNIT OWNER

Property of Cook County Clerk's Office

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408

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Bobbi Montep, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. Marion St Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 4<sup>th</sup> day of September, 2011, by signing below.

  
UNIT OWNER

Property of Cook County Clerk's Office

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## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

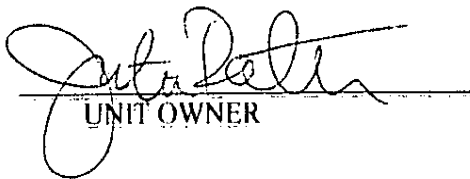
A. I, JUSTIN/JOEY RATH, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. MARION, 503, OAK PARK, Illinois.

B. I hereby constitute and appoint ROBERTA ARNO to vote as my proxy at the special meeting on \_\_\_\_\_, 2012 at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on \_\_\_\_\_ day of \_\_\_\_\_, 2012, by signing below.

  
UNIT OWNER

Property of Cook County Clerk's Office

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## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, David Mangless, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 111 S. Marion, Unit 505, Dak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 2<sup>nd</sup> day of October, 2019 by signing below.

David Mangless  
UNIT OWNER  
Unit 505

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Jeffrey S. Fort, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. Marion St., Unit 506, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on December 11, 2019, at 7:00 P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

For the Amended and Restated Declaration  
 Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 25 day of November, 2019, by signing below.

Jeffrey S. Fort  
UNIT OWNER



# UNOFFICIAL COPY

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Sally Nieto as Trustee, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. Marion, #508 Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 26<sup>th</sup> day of September 2014 by signing below.

Sally Nieto as Trustee  
UNIT OWNER

# UNOFFICIAL COPY

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A I, T HARRY GOESCHEN, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S MARION, # 601, OAK PARK, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 11<sup>th</sup> day of NOVEMBER, 2019 by signing below.

T. H. Goeschen  
UNIT OWNER

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Susan Johnson as Trustee of, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. Marion St., Unit 602 Oak Park, Illinois.  
*The Susan Johnson Trust dated Oct. 21, 2002*

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

For the Amended and Restated Declaration

Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 15 day of September, 2019, by signing below.

Susan Johnson  
UNIT OWNER

PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Daina Jakofsky, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. Marion Street Unit #604 Oak Park, Illinois.

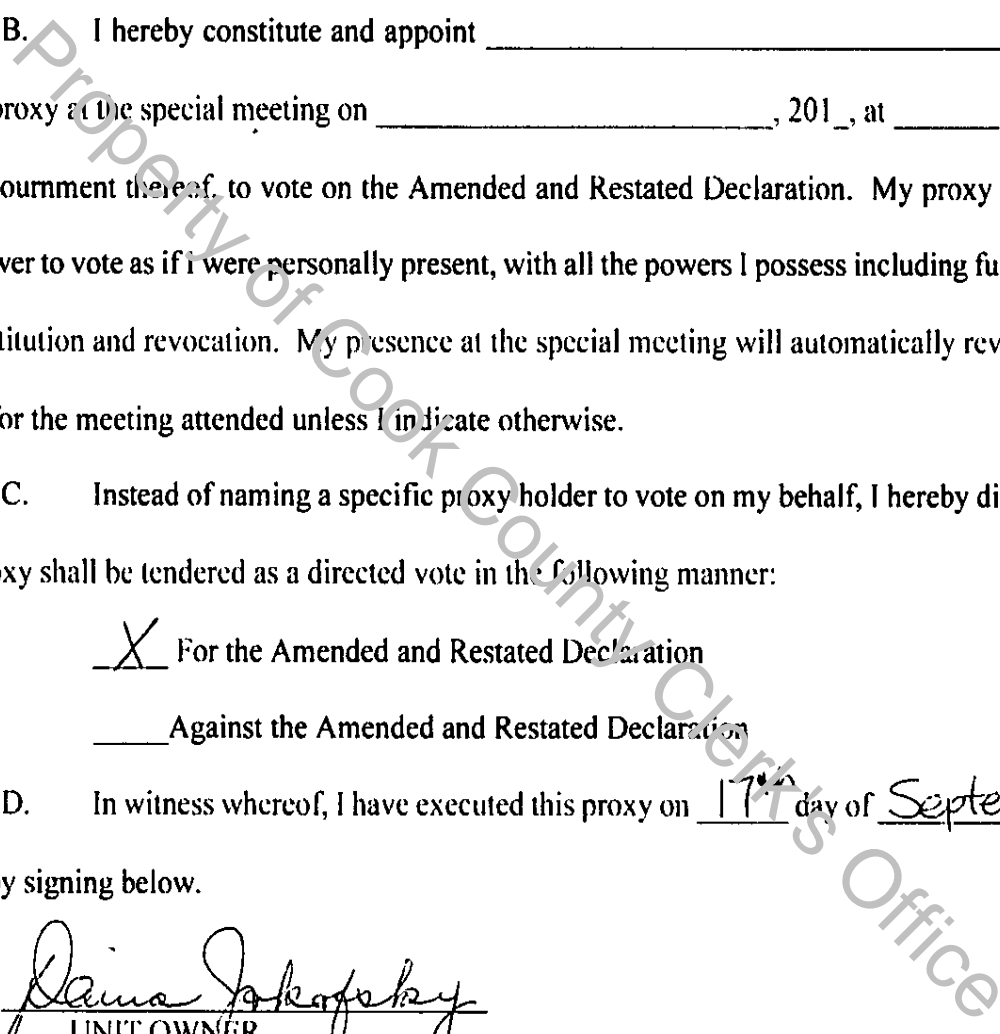
B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 17<sup>th</sup> day of September 2019, by signing below.

Daina Jakofsky  
UNIT OWNER



# UNOFFICIAL COPY

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, JAMES ANGAROLA, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 110 S. MARION ST. UNIT 1 OAK PARK, Illinois. UNIT 1  
608

B. I hereby constitute and appoint ROBERTA ARNOLD to vote as my proxy at the special meeting on \_\_\_\_\_, 2019, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

- For the Amended and Restated Declaration
- Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on \_\_\_\_\_ day of \_\_\_\_\_, 2019, by signing below.

James Angarola  
UNIT OWNER

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**OLD OPERA HOUSE ASSOCIATION NFP**  
(Complete Section A, B, and D OR A, C, and D)

A. I, Anthony Gambino, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 1047 South Boulevard, Oak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

76 For the Amended and Restated Declaration

\_\_\_\_\_ Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 18th day of Nov., 2019, by signing below.

[Signature]  
UNIT OWNER

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## OLD OPERA HOUSE ASSOCIATION NFP (Complete Section A, B, and D OR A, C, and D)

A. I, Anthony Gambino, am an owner of a Unit in Old Opera House Association NFP, commonly known by the street address of 102-106 S. Maroon, Dak Park, Illinois.

B. I hereby constitute and appoint \_\_\_\_\_ to vote as my proxy at the special meeting on \_\_\_\_\_, 201\_, at \_\_\_\_\_ P.M. or any adjournment thereof, to vote on the Amended and Restated Declaration. My proxy is given full power to vote as if I were personally present, with all the powers I possess including full power of substitution and revocation. My presence at the special meeting will automatically revoke this proxy for the meeting attended unless I indicate otherwise.

C. Instead of naming a specific proxy holder to vote on my behalf, I hereby direct that this proxy shall be tendered as a directed vote in the following manner:

TL For the Amended and Restated Declaration  
\_\_\_\_\_ Against the Amended and Restated Declaration

D. In witness whereof, I have executed this proxy on 18<sup>th</sup> day of Nov., 2019, by signing below.

[Signature]  
UNIT OWNER

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

Lot 8 in J. W. Scoville's Addition to Harlem in the South West ¼ of Section 7 Township 39 North Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 100-114 South Marion Drive, Oak Park, Illinois.

Parcel ID No: 16-07-302-001-0000

Property of Cook County Clerk's Office



## UNOFFICIAL COPY

110 S MARION ST Unit 304 (OAK PARK, 60302)  
PIN: 16-07-302-023-1010

110 S MARION ST Unit 305 (OAK PARK, 60302)  
PIN: 16-07-302-023-1011

110 S MARION ST Unit 306 (OAK PARK, 60302)  
PIN: 16-07-302-023-1012

110 S MARION ST Unit 307 (OAK PARK, 60302)  
PIN: 16-07-302-023-1013

110 S MARION ST Unit 308 (OAK PARK, 60302)  
PIN: 16-07-302-023-1014

110 S MARION ST Unit 401 (OAK PARK, 60302)  
PIN: 16-07-302-023-1015

110 S MARION ST Unit 402 (OAK PARK, 60302)  
PIN: 16-07-302-023-1016

110 S MARION ST Unit 403 (OAK PARK, 60302)  
PIN: 16-07-302-023-1017

110 S MARION ST Unit 404 (OAK PARK, 60302)  
PIN: 16-07-302-023-1018

110 S MARION ST Unit 405 (OAK PARK, 60302)  
PIN: 16-07-302-023-1019

110 S MARION ST Unit 406 (OAK PARK, 60302)  
PIN: 16-07-302-023-1020

110 S MARION ST Unit 407 (OAK PARK, 60302)  
PIN: 16-07-302-023-1021

110 S MARION ST Unit 408 (OAK PARK, 60302)  
PIN: 16-07-302-023-1022

110 S MARION ST Unit 501 (OAK PARK, 60302)  
PIN: 16-07-302-023-1023

110 S MARION ST Unit 502 (OAK PARK, 60302)  
PIN: 16-07-302-023-1024

110 S MARION ST Unit 503 (OAK PARK, 60302)  
PIN: 16-07-302-023-1025

110 S MARION ST Unit 504 (OAK PARK, 60302)  
PIN: 16-07-302-023-1026

110 N MARION ST (OAK PARK, 60301)  
PIN: 16-07-119-034-0000

110 N MARION ST (OAK PARK, 60301)  
PIN: 16-07-126-010-0000

110 S MARION ST Unit 201 (OAK PARK, 60302)  
PIN: 16-07-302-023-1040

110 S MARION ST Unit 202 (OAK PARK, 60302)  
PIN: 16-07-302-023-1041

110 S MARION ST Unit 203 (OAK PARK, 60302)  
PIN: 16-07-302-023-1001

110 S MARION ST Unit 204 (OAK PARK, 60302)  
PIN: 16-07-302-023-1002

110 S MARION ST Unit 205 (OAK PARK, 60302)  
PIN: 16-07-302-023-1003

110 S MARION ST Unit 206 (OAK PARK, 60302)  
PIN: 16-07-302-023-1004

110 S MARION ST Unit 207 (OAK PARK, 60302)  
PIN: 16-07-302-023-1005

110 S MARION ST Unit 208 (OAK PARK, 60302)  
PIN: 16-07-302-023-1006

110 S MARION ST Unit 301 (OAK PARK, 60302)  
PIN: 16-07-302-023-1007

110 S MARION ST Unit 302 (OAK PARK, 60302)  
PIN: 16-07-302-023-1008

110 S MARION ST Unit 303 (OAK PARK, 60302)  
PIN: 16-07-302-023-1009

110 S MARION ST Unit 505 (OAK PARK, 60302)  
PIN: 16-07-302-023-1027

110 S MARION ST Unit 506 (OAK PARK, 60302)  
PIN: 16-07-302-023-1028

110 S MARION ST Unit 507 (OAK PARK, 60302)  
PIN: 16-07-302-023-1029

110 S MARION ST Unit 508 (OAK PARK, 60302)  
PIN: 16-07-302-023-1030

110 S MARION ST Unit 601 (OAK PARK, 60302)  
PIN: 16-07-302-023-1031

110 S MARION ST Unit 602 (OAK PARK, 60302)  
PIN: 16-07-302-023-1032

110 S MARION ST Unit 603 (OAK PARK, 60302)  
PIN: 16-07-302-023-1033

110 S MARION ST Unit 604 (OAK PARK, 60302)  
PIN: 16-07-302-023-1034

110 S MARION ST Unit 605 (OAK PARK, 60302)  
PIN: 16-07-302-023-1035

110 S MARION ST Unit 606-7 (OAK PARK, 60302)  
PIN: 16-07-302-023-1036

110 S MARION ST Unit 608 (OAK PARK, 60302)  
PIN: 16-07-302-023-1042

110 S MARION ST Unit COM-A (OAK PARK, 60302)  
PIN: 16-07-302-023-1038

110 S MARION ST Unit COM-B (OAK PARK, 60302)  
PIN: 16-07-302-023-1039

1107 N MARION ST (OAK PARK, 60302)  
PIN: 16-06-107-026-0000

1109 N MARION ST (OAK PARK, 60302)  
PIN: 16-06-107-025-0000