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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM WESTGATE TERRACE CONDOMINIUM

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM WESTGATE TERRACE CONDOMINIUM

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM WESTGATE TERRACE CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION has been approved by two-thirds of the Board of Directors of the Westgate Terrace Condominium Association ("Association") pursuant to Section 27(b)(1) of the Illinois Condominium Property Act ("Act"), 765 ILCS 605/27. This Declaration shall serve the purpose of amending the Declaration of Condominium for Westgate Terrace Condominium ("Original Declaration"), as amended, which was recorded as Document No. 21091433 on October 4, 2002 in the Office of the Recorder of Deeds for Cook County, Illinois against the property legal described in Exhibit A attached hereto ("Property").

WITNESSETH

WHEREAS, the Association and its Unit Owners are the owners in fee simple of certain real estate in Chicago, Cook County, Illinois legally described in Exhibit A; and

WHEREAS, the above described real estate is, on the date this Declaration is recorded, subject to general taxes and special assessments not yet due and payable and covenants, restrictions and easements of record; and

WHEREAS, such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, has been submitted to the provisions of the Illinois Condominium Property Act (hereinafter the "Act") as amended from time to time; and

WHEREAS, the name of the Condominium shall be Westgate Terrace Condominium; and

WHEREAS, certain rights and easements have been established in, over and upon said real estate for the benefit of itself and all owners of any part of said real estate, and any Unit or Units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate and all Units; and

WHEREAS, the Unit Owners, mortgagees, Occupants and other persons hereafter acquiring any interest in the Property, hereinafter defined, shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, easements privileges, and restrictions hereinafter set forth, all of which have been declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and have been established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW THEREFORE, THE ASSOCIATION AND ITS UNIT OWNERS DECLARE AS FOLLOWS:

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

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- (a) Acceptable Technological Means: Includes, without limitation, electronic transmission over the internet or other network, whether by direct connection, intranet, telecopier, electronic mail and any generally available technology that by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.
- (b) Act: The Condominium Property Act of the State of Illinois, as amended from time to time.
- (c) Association: The Association of all the Unit Owners acting pursuant to the By-Laws, as amended, from time to time, through its duly elected Board.
- (d) Board: The Board of Directors of the Association.
- (e) Buildings: All structure; located on the Parcel, forming a part of the Property, attached or unattached, containing one or more Units.
- (f) By-Laws: The By-Laws of the Association.
- (g) Commercial Area: That part of the Parcel located on the ground level of the Building which contains commercial space as described on Exhibit D, attached hereto and made a part hereof, which Commercial Area is specifically excluded from the submission of the Property to the provisions of the Act.
- (h) Common Elements: As defined in Section 4(a) hereof.
- (i) Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
- (j) Condominium Instruments: All documents and authorized amendments thereto Recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.
- (k) Declaration: This instrument by which the Property is submitted to the Act.
- (l) Declaration of Covenants, Conditions, Restrictions and Easements: That certain Declaration of Covenants, Conditions, Restrictions and Easements made by Declarant with respect to the Property, which provides for, among other matters easements in favor of the Commercial Area and the obligations of the Association, the Unit Owners and the owner of the Commercial Area regarding the common use and the allocation of common expenses between the portion of the Property being submitted to the provisions of the Act and the Commercial Area.
- (m) Declarant: 1260 W. Washington, LLC, an Illinois limited liability company and its successors and/or assigns.

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(n) Developer: 1260 W. Washington, LLC, an Illinois limited liability company, and its successors and/or assigns, or such other persons or entities as the Developer may from time to time designate.

(o) 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.

(p) First Mortgage: The holder of a note secured by a bona fide first mortgage or first trust deed covering any portion of the Property.

(q) Garage Units: Those Units which are intended for use as parking spaces for automobiles, which are all set forth in Exhibit B.

(r) Limited Common Elements: As defined in Section 4(b) hereof.

(s) Maintenance Fund: All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.

(t) Majority of Unit Owners: The owners, without regard to their number, of more than 50% in the aggregate in interest of the entire undivided ownership interest of the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such percentage of the entire undivided ownership interest in the common elements.

(u) Occupant: A person or persons, other than a Unit Owner, in possession of a Unit.

(v) Parcel: The lot or lots, tract or tracts of land, submitted to the provisions of the Act, pursuant to the Declaration, as amended.

(w) Person: A natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

(x) Plat: A plat or 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 Appendix A to the Original Declaration, as amended, and made a part hereof and incorporated herein by reference, which shall consist of a three dimensional horizontal and vertical delineation of all such Units and such other data as may be required by the Act.

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

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(z) Record: To record in the Office of the Recorder of Deeds of Cook County, Illinois.

(aa) Recreational Facilities: A portion of the Common Elements available for and designed for the recreational use, benefit and enjoyment of members of the Association, if any, subject to the provisions of this Declaration, the By-Laws and such rules and regulations as the Board may adopt from time to time.

(bb) Reserves: Those sums paid by Unit Owners which are separately maintained by the Board in the Maintenance Fund for purposes specified by the Board or the Condominium Instruments.

(cc) Residential Units: Those Units which are intended for use as single-family dwellings, or such other uses permitted by this Declaration.

(dd) Storage Area: That part of the Common Elements provided for storage purposes.

(ee) Storage Spaces: Those areas of the Common Elements within the Storage Area provided for storage purposes. The Board or the Association may allocate Storage Spaces on such basis and at such fees as the Board or the Association deems appropriate, and may prescribe such rules and regulations with respect to the Storage Areas as it may deem fit.

(ff) Units: Any part of the Property within the Buildings, including one or more rooms, occupying one or more floors, or a part or parts thereof, designed and intended for any type of independent use and which is designated on the Plat as a Unit, including the Garage Units and the Residential Units.

(gg) Unit Owners: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

(hh) Unit Ownership: A part of the Property consisting of one Unit and its undivided interest in the Common Elements appurtenant thereto.

2. Legal Description of Parcel: The Parcel hereby submitted to the provisions of the Act is legally described on the first page hereof.

3. The Units.

(a) Legal Description. All Units are delineated on the Plat attached as Appendix A to the Original Declaration, and made a part of this Declaration and incorporated herein by reference. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Appendix A to the Original Declaration and every such description

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

(b) Subdivision. Except as provided by the Act or as provided elsewhere herein, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Appendix A to the Original Declaration. Unit Owners may, at their expense, subdivide or combine units and locate or relocate common elements affected or required thereby, subject to the following: the Unit Owner must make a written application to the Board which (i) requests an amendment to the Condominium Instruments; (ii) sets forth the proposed reallocation to the new units of the percentage interest in the Common Elements; and (iii) sets forth whether the Limited Common Elements, if any, previously assigned to the affected Unit(s) shall be reassigned. The subdivision or combination must be approved by a majority of the Board and will be effective only upon recording of an appropriate amendment to the Condominium Instruments and execution of appropriate documentation by the Unit Owner(s) involved. The requesting Unit Owner(s) shall pay, whether or not the subdivision or combination is approved, all costs of the Association and Board in connection therewith, including, but not limited to, attorney's fees, survey costs and recording charges.

(c) Measurements. To the extent such data was available to the Declarant at the time the Original Declaration was recorded, the Plan sets forth the measurements, elevations, locations and other data, as required by the Act with respect to (i) the Parcel and its exterior boundaries; (ii) every Building and each floor thereof; and (iii) each Unit in every Building and said Unit's horizontal and vertical dimensions.

(d) Structural Components. Except as constructed or altered by or with the permission of the Developer or the Association, nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which would impair the structural integrity, safety or soundness of the Building or which would structurally change the Building.

(e) Transfer of a Unit. A Residential Unit Owner or Garage Unit Owner may, without restriction under this Declaration, except for the restriction on leasing in subsection (1) below, sell, give, devise, lease or otherwise transfer his or her unit, or any interest therein. Notice of any transfer under this subsection must be given to the Association within ten (10) days following consummation of such transfer.

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(f) Leasing.

(1) Unit Owners. Any Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of all (but not less than all) of his or her Unit upon such terms and conditions as the Unit Owner may deem acceptable, except that (i) no Residential Unit shall be leased, subleased or assigned for transient or hotel purposes, or for a period of less than six (6) months, nor shall any Residential Unit be leased for more than two (2) years; and (ii) no Garage Unit shall be leased, subleased or assigned for a period of less than three (3) months or for a period of more than two (2) years. Any agreement to lease or rent a Unit must be in writing.

Any such lease, sublease or assignment shall be in writing, a copy of which must be delivered to the Association, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, and shall provide that the lease, sublease or assignment set forth above shall be subject to the terms of this Declaration. The lease shall provide that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. Every such lease shall also expressly provide that the Association may exercise against the lessee thereunder any and all remedies available to the Association under this Declaration, including, but not limited to, the right to take possession of the Unit, or of the interest therein, or lease thereunder. In furtherance of the foregoing, each deed, lease, mortgage or other conveyance instrument with respect to a Unit, and the acceptance thereof, shall be deemed to assign, transfer and set over the Association and the Board, or either one of them ("Assignees") all interest of the lessor Unit Owner or any other lessor of said Unit, or interest therein, in any lease of such Unit, or any interest therein, or any extensions or renewals thereof, together with all rents payable under same and all benefits and advantages to be derived therefrom, to hold and receive same unto Assignees (together with all rights against any guarantors of the lessee's obligations under such lease) as security for the payment of any lien which may exist against such Unit, or any interest therein, for such Unit Owner's unpaid proportionate share of the common expenses, pursuant to this Declaration, in the performance by said Unit Owner of each and all of said Unit Owner's obligations under this Declaration. Any such lease of Unit, or interest therein, shall contain and include such provisions in furtherance of said assignment as the Board may approve and deem prudent, from time to time, in order to effect such collateral assignment; provided, however, that such assignment shall not be construed as constituting the Assignee thereunder as a trustee or mortgagee in possession.

In the event of a default by such Unit Owner under the terms and provisions of this Declaration, the Association and the Board, or either of them, may elect to exercise each and all of the rights and powers conferred upon them as Assignee by such assignment and to directly collect all rents and other amounts then due under such lease from the lessee thereunder; provided, however, that

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such amounts so collected, after deducting therefrom the expenses of operating such Unit and the expenses of such collection and enforcement, shall be applied on account of any such lien for unpaid common expenses. Any costs or expense incurred in connection with the operation of such Unit or in connection with such collection and enforcement (including, without limitation, reasonable attorneys' fees) shall be a Common Expense and secured as set forth in this Declaration, and the defaulting Unit Owner shall reimburse the Association therefor immediately upon demand.

Notwithstanding anything hereinabove to the contrary, any such assignment of the lease of a Unit, or any interest herein, by a Unit Owner, as hereinabove described, shall be subordinate to any assignment of such lease which is recorded prior to the date such lien for unpaid common expenses attaches and which is owned or held by any First Mortgagee, except for the amount of said proportionate share of such common expenses which become due and payable from and after the date on which such first mortgagee either takes possession of the lessor's interest encumbered by such assignment, accepts a conveyance of any interest therein (other than as a security) or causes a receiver to be appointed in a suit to enforce such assignment. This provision shall not be amended or rescinded without the prior written consent of all such First Mortgagees who are the holders or owners of any such collateral assignments recorded prior to the date of such amendment or rescission.

The Unit Owners making any such lease, or permitting such sublease or assignment shall not be relieved thereby from any obligations under the Declaration.

(g) Use and Occupancy.

(1) General. Notwithstanding anything contained herein to the contrary, each Residential Unit shall be allowed to be used for (i) premises which are used by a professional or quasi-professional Occupant thereof as both a residence and an ancillary or secondary facility to an office established elsewhere; (ii) premises which are owned by a corporation, partnership or other business entity and used for the purpose of entertaining and housing as an adjunct to the conduct of its business elsewhere; or (iii) premises used principally as a residence by the Occupant thereof, but also used for other purposes which are customarily incidental to such residential use, such as, without limitation, maintaining a home office, keeping personal business, professional records and accounts, and handling personal business, professional telephone calls and correspondence and receiving visitors related to the Occupant's business.

(2) Alteration. No part of the Common Elements (other than the Limited Common Elements pertaining to a Unit) may be altered by a Unit Owner. The Association has the exclusive right to modify and alter the Common Elements (other than the Limited Common Elements pertaining to a Unit) in

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accordance with the rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association. The Association must notify the Unit Owners at least twenty-one (21) days prior to the commencement of any such alteration.

(3) Insurance. Nothing shall be done or kept in any Residential Unit, Garage Unit or Storage Space, or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Residential Unit, Garage Unit or in the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which is in violation of any law. No waste shall be committed on the Common Elements.

(4) Appurtenances. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building or upon the Limited Common Elements and no sign, awning, canopy or shutter (except as installed by Developer or the Association or approved by the Developer or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, or Limited Common Elements, without the prior written consent of the Association. No air conditioning unit of any type may be installed by a Unit Owner without the prior notification and consent of the Association. Radio or television antennas and receiving dishes may only be installed by Unit Owners in accordance with rules and regulations set by the Association, subject to federal law.

(5) Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that household pets, including dogs, cats and birds, may be kept in Units, subject to rules and regulations adopted by the Association, which rules or regulations may exclude any kind of pet other than dogs, cats or birds, by type or category, provided that no pets are kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in his or her Unit, including without limitation, removing any waste deposited by such animal anywhere on the Common Elements.

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

(7) Maintenance. Each Unit Owner shall be obligated to maintain his or her own Unit and the Limited Common Elements appurtenant thereto in good,

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clean order and repair. Each Unit Owner at his or her own expense shall furnish and be responsible for all decorating within his or her own Unit as may be required from time to time, including painting, decorating, wallpapering, washing, cleaning, and installing paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings. Each such Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his or her Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his or her sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he or she may see fit and at his or her sole expense. The exterior of all draperies, window shades, curtains or other window coverings shall be neutral in color and subject to the rule and regulations of the Association. The interior surfaces of all windows forming part of perimeter wall of a Unit shall be cleaned or washed at the expense of the Unit Owner of that Unit. The exterior surfaces of all windows shall be cleaned by the Association and treated as a common expense, except the exterior surfaces of windows and doors on balconies which will be cleaned by the Unit Owner thereof.

(8) Construction. Notwithstanding any of the restrictions contained in this Declaration to the contrary, any Unit Owner may carry on construction work on the interior of any Unit at any time provided power tools are not used between the hours of 8:00 p.m. and 7:00 a.m.

(9) Flags. Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used herein, "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag"

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means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

(10) Smoking. The Board may prohibit or limit the smoking of cannabis, as the term "smoking" is defined in the Cannabis Regulation and Tax Act, within a Unit Owner's Unit but shall not otherwise restrict the consumption of cannabis by any other method within a Unit Owner's Unit or the Limited Common Elements. The Board may, however, restrict any form of consumption of cannabis within the Common Elements.

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

4. The Common Elements.

(a) Description of Common Elements. 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 and if applicable, any of the following items located on the Property: the walls, roof, hallways, stairways, entrances and exits, the garage (other than Garage Units), security system, mechanical equipment areas, storage areas, trash compaction system, grounds, walkways, mail boxes, master television antenna system (whether leased or owned), if any, fire escapes, 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), central heating and ventilating systems servicing the Common Elements, 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 Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way. The use of the Common Elements and the right of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments and the rules and regulations of the Board.

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(b) Description of Limited Common Elements. The Limited Common Elements are parts of the Common Elements which serve exclusively a single Unit or less than all of the Units as an inseparable appurtenance thereto, as designated as such in this Declaration or the Plat, or which by the nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved exclusively for or for the use of one or more Units and not others. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone in 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 interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit.

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

(d) Percentage of Ownership. 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 B attached hereto. The percentages of ownership interests set forth in Exhibit B 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 Ownerships. 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 separately from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

(e) Recreational Facilities. The Recreational Facilities, as defined in Subsection 1(aa) above, shall be part of the Common Elements. Each Unit Owner and Occupant shall have the right to use the Recreational Facilities (subject to easements made by or assigned to the Board or the Association) in common with all other Unit

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Owners, provided, however, that such use shall be subject to and governed by the provisions of the Act, Declaration and By-Laws and the rules and regulations of the Association. Such right to use the Recreational Facilities shall extend not only to each Unit Owner or Occupant but also to his or her agents, tenants, servants, family members, invitees or licensees.

(f) Balconies, HVAC Units and Hot Water Heaters. Any balcony structure contiguous to and serving exclusively a single Residential Unit or adjoining Residential Units shall be a Limited Common Element serving said Residential Unit or Residential Units, subject to such rules and regulations as the Board may prescribe. The balconies serving Residential Units shall not be used for the storage of personally or equipment of any kind. Carpeting or other covering for balcony surfaces may be installed or modified only if expressly permitted by rules adopted by the Board, and shall thereafter be maintained as required by the Board at the sole expense of the Unit Owner making such installation. The cost of use, maintenance, repair and replacement of the balcony structure shall be a common expense.

All heating and air conditioning systems and all mechanical elements related thereto and all hot water heaters which serve exclusively a single Residential Unit shall be Limited Common Elements serving said Residential Unit, subject to such rules and regulations as the Board may prescribe. The cost of use, maintenance, repair and replacement of said heating and air conditioning systems shall be paid by the Unit Owner. The Unit Owner shall be responsible for any and all damages to the Common Elements or other Units from the heating and air conditioning systems and hot water heaters.

(g) Use and Occupancy of Common Elements and Limited Common Elements. Each Unit Owner and Occupant shall have the right to (i) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit(s) of such Unit Owner(s), which right shall be appurtenant to and shall run with title to such Unit(s), and shall not be separated from such Unit(s), and (ii) the use and possession of the Limited Common Elements serving the Unit(s) of such Unit Owner(s) 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 of any such other Unit to which such Limited Common Elements shall respectively appertain. Each Unit Owner shall be obligated to maintain his or her own Unit and the Limited Common Elements appurtenant thereto in good, clean order and repair. No Unit Owner shall overload the electric wiring or plumbing systems in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others. No Unit Owner shall overload the floors of any Unit, the Common Elements or the Limited Common Elements. Unit Owners may not use the entrance and exit to the parking garage as a loading area or for temporary parking of vehicles. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Further, there shall be no obstruction to any Garage Unit or Storage Space.

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

(i) Storage in Common Elements. No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons toys or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any regulations of, the Association, except for such articles as may be stored in the Storage Spaces.

(j) Modification of Common Elements and Limited Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements except as constructed or altered by or with the permission of the Developer at any time prior to the first annual meeting of the Unit Owners or without the written consent of the Association thereafter.

5. Easements and Encroachments.

(a) Encroachments. If 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 portion of any Unit encroaches upon any part of any other Unit as a result of the renovation, repair, reconstruction, settlement or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date the Original Declaration was recorded, a valid easement for any encroachment shall in no event be created in favor of any owner of a Unit or in favor of the owners of the Common Elements if such encroachment occurred due to the intentional or willful conduct of said owner(s) or their agent(s).

(b) Utility Easements. Easements are hereby declared and granted for utility purposes, including the right to install, lay, construct, maintain, operate, renew, repair and replace water mains and pipes, sewer lines, gas main, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements for the purpose of providing the Property with such services, as they exist on the date any Parcel is submitted to the Act.

(c) Cable Easements. Easements are hereby declared and granted to the Association on the roofs and alongside the perimeter of the Units for purposes of installing a receiving dish for cable reception and the like. Upon approval by more than 50% of the Unit Owners, further easements may be granted for cable television.

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(d) Streets and Utilities. Upon approval by at least 66-2/3% of the Unit Owners, portions of the Common Elements (excluding any Limited Common Elements) may be dedicated to a public body for purposes of streets or utilities. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that real property taxes of every Unit must be paid prior to recordation of the dedication. Any action pursuant to this sub-section (d) of Section 5 must be taken at a meeting of Unit Owners duly called for that purpose.

(e) Garage Unit Easements. Easements are hereby declared and granted to the Association and each Unit Owner over each and every Garage Unit for purposes of (i) access to each and every other Garage Unit; and (ii) access to utility, storage, and systems closets and areas located in the garage. Each Unit Owner agrees not to create an obstruction in a Garage Unit which would impede the foregoing.

(f) Easements for Structural Columns in Garage Units. Easements are hereby declared and granted to the Association for the right to maintain each and every structural column, pole and beam in each Garage Unit. The easement includes the right to maintain, repair, replace, recondition, refurbish, reconfigure, inspect, test, clean and paint the same.

(g) Easements Appurtenant. All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said Parcel, or any part or portion thereof.

(h) Incorporation of Easements. 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 Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(i) Adjacent Property. The following easement shall be deemed and taken to be covenants running with the land. An easement is hereby granted and reserved onto the owner of the Adjacent Property located to the west of the Parcel ("Adjacent Parcel") for the sole purpose of installing, maintaining and replacing parking signs of a size no greater than twelve inches (12") by sixteen inches (16") for identification of numbers of spaces and names of parkers, such identification signs shall be located on the west wall of the Building in locations approved by the Association. The owner of the Adjacent Parcel is hereby granted an easement across the Common Elements for the sole purpose of the installation, maintenance and replacement of said identification signs. This Section may not be modified or amended without the prior written consent of the owner of the Adjacent Parcel, provided the owner of the Adjacent Parcel continues to benefit from the aforesaid easement.

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(j) Additional Easements. The Property is subject to the Declaration of Covenants, Conditions, Restrictions and Easements.

6. The Association.

(a) Incorporation. An Illinois not for-profit corporation has been formed for the purposes of facilitating the administration and operation of the Property and to act as the Association.

(b) Miscellaneous. With respect to the Association:

(i) each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his or her Unit, at which time the new Unit Owner shall automatically become a member therein;

(ii) the provisions of Exhibit C of this Declaration shall be adopted as the By-Laws of such Association;

(iii) the name of such Association shall be Westgate Terrace Condominium Association, or a similar name.

(c) Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or contained in the By-Laws shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Association the right: (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and at the expense of the defaulting Unit Owner to summarily abate and/or remove, as applicable, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers or agents thereof shall thereby be deemed guilty of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein or in the By-Laws contained, hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such allegations to be true and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Section 6, including, but not limited to court costs, reasonable

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attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials shall be paid by the Unit Owner in violation, and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if after hearing and finding as aforesaid, the Unit Owner shall fail to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his or her Unit and thereupon an action in equity may be filed by the Association 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 or her on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first Mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments or any liens hereunder shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit and may apply to the court for a writ of assistance for the purposes of acquiring possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit sold subject to this Declaration.

Any Unit Owner in default hereunder or under the provisions of the By-Laws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his or her Unit, all interest, late charges, reasonable attorneys' fees, cost of collection and amount of any fine by the Association in enforcing the provisions of the By-Laws, this Declaration or the rules and regulations of the Association as to which the Unit Owner is in default. Until such amounts are paid by the Unit Owner, the total amount thereof shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclose in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such liens shall be junior and subordinate to the lien of a First Mortgage with respect to such Unit.

(d) Entry by Association. The Association or its officers or agents may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible. Such entry shall be made with as

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little inconvenience to the Unit Owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association and charged as a Common Expense.

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

7. Insurance and Condemnation.

(a) Insurance Maintained by Association. The Association shall acquire and pay for out of the Maintenance Fund herein provided for, the following:

(i) Property Insurance. 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 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 for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Cover C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000.00, whichever is less. The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. 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 additions, alterations, or upgrades installed or purchased by any unit owner.

The Association shall also provide for flood insurance and insurance for the boiler, if any, at the Property. Any losses under such policies of insurance

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shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

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

Each Unit Owner shall notify the Association in writing of any additions, alterations or improvements to his or her Unit and he or she shall be responsible for any deficiency in any insurance loss recovery resulting from his or her failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto and in the absence of insurance on such additions, alterations or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that such policies shall not be terminated, canceled or substantially modified without at least thirty (30) days' prior written notice to the mortgagee of each Unit.

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

(iii) Such other forms of insurance as the Association shall elect to effect including such Workmen's Compensation insurance as may be necessary to comply with applicable laws.

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(iv) Directors and Officers Coverage. The Board must obtain directors' and officers' liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. 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 By-Laws of the Association. The coverage required under the provision 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, and the coverage required by the provision shall include as an insured: past, present, and future board members while acting in their capacity as members of the board of directors; the managing agent; and employees of the board of directors and the managing agent.

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

(c) Cross Claims and Subrogation. The Association shall secure insurance policies that will provide for the following:

(i) With respect to the insurance provided for in (a)(ii) of this section, for coverage of cross liability claims of one insured against another; and

(ii) 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.

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

(iv) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

(d) Cancellation or Restoration by Association. The Association may, but shall not be required to, secure policies providing:

(i) with respect to the insurance provided for in (a)(i) of this section, that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners;

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(ii) with respect to the insurance provided for in (a)(i) of this section, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

(e) Adjustment of Losses; Distribution of Proceeds. Any loss covered by the property policy required to be maintained by the Association must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and 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.

(f) Primary Insurance. If at the time of a loss under the Association's 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.

(g) Deductibles. The Board of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit 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.

(h) Unit Owner's Insurance. Each Unit Owner shall be responsible for insurance coverage on the furnishings, fixtures and other items of personal property belonging to a Unit Owner which are contained in a Unit and not a part of the Unit, and not insured pursuant to sub-section (a)(i) hereof, and insurance for his or her personal liability to the extent not covered by insurance maintained by the Association. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection/subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

(i) Cancellation Notice. Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

(j) Restoration Upon Loss. In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building (which has been destroyed), shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.

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(k) Insufficient Proceeds. If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding sub-section then:

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

(ii) As such meeting, the Board shall present an estimate of the part thereof which must be raised by way of special assessment.

(iii) The Building shall be restored and the proposed special assessment shall be levied only upon the affirmative vote of 75% of the Unit Owners.

(iv) If the Unit Owners do not vote to restore the Building at the meeting provided for in (i) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) record a notice as permitted under the Act.

(v) If the Unit Owners do not vote to restore the Building under the provisions of the immediately preceding sub-section and the Board does not record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of a Majority of Unit Owners voting at a meeting duly called for that purpose and with the consent of all First Mortgagees, authorize the President and the Secretary to execute and Record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available as a result of the withdrawn Limited Common Elements shall be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, assessments attributable to the period after such withdrawal shall no longer be

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required for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

(l) Destruction of Personal Property. Each Unit Owner and the Association hereby waive and release any and all claims which he or she or it may have against any other Unit Owner, the Association, and members of the Board, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in Section 8 to the extent that such damage is covered by fire or other form of hazard insurance.

(m) Release or Waiver. Any release or waiver referred to in Section 7(l) and Section 8 hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

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

8. Remedies. If the act or omission of a Unit Owner, or of a member of his or her family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of Section 7(l). No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

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9. First Mortgagees.

(a) Rights of First Mortgagees. Any mortgage or trust deed owned or held by a First Mortgagee and Recorded prior to the Recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his or her share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of Recording of such first mortgage or first trust deed. Any First Mortgagee who come into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid. A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, upon written request to the Association (such request to state the name and address of such First Mortgagee, insurer or guarantor and the Unit number) shall be entitled to timely written notice of or have the right to:

(1) receive, without charge, notice of any proposed amendment of the Condominium Instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses, (iii) the number of votes in the Association appertaining to any Unit, or (iv) the purposes to which any Unit or Common Elements are restricted;

(2) examine, without charge, current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;

(3) receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Unit Owners at the end of each of its respective fiscal years, provided, however, that in the event an audited financial statement is not available, fifty-one percent (51%) or more of the First Mortgagees (by number) shall be entitled to have such an audited statement prepared at their expense;

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

(5) receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws or Articles of Incorporation;

(6) receive written notice of any action which would require the consent of a specified percentage of First Mortgagees;

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(7) receive notice of any proposed termination of Westgate Terrace Condominium as condominium project;

(8) receive notice of any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds \$10,000.00, or which affects any Unit, which loss exceeds \$1,000.00, on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(9) receive notice of any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of 60 days; and

(10) receive notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

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 their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees and insurers or guarantors thereof of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(b) Additional Rights of First Mortgagees. 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:

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

(2) 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 set forth in Section 7 hereof; or

(3) 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.

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(c) Consent of at Least 51%. 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:

(1) Adoption of an amendment to this Declaration which (aa) changes any provision of this Declaration which specifically grants rights to First Mortgagees, (bb) materially changes insurance and fidelity bond requirements, (cc) imposes a right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit Ownership or changes the provisions concerning the leasing of Units, or (dd) changes the provisions of the Declaration concerning the Maintenance Fund;

(2) Abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Property and except for the encumbrance, sale or transfer of the percentage of ownership in the Common Elements in connection with the encumbrance, sale or transfer of a Unit Ownership);

(3) Sale of the Property;

(4) Removal of a portion of the Property from the provisions of the Act and this Declaration; and

(5) Effectuation of a decision by the Association to terminate professional management and assume self-management of the condominium.

(d) Condemnation. If any Unit or portion thereof or the Common Elements or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, or insurer or guarantor thereof, of said Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Unit or such other party to priority over such First Mortgagee with respect to the distribution to such Unit of the proceeds of any award or settlement.

(e) Restoration or Repair. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval of a Majority of Unit Owners and a majority in number of First Mortgagees of Units which are subject to a mortgage or trust deed is obtained.

(f) Termination of Condominium. Any election to terminate the Condominium as a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of a Majority of Unit Owners and a majority in number of First Mortgages of Units which are subject to a

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mortgage or trust deed. Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within thirty (30) days after making the request for consent.

(g) Mortgagee Approval. Notwithstanding anything in this Declaration to the contrary, if the mortgagee or lienholder of record receives a request to approve or consent to the amendment to the Condominium Instruments, the mortgagee or lienholder of record is deemed to have approved or consented to the request unless the mortgagee or lienholder of record delivers a negative response to the requesting party within 60 days after the mailing of the request. A request to approve or consent to an amendment to the Condominium Instruments that is required to be sent to a mortgagee or lienholder of record shall be sent by certified mail.

10. Amendments.

(1) Except as otherwise expressly provided herein, this Declaration may be modified or rescinded only by the vote of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of Common Elements or by a written instrument setting forth such modification or rescission, signed by Unit Owners owning not less than seventy-five percent (75%) of the total ownership of Common Elements. Such modification or rescission shall be effective only if all lien holders of record have been notified by certified mail of such modification or rescission, and an affidavit by the secretary of the Association certifying such mailing is made a part of such instrument.

(2) If the Act, the Declaration or the By-Laws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both, as required by the Act, the Declaration or the By-Laws.

(3) No consent or agreement of any of the Unit Owners or mortgagees of Unit Owners of Units other than those affected by the transfer, subdivision or combination shall be required if the Association desires to amend this Declaration in order to provide for the transfer of Limited Common Elements or the subdivision or combination of Units, provided the provisions of the Act governing such special amendments are satisfied.

(4) Any modification or rescission of this Declaration shall be effective upon recording of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois, provided, however, that no provisions in this Declaration may be modified or rescinded so as to conflict with the provisions of the Act.

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11. Miscellaneous.

(a) Grantees. Each grantee, each purchaser under Articles of Agreement for Deed and each tenant, subtenant or assignee under a lease, sublease or assignment accepts the same subject to all easements, restrictions, conditions, covenants, reservations liens and charges, the By-Laws, rules and regulations of the Association, jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Act, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest of estate in said land, and shall inure to the benefit of each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

(b) Notices. Whenever any notice is required to be given under the provisions of this Declaration, or the By-Laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to such party at his or her or its address appearing in the records of the court wherein the estate of such deceased owner is being administered. Other notices required or permitted to be given shall be in writing and shall be given in the manner set forth in the Condominium Instruments.

(c) Violations of Certain Rules. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rule 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 Donald Trump, the President of the United States.

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

(e) Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium development.

(f) Trustees. In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of

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any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

[SIGNATURE PAGES TO FOLLOW]

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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COOK COUNTY
RECORDER OF DEEDS

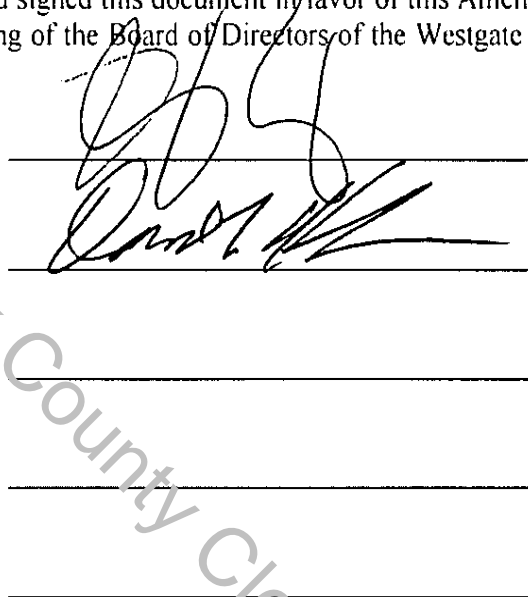
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BOARD SIGNATURE PAGE

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Westgate Terrace Condominium Association established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to this Amended and Restated Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended and Restated Declaration at a duly called meeting of the Board of Directors of the Westgate Terrace Condominium Association.



Two handwritten signatures are present, each written over a horizontal line. The first signature is more stylized and cursive, while the second is more legible and blocky. Below these are three additional horizontal lines that are currently blank.

Board of Directors of the Westgate Terrace
 Condominium Association

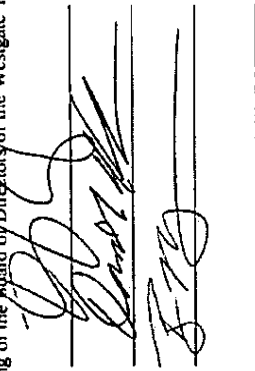
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Property of Cook County Clerk's Office

BOARD SIGNATURE PAGE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Westgate Terrace Condominium Association established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to this Amended and Restated Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof, we have cast our votes and signed this document in favor of this Amended and Restated Declaration at a duly called meeting of the Board of Directors of the Westgate Terrace Condominium Association.



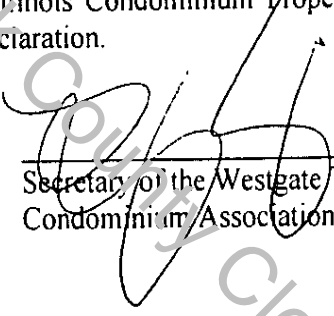
Board of Directors of the Westgate Terrace
Condominium Association

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AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Daniel Lewis, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of Westgate Terrace Condominium Association, and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Directors of said condominium, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on November 12, 2019, at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amended and Restated Declaration either was delivered personally to each Unit Owner at the Association or was sent by regular mail, to each Unit Owner in the Association at the address of the Unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices. I further state the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amended and Restated Declaration.



Secretary of the Westgate Terrace
 Condominium Association

Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF ASSOCIATION

Units 201 through 704 and Parking Space Units P-1 through P-45 and P-44T and P-45T in Westgate Terrace Condominium, as delineated and defined on the Plat of Survey, attached as Exhibit "A" to the Declaration of Condominium, recorded October 4, 2002 as Document Number 0021091433, and as amended from time to time, together with its undivided percentage interest in the common elements, in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. *

Unit	Pin	Commonly known as (for informational purposes only)
202	17-08-329-025-1001	1260 W Washington Blvd, 202 Chicago, IL 60607
203	17-08-329-025-1002	1260 W Washington Blvd, 203 Chicago, IL 60607
205	17-08-329-025-1003	1260 W Washington Blvd, 205 Chicago, IL 60607
206	17-08-329-025-1004	1260 W Washington Blvd, 206 Chicago, IL 60607
207	17-08-329-025-1005	1260 W Washington Blvd, 207 Chicago, IL 60607
208	17-08-329-025-1006	1260 W Washington Blvd, 208 Chicago, IL 60607
301	17-08-329-025-1007	1260 W Washington Blvd, 301 Chicago, IL 60607
302	17-08-329-025-1008	1260 W Washington Blvd, 302 Chicago, IL 60607
303	17-08-329-025-1009	1260 W Washington Blvd, 303 Chicago, IL 60607
305	17-08-329-025-1010	1260 W Washington Blvd, 305 Chicago, IL 60607
306	17-08-329-025-1011	1260 W Washington Blvd, 306 Chicago, IL 60607
307	17-08-329-025-1012	1260 W Washington Blvd, 307 Chicago, IL 60607
308	17-08-329-025-1013	1260 W Washington Blvd, 308 Chicago, IL 60607
401	17-08-329-025-1014	1260 W Washington Blvd, 401 Chicago, IL 60607
402	17-08-329-025-1015	1260 W Washington Blvd, 402 Chicago, IL 60607
403	17-08-329-025-1016	1260 W Washington Blvd, 403 Chicago, IL 60607
404	17-08-329-025-1017	1260 W Washington Blvd, 404 Chicago, IL 60607
405	17-08-329-025-1018	1260 W Washington Blvd, 405 Chicago, IL 60607
406	17-08-329-025-1019	1260 W Washington Blvd, 406 Chicago, IL 60607
407	17-08-329-025-1020	1260 W Washington Blvd, 407 Chicago, IL 60607
408	17-08-329-025-1021	1260 W Washington Blvd, 408 Chicago, IL 60607
501	17-08-329-025-1022	1260 W Washington Blvd, 501 Chicago, IL 60607
502	17-08-329-025-1023	1260 W Washington Blvd, 502 Chicago, IL 60607
504	17-08-329-025-1024	1260 W Washington Blvd, 504 Chicago, IL 60607
505	17-08-329-025-1025	1260 W Washington Blvd, 505 Chicago, IL 60607
506	17-08-329-025-1026	1260 W Washington Blvd, 506 Chicago, IL 60607
507	17-08-329-025-1027	1260 W Washington Blvd, 507 Chicago, IL 60607
601	17-08-329-025-1028	1260 W Washington Blvd, 601 Chicago, IL 60607
606	17-08-329-025-1029	1260 W Washington Blvd, 606 Chicago, IL 60607
607	17-08-329-025-1030	1260 W Washington Blvd, 607 Chicago, IL 60607
P-1	17-08-329-025-1031	1260 W Washington Blvd, P-1 Chicago, IL 60607

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Unit	Pin	Commonly known as (for informational purposes only)
P-2	17-08-329-025-1032	1260 W Washington Blvd, P-2 Chicago, IL 60607
P-3	17-08-329-025-1033	1260 W Washington Blvd, P-3 Chicago, IL 60607
P-4	17-08-329-025-1034	1260 W Washington Blvd, P-4 Chicago, IL 60607
P-5	17-08-329-025-1035	1260 W Washington Blvd, P-5 Chicago, IL 60607
P-6	17-08-329-025-1036	1260 W Washington Blvd, P-6 Chicago, IL 60607
P-7	17-08-329-025-1037	1260 W Washington Blvd, P-7 Chicago, IL 60607
P-8	17-08-329-025-1038	1260 W Washington Blvd, P-8 Chicago, IL 60607
P-9	17-08-329-025-1039	1260 W Washington Blvd, P-9 Chicago, IL 60607
P-10	17-08-329-025-1040	1260 W Washington Blvd, P-10 Chicago, IL 60607
P-11	17-08-329-025-1041	1260 W Washington Blvd, P-11 Chicago, IL 60607
P-12	17-08-329-025-1042	1260 W Washington Blvd, P-12 Chicago, IL 60607
P-13	17-08-329-025-1043	1260 W Washington Blvd, P-13 Chicago, IL 60607
P-14	17-08-329-025-1044	1260 W Washington Blvd, P-14 Chicago, IL 60607
P-15	17-08-329-025-1045	1260 W Washington Blvd, P-15 Chicago, IL 60607
P-16	17-08-329-025-1046	1260 W Washington Blvd, P-16 Chicago, IL 60607
P-17	17-08-329-025-1047	1260 W Washington Blvd, P-17 Chicago, IL 60607
P-18	17-08-329-025-1048	1260 W Washington Blvd, P-18 Chicago, IL 60607
P-19	17-08-329-025-1049	1260 W Washington Blvd, P-19 Chicago, IL 60607
P-20	17-08-329-025-1050	1260 W Washington Blvd, P-20 Chicago, IL 60607
P-21	17-08-329-025-1051	1260 W Washington Blvd, P-21 Chicago, IL 60607
P-22	17-08-329-025-1052	1260 W Washington Blvd, P-22 Chicago, IL 60607
P-23	17-08-329-025-1053	1260 W Washington Blvd, P-23 Chicago, IL 60607
P-24	17-08-329-025-1054	1260 W Washington Blvd, P-24 Chicago, IL 60607
P-25	17-08-329-025-1055	1260 W Washington Blvd, P-25 Chicago, IL 60607
P-26	17-08-329-025-1056	1260 W Washington Blvd, P-26 Chicago, IL 60607
P-27	17-08-329-025-1057	1260 W Washington Blvd, P-27 Chicago, IL 60607
P-28	17-08-329-025-1058	1260 W Washington Blvd, P-28 Chicago, IL 60607
P-29	17-08-329-025-1059	1260 W Washington Blvd, P-29 Chicago, IL 60607
P-30	17-08-329-025-1060	1260 W Washington Blvd, P-30 Chicago, IL 60607
P-31	17-08-329-025-1061	1260 W Washington Blvd, P-31 Chicago, IL 60607
P-32	17-08-329-025-1062	1260 W Washington Blvd, P-32 Chicago, IL 60607
P-33	17-08-329-025-1063	1260 W Washington Blvd, P-33 Chicago, IL 60607
P-34	17-08-329-025-1064	1260 W Washington Blvd, P-34 Chicago, IL 60607
P-35	17-08-329-025-1065	1260 W Washington Blvd, P-35 Chicago, IL 60607
P-37	17-08-329-025-1066	1260 W Washington Blvd, P-37 Chicago, IL 60607
P-42	17-08-329-025-1067	1260 W Washington Blvd, P-42 Chicago, IL 60607
P-43	17-08-329-025-1068	1260 W Washington Blvd, P-43 Chicago, IL 60607
201	17-08-329-025-1069	1260 W Washington Blvd, 201 Chicago, IL 60607
204	17-08-329-025-1070	1260 W Washington Blvd, 204 Chicago, IL 60607
304	17-08-329-025-1071	1260 W Washington Blvd, 304 Chicago, IL 60607
503	17-08-329-025-1072	1260 W Washington Blvd, 503 Chicago, IL 60607

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Unit	Pin	Commonly known as (for informational purposes only)
508	17-08-329-025-1073	1260 W Washington Blvd, 508 Chicago, IL 60607
602	17-08-329-025-1074	1260 W Washington Blvd, 602 Chicago, IL 60607
603	17-08-329-025-1075	1260 W Washington Blvd, 603 Chicago, IL 60607
604	17-08-329-025-1076	1260 W Washington Blvd, 604 Chicago, IL 60607
605	17-08-329-025-1077	1260 W Washington Blvd, 605 Chicago, IL 60607
608	17-08-329-025-1078	1260 W Washington Blvd, 608 Chicago, IL 60607
702	17-08-329-025-1079	1260 W Washington Blvd, 702 Chicago, IL 60607
703	17-08-329-025-1080	1260 W Washington Blvd, 703 Chicago, IL 60607
P-40	17-08-329-025-1081	1260 W Washington Blvd, P-40 Chicago, IL 60607
P-41	17-08-329-025-1082	1260 W Washington Blvd, P-41 Chicago, IL 60607
P-44	17-08-329-025-1083	1260 W Washington Blvd, P-44 Chicago, IL 60607
P-44T	17-08-329-025-1084	1260 W Washington Blvd, P-44T Chicago, IL 60607
P-45	17-08-329-025-1085	1260 W Washington Blvd, P-45 Chicago, IL 60607
P-45T	17-08-329-025-1086	1260 W Washington Blvd, P-45T Chicago, IL 60607
701	17-08-329-025-1087	1260 W Washington Blvd, 701 Chicago, IL 60607
704	17-08-329-025-1088	1260 W Washington Blvd, 704 Chicago, IL 60607
P-36	17-08-329-025-1089	1260 W Washington Blvd, P-36 Chicago, IL 60607
P-38	17-08-329-025-1090	1260 W Washington Blvd, P-38 Chicago, IL 60607
P-39	17-08-329-025-1091	1260 W Washington Blvd, P-39 Chicago, IL 60607

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EXHIBIT B

PERCENTAGE OF OWNERSHIP INTEREST IN THE COMMON ELEMENTS

<u>Unit Number</u>	<u>% of Ownership</u>
201	0.01919096
202	0.01852316
203	0.01793883
204	0.02753848
205	0.02169522
206	0.01585195
207	0.01585195
208	0.02002571
301	0.01944138
302	0.01877358
303	0.01818926
304	0.02787238
305	0.01919096
306	0.01351465
307	0.01351465
308	0.01835621
401	0.01985876
402	0.01919096
403	0.01860663
404	0.02828976
405	0.01960833
406	0.01392202
407	0.01392202
408	0.01877358
501	0.02027614
502	0.01960833
503	0.01902401
504	0.02870714
505	0.02002571
506	0.01434939
507	0.01434939
508	0.01919096
601	0.02069351
602	0.02002571
603	0.01944138
604	0.02912451
605	0.02044309
606	0.01476678

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607		0.01476678
608		0.01960833
701		0.03087749
702		0.03555211
703		0.03338175
704		0.03004274
P-1		0.00208688
P-2		0.00208688
P-3		0.00208688
P-4		0.00208688
P-5		0.00208688
P-6		0.00208688
P-7		0.00208688
P-8		0.00208688
P-9		0.00208688
P-10		0.00208688
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P-12		0.00208688
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P-17		0.00208688
P-18		0.00208688
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P-24		0.00208688
P-25		0.00208688
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P-27		0.00208688
P-28		0.00208688
P-29		0.00208688
P-30		0.00208688
P-31		0.00208688
P-32		0.00208688
P-33		0.00208688
P-34		0.00208688
P-35		0.00208688
P-36		0.00208688
P-37		0.00208688
P-38		0.00208688

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P-39		0.00208688
P-40		0.00208688
P-41		0.00208688
P-42		0.00208688
P-43		0.00208688
P-44		0.00208688
P-44T		0.00208688
P-45		0.00208688
P-45T		0.00208688
TOTAL		100.00%

COOK COUNTY
RECORDER OF DEEDS

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COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT C

BY-LAWS

ARTICLE I

General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board. The Association shall have such powers, not inconsistent with the Act, as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with any law and which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

The provisions of these By-Laws, the Act, the Declaration and all other Condominium Instruments, and any and all rules and regulations that relate to the use of a Unit or the Common Elements shall be applicable to any person leasing a Unit. All such provisions shall be deemed to be incorporated into any lease executed with respect to any Unit.

ARTICLE II

Members

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

Each Unit Owner shall be a member of the Association, and such membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be required to be issued by the Association.

Section 2. Votes and Voting Rights.

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

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(b) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. Any proxy must be executed in writing by the Unit Owner or his or her duly authorized attorney in fact, must bear the date of execution, and shall be invalid after 11 months from the date of its execution. If only one of the multiple owners of a Unit is present, and if any one of the multiple owners casts the votes allocated to that Unit without protest to the person presiding over the meeting being made promptly by any of the other Owners of the Unit, there is deemed to be majority agreement.

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

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

Section 4. Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit from a seller pursuant to an installment contract for deed shall, during such times as he or she resides in the Unit, be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners called for the purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1(e) of "Dwelling Unit Installment Contract Act".

ARTICLE III Meetings of Members

Section 1. Annual Meeting. An annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on the first Tuesday after the anniversary date of the first annual meeting or such other date as is selected by the Board which date is within sixty (60) days before or after the first Tuesday after the anniversary date of the first annual meeting. If the election of members of the Board shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

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Section 2. Special Meetings. Special meetings of the members may be called by the Board, the President, or not less than 20% of the members. All matters to be considered at special meetings of the members called by not less than 20% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matter. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by the Voting Members representing at least twenty percent (20%) of the Units except that notice may be sent, to the extent the Condominium Instruments or rules adopted thereunder expressly so provide, by electronic transmission consented to by the unit owner to who the notice is given, provided the director and officer or his agent certifies in writing to the delivery by electronic transmission.

Section 3. Place and Time of Meeting. All meetings of the members shall take place at 8:00 p.m., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

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

Section 5. Quorum. The members present at a meeting in person or by proxy, holding 20% of the vote which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may be called again only in accordance with the provisions of these By-Laws.

Section 6. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. Each proxy shall expire on the date set forth therein for expiration except no proxy shall be valid for more than eleven months from the date of its execution. Every proxy must bear the date of execution.

Section 7. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matters shall require the affirmative vote of not less than 66 2/3% of all the members at a meeting duly called for that purpose:

- (a) Merger or consolidation of the Association;
- (b) Sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all, of the property and assets of the Association; or

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- (c) The purchase and sale of land or Units on behalf of the Unit Owners.

Section 8. Use of Technology.

(a) Any notice required to be sent or received or signature, vote, consent or approval required to be obtained under any Condominium Instrument or any provision of the Illinois Condominium Property Act may be accomplished using acceptable technological means.

(b) The Association, Unit Owners and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any Condominium Instrument or any provision of this Illinois Condominium Property Act by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any Condominium Instrument or any provision of the Illinois Condominium Property Act.

(d) Voting on, consent to and approval of any matter under any Condominium Instrument or any provision of this Illinois Condominium Property Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

(e) Subject to other provisions of law, no action required or permitted by any Condominium Instrument or any provision of the Illinois Condominium Property Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors or Board of Managers.

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

(g) The above subsections do not apply to any notices required: (i) under Article IX of the Code of Civil Procedure; or (ii) in connection with foreclosure proceedings in enforcement of any lien rights under the Illinois Condominium Property Act.

ARTICLE IV

Board

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

Section 2. Number, Tenure and Qualifications. The number of members of the Board shall be five (5). The members of the Board shall each be elected solely by, from and among, the members, with the Board members being classified with respect to the time for which they severally hold office into two classes, with each Board member in each class to hold office until his or her successor is elected and qualified. The three members of the first Board receiving

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the highest number of votes were to have been elected to a term expiring two (2) years after the first annual meeting and the two members of the first Board receiving the next highest numbers of votes were to have been elected to a term expiring in one (1) year. The election as between candidates receiving the same number of votes shall be determined by lot. Successors shall be elected for a term of two (2) years each. Any members of the Board shall be elected at large. Each member of the Board shall hold office without compensation. In the event that a member of the Board is a legal entity other than a natural person, then any member, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. Notwithstanding the above, only one (1) person from each Unit shall be eligible to serve as a member of the Board at any one time. A member of the Board may succeed himself or herself in office.

Section 5. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Any candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate. Any proxy distributed for Board elections by the Board must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

(a) Except as provided in subparagraph (b) in connection with Board elections, a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, the proxy is invalid after 11 months from the date of its execution; and to the extent the Condominium Instruments or rules adopted thereunder expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the unit owner or the unit owner's proxy.

(b) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners. Every such ballot must include the names of all candidates who

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have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot. A ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner.

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

(d) If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within 30 days after the Board's approval of a rule adopted pursuant to subparagraph (b), the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

(e) Votes cast by ballot under (c)(i) or electronic or acceptable technological means under (c)(ii) above are valid for the purpose of establishing quorum.

(f) The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

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

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

Section 6. Notice. Notice of every meeting of the Board shall be given at least 48 hours prior to the meeting, or such longer notice as the Act may separately require, to: (i) each Unit Owner who has provided the Association with written authorization to conduct business by acceptable technological means, and (ii) by mail or delivery to all members of the Association, and that no other notice of a meeting of the Board need be given to any Unit Owner. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his or her address as it appears on the records of the Association, with proper postage thereon prepaid. Notice of every meeting of the Board shall be also posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. Notice of every meeting of the Board shall be given to every Board member at least 48 hours prior thereto. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice.

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

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

Section 9. Vacancies. The remaining members of the Board may fill a vacancy on the Board by a two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting. Members of the Board may resign at any time by written resignation delivered or mailed to any office of the Association, which resignation shall be effective upon receipt of said resignation. If as the result of death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of the members of the Association may be called to fill all vacancies for the unexpired term of the members of the Board.

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Section 10. Removal. Any member of the Board may be removed from office by the affirmative vote of 66 2/3% of all the members of the Association at a special meeting called for such purpose.

Section 11. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations which rules and regulations conform to the requirements of Section 18 of the Act and the Declaration and these By-Laws. Notice shall be sent to any mortgagee with a mortgage encumbering both the Property and the Commercial Parcel, if any. No quorum is required at such meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the Condominium Instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium Unit. No rule or regulation may impair or encumber the rights of any mortgagee with a mortgage encumbering both the Property and the Commercial Parcel, if any, without the written consent of said mortgagee. Such rules and regulations shall be effective sixty (60) days after their adoption.

Section 12. Open Meetings. (a) Every meeting of the Board of Directors shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (i) discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Directors finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement or dismissal of an employee, or independent contractor, agent or other provider of goods and services, (iii) interview a potential employee, independent contractor, agent or other provider of goods and services, (iv) discuss violations of rules and regulations of the Association, or (v) discuss a Unit Owner's unpaid share of common expenses, or (vi) consult with the Association's legal counsel; that any vote on these matters shall take place at a meeting of the Board of Directors or portion thereof open to any Unit Owner.

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

(c) Any Unit Owner may record the proceedings at meetings of the Board or portions thereof required to be open by the Act by tape, film or other means, and the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

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ARTICLE V Officers

Section 1. Officers. The officers of the Association shall be a President, one or more Vice-Presidents if applicable (the number thereof to be determined by the Board), a Treasurer and a Secretary.

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

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

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

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

Section 6. Vice-President. In the absence of the President or in the event of inability or refusal to act, the Vice-President, if elected, (or in the event there be more than one Vice-President, the Vice-Presidents in the order of their election) shall perform the duties of the President, and, when so acting, shall have all the power of, and be subject to all the restrictions upon, the President. Any Vice-President shall perform such other duties as from time to time may be assigned by the President or by the Board.

Section 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever (except the Treasurer shall not have to give receipts for regular assessment payments), and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board.

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Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association, amendments to Condominium Instrument and other documents as required or permitted by the Declaration, these By-Laws or the Act; be custodian of the records of the Association; and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board.

ARTICLE VI

Powers and Duties of the Association and Board

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

(a) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements including payments therefor, including approving payment vouchers therefor. Nothing in this subsection shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with 20 percent (20%) of the votes of the association delivered to the Board within 21 days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

(b) Preparation, adoption and distribution of the annual budget for the Property;

(c) Levying of assessments;

(d) Collection of assessments from Unit Owners;

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

(f) Obtaining adequate and appropriate kinds of insurance, which shall include a fidelity bond insuring the Association, the Board and the Unit Owners against loss of funds as a

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result of the fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Unit Owners in the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. The premium for such fidelity bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be canceled for non-payment of any premiums or otherwise substantially modified without thirty (30) days prior written notice to all holders of first mortgages of record. All management companies that are responsible for funds held or administered by the Association must be fully covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company;

(g) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;

(h) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property;

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

(j) Having access to each Unit, from time to time, as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units;

(k) Paying real property taxes, special assessments, 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;

(l) Imposing charges for late payments of a Unit Owner's assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association;

(m) By a majority vote of the entire Board, assigning its right to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association;

(n) 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 5(c) of the Declaration;

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(o) Recording the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration;

(p) Borrowing money at such rates of interest as it may determine; issuing its notes, bonds and the obligations to evidence such borrowing; and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income. In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the members;

(q) Reasonably accommodating the needs of a Unit Owner who is a person with a disability as required by the Federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances, in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit;

(r) The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as defined in Section 18(a)(8) of the Act. The Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within 7 business days after the emergency event, and (ii) the general description of the actions taken to address the event within 7 days after the emergency event. The intent of the above provisions of Public Act 99-472 is to empower and support Boards to act in emergencies.

(s) Adopting and amending rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each Unit Owner to designate an electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of Members or Unit Owners which the Association is required to provide upon request pursuant to any provisions of the Act or a Condominium Instrument.

(t) The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within 30 days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children.

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

(a) To engage the services of a manager or managing agent, which may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such

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manager or managing agent shall extend for not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice;

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

(c) To establish or maintain one or more bank accounts, or functionally similar accounts such as money market fund accounts, for the deposit of any funds paid to, or received by, the Association;

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

(e) Upon authorization of a two-thirds vote by the members of the Board or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment levy of any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses. Nothing herein shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

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

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

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

(c) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain and repair) and Recreational Facilities and such furnishings and equipment for the Common Elements and Recreational Facilities as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements and Recreational Facilities. Anything in the foregoing to the contrary notwithstanding, the Association shall be responsible for the repair and replacement of all windows and doors from the Common Elements to a Unit (not including balcony doors and

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interior doors) provided that where the need for repair or replacement is due to the act or omission of a Unit Owner, guest, occupant, family member or pet, the Association shall charge the Unit Owner for the cost of such repair or replacement.

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

(e) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interest 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. Any costs incurred by the Association by reason of said lien or liens including, but not limited to, any interest, late charges, reasonable attorneys' fees, costs of collections and the amount of unpaid fines shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(f) Maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of the Property, and the owner of said 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 is delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expense. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital improvements on, the Common Elements (other than for the purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00) without the prior approval of 66 2/3 percent of the Unit Owners.

(g) To maintain, repair and replace the three (3) lighting fixtures located on the west side of the Building and the two (2) lighting fixtures located on the north side of the Building as part of the Common Expenses. Such lighting fixtures shall be repaired, maintained and replaced by the Association as needed. Such fixtures shall provide lighting to the parking lot and private alley located adjacent to the Building and shall be for the benefit of the owner of the Adjacent Parcel. This Section may not be modified or amended without the prior written consent of the

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owner of the Adjacent Parcel, provided the owner of the Adjacent Parcel continues to benefit from the aforesaid light fixtures.

Section 4. Annual Budget.

(a) Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including: the total amount required for 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 Association to be necessary for a reserve for contingencies and replacements, all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for capital expenditures or repairs or payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least twenty-five (25) days prior to the adoption thereof. The Association shall give Unit Owners notice as provided in Article III, Section 4, of the By-Laws of the meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

(b) If an adopted Annual Budget requires assessment against Unit Owners in any year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners representing 20% of the votes of the Association may, within 21 days of the Board action, petition and require the Board to call a meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it is ratified whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and budgeted expenses by the Association which are not anticipated to be incurred on a regular or annual basis shall be excluded from the computation.

(c) The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and on the 1st day of each and every month of said year. The Association does not have the authority to, and cannot, forebear the payment of assessments by any Unit Owners.

(d) The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period (until the monthly assessment payment which is due more than ten (10) days after such new Annual Budget shall have been mailed to the Unit Owners).

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(e) Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain which reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Board shall determine. Such charge shall be considered a common expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

(f) All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and except for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

Section 5. Annual Accounting.

(a) On or before the 1st day of August of each calendar year, the Association shall supply to all Unit Owners an itemized account of the Common Expenses for the preceding calendar year actually incurred and paid together with an indication of which portions of the Annual Budget were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficiency of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves in such preceding year shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after the rendering of the accounting.

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

Section 6. Reserves. The Association may build up and maintain a reasonable Reserve for operations, contingencies and replacement. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association or the Board deems appropriate.

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Section 7. Special Assessments.

If said Annual Budget proves inadequate for any reason, including non-payment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or in such installments as the Board may determine. All Unit Owners shall be obligated to pay the further assessment.

(a) Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

(b) Except as provided in subsection (d) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within 21 days of the Board's action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

(c) Any Common Expense not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed 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 item (b) above or item (e) below. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

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

(f) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (d) and (e), 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.

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Section 8. Default in Payment.

(a) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 4% of the balance of which the aforesaid charges and assessments for each month, or part hereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payment of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Unit.

(b) Each such assessment, together with interest, court costs, late charges, reasonable attorneys' fees, costs of collections, the amount of any unpaid fines shall be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law.

Section 9. Unit Owner Accounts. Upon ten (10) days' notice to the Association, the payment of a reasonable fee, if any, fixed by the Association, not to exceed Fifteen Dollars (\$15.00), any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 10. Rules and Regulations. The Association may, pursuant to the provisions of Article IV, Section 11 and Article VI, Section 1(h) of these By-Laws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of the Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.

ARTICLE VII

Contracts, Checks, Deposits and Funds

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

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

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

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

ARTICLE VIII Books and Records

The Board shall keep and maintain the following records, or true and complete copies of these records, at the Association's principal office:

- (1) the Association's Declaration, bylaws, and plats of survey, and all amendments of these;
- (2) the rules and regulations of the Association, if any;
- (3) if the Association is incorporated as a corporation, the Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;
- (4) minutes of all meetings of the Association and the Board for the immediately preceding 7 years;
- (5) all current policies of insurance of the Association;
- (6) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the unit owners have obligations or liabilities;
- (7) a current listing of the names, addresses, and weighted vote of all members entitled to vote, or as otherwise provided in the Act and/or local ordinance;
- (8) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding 12 months, including, but not limited to, the election of members of the Board; and
- (9) the books and records for the Association's current and 10 immediately preceding fiscal years, including, but not limited to, itemized and detailed records of all receipts, expenditures and accounts.

(b) Any member of an Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (1), (2), (3), (4), (5), (6), and (9) of subsection (a) of this Section, in person or by agent, at any reasonable time or times, at the Association's

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principal office. In order to exercise this right, a member must submit a written request to the association's board of managers or its authorized agent, stating with particularity the records sought to be examined. Failure of the Board to make available all records so requested within 10 business days of receipt of the member's written request shall be deemed a denial.

Any member who prevails in an enforcement action to compel examination of records described in subdivisions (1), (2), (3), (4), (5), (6), and (9) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association.

(c-d) (Blank).

(d-5) As used in this Section, "commercial purpose" means the use of any part of a record or records described in subdivisions (7) and (8) of subsection (a) of this Section, or information derived from such records, in any form for sale, resale, or solicitation or advertisement for sales or services.

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

Any member who prevails in an enforcement action to compel examination of records described in subdivision (7) or (8) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association only if the court finds that the Board acted in bad faith in denying the member's request.

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

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ARTICLE IX Fiscal Year

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

ARTICLE X Waiver of Notice

Whenever any notice whatsoever is required to be given under the provisions of the Condominium Property Act of Illinois, the General Not-For-Profit Corporation Act of Illinois, the provisions of the articles of incorporation or By-Laws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI Amendments to By-Laws

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted upon the affirmative vote of 66 2/3% of all of the members at a regular meeting or at any special meeting called for such purpose, by Recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by the President or Vice-President and the Secretary of the Association and which contains an affidavit by an officer of the Board certifying that the necessary affirmative vote of the members of the Association has been obtained.

ARTICLE XII Indemnification

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

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

To the extent that a member of the Board or an officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suitor proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or the officers of the Association to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

The sums necessary to discharge the obligations of the Association under this Article shall be Common Expenses.

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

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ARTICLE XIII Construction

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

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided in the Declaration for such words and terms.

(c) The words, "Board of Directors" and "Board of Managers" may be substituted for the word "Board" and the word "Director" may be substituted for the words "Member of the Board," wherever they appear herein.

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EXHIBIT D

LEGAL DESCRIPTION OF COMMERCIAL PARCEL

COMMERCIAL PARCEL

LOT 1 (EXCEPT THE NORTH 61 FEET) IN ASSESSOR'S DIVISION OF PARTS OF BLOCKS 4 AND 5 (EXCEPT THE NORTH 35 FEET) LOTS 7, 8 AND (EXCEPT THE WEST 2 FEET) LOT 6, ALL OF LOT 9 IN BLOCK 5 AND THE NORTH PART OF LOT 1 AND OF LOT 2 EAST OF THE WEST 102 FEET OF BLOCK 4, IN WRIGHTS ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART DESCRIBD AS FOLLOWS LYING ABOVE AN ELEVATION OF 16.50 FEET AND BELOW AN ELEVATION OF 28.00 FEET (ALL ELEVATIONS ARE REFERENCED TO THE CITY OF CHICAGO DATUM) IN COOK COUNTY, ILLINOIS.

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(Space Above Reserved for Recorder's Stamp)

AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

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

I, Valerie Jacobs, being duly sworn, state that I have access to the copies of the attached document(s), for which I am listing the type(s) of document(s) below:
(print name above)

Westgate Terrace Condominium - Amended and Restated Declaration

(print document types on the above line)

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

Westgate Terrace Condominium

(print name(s) of executor/grantor)

(print name(s) of executor/grantee)

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

Kovitz Shifrin Nesbit - Attorneys for Westgate Terrace Condominium

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

OATH REGARDING ORIGINAL

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

Affiant's Signature Above

2/23/2021

Date Affidavit Executed/Signed

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

February 23, 2021

Date Document Subscribed & Sworn Before Me

Signature of Notary Public

OFFICIAL SEAL
NYTA MELLINA CHY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JUL. 17, 2023

SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for any photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document.