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COOK COUNTY RECORDER

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DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS

FOR CORNELL SQUARE

HOMEOWNERS ASSOCIATION

THIS DECLARATION (the "Declaration") is made and entered into this 29th day of August, 1995, by Melk Development/MCL Cornell Square L.P., an Illinois limited partnership (the "Developer").

WHEREAS, the Developer is the owner in fee simple of certain Property (defined below) in the City of Chicago, County of Cook and State of Illinois; and

WHEREAS, the Developer is improving the Property with single family homes; and

WHEREAS, the Developer desires to provide for the preservation of the value and the harmonious, beneficial, and proper use of the Property and to this end the Developer desires to subject the Property to the rights, easements, covenants, restrictions, charges, and liens hereinafter set forth; and

WHEREAS, the Developer intends that the several owners of the Property, their successors and assigns, and their mortgagees, guests, and invitees shall at all times enjoy the benefit of, and that the several owners of and all persons hereafter acquiring an interest in the Property hold their interests subject to, the terms of this Declaration, all of which are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of such Property.

This document prepared by and after recording return to Michael M. Kaplan, Esq. Sachnoff & Weaver, Ltd. 30 South Wacker Drive Suite 2900 Chicago, Illinois 60606-6400 (312) 207-1000 Recorder Box 367

BOX 333-CTI

P.I.N.s 20-12-101-003-0000
20-11-217-001-0000

CORNELL, No OF
HYDE PARK BLVD
CHGO, IL

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NOW, THEREFORE, the Owner hereby declares that the Property shall be held, conveyed, occupied, and encumbered subject to the rights, easements, covenants, restrictions, charges, and liens hereinafter set forth, each and all of which shall, with respect to the Property, attach to and constitute covenants running with the land.

1. Definitions. The following terms shall have the following meanings:

(a) Alteration. Any change in the exterior appearance of any Improvement, landscaping or in the grading or drainage pattern of any Parcel.

(b) Association. Cornell Square Homeowners Association, an Illinois not-for-profit corporation, and its successors and assigns, the Articles of Incorporation of which are attached as Exhibit A (the "Articles of Incorporation").

(c) Board. The Board of Directors of the Association.

(d) By-Laws. The By-laws of the Association, a copy of which is attached as Exhibit B hereto, as they may be amended pursuant thereto.

(e) Committee. The architectural review committee created pursuant to the By-Laws for the review of Improvements on the Parcels.

(f) Common Area. All property, real or personal, owned by the Association, which shall initially include the real estate described in Exhibit C hereto, and shall include without limitation any roads, curbs, gutters, shared driveways, and landscaping on the Common Areas.

(g) Easement Parcels. Easements for ingress and egress and for utility service, as granted by Section 5(e) and as shown on Exhibit D.

(h) Improvement. Any permanent structure attached to the Property which is erected after the date hereof and for which the City of Chicago requires the issuance of a building permit and in addition any ancillary facilities such as garages or parking areas, driveways, curbs, fences, and sidewalks and landscaping for the remaining portion of the Parcels or Common Area, as the case may be, not occupied by such Improvements and their ancillary facilities.

(i) Maintenance Fund. All monies collected by the Association pursuant to the terms hereof.

(j) Member. Each person or entity who is a member of the Association, as provided in the By-laws.

(k) Parcel. Each individual parcel of Property legally described on Exhibit E hereto, as amended from time to time. Each Parcel consists of a lot designated to be improved with a single family home.

(l) Parcel Owner. The person or persons whose estate or interests, individually or collectively, aggregate fee simple ownership of a Parcel (without reference to the interests of lien holders or tenants for terms of years or otherwise).

(m) Person. A natural person, corporation, partnership, trustee or other entity capable of holding title to real property.

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(n) Property. The real estate legally described on Exhibit F attached hereto which shall be resubdivided from time to time into portions of the Common Area and the Parcels.

(o) Share. A fraction assigned to each Parcel Owner the numerator of which is 1 and the denominator of which is the total number of Parcel Owners in the Association.

2. Architectural Control.

(a) Except for Improvements heretofore or hereafter constructed or placed upon the Property by the Developer, no Improvement shall be constructed or placed on any Parcel, nor shall any Alterations be made, without, in each case, the prior written approval of the Committee. The Committee may require as a condition for its approval compliance with such reasonable conditions as the Committee may determine are appropriate to insure that the proposed Improvements or Alterations are reasonably compatible with the appearance and quality of the theretofore approved Improvements and that proposed landscaping and drainage are acceptable to the Committee in its discretion. The Parcel Owner seeking approval shall submit preliminary plans and specifications for any proposed Improvements or Alterations showing, among other things, the location of the Improvements or Alterations within the Parcel. Schematic architectural and engineering plans, landscape drawings, and such other information as the Committee may reasonably require shall also be furnished and shall disclose, among other things, elevations of all Improvements, construction materials, aesthetic treatment of exterior surfaces, including exterior architectural design and decor, and other like pertinent data.

The Committee will not approve the plans and specifications for a proposed Improvement or Alteration unless the Committee, in its sole discretion, deems the proposed Improvement or Alteration to be consistent with other approved Improvements for the Property and with high quality standards of design and construction.

If within 30 business days after submission of all required information the Committee fails either to approve or disapprove of the proposals or to suggest changes therein, the Committee shall be conclusively presumed to have approved the proposals as submitted. The Committee shall notify the affected Parcel Owner of any disapproval and in such notice shall set forth in reasonable detail the reasons for such disapproval.

(b) If, within two years (or such longer period as the Committee may permit) from the date of approval, work on the Improvements or Alterations shall not have been substantially commenced, or if commenced, construction shall not, in the Committee's reasonable judgment, have been prosecuted with due diligence, then any prior approval of such work shall be deemed withdrawn, automatically, and without any further act by the Committee or any other party. In that event, such Parcel Owner shall not commence or continue, as the case may be, construction of the Improvements or Alterations without further written approval by the Committee obtained in the manner of the initial approval and shall, at the option of the Committee, restore the Parcel to a condition similar to such Parcel's condition prior to such approval.

Construction of any Alteration or Improvement shall be completed within four years after approval of the plans therefor (or such longer period as the Committee may permit).

To the extent that commencement or completion is rendered impossible or would result in great hardship due to strikes, casualty, shortage of material, national emergencies, or forces beyond the control of the Parcel Owner, the commencement or completion date, as the case may be, shall be extended by the Committee for a period corresponding to the duration of such delay-causing event.

(c) Any waiver by the Association or the Committee, as the case may be, in one or more instances of the provisions and requirements contained in this Section 2 shall not be deemed to be a waiver by the Association

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or the Committee, as the case may be, of its rights to enforce such provisions and requirements thereafter, no matter how many waivers may have been granted previously.

3. Maintenance of the Parcels.

(a) Except as otherwise set forth herein, each Parcel Owner, at his sole cost and expense, shall maintain, repair and replace the interior and exterior of his Parcel, including landscaping, and the Improvements therein, keeping the same sightly and in good condition and repair, including, without limitation, all painting, staining, refinishing, maintenance, repair, replacement and tuckpointing of the exterior surfaces and structural components of the dwellings and garages, including, without limiting the generality of the foregoing, all sidings, outer walls, shutters, gutters, and downspouts of the dwellings and garages, all screens, doors and glass surfaces, and window washing and repair.

(b) In the event any Parcel Owner shall fail to fulfill such obligation to maintain, repair and replace his Parcel and the Improvements thereon, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternate remedies, shall have the right (but not the obligation), through its employees and agents or through independent contractors, upon reasonable notice or, in the case of an emergency, without notice, to enter upon any Parcel and, if required, into any dwelling or garage, to repair and maintain the Parcel and the improvements situated thereon; the cost thereof shall be paid by the Parcel Owner.

(c) Each Parcel Owner, by acceptance of a deed for his Parcel, hereby covenants and agrees to pay the Association the cost of any repairs and maintenance provided for in this Section 3 upon demand and the failure of such Parcel Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided. The Association shall have a lien upon said Parcel in the amount of such costs enforceable in the manner and to the extent herein set forth in this Declaration.

(d) The Association or its officers, employees, agents or contractors, may enter any Parcel when necessary in connection with any maintenance or repair for which the Association is responsible or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Parcel Owner as practicable, and except in the event of emergency, shall be done upon reasonable notice to the Parcel Owner. Any damage caused thereby shall be repaired by the Association, the cost of which shall be paid out of the Maintenance Fund.

4. Maintenance of the Common Area and Outside Roads.

(a) The construction, landscaping, operation, maintenance and replacement of the Common Area shall be within the sole control, responsibility, and discretion of the Association. The cost of all capital improvements (other than capital improvements constructed by the Developer), including fences, non-dedicated utilities and roads, whether located on or off the Property, and new construction and replacement of facilities and landscaping within the Common Area, as well as all expenses for maintenance and upkeep of the Common Area and all real estate taxes thereon, shall be paid from the Maintenance Fund.

(b) In addition to maintaining the Common Areas, the Association shall maintain and landscape a private road which is located on Lot 29 of Cornell Square, the subdivision in which the Property is located, and provides the Parcel Owners with access to South Cornell Avenue, a public street owned by the City of Chicago.

5. Easements.

(a) The Developer, or the Association, upon conveyance of title to the Common Area to the Association as provided in paragraph (h) of this Section, hereby grants to the Parcel Owners, their guests and invitees,

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but not the public generally, easements for use and enjoyment and ingress and egress from any portions of the Property over, upon, and across the Common Area, or portions thereof, and shall have the power to grant such easements or licenses for such other purposes as may be appropriate to such Persons, and upon such terms and conditions, at such costs, if any, and for such duration as the Association deems appropriate.

(b) Each Parcel Owner shall maintain those portions of its Parcel which are subject to easements granted hereunder except as otherwise provided herein, provided the Association, in its sole discretion, shall have the authority to assume any such costs as it deems appropriate.

(c) All easements and rights described in this Declaration are easements appurtenant, running with the land, and shall inure to the benefit of, burden and be binding upon the undersigned, their successors and assigns, and upon any owner, purchaser, mortgagee, or other Person having an interest in the Property, or any part thereof.

(d) All persons who reside on a Parcel shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Parcel Owner of that Parcel.

(e) Ameritech Corporation, Commonwealth Edison Company, People's Gas, Light & Coke Company, the City of Chicago, any entity holding a franchise from the City of Chicago to provide cable television services to the Property, and all other suppliers of utilities serving the Property, or any portion of the Additional Property (defined below), are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus, fiber optics and other equipment, including housings for such equipment, into, over, under, on and through any non-dedicated roadways on the Property and the Easement Parcels for the purpose of providing utility services to the Property or to any portion of the Additional Property, whether or not annexed hereto. Every Parcel Owner is also hereby granted an easement of ingress and egress over and upon the Common Area and any other Parcel for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Parcel Owner's Parcel; provided, however, that a Parcel Owner shall restore to its pre-existing condition any portion of the Common Area or other Parcel damaged by any such construction, installation, repair, maintaining or inspection. Easements are also hereby declared and granted to the Developer or its assignee to install, lay, construct, operate, maintain, renew, repair and replace any conduits, cables, pipes, wires or other equipment or components of a community antenna television service system into, over, under, on and through the Common Area and any Parcel for the purpose of providing such television service to the Property or to other property.

(f) Notwithstanding any provision herein to the contrary, the easements created under this Section shall be subject to: (1) the right of the Developer to improve the Common Area in accordance with such plans and specifications as it deems appropriate; and (2) the right of Developer to execute all documents and do all other acts and things affecting the Common Area which, in the Developer's opinion, are desirable in connection with Developer's rights hereunder, provided any such document or act or thing is not inconsistent with the property rights of any Parcel Owner or of the Committee. Developer reserves the right to use any portion of the Common Area as it deems necessary in connection with the sale or rental of Improvements being constructed or to be constructed within the Property, including but not limited to parking for sales personnel and sales prospects.

(g) In the event that (i) by reason of design, construction, location, repair, settlement, shifting or movement, any dwelling, garage or other Improvement as originally constructed by the Developer on any Parcel or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Parcel or upon the Common Area, or (ii) by reason of such design, construction, location, repair, settlement, shifting, or movement it shall be necessary to any Parcel Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Common Area by other Parcel Owners, or (iii) by reason of the design or construction of utility, ventilation, and exhaust systems, as originally constructed by Developer, any mains, pipes, ducts or conduits servicing any Parcel or more than one Parcel, encroach

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or shall hereafter encroach upon any part of any Parcel, or the Common Area, then, in any such case, perpetual easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Parcel or Common Area to maintain, repair, and replace such encroachment are hereby established and shall exist for the benefit of such Parcel or the Common Area, as the case may be, so long as such dwelling, garage, or other improvement shall remain standing; provided, however, that if any such dwelling, garage or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be re-established and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provided further that in no event shall a valid easement for any encroachment or use of the Common Area be created in favor of any Parcel Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Common Area by others or if it occurred due to the willful conduct of any Parcel Owner.

(h) At such time as this Declaration is first recorded or as soon thereafter as the Developer shall deem appropriate, the Developer will cause to be conveyed to the Association and the Association shall accept title to the Common Area herein described, as amended from time to time, together with such facilities and improvements as the Developer may elect to install thereon and subject to such easements as the Developer may cause to be placed thereon.

6. Developer's Rights

In addition to any rights or powers reserved in this Declaration, the Developer shall have the rights and powers set forth in this Section. In the event of a conflict between the provisions of this Section and any other provisions of this Declaration, the provisions of this Section shall govern. Except as otherwise provided in this Section, Developer's rights under this Section shall terminate at such time as the Developer is no longer vested with or controls title to any portion of the Property. Developer shall have the right, in its discretion, to maintain on the Property model Improvements, sales, management, and/or administrative offices (which may be located in an Improvement), displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Property for the purpose of showing the Property to prospective purchasers or lessees of Parcels, all without the payment of any fee or charge whatsoever other than the assessments payable by the Developer with respect to Parcels owned by it. The Developer, its agents, and prospective purchasers and lessees of Parcels shall have a non-exclusive access easement over and across the roads and walkways located on the Property for ingress and egress to and from those portions of the Property which have not been made subject to this Declaration in order to exercise the rights reserved under this Paragraph and to park in the outdoor parking areas, for or incident to such sales or leasing purposes and, during construction by the Developer, the right of ingress and egress for construction traffic and model parking in and throughout the Common Area in connection with such construction. Developer, its agents and contractors shall have the right to come upon the Property, to construct Improvements thereon and to make alterations, repairs or improvements to the Property and shall have the right to store equipment and materials used in connection with such work on the Property without payment of any fee or charge whatsoever. The provisions of this Paragraph shall inure to the benefit of any assignee of Developer. Except as provided above, no signs of any kind will be displayed by any Parcel Owner or the Association without the Developer's express written consent for a period of five years from the date hereof.

7. Covenants and Restrictions as to Use and Occupancy.

The Parcels and Common Area shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing, parking, and related common purposes for which the Property was designed. Each Parcel shall be used for residential purposes and for no other purposes.

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(b) The outdoor parking areas shall be used for the parking of passenger automobiles, subject to such rules and regulations as the Board may prescribe. No boats, trailers, trucks, motorcycles, motor scooters, recreational vehicles, campers, or vehicles bearing signs on their exteriors or other vehicles or property of any kind shall be parked or stored thereon or on a portion of a Parcel visible from the Common Area unless permitted by such rules and regulations as may be adopted by the Board. Every Parcel Owner, occupant and other person shall be responsible for his personal property in the outdoor parking areas. Neither the Board nor the Association shall be considered the bailee of any such personal property, nor shall either be responsible for any loss or damage thereto, whether or not due to the negligence of the Board and/or the Association. Developer may use the outdoor parking areas or other areas temporarily improved for parking as parking for model units.

(c) There shall be no obstruction of the driveways or other portions of the Common Area, nor shall ready access to a garage or entrance to any Parcel be obstructed or impeded in any manner.

(d) No Parcel Owner shall permit anything to be done or kept on his Parcel or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or which would be in violation of any law, nor shall any waste be committed in the Common Area.

(e) No animals of any kind shall be raised, bred, or kept on any Parcel except dogs, cats, or other household pets may be kept subject to rules and regulations adopted by the Board, provided they are not kept, bred, or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon ten (10) days' written notice from the Board.

(f) No noxious or offensive activity shall be conducted on any Parcel or in the Common Area nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Parcel Owners or occupants.

(g) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Parcel, except as otherwise provided herein.

(h) Subject to the provisions of Section 6, no signs, advertising or other displays whatsoever shall be maintained or permitted on any part of the Property, affixed to the outside of any Parcel or displayed in any window of any Parcel, except at such location and in such form as shall be determined by the Board.

(i) Except as constructed or altered by or with the permission of the Developer, nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board.

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

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8. Administration.

(a) The administration of the Common Area as set forth herein shall be vested in the Association.

(b) The duties and powers of the Association and its Board shall be those set forth in this Declaration, the By-laws, and its Articles of Incorporation, as such Articles may be amended from time to time upon recommendation of the Board and affirmative votes of Members whose Shares aggregate at least 66-2/3%.

(c) Notwithstanding anything in this Declaration or the By-laws of the Association to the contrary, the first and each subsequent Board of the Association and the Committee shall consist of, and vacancies on the Board or the Committee shall be filled by, such persons as the Developer shall from time to time appoint, who may but need not be members of the Association, until the first to occur of the following events (the "Transition Events"): (i) the expiration of five (5) years after the date of recording of this Declaration; and (ii) the voluntary election by Developer, by written notice to the Association, to release its right to appoint all members of the Board or the Committee, as the case may be. The Developer shall have the right, from time to time, to remove from office any director or Committee member appointed by it. Without the prior written consent of Developer, neither the Articles of Incorporation of the Association nor the By-laws shall be amended, modified or changed in any way to diminish the authority of the Board or the Committee, as the case may be, during the time in which the Developer has the right to appoint all members of the Board or the Committee, as the case may be. The Developer may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more Board or Committee member, and continue to exercise its right to appoint the remaining members of the Board or the Committees for the period hereinabove specified. All directors not appointed by Developer shall be elected as provided in the By-laws.

(d) All funds collected by the Association shall be held and expended for the purposes designated herein and in the Articles of Incorporation and the By-laws. All funds shall be deemed to be held for the benefit, use and account of the Parcel Owners. Upon termination of the Association, any surplus shall be distributed as provided in the By-laws.

(e) The members of the Board and the Committee and the officers and employees of the Association shall not be liable to the Parcel Owners for any mistake or judgment, or any acts or omissions, made in good faith as such members, officers or employees.

(f) The Board, on behalf of the Association, shall have such powers as are contained in the By-laws.

9. Assessments - Maintenance Fund.

(a) Each year on or before October 1st, the Board shall estimate the annual budget of common expenses including the total amount required for the cost of wages, materials, insurance, services and supplies that will be required during the ensuing calendar year for the rendering of all services by the Association as provided herein, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, if any, and it shall also notify each Parcel Owner on or before October 1st in writing as to the amount of such estimate with a reasonable itemization thereof. Such common expenses shall be assessed to the Parcel Owners according to each such Parcel Owner's Share.

On or before the first day of January following receipt of the budget and the first day of each and every month of such year thereafter, each Parcel Owner shall pay to the Association, or as the Association may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph (a). On or before the first day of March of each year commencing 1996, the Board shall supply to all Parcel Owners an itemized accounting of the Association's expenses for the preceding year, whether paid or accrued, together with a tabulation of the amounts collected, and showing the

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net income or deficit plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves as provided herein shall be credited equally against the next monthly installments due from Parcel Owners under the current year's annual budget until such excess is exhausted. Any net shortage shall be divided equally among the Parcel Owners and added to each Parcel Owners' installments due in the six months succeeding the rendering of the accounting, allocated between those installments as the Board, in its sole discretion, shall determine.

The Board may build up and maintain a reasonable reserve for contingencies and replacements of the facilities and Improvements, if any, located within the Common Area or within any easements granted to the Association herein. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged against such reserve. If the annual budget proves inadequate for any reason, including non-payment of any Parcel Owner's assessment, the Board may at any time prepare an adjusted budget and levy a further assessment based thereon, which shall be assessed equally to the Parcel Owners. The Board shall serve notice of such further assessment on all Parcel Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly installment which is due more than 30 days after the delivery in person of such notice of further assessment.

The failure or delay of the Board in preparing or delivering the annual or adjusted budget to the Parcel Owners shall not constitute a waiver or release in any manner of the Parcel Owner's obligation to pay the assessments, as herein provided, whenever the same shall be determined, and in the absence of the preparation and delivery of any annual budget or adjusted budget, the Parcel Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the first monthly installment which is due more than 10 days after such new annual or adjusted budget shall have been mailed or delivered.

(b) The Board shall keep full and correct books of account on such basis as the Board shall determine. Upon request of any Parcel Owner or mortgagee, such books of account may be inspected by such requesting person or its representative, duly authorized in writing, at such office and at such reasonable time or times during the Committee's normal business hours, as the Board shall designate in writing.

(c) From and after the date of any assessment against any Parcel and until paid, the assessments provided for herein shall be a lien upon the Parcel owned by such Parcel Owner and after the recording of notice of the amount then due for which a lien claim is being asserted by the Association and the giving of at least 30 days prior written notice to all other lienholders, said lien may be foreclosed by the Association in the same manner as a mortgage of real property under the laws of the State of Illinois, and each Parcel Owner for itself and its successors and assigns, hereby waives any right of redemption from foreclosure sale as may exist under Illinois law. In addition, the obligation of each Parcel Owner to pay all of the assessments provided for herein shall be a personal obligation of each Parcel Owner at the time the obligation is incurred and shall be deemed to be assumed as a personal obligation by anyone who succeeds to such Parcel Owner's interest in the Parcel or in the case where the Parcel is owned by a land title holding trust, to the interest of the beneficiary under such trust; provided, however, that the obligation of any Parcel Owner or trust beneficiary to pay assessments may be satisfied only out of such Parcel and any Improvements thereon and not from the Parcel Owner's or trust beneficiary's other assets.

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(d) Any lien under this Declaration shall be subordinate to any mortgage or trust deed made, owned or held by any lender recorded prior to the recording of a notice by the Association setting forth the amount due by a delinquent Parcel Owner, except that the Association's lien shall not be subordinate (x) to the extent that the amount due is for services rendered after such lender (i) takes possession of the Parcel, or (ii) accepts a conveyance of the Parcel, or (iii) has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed or (y) to the extent the lien for unpaid assessments represents said Parcel's proportionate share of any previous unpaid assessment levied against the affected Parcel prior to its foreclosure or conveyance, which unpaid assessment the Association now seeks to collect by reassessment of all Parcel Owners.

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(e) If a Parcel Owner is in default in the payment of any charges or assessments hereunder for 15 days, the unpaid balance of such charges and assessments shall bear interest at the lower of (i) the rate of two per cent (2%) per month for each month or part thereof that such amount remains unpaid or (ii) the highest lawful rate that may be charged under the Illinois usury laws to borrowers such as the Parcel Owner. In addition, there shall be added to the amount due, the costs of any suit, including reasonable attorneys' fees.

(f) No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Parcel.

(g) It is understood that real estate taxes are to be separately taxed to each Parcel Owner for his Parcel. In the event that for any year such taxes are not separately taxed to each Parcel Owner, then the Association shall collect from each Parcel Owner not separately taxed, the share of the tax bill attributable to his Parcel on an equitable basis, based on the number of Parcels not separately taxed. Such taxes shall be considered a common expense of each such Parcel.

10. Insurance.

(a) The Board on behalf of the Association shall acquire and pay for out of the Maintenance Fund the following:

- (i) If the Common Area contains improvements subject to loss by fire or other casualty, a policy of insurance with respect to the Common Area insuring against loss or damage by fire and such other hazard as the Board deems advisable, for at least 80% of the full insurable replacement cost of such improvements. Each such insurance policy shall be written in the name of, and the proceeds thereof shall be payable to, the Association;
- (ii) Comprehensive public liability, directors' and officers' liability (if directors and officers' liability insurance is available at reasonable cost and the Board deems such insurance appropriate), and property damage insurance in such limits as the Board shall deem appropriate (provided the comprehensive public liability insurance shall in no event be in an amount less than \$1,000,000 per occurrence), insuring the Association, the Board, the Architectural Review Committee, the Members, the managing agent, if any, and their respective directors, officers and agents, from any liability in connection with the Property;
- (iii) Worker's compensation insurance as may be necessary to comply with applicable laws; and
- (iv) Such other forms of insurance as the Board deems appropriate.

(b) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisals which the Board deems advisable in connection with any insurance, shall be an expense of the Association payable from the Maintenance Fund.

(c) The Association may obtain the insurance coverage required herein in connection with and as part of a master policy of insurance maintained by or for any Parcel Owner provided the cost of such coverage is no more than the estimated cost of providing the same coverage under a policy written directly for the Association.

(d) Each Parcel Owner shall obtain his own insurance on his Parcel and Improvement and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Parcel Owners obtained as above provided,

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and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Parcel Owners.

(e) Each Parcel Owner hereby waives and releases any and all claims which he may have against any other Parcel Owner, the Association, its directors and officers, the Developer, and their respective employees and agents, for damage to improvements to the Common Area, the Parcels, or to any personal property located in the Parcels or Common Area, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

(f) In the case of damage by fire or other disaster to a portion of any improvements to the Common Area (a "Damaged Common Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Common Improvement, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Common Improvement.

(g) In the case of Damaged Common Improvement for which the insurance proceeds are insufficient to repair or reconstruct the Damaged Common Improvement or the Damaged Common Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

- (i) A meeting of the Parcel Owners shall 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 occurrence which caused the damage.
- (ii) At the meeting, the Board shall present a plan for the repair or reconstruction of the Damaged Common Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.
- (iii) A vote shall then be taken on the question of whether or not the Damaged Common Improvement shall be repaired or reconstructed based on the information provided by the Board under (b) above, including the proposed special assessment. The Damaged Common Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Members representing at least three-fourths (3/4) of the votes cast.

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(h) If the Damaged Common Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and in a manner which is substantially similar in design and construction as originally constructed, with any variations or modifications required to comply with applicable law.

(i) If the Damaged Common Improvement is not repaired or reconstructed, then the damaged portions shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board.

(j) In the case of a taking or condemnation by competent authority of any part of the Common Area, the Association shall, if necessary, restore the improvements in the remaining portion of the Common Area to conform as closely as possible to the general design, structure and materials used with respect to such improvements as they existed prior to the taking or condemnation. Any proceeds or awards paid to the Association shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Association's expenses; or (ii) distributed to the remaining Parcel Owners

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and their respective First Mortgagees, as their interests may appear. In the event that part of all of one or more Parcels is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Board shall adjust the assessment rates of the remaining Parcel Owners in a just and equitable manner. The President and Secretary of the Association shall execute and record an instrument on behalf of the Association which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the assessment rates as a result of an occurrence covered by this Section.

11. Violation of Declaration. The violation or breach of any covenant, restriction or condition contained herein or rule or regulation adopted by the Association, shall give the Association the right, in addition to any other remedies provided for in this Declaration and under law, to enjoin, abate or remedy by appropriate legal proceedings, either at law or equity, the continuance of such breach, and the costs of said suit, including reasonable attorneys fees, shall be awarded to the Association. Failure by the Association to enforce any covenant, restriction or lien herein contained or rule or regulation adopted by the Association shall in no event be deemed a waiver of the right to do so thereafter, no matter how many violations or breaches may occur.

12. Grantees. Each grantee of the Developer by the acceptance of a deed of conveyance, each purchaser under Articles of Agreement for Deed, and each mortgagee or trustee under trust deed, accepts the portions of the Property covered by such instrument subject to all rights, easements, covenants, restrictions, charges and liens, and the jurisdiction, rights, and powers created in or reserved by, this Declaration, as it may at any time be amended pursuant to Section 15 hereof, as though the provisions of this Declaration were recited in their entirety in each and every instrument of conveyance or Articles of Agreement for Deed; it being further agreed that at such times and to such extent as the holder of any mortgage or other security instrument in the nature of a mortgage upon any Parcel or any successor of such holder shall come into actual possession or ownership (other than as security for debt) of any Parcel or Parcels, the said holder or such successor (as may be the case) shall succeed to all the rights and obligations of the owner of such Parcel or Parcels in this Declaration, expressed.

13. Notices. Notices required or permitted to be given to the Association, any Parcel Owner or Member may be delivered to any member of the Board, such Parcel Owner or Member, as the case may be, either personally or by certified or registered mail with proper postage prepaid, addressed to such party, at the last address of such party shown in the records of the Association, and shall be effective, in the case of personal delivery, upon such delivery, and in the case of mailing, as of the date of mailing. Any mortgagee that registers with the Association by giving written notice of its interest shall receive copies of all notices sent by the Association to the Parcel Owner of the encumbered Parcel. Any mortgagee that fails to register with the Association shall have no right to receive any notices whatsoever from the Association.

14. Rights of First Mortgagees. In addition to all other rights of holders of notes secured by mortgages or trust deeds which constitute first mortgage liens against a Parcel or Parcels ("First Mortgagees") pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

(a) Except as provided in Section 16 below, unless Eligible Mortgage Holders (as defined below) representing Parcels holding at least 51% of the Shares shall have given their prior written approval, the Association shall not be entitled to amend or supplement any of the provisions of this Declaration which deal with the following matters:

- (i) voting rights;
- (ii) assessments, assessment liens, or subordination of assessment liens;
- (iii) reserves for maintenance, repair, and replacement of Common Areas;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the Common Areas, or to their use;

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- (vi) boundaries of any Parcel;
- (vii) convertibility of Parcels into Common Areas or vice versa;
- (viii) expansion or contraction of the Property or the addition, annexation, or withdrawal of Additional Property to or from the terms of this Declaration;
- (ix) insurance or fidelity bonds;
- (x) leasing of Parcels;
- (xi) imposition of any restrictions on a Parcel Owner's right to sell or transfer his or its Parcel;
- (xii) a decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (xiii) restoration or repair of improvement to the Parcels or Common Areas (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- (xiv) any action to terminate the legal status of the Association after substantial destruction or condemnation occurs; or
- (xv) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

(b) Each Eligible Mortgage Holder shall have one vote for each first mortgage on a Parcel.

(c) As used herein, the term "Eligible Mortgage Holders" shall mean those First Mortgagees who have requested the Association to notify them of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

(d) First Mortgagees shall have the right to examine the books and records of the Association at reasonable times during normal business hours.

(e) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(f) Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the mortgagor of such Parcel in the performance of such mortgagor's obligations hereunder or under the By-laws or rules and regulations of the Association which is not cured within thirty (30) days.

(g) Neither the Developer nor the Association shall cancel (or cause to be cancelled) the terms of this Declaration or dissolve (or cause to be dissolved) the Association without the prior written consent of Eligible Mortgage Holders representing Parcels holding at least 75% of the Shares.

15. Amendments.

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(a) The provisions Section 1, Section 5, paragraph (d) of Section 8, and this Section 15 of this Declaration may be amended only by an instrument in writing setting forth such amendment, signed and acknowledged by the duly authorized officers of the Association, all of the Parcel Owners and all First Mortgagees having liens of record against any Parcels.

(b) Amendments to submit additional property to the Declaration as provided in Section 16 hereof and to divide or combine Parcels as provided in Section 17 hereof shall be approved in accordance with the terms of those respective Sections.

(c) Amendments to designate previously undesignated portions of the Property as either Parcels or Common Areas shall be effective upon recording an instrument in writing signed and acknowledged by the

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Developer including Amended Exhibits C, D, E, F and G. Each Parcel Owner's Share shall automatically adjust when and as the number of Parcel Owners changes.

(d) All other provisions of this Declaration may be amended by an instrument in writing setting forth such amendment, signed and acknowledged by the duly authorized officers of the Association and accompanied by a certificate signed by such officers stating that Parcel Owners whose Shares aggregate at least 75% of the Shares have approved such amendment, provided, no amendment to Section 6 may be adopted without the consent of the Developer.

(e) All amendments shall be effective upon recording in the office of the Recorder of Deeds of Cook County, Illinois.

16. Subjecting Additional Real Estate to the Terms of the Declaration.

(a) The Owner reserves the right, within seven years of the date of recording of this Declaration, to subject all or any portion of the property legally described on Exhibit G to the covenants and restrictions contained in this Declaration, thereby including such property within the term Property ("Additional Property"). If the property to be subjected is not owned directly or indirectly by the Owner or the Developer, the written approval of the Board and Parcel Owners whose Shares aggregate at least 50% of the Shares shall be required. The inclusion of such property shall be evidenced by an Amendment to this Declaration which shall be signed by the duly authorized officers of the Association and, if applicable, accompanied by a certificate signed by such officers stating that the Board and the required number of Parcel Owners have approved such inclusion, and which shall, among other things, contain (i) an amended Exhibit C, if any portion of the property is to become part of the Common Area (ii) an amended Exhibit E setting forth the legal description of any Parcels being added, (iii) an amended Exhibits F and G, and (v) if any additional easements under, along, or on any Parcel are created, an amended Exhibit D showing all easements on the Property, including the property being added pursuant to this paragraph (a). The Amendment shall be effective from and after the recording thereof with the Recorder of Deeds of Cook County, Illinois.

(b) The recording of an amended Declaration shall not alter or affect the amount of any liens due from any Parcel Owner prior to such recording, nor the amounts theretofore assessed against or due from any Parcel Owner.

17. Division or Combination of Parcels.

(a) Any Parcel Owner or Owners may, with the consent of the Association, divide or combine any Parcel or Parcels owned by it or them. The Board on behalf of the Association, shall withhold its consent if it believes such division or combination not to be in the interest of the Association. The Share of the Parcel or Parcels which have been created by such division or combination, as the case may be, shall be allocated by the Parcel Owner or Parcel Owners of such Parcels on the basis of approximately equal fractions for all of the resulting Parcels. Any such division or combination shall be subject to such reasonable rules and regulations as the Committee may adopt with respect thereto.

(b) The legal description of the Parcels, as divided or combined under paragraph (a) of this Section 17 and their reallocated Shares shall be set forth in an amendment to this Declaration signed by such affected Parcel Owner or Owners and duly authorized officers of the Association, and which amendment shall amend Exhibit E to reflect the revised legal descriptions of the Parcels. Said division or combination shall be effective upon the recording of such amendment to Declaration in the office of the Recorder of Deeds of Cook County, Illinois.

18. Lease of Parcels. Any lease agreement between a Parcel Owner and a lessee shall be in writing, shall be for a term of not less than six months, and shall provide that the terms of such lease are subject in all respects to

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the provisions of this Declaration and the Articles of Incorporation, By-laws and rules and regulations of the Association and that failure by the lessee to comply with the terms of such documents, rules and regulations shall be a default under the lease. Other than the foregoing, there is no restriction on the right of any Parcel Owner, including the Developer or Owner, to lease any Parcel it owns.

19. Remedies. (a) In the event of a violation by a Parcel Owner of the provisions, covenants or restrictions of this Declaration, the By-laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days' prior written notice, shall have the right to enter upon that part of the Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach. Any and all expenses in connection with the exercise of the right provided by this Section shall be charged to and assessed against the violating Parcel Owner.

(b) If any Parcel Owner (either by his own conduct or by the conduct of any other occupant of his Parcel) shall violate any of the covenants or restrictions or provisions of this Declaration, the By-laws, or the rules or regulations adopted by the Board, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Parcel Owner a 10-day notice in writing to terminate the rights of said defaulting Parcel Owner to continue as a Parcel Owner and to continue to occupy, use, or control his Parcel and thereupon an action may be filed by the Board against said defaulting Parcel Owner for a decree declaring the termination of said defaulting Parcel Owner's right to occupy, use or control the Parcel owned by him on account of said violation, and ordering that all the right, title, and interest of said defaulting Parcel Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and other terms as the court shall determine equitable. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Parcel Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Parcel Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Parcel and to immediate possession of the Parcel sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Parcel so purchased subject to this Declaration.

(c) In addition to or in conjunction with the remedies set forth above, in the event of a violation by a Parcel Owner of this Declaration, the By-laws, or rules and regulations of the Board, the Board or its agents shall have the right to bring an action at law or in equity against the Parcel Owner and/or others as permitted by law including, without limitation, (i) to foreclose the lien against the Parcel (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article, or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

(d) All expenses incurred by the Board in connection with the actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest legal contract rate of interest then permitted in Illinois until paid but not to exceed eighteen percent (18%) per annum, shall be charged to and assessed against the defaulting Parcel Owner, and the Association shall have a lien for all the same upon his Parcel.

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(e) The provisions contained in this Declaration and the rules and regulations adopted hereunder may be enforced by any proceeding at law or in equity by any aggrieved Parcel Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Parcel to enforce any lien created hereunder.

20. General Provisions. The Developer hereby reserves the right, from time to time, for and on behalf of the Association, to engage a manager for the Association and its property during all or any portion of the period during which Developer has the right to appoint Directors as provided in Section 8(c). Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management agreement shall be terminable by either party for cause upon ninety (90) days written notice, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year periods. Any other contract providing for services by the Developer must provide for termination on ninety (90) days written notice and be for a maximum contract term of three years.

21. 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 remainder of this Declaration and all of the terms hereof are hereby declared to be severable.

22. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purposes. The terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and the By-laws on the other hand.

23. Trustees. In the event title to any Parcel should be conveyed to a land title holding trust under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Parcel. No claims shall be made against any such title holding trustee personally for payment of any such obligations, lien or indebtedness, 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 Parcel, notwithstanding any transfer of the beneficial interest or title to such Parcel.

24. Violation of Certain Rules. If any of the options, privileges, covenants, or rights created by this Declaration should be unlawful or void for violation of (a) the rule against perpetuities or some other or analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Albert Gore, Jr., the now incumbent Vice President, and William Jefferson Clinton, the now incumbent President, of the United States.

25. Abrogation of the Declaration. This Declaration may be abrogated upon recommendation by the Board and approval of all Parcel Owners, and all mortgagees with then existing recorded liens on the Property. Such abrogation shall be evidenced by an instrument setting forth such abrogation signed by the duly elected officers of the Association, all Parcel Owners and any such mortgagees, and shall be effective upon recording of the same in the office of the Recorder of Deeds of Cook County, Illinois. All property then owned by the Association shall be disposed of as provided in the By-laws.

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All easements created pursuant to Section 5 of this Declaration and in use as of the date of the recording of such instrument shall remain in full force and effect until vacated by all parties having an interest therein.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed on the day and year first above written.

MELK DEVELOPMENT/MCL CORNELL
SQUARE L.P., an Illinois limited partnership

By: MCL Ventures, Inc., an Illinois corporation,
its general partner;

By: [Signature]
Its: President

ATTEST:

[Signature]
Its: Secretary

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EXHIBIT A

Articles of Incorporation

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ARTICLES OF INCORPORATION

(Do Not Write in This Space)

SUBMIT IN DUPLICATE

Payment must be made by Certified Check, Cashier's Check, Illinois Attorney's Check, Illinois C.P.A.'s Check or Money Order, payable to "Secretary of State."

DO NOT SEND CASH!

Date

Filing Fee \$50

Approved

TO: GEORGE H. RYAN, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1 The name of the corporation is: Cornell Square Homeowners Association

Article 2 The name and address of the initial registered agent and registered office are:

Registered Agent	<u>David</u>	<u>A.</u>	<u>Grossberg</u>
	First Name	Middle Name	Last Name
Registered Office	<u>10 South Wacker Drive, 29th Floor</u>		
	Number	Street	(Do Not Use P.O. Box)
	<u>Chicago</u>	<u>IL 60606</u>	<u>Cook</u>
	City	Zip Code	County

Article 3 The first Board of Directors shall be 3 in number, their names and residential addresses being as follows:
(Not less than three)

Director's Names	Number	Street	Address City	State
<u>Daniel E. McLean,</u>	<u>1337 W. Fullerton,</u>	<u>Chicago,</u>	<u>IL</u>	<u>60614</u>
<u>Marilyn Walsh,</u>	<u>1337 W. Fullerton,</u>	<u>Chicago,</u>	<u>IL</u>	<u>60614</u>
<u>Tamara Labor,</u>	<u>1337 W. Fullerton,</u>	<u>Chicago,</u>	<u>IL</u>	<u>60614</u>

Article 4 The purposes for which the corporation is organized are:

See attachment hereto.

Is this corporation a Condominium Association as established under the Condominium Property Act?

Yes No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954?

Yes No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure?

Yes No

Article 5 Other provisions (please use separate page):

See attachment hereto.

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NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated October, 19 94

SIGNATURES AND NAMES

1. _____
Signature
Dianne M. Chiappetti
Name (please print)
2. _____
Signature

Name (please print)
3. _____
Signature

Name (please print)
4. _____
Signature

Name (please print)
5. _____
Signature

Name (please print)

POST OFFICE ADDRESS

1. 30 South Wacker Dr., 29th Floor
Street
Chicago, IL 60606
City/Town State Zip
2. _____
Street

City/Town State Zip
3. _____
Street

City/Town State Zip
4. _____
Street

City/Town State Zip
5. _____
Street

City/Town State Zip

(Signatures must be in ink on original document. Carbon copy, xerox or rubber stamp signatures may only be used on the true copy.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.

The registered agent cannot be the corporation itself.

The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.

The registered office may be, but need not be, the same as its principal office.

A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

File No. _____

FORM NFP-102.10
ARTICLES OF INCORPORATION
under the
GENERAL NOT FOR PROFIT
CORPORATION ACT
of

SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
SPRINGFIELD, ILLINOIS 62756
TELEPHONE (217) 782-9522
782-9523

(These Articles Must Be Executed and Filed in Duplicate)

Filing Fee \$50

C-1577

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File No. _____

FORM NFP-102.10

ARTICLES OF INCORPORATION

under the

GENERAL NOT FOR PROFIT

CORPORATION ACT

of

SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
SPRINGFIELD, ILLINOIS 62756
TELEPHONE (217) 782-9522
782-9523

Fee \$50

(These Articles Must Be Executed and Filed in Duplicate)

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The registered agent cannot be the corporation itself.
The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
The registered office may be, but need not be, the same as its principal office.
A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.
FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.
The registered agent cannot be the corporation itself.

No.	Signature	Name (please print)	City/Town	State	Zip
1	Dianne M. Chiappetta		Chicago, IL	60606	72
2					
3					
4					
5					

SIGNATURES AND NAMES

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.
Dated _____ 19 94

NAMES & ADDRESSES OF INCORPORATORS

POST OFFICE ADDRESS

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ATTACHMENT TO ARTICLES OF INCORPORATION OF CORNELL SQUARE HOMEOWNERS ASSOCIATION

Articles 4 and 5: Other Provisions.

1) The purposes for which the corporation is organized are the administration and operation of the community of common interest of real estate.

2) The following rules shall conclusively bind the corporation and all member and persons acting for or on behalf of the corporation:

a) No part of the monies received by this corporation shall inure to the benefit of any member or private individual, except in accordance with the Illinois General Not-For-Profit Corporation Act of 1986, as amended.

b) At the time of the initial meeting of the voting members, as provided in the By-laws of the corporation, the Board of Directors shall be three (3) in number.

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EXHIBIT B

BY-LAWS

OF

CORNELL SQUARE HOMEOWNERS ASSOCIATION

ARTICLE I.

PURPOSES.

The purposes of Cornell Square Homeowners Association (the "Association") are as stated in its Articles of Incorporation. The Committee also has such powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois.

ARTICLE II.

OFFICES.

The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors of the Association (the "Board") may from time to time determine.

ARTICLE III.

MEMBERS.

SECTION 1. CLASSES OF MEMBERS, MEMBERSHIP AND TERMINATION THEREOF. The Association shall have one (1) class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Parcel Owner as defined and set forth in the Declaration of Easements, Covenants and Restrictions for Cornell Square Homeowners Association to which these By-Laws are attached as Exhibit B (the "Declaration") shall automatically be a member of this Association, which membership shall terminate upon the sale or other disposition of such member's Parcel, at which time the new Parcel Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Parcel Owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in this Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former owner and member arising out of, 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 issued by the Association.

SECTION 2. VOTES AND VOTING RIGHTS.

(a) The total number of votes of all members shall be 1.00. Each member shall be entitled to the number of votes equal to the Share of its Parcel at the time any matter is submitted to a vote of the members.

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(b) If a Parcel is owned by more than one (1) person, the voting rights with respect to such Parcel shall not be divided, but shall be exercised as if the Parcel Owner consisted of only one (1) person in accordance with the proxy or other designation made by the persons constituting such Parcel Owner.

(c) Any specified percentage of the members, whether majority or otherwise, for purposes of voting and for any other purpose, wherever provided in these By-Laws, or the Declaration shall mean such percentage of the total number of votes hereinabove set forth.

SECTION 3. TRANSFER OF MEMBERSHIP. Membership in this Association is not transferable or assignable, except as provided in ARTICLE III, SECTION 1, hereof.

ARTICLE IV.

MEETINGS OF MEMBERS.

SECTION 1. ANNUAL MEETING. The first annual meeting of the members shall be held on such date as is fixed by the Board, which date shall in no event be later than one (1) year from the date the Declaration is recorded in the office of the Recorder of Deeds of Cook County, Illinois. Thereafter, an annual meeting of the members shall be held on the first Tuesday of June in each year for the purpose of electing Directors (subject to the provisions of Article V of these By-laws) and for the transaction of such other business as may come before the meeting. If such day is a legal holiday, the meeting shall be held on the next succeeding business day. If the annual meeting 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.

SECTION 2. SPECIAL MEETING. Special meetings of the members may be called by the President or by the Board or by not less than thirty-three and one-third per cent (33-1/3%) of the members, the notice for which shall specify the matters to be considered at such special meeting.

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 person or persons calling the meeting.

SECTION 4. NOTICE OF MEETINGS. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than five (5) nor more than forty (40) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officers or persons calling the meeting. If mailed, the notice of a meeting shall be deemed delivered one (1) day after it is deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

SECTION 5. QUORUM. The members holding 25% of the votes which may be cast at any meeting shall constitute a quorum at such meeting, provided that if an insufficient number of members are present to constitute a quorum, a majority of the members present at the meeting may adjourn the meeting from time to time without further notice.

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.

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ARTICLE V.

BOARD OF DIRECTORS.

SECTION 1. GENERAL POWERS. The affairs of the Association shall be managed by its Board. Except as expressly provided to the contrary in the Declaration or in these By-laws, all of the rights, powers, options, duties and responsibilities of the Association shall be performed by the Board, provided the Board may delegate specific power and responsibilities to committees composed of less than all members of the Board established by resolution of the Board.

SECTION 2. SPECIFIC POWERS. (a) The Board, on behalf of the Association, shall have the power without the approval of the Parcel Owners or Members:

(i) To engage the services of a manager or managing agent, who may be any person, firm or corporation (including the Developer or a related Person, both as defined in the Declaration), upon such terms and compensation as the Board deems fit, and to remove such manager or managing agent at any time, in accordance with the terms of any management agreement executed from time to time by the Board;

(ii) To engage the services of any persons (including but not limited to accountants and attorneys) deemed necessary by the Board at such compensation as the Board deems reasonable, for the operation, repair, maintenance and management of the Common Area (as defined in the Declaration) and to carry on the business of the Association, and to remove, at any time, any such personnel;

(iii) To establish and maintain one or more bank accounts or other depository arrangements for the deposit of any funds paid to, or received by, the Association.

(iv) To borrow funds to pay for capital improvements and the costs of operation or to meet its obligations, which debts may be secured by giving one or more mortgages or trust deeds against all or part of the Common Area or by giving a security interest in such other property owned by the Association as the Board deems appropriate;

(v) To enter into contracts and, generally to have all powers necessary or incidental to the operation and management of the Association and the Common Area, or as may be appropriate to carry out all functions authorized to the Association hereunder;

(vi) To protect the Common Area from loss or damage by suit or otherwise and to provide adequate reserves for replacement;

(vii) To adopt reasonable rules and regulations to effectuate the purposes and powers of the Association and for the operation and use of the Property and to amend such rules and regulations from time to time;

(viii) To purchase, own, lease, sell or otherwise deal in and with tangibles, intangibles, personality or real estate in furtherance of its duties and functions;

(ix) To do all other acts to be done by the Association in furtherance of this Declaration and the By-laws except in such cases where approval of the Parcel Owners or Members is specifically required.

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(b) The Association shall provide or cause to be provided, and paid for, in addition to the manager, managing agent or other personnel and/or services and materials above provided for, the following:

(i) Such insurance as the Board is required or permitted to obtain pursuant to the terms of the Declaration; and

(ii) Any other materials, supplies, equipment, furnishings, labor, services, maintenance, repairs and replacements, decorating, cleaning, structural alterations, landscaping, and snow and ice removal, that the Board deems proper for the maintenance and operation of the Common Area, Parcels, the private road referenced in Section 4(b) of the Declaration, and adjoining public streets, alleys, and parkways, including all work required by all applicable laws. All work shall be performed in accordance with all applicable law.

SECTION 3. NUMBER, TENURE AND QUALIFICATIONS. Until the date of the first annual meeting of the members as hereinabove provided, the number of Directors shall be three (3), who shall be the Directors named in the Articles of Incorporation. Until the occurrence of the Transition Event (as defined in the Declaration), the Directors shall be elected as provided in Section 8 of the Declaration. Commencing with the date of the first annual meeting of the members to occur after a Transition Event, the number of Directors shall be five (5), who shall be elected by the members as provided herein. Each Director shall hold office without compensation until his successor shall have been elected and qualified. After the occurrence of a Transition Event, only a member of the Association may be a Director of the Association. In the event that a member is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer, or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trusts, or manager of such other legal entity, may be eligible to serve as a Director. If any such shareholder, partner, beneficiary, trustee, or manager is in turn a corporation, partnership, trust, or other legal entity, then any shareholder, officer, or director of such corporation or 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 Director.

SECTION 4. ELECTION. At each annual meeting of the members, the members shall, by a vote of a plurality of the members present at such meeting, elect Directors to fill vacancies created by any expiring term of office. At the first annual meeting of the members after the occurrence of a Transition Event, the five candidates receiving the highest total votes shall be elected. The three receiving the highest total of votes shall serve a term of two (2) years; the two with the next highest totals shall serve a term of one (1) year. Thereafter, at each annual meeting of the members, the members shall elect the Directors for terms of two (2) years, except that if there is a vacancy being filled for which the Director originally elected was scheduled to serve for an additional year, the term shall be for one (1) year and shall be filled by the candidate receiving the lowest total votes from among the newly elected Directors.

SECTION 5. REGULAR MEETINGS. A regular annual meeting of the Board shall be held without further notice other than this By-law, immediately after, and at the same place as, the annual meeting of members. The Board may provide by regulations that the Board may, from time to time, adopt, the time and place for the holding of additional regular meetings of the Board without other notice than such regulation. All members shall have the right to attend all regular meetings, but shall not have the right to participate therein.

SECTION 6. SPECIAL MEETINGS. Special meetings of the Board may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any reasonable place and time as the place and time for holding any special meeting of the Board called by them. All members shall have the right to attend all special meetings, but shall not have the right to participate therein.

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SECTION 7. NOTICE. Notice of any special meeting of the Board shall be given at least two (2) days prior to the date of such meeting by written notice delivered personally or sent by mail to each Director and to each Member. If mailed, such notice shall be deemed to be delivered one (1) day after it is deposited in the United States mail addressed to the Director or Member at his or its address as it appears on the records of the Committee with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

In the event that a Special Meeting of the Board is called to deal with any matter, for which a delay of three (3) days to comply with the Notice requirements herein contained might result in damage to property or injury to any person, then the notice provisions herein contained shall be deemed waived if every Director receives actual notice of such meeting and a good faith effort is made to give every Member actual notice.

SECTION 8. QUORUM. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 9. MANNER OF ACTING. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless otherwise provided by law or by these By-laws.

SECTION 10. VACANCIES. Any vacancy occurring in the Board shall be filled by a two-thirds vote of the Board. A Director elected to fill a vacancy shall be elected for a term unexpiring at the next annual meeting of the members.

SECTION 11. REMOVAL. From and after the date of the first annual meeting of the members to occur after a Transition Event, any Director may be removed from office by the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of all the members at a special meeting called for such purpose.

SECTION 12. ADOPTION OF RULES AND REGULATIONS. All rules and regulations or amendments thereto, adopted by the Board shall be effective upon their adoption, provided that the members may at any time, after the occurrence of the Transition Event, revoke the rule or regulation at a special meeting of the members called for such purpose, by a vote of seventy-five percent (75%) of all the members of the Committee.

ARTICLE VI

OFFICERS.

SECTION 1. OFFICERS. The officers of the corporation shall be a President, one (1) or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer and a Secretary.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation 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 is convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3. REMOVAL. Any officer elected by the Board may be removed by a majority vote of the Board.

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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 Committee and shall, in general, supervise and control all of the business and affairs of the Committee. He shall preside at all meetings of the members and of the Board. He may sign, with the Secretary or any other proper officer of the Committee authorized by the Board, any amendments to these By-laws or the Declaration, deeds, mortgages, contracts or other instruments which the Board has authorized to be executed; and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

SECTION 6. VICE PRESIDENT. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there shall be more than one (1) 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 powers 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 to him 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 corporation from any source whatsoever, 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 to him by the President or by the Board.

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; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-laws; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

ARTICLE VII.

ARCHITECTURAL REVIEW COMMITTEE.

SECTION 1. POWERS. The review of Improvements set forth in Section 2 of the Declaration shall be vested in the architectural review committee (the "Committee"), which shall have no other powers or duties other than those set forth in such Section 2.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. Until the occurrence of the Transition Event (as defined in the Declaration), the number of members of the Committee shall be three (3). Until the occurrence of the Transition Event, the members of the Committee shall be selected as provided in Section 8 of the Declaration. Commencing with the date of the first annual meeting of the members to occur after a Transition Event, the number of members of the Committee shall be five (5), and shall be elected by the members as provided herein. Each member of the Committee shall hold office, without compensation, until the next annual meeting of members and until a successor shall have been elected and qualified. After the occurrence of a Transition Event, only a member of the Association may be a member of the Committee. In the event that a member is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer, or director of such corporation, partner of such partnership, beneficiary or individual trustee

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of such trusts, or manager of such other legal entity, may be eligible to serve as a member of the Committee. If any such shareholder, partner, beneficiary, trustee, or manager is in turn a corporation, partnership, trust, or other legal entity, then any shareholder, officer, or director of such corporation or 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 Committee.

SECTION 3. ELECTION. At each annual meeting of the members after the occurrence of a Transition Event, the members shall, by a vote of a plurality of the members present at such meeting, elect the entire Committee for the forthcoming year.

SECTION 4. MEETINGS. Meetings of the Board may be called by or at the request of any member of the Committee upon the receipt by the Committee of a request for approval of Improvements. The person calling such meeting may fix any reasonable place and time as the place and time for holding the meeting of the Committee. All members shall have the right to attend all meetings, but shall not have the right to participate therein.

SECTION 5. NOTICE. Notice of any meeting of the Committee shall be given at least two (2) days prior to the date of such meeting by written notice delivered personally or sent by mail to each member of the Committee and to each member. If mailed, such notice shall be deemed to be delivered one (1) day after it is deposited in the United States mail addressed to the member of the Committee or member at the address appearing on the records of the Association with postage thereon prepaid. Any member of the Committee may waive notice of any meeting. The attendance of a member of the Committee at any meeting shall constitute a waiver of notice of such meeting, except where a member of the Committee attends a meeting for the express purpose of objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of a Committee need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

SECTION 6. QUORUM. A majority of the members of the Committee shall constitute a quorum for the transaction of business at any meeting of a Committee, provided that if less than a majority of the members of the Committee are present at said meeting, a majority of the members of the Committee present may adjourn the meeting from time to time without further notice.

SECTION 7. MANNER OF ACTING. The act of a majority of the members of the Committee present at a meeting at which a quorum is present shall be the act of a Committee, unless otherwise provided by law or by these By-laws.

SECTION 8. VACANCIES. Any vacancy occurring in the Committee shall be filled by the majority vote of the Committee. A member of the Committee elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 9. REMOVAL. From and after the date of the first annual meeting of the members to occur after a Transition Event, any member of the Committee may be removed from office by the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of all the members present at a special meeting duly called for such purpose.

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ARTICLE VIII.

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 corporation and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, 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 corporation in such banks, trust companies or other depositories as the Board may select.

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

ARTICLE IX.

BOOKS AND RECORDS.

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote and all mortgagees who have registered with the Association. All books and records of the Committee may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time. Upon ten (10) days' prior notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15.00), any member shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such member, signed by a duly authorized officer of the Association.

ARTICLE X.

FISCAL YEAR.

The fiscal year of the Association shall be fixed by resolution of the Board.

ARTICLE XI.

SEAL

The Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

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ARTICLE XII.

WAIVER OF NOTICE.

Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or By-laws of the Association, or the Declaration, a waiver thereof 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. Attendance at any meeting shall constitute waiver, except where such person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE XIII.

AMENDMENTS TO BY-LAWS.

These By-laws except this ARTICLE XIII and ARTICLE XVI, may be altered, amended or repealed and new By-laws may be adopted by the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of all of the members, at a regular meeting or at any special meeting. This ARTICLE XIII and ARTICLE XVI may be amended only by an instrument in writing setting forth such amendment, signed and acknowledged by the duly authorized officers of the Association, all of the members of the Association and all mortgagees having bona fide liens of record against any Parcel.

ARTICLE XIV.

TERMINATION OF THE ASSOCIATION.

In the event of the abrogation of the Declaration, either pursuant to its terms or otherwise, all of the Common Area and all other property of the Association shall continue to be held by the Association for the benefit of each of the members in the ratio of their respective Shares. The Association shall, however, liquidate or distribute such property within two years from the date of the recording of the instrument of abrogation. After payment of all obligations of the Association and all expenses of liquidation, the cash proceeds of such liquidation, all other cash held by the Association and all property which has not been liquidated shall be distributed to the members in proportion to their respective Shares. Any real property being distributed in liquidation shall be transferred to all of the members as tenants in common, with each member having an undivided interest in such property equal to such member's Share. Upon distribution of all property, the Association shall be dissolved.

ARTICLE XV.

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, member of the Committee, or 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 such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such 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

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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 of proceeding, had reasonable cause to believe that such conduct was unlawful.

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, member of the Committee, 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 such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association.

To the extent that a member of the Board, member of the Committee, or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by 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, member of the Committee, or officer of the Association is proper in the circumstances because such person 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.

ARTICLE XVI.

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 for such words and terms in the Declaration.

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EXHIBIT C

Common Areas

That part of Lot 30 lying southerly of the northerly line of Lot 23 and its eastward and westward extensions, in Cornell Square, being a Subdivision in the Northwest Quarter of Fractional Section 12 and the Northeast Quarter of Section 11 in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT D

Easements

Those easements shown on the plats of subdivision of the Property.

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EXHIBIT E

Parcels

Parcel 1

Lot 24 in Cornell Square, being a Subdivision in the Northwest Quarter of Fractional Section 12 and the Northeast Quarter of Section 11 in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2

Lot 25 in Cornell Square, being a Subdivision in the Northwest Quarter of Fractional Section 12 and the Northeast Quarter of Section 11 in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3

Lot 26 in Cornell Square, being a Subdivision in the Northwest Quarter of Fractional Section 12 and the Northeast Quarter of Section 11 in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT F

Legal Description of Property

Lots 24, 25, 26 and that part of Lot 30 lying southerly of the northerly line of Lot 23 and its eastward and westward extensions, in Cornell Square, being a Subdivision in the Northwest Quarter of Fractional Section 12 and the Northeast Quarter of Section 11 in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT G

Additional Property

Lots 1 through 23, inclusive, and Lot 30 (except that part of Lot 30 lying southerly of the northerly line of Lot 23 and its eastward and westward extensions) in Cornell Square, being a Subdivision in the Northwest Quarter of Fractional Section 12 and the Northeast Quarter of Section 11 in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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