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**AMENDED AND RESTATED**

# DECLARATION OF

# CONDOMINIUM

## OWNERSHIP

FOR

# BRANDENBERRY PARK

# CONDOMINIUM

# ASSOCIATION

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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR BRANDENBERRY PARK CONDOMINIUM ASSOCIATION

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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR BRANDBERRY PARK CONDOMINIUM ASSOCIATION (formerly known as Brandenberry Park East Condominium Association)

This Amended and Restated Declaration is made by the Brandenberry Park Condominium Association ("Association") with the approval of at least two-thirds of the Board of Managers of the Brandenberry Park Condominium Association.

### RECITALS:

The Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Brandenberry Park East Condominium was recorded in Cook County, Illinois on August 20, 1979 as Document No. 25108489 (the "Declaration"), thus creating the Brandenberry Park East Condominium ("Condominium"). On October 2, 1987, the Secretary of State issued Articles of Amendment to the Articles of Incorporation of Brandenberry Park East Condominium Association, showing the name of the Association to be officially changed to Brandenberry Park Condominium Association.

Since August 20, 1979, the Illinois Condominium Property Act has been amended on numerous occasions. Many of these amendments to the Act contradict or modify provisions of the Declaration. This Amended and Restated Declaration is intended to bring the Declaration and By-Laws into conformance with the Act. There are no changes that would materially or adversely affect property rights of the Owners.

This Amended and Restated Declaration was approved on the 21<sup>ST</sup> day of FEBRUARY, 1996 by an instrument in writing signed by at least two-thirds of the members of the Board of Managers.

Accordingly, the Declaration is hereby amended and restated to be and read, in its entirety, as follows:

#### 1. DEFINITIONS.

(a) The following words and terms, whenever used herein, shall have the same meaning as provided for such words and terms in Section 2 of said Condominium Property Act: "Parcel", "Property", "Unit", "Common Elements", "Person", "Unit Owner", "Majority", "Majority of the Unit Owners", "Plat", "Record".

(b) The words "Parking area" whenever used herein mean the area provided for parking automobiles as shown or referred to on the Plat.

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(c) The words "parking space" means a portion of the parking area intended for the parking of a single automobile.

(d) "Building" means the building or buildings located on the parcel and containing the Units.

(e) The word "Occupant" means a person or persons, other than an Owner, in possession of one or more Units.

(f) **Act.** The Condominium Property Act of the State of Illinois, as amended from time to time.

(g) **Association.** The Brandenberry Park Condominium Association, an Illinois not-for-profit corporation, its successors and assigns. Originally known as the Brandenberry Park East Condominium Association, the Articles of Incorporation were amended on October 2, 1987 changing the name to Brandenberry Park Condominium Association.

(h) **Board.** The Board of Managers of the Association, as constituted at any time or from time to time.

(i) **By-Laws.** The By-Laws of the Association which are attached hereto as Exhibit B.

(j) **Common Expenses.** The expenses of administration (including management and professional services), maintenance, operation, repair, and replacement of the Common Elements, the cost of additions, alterations, or improvements to the Common Elements; the cost of insurance required or permitted to be obtained by the Board herein; utility expenses for the Common Elements; any expenses designated as Common Expenses by the Act, this Declaration, or the By-Laws; if not separately metered or charged to the Owners, the cost of waste removal, scavenger services, water, sewer, or other necessary utility services to the Property; and any other expenses lawfully incurred by or on behalf of the Association for the common benefit of all of the Owners.

(k) **Declaration.** This instrument with all Exhibits hereto, as amended from time to time.

(l) **Exclusive Limited Common Elements.** Those portions of the Common Elements which are assigned and appurtenant to each Unit and further defined herein.

(m) **First Mortgage.** A bona fide first mortgage, first trust deed or equivalent security interest covering a Unit Ownership.

(n) **First Mortgagee.** The holder of a First Mortgage.

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(o) **Limited Common Elements.** A portion or portions of the Common Elements which are designated by this Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Units. Without limiting the foregoing, the Limited Common Elements assigned and appurtenant to each Dwelling Unit shall include the following ("Exclusive Limited Common Elements"): (1) perimeter windows and the interior surfaces of doors which serve the Dwelling Unit, (2) the interior surface of perimeter walls, ceilings and floors which define the boundary planes of the Dwelling Unit, and (3) any system or component part thereof which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling Unit. Any patio or balcony adjoining or serving a Dwelling Unit shall be a Limited Common Element appurtenant to such Dwelling Unit.

(p) **Owner.** A Record Owner, whether one or more Persons, of fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(q) **Resident.** An individual who resides in a Dwelling Unit and who is either an Owner, a tenant of the Owner, a contract purchaser of the Dwelling Unit, or a relative of any such Owner, tenant or contract purchaser.

(r) **Undivided Interest.** The percentage of Ownership interest in the Common Elements appurtenant to a Unit as allocated in the original Declaration of Condominium Ownership, amended from time to time thereafter.

(s) **Unit Ownership.** A part of the Condominium Property consisting of one (1) Unit and its Undivided Interest.

(t) **Voting Member.** An individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth herein.

2. **LEGAL DESCRIPTION OF PARCEL (originally Article II of the original Declaration, entitled "Units").** The parcel hereby submitted to the provisions of the Condominium Property Act is legally described as follows.

(a) All Units in the Building located on the Parcel are delineated on the surveys attached as Exhibit "A" of the original Declaration and made a part of the Declaration, and are legally described as follows:

Units 1-1A to 1-1L, both inclusive  
Units 2-1A to 2-1L, both inclusive  
Units 3-1A to 3-1L, both inclusive  
Units 4-1A to 4-1L, both inclusive  
Units 4-3A to 4-3L, both inclusive

Units 1-2A to 1-2L, both inclusive  
Units 2-2A to 2-2L, both inclusive  
Units 3-2A to 3-2L, both inclusive  
Units 4-2A to 4-2L, both inclusive  
Units 4-4A to 4-4L, both inclusive

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Units 5-1A to 5-1L, both inclusive  
Units 5-3A to 5-3L, both inclusive  
Units 6-1A to 6-1L, both inclusive  
Units 7-1A to 7-1L, both inclusive  
Units 7-3A to 7-3L, both inclusive  
Units 8-1A to 8-1L, both inclusive  
Units 9-1A to 9-1L, both inclusive  
Units 10-1A to 10-1L, both inclusive  
Units 11-1A to 11-1L, both inclusive  
Units 11-3A to 11-3L, both inclusive  
Units 12-1A to 12-1L, both inclusive  
Units 12-3A to 12-3L, both inclusive  
Units 13-1A to 13-1F, both inclusive  
Units 14-1A to 14-1R, both inclusive  
Units 15-1A to 15-1R, both inclusive

Units 5-2A to 5-2L, both inclusive  
Units 5-4A to 5-4L, both inclusive  
Units 6-2A to 6-2L, both inclusive  
Units 7-2A to 7-2L, both inclusive  
Units 7-4A to 7-4L, both inclusive  
Units 8-2A to 8-2L, both inclusive  
Units 9-2A to 9-2L, both inclusive  
Units 10-2A to 10-2L, both inclusive  
Units 11-2A to 11-2L, both inclusive  
Units 11-4A to 11-4L, both inclusive  
Units 12-2A to 12-2L, both inclusive  
Units 12-4A to 12-4L, both inclusive  
Units 13-2A to 13-2F, both inclusive  
Units 14-2A to 14-2R, both inclusive  
Units 15-2A to 15-2R, both inclusive

as delineated on survey of Lot 1 in Unit 1, Lot 2 in Unit 2, Lot 3 in Unit 3 and Lot 4 in Unit 4 of Brandenberry Park East by Zale, being a subdivision in the Southeast quarter of Section 21, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit A to Declaration of Condominium Ownership made by American National Bank and Trust Company as Trustee under Trust No. 46142, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 25-108-489.

(b) It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit "A". The legal description of each Unit shall consist of the identifying number or symbol of each Unit as shown on Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit "A", and every such description shall be deemed good and sufficient for all purposes. An Owner or Owners may, at their own expense, subdivide or combine Units and locate or relocate Common Elements affected or required thereby, in accordance with the requirements of the Condominium Property Act.

(c) **Certain Structures Not Constituting Part of a Unit.** No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through a Unit and serving more than that Unit except as a tenant in common with all other Owners.

### 3. **OWNERSHIP AND USE OF THE COMMON ELEMENTS.**

(a) **Description of Common Elements.** Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, landscaping, stairways, entrances and exits, hallways, lobbies, corridors, elevators, storage areas, laundry rooms, roofs, outdoor

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parking area, swimming pool, bathhouse, tennis courts, boiler rooms, bike rooms, trash rooms, structural parts of the Building, basements, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

(b) **Storage Areas and Parking Areas.** The storage areas of the Owners' personal property in the Building outside of the Units and the parking areas, shall be part of the Common Elements, and the exclusive use and possession of the storage areas and parking areas shall be allocated among the Owners in such manner and subject to such rules and regulations as the Board may prescribe. Each Owner shall be responsible for such Owner's personal property in the storage areas, and for such Owner's personal property in the parking areas. The Board and the Association shall not be considered the bailee of such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board and/or the Association.

(c) **Limited Common Elements.** Windows, sliding glass doors, balconies and patios designed for the exclusive use of one or more Units having direct access to such areas shall be Limited Common Elements, the exclusive right to possession and use of which shall be limited to the Occupants of such Units.

(d) **Ownership of Common Elements and Limited Common Elements.** Each Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of each Unit for housing purposes, and such other purposes permitted by this Declaration, which right shall be appurtenant to and run with each Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners except as otherwise provided by the Condominium Property Act. The original Declarant determined each Unit's corresponding percentage of ownership in the Common Elements and Limited Commons Elements as set forth in Exhibit "B" to the original Declaration. Subject to the provisions of the Declaration, the Board may lease or grant licenses or concessions with respect to parts of the Common Elements, including, but not by way of limitation, the laundry areas. All income derived from leases, licenses or concessions shall be held and used for the benefit of the Unit Owners and shall be deposited in the maintenance fund.

## 4. **ENCROACHMENTS AND EASEMENTS.**

(a) In the event that by reason of the construction, reconstruction, settlement, or shifting of the building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid

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easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all of any part of the building containing such Unit or Common Elements so encroaching shall remain standing, provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements, as they exist on the date of the recording of the original Declaration thereof.

(c) The property is subject to easements set forth in Plat recorded as Document No. 25108489.

(d) A valid easement is hereby declared and established for the benefit of all the Units located in a building, and the Owners thereof (to the exclusion of Owners of Units in other buildings) consisting of the exclusive right to use and occupy the following portions of the Common Elements located within such building: the laundry rooms, elevators, bicycle and all other storage areas, hallways, lobbies, trashrooms, the office and the meeting room; provided, however, that the use and occupancy of such portions of the Common Elements shall comply with all rules and regulations of the Board.

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

(f) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easement, and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were created fully and set forth in their entirety in such documents.

## 5. SALE, LEASING OR OTHER ALIENATION.

(a) Upon the written request of any prospective transferor, purchaser, tenant or mortgagee of a Unit, the Board, by its Secretary, shall issue a written and acknowledged certificate evidencing that:

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(1) with respect to a proposed sale or lease hereunder, the provisions of this Section have been complied with or duly waived by the Board and that the rights of first refusal of the Board have been terminated, if such is the fact;

(2) any conveyance, deed or lease is, by the terms hereof, not subject to the provisions of this Section, 7, if such is the fact;

and such a certificate shall be conclusive evidence of the facts contained therein.

(b) In the event of any resale of a condominium Unit by a Unit Owner, such Unit Owner may obtain from the Board of Managers for purposes of making available for inspection to prospective purchasers, upon demand, the following:

(1) A copy of the Declaration, By-Laws, other condominium instruments and any rules and regulations.

(2) A statement of any liens, including a statement of the account of the Unit setting forth the amount of unpaid assessments and other charges due and owing.

(3) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.

(4) A statement of the status and amounts of any reserve for replacement fund and any portion of such fund earmarked for any specific project by the Board of Managers.

(5) A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.

(6) A statement of the status of any pending suits or judgments in which the Association is a party.

(7) A statement setting forth what insurance coverage is provided for all Unit Owners by the Association.

(8) A statement setting forth whether or not any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by the prior Unit Owners, are in good faith believed to be in compliance with the condominium instruments.

(9) The President of the Association or such other officer as is designated by the Board shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

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(10) The Board of Managers shall establish a reasonable fee covering the direct out-of-pocket cost of providing such information and copying.

(c) This Declaration of Condominium Ownership, By-Laws and Rules and Regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed incorporated in any lease executed or removed on or after the recording date of this Declaration.

## 6. ADMINISTRATION.

(a) The administration of the Property shall be vested in a Board of Managers consisting of the number of persons, and who shall be elected in the manner, provided in the By-Laws.

(b) The meetings of Unit Owners shall be held at such time and place as provided for in the By-Laws.

(c) The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the By-Laws and this Declaration, provided, however, that (1) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the Articles of Incorporation and the By-Laws on the other hand, and (2) 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.

(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 such funds (except for such special assessments as may be levied against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of each of the Unit Owners in the same percentage as his Ownership, from time to time, in the Common Elements.

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

(f) The Board shall have the power:

(1) To engage the services of a manager or managing agent, or such other administrative personnel, who may be any person, firm or corporation, upon such terms and compensation as the Board deems fit, and to remove such employee(s) or agent at any time.

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(2) To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Board at such compensation deemed reasonable by the Board, in the operation, repair, maintenance and management of the property, or in connection with any duty, responsibility or right of the Board and to remove, at any time, any such personnel.

(3) To establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by the Board.

(4) Upon authorization by a two-thirds (2/3) vote of the members of the Board of Managers or by the affirmative vote of the Unit Owners having more than one-half (1/2) of the total votes, at a meeting duly called for such purpose, the Board, acting on behalf of all Owners, shall have the power to seek relief from or in connection with the assessment or levy of real property taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed against or levied upon the Unit Owners. In addition, the Board may act on behalf of all Unit Owners in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and not adverse to each other. The cost of such services shall be a common expense.

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

(6) The Board shall have the authority to impose charges for late payments of a Unit Owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, may levy reasonable fines for violations of the Declaration, By-Laws and rules and regulations of the Association.

(7) The Board shall have the right to borrow money and assign its rights to future income or common expenses.

(8) The Board shall have the right to record the granting of easements for the laying of cable television cable where authorized by Unit Owners holding a majority of more than fifty percent (50%) of the total votes at a meeting of Unit Owners duly called for such purpose. The granting of such easement shall be in accordance with the terms and conditions of any local ordinance providing for cable television in the municipality.

(9) The Board of Managers shall require that all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association shall furnish a fiduciary bond which covers the maximum amount

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of funds that will be in the custody of the Association plus the Association reserve fund, the premium cost of which shall be paid by the Association.

(10) The Board of Managers shall have such additional authority as is authorized by the Condominium Property Act, the Declaration or By-Laws.

(g) The Board shall acquire and make arrangements for, and pay for out of the maintenance fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(1) Water, waste removal, heating, electricity and telephone and other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the Owners thereof. Where a building is metered, the Board may charge a surcharge or pass on any additional administrative fees incurred to the unit owners in that building.

(2) Such insurance as the Board is required or permitted to obtain as hereinafter provided.

(3) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces, windows and doors of the Unit, which the respective Unit Owner shall paint, clean, decorate, maintain and repair further to the provisions herein) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(4) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Board deems necessary or proper for the maintenance and operation of the property as a first class Residential project or for the enforcement of any restrictions or provisions contained herein.

(5) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses.

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(6) Maintenance and repair of any Unit or any other portion of the property which one or more Unit Owners are obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the property, and the Owner or Owners of said Unit or Units have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner or Owners, provided that the Board shall levy a special assessment against such Unit or Units for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner or Owners in the property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses.

(h) Each year on or before November 15th, the Board shall estimate the annual budget of common expenses (the "annual budget") including the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. Each Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for capital expenditures for repairs or payment of real estate taxes. Each Owner shall also receive notice, in the same manner as provided in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. Immediately after adoption, the Board shall distribute to each Owner a detailed annual budget, setting forth all anticipated expenses by category as well as all anticipated assessments and other income. The budget shall set forth each Owner's common expense assessment. The annual budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of Ownership in the Common Elements; provided, however, that if any costs or expenses incurred by the Board are billed on the basis of a fixed charge per Unit, or per occupied Unit, then such charge may be assessed by the Board to the Units involved on the basis of such fixed charge without reference to percentages of Ownership in the Common Elements.

Any fixed charge assessed against a Unit by virtue of the preceding two sentences shall be considered a common expense, and shall become a lien and may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Board, or as it may direct, 1/12th of the assessment made pursuant to this paragraph. The Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred or paid, together with an indication of what portions were for capital expenditures or payments of real estate taxes and with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over

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or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of Ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate until exhausted. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year, may be charged first against such reserve. If said annual budget proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of Ownership in the Common Elements. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Managers, upon written petition of Unit Owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it shall be deemed ratified whether or not a quorum is present. In determining whether assessments exceeds one hundred fifteen percent (115%) of similar assessments in prior years, for purposes of this subparagraph, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and any anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

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

(i) Records of the Association - Availability for Examination: The manager or Board of Managers shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees or their duly authorized agents or attorneys:

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(1) Copies of the recorded Declaration and By-Laws and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board of Managers shall be available.

(2) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contract, leases, or other agreement entered into by the Association shall be maintained.

(3) The minutes of all meetings of the Association and the Board of Managers shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years.

(4) Ballots for all elections to the Board of Managers and for any other matter voted on by the Unit Owners shall be maintained for a period of not less than one (1) year.

(5) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act shall be maintained.

(6) A reasonable fee may be charged by the Association or its Board of Managers for the cost of copying.

(j) All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment of the foregoing which is received after the fifteenth (15th) day of the month shall be considered late. The Board may establish service charges, fines or other charges for late payments or non-payment of the foregoing obligations of a Unit Owner, including interest on any unpaid balance. Any such service charge, fine or other charge shall be added to and be deemed a part of the Unit Owner's share of the common expense. The Board shall have the authority to credit back any late charges which may have been added to a Unit Owner's account under appropriate circumstances. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection, for possession or to foreclose the lien and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees. In addition, the Board may also take possession of such defaulting Unit Owner's interest in the property and maintain an action for possession of the Unit in the manner provided by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Unit.

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(k) Upon ten (10) days notice to the Board, and the payment of a reasonable fee fixed by the Board, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

(l) Any first mortgage or first trust deed made, owned or held by a bank, savings and loan association, insurance company or real estate investment trust and recorded prior to the recording or mailing of a notice by the Board of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment or any special assessment when due shall be superior to the lien of such unpaid common expenses set forth in said notice and to all assessments for common expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed, provided, however, that after written notice to the holder of any such mortgage or trust deed, such mortgage or trust deed shall be subject to the lien of unpaid common expenses which are due and payable subsequent to the date when such holder takes possession of the Unit, accepts a conveyance of such Unit, or has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed.

(m) The Board may, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of this Declaration, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and conforms to the procedural requirements for the calling of a regular or special meeting of the Association. No quorum is required at this meeting of Unit Owners. However, no rules or regulations may impair any rights guaranteed under the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. Subsequent to Board action adopting or amending the rules and regulations, the Board shall give written notice of such rules and regulations to all Owners and occupants, and the entire property shall at all times be maintained subject to such rules and regulations. Any violation of such rules or regulations shall be deemed a violation of the terms of this Declaration.

(n) Subject to the provisions of paragraph 5(d) hereof, the Board may number and assign to any Unit Owner the exclusive privilege to use for storage purposes any portion of the building designated for such purposes. All property stored in any storage area shall be at the sole risk of the respective Unit Owner who has the privilege to use the same and neither the Board nor any other Unit Owner shall be considered a bailee or otherwise be responsible therefore.

(o) Whenever any notice is required to be given under the provisions of this Declaration or by-laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice.

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7. **BOARD'S RIGHT OF ENTRY.** The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Unit, including any of the appurtenant Limited Common Elements, when necessary in exercise of its authority herein, or in connection with any maintenance, repair and replacement for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

8. **SALE OF ASSOCIATION OWNED UNIT.** In the event the Board is desirous of selling an Association owned Unit, the Board shall obtain the approval of 2/3rds of the members present in person or by proxy at a special meeting called for that purpose. Thereafter, the Board may sell said Unit and the percentages of ownership shall be recalculated to assimilate the added Unit, which is currently classified as part of the Common Elements.

9. **REAL ESTATE TAXES.** Real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each Owner for his Unit Ownership, as provided in the Act. Upon the affirmative vote of Voting Members representing a majority of the votes in the Association or the affirmative vote of two-thirds of the members of the Board, the Board, on behalf of all the Owners, shall have the authority to seek relief for the Owners from any such taxes, special assessments or charges, and any expenses incurred in connection therewith shall be Common Expenses.

10. **USE, OCCUPANCY AND MAINTENANCE OF UNITS AND COMMON ELEMENTS.** The Units and Common Elements shall be occupied and used as follows:

(a) **Use and Occupancy.** No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall reasonably be determined by the Board.

(b) **Maintenance, Repair and Replacement of Common Elements.** Except as otherwise specifically provided in this Declaration, decorating, maintenance, repair and replacement of the Common Elements shall be furnished by the Board as part of the Common Expenses.

Except as hereinafter provided, with respect to a particular category or class of Limited Common Elements (other than the Exclusive Limited Common Elements appurtenant to a Unit), instead of furnishing the maintenance, repair or replacement of such category or class of Limited Common Elements as a Common Expense, the Board

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may, in its discretion, (1) require each Owner to furnish such services to the Limited Common Elements which are appurtenant to his Unit at his own expense, or (2) furnish such services to the Limited Common Elements but assess the cost thereof directly to the Owners of Units benefited thereby on the basis of Undivided Interests or in equal shares, whichever the Board believes, in its sole discretion, to be appropriate.

(c) **Maintenance, Repair and Replacement of Units and Exclusive Limited Common Elements.** Each Owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacements within his Dwelling Unit and the Exclusive Limited Common Elements appurtenant thereto and shall keep them in good condition and repair. The Board may, in its discretion, cause maintenance services to be performed within a Dwelling Unit or to the Exclusive Limited Common Elements appurtenant thereto upon the request of an Owner and may charge a reasonable fee for such services (including but not limited to fan coils).

Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Dwelling Unit or the Exclusive Limited Common Elements appurtenant thereto is necessary to protect the Common Elements or any other portion of the Condominium Property (1) if such work is made necessary through the fault of the Owner, then the Board may direct the Owner thereof to perform such maintenance, repair, or replacement and pay the cost thereof, or (2) if such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and the cost thereof shall be a Common Expense, in which case the Association shall be subrogated to the rights of the Owner of the Dwelling Unit to seek reimbursement from the party which created the situation which caused the work to be required. However, the Board is not obligated to make such determination. If an Owner fails or refuses to perform any such maintenance, repair, or replacement within a reasonable time after being so directed by the Board pursuant to the preceding sentence, then the Board may cause such maintenance, repair, or replacement to be performed at the expense of such Owner. The determination of whether or not the work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

(d) **Additions, Alterations or Improvements.** The Board shall have the discretion to authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Owners benefited thereby) any additions, alterations, or improvements to the building. Subject to the provisions herein, the cost of any such work may be paid for as a Common Expense.

Without the prior written consent of the Board an Owner shall not (1) make any additions, alterations or improvements to any part of the Common Elements located outside of the Dwelling Unit or (2) make any additions, alterations or improvements to his Dwelling Unit or to the Exclusive Limited Common Elements appurtenant thereto where such work alters any structural portions of the Building, increases the cost of insurance required to be carried by the Board hereunder or is visible outside of the Dwelling Unit. The Board may (but shall not be required to) condition its consent to the making of an

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addition, alteration or improvement by an Owner (A) upon the Owner's agreement that any addition, alteration or improvement will be substantially similar in quality of construction and design to any similar addition, alteration or improvement previously made with Board approval and (B) upon Owner's agreement either (C) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (D) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

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

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

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

Owners who own Dwelling Units which are adjacent to each other (either vertically or horizontally) may, with the prior written consent of the Board (which consent shall not be unreasonably withheld), alter a portion of the Common Elements between the adjacent Dwelling Units to afford access between the Dwelling Units. In such case, the Owners of the adjacent Dwelling Units shall be jointly and severally liable and responsible for the maintenance, repair, or replacement of those portions of the Common Elements which have been so altered. The Owners of adjacent Dwelling Units may restore the altered portions of the Common Elements, as nearly as practicable, to the state such portions were in prior to the alteration at any time at their own expense and thereupon the maintenance, repair and replacement of such portions of the Common Elements shall once again be the responsibility of the Board.

(e) **Damage Caused By Owner.** If, due to the act of or the neglect of a Resident, a household pet, guest or other occupant or invitee of such Resident, damage shall be caused to a part of the Condominium Property and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Owner of the Dwelling Unit in which such Resident resides shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance, if any, carried by the Association, including, without limitation, the deductible amount under any applicable insurance policy.

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(f) **Use Restrictions.** Except as provided herein, each Dwelling Unit shall be used only as a residence. No industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Condominium Property. However, no Resident shall be precluded with respect to his Dwelling Unit, from (1) maintaining a personal professional library, (2) keeping his personal business records or accounts therein, (3) handling his personal business or professional calls or correspondence therefrom, or (4) maintaining what is customarily considered a house occupation. The intent of this restriction is to limit traffic, noise, refuse, advertising and other incidentals of operating a business which disturbs the quiet enjoyment of the Residents and detracts from the appearance of the building or lowers property values. In all instances, the decision of the Board as to whether a business is prohibited, shall be final.

(g) **Use Affecting Insurance.** Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Condominium Property or contents thereof, applicable for Residential use, without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium Property, or contents thereof, or which would be in violation of any law.

(h) **Signs.** Except as provided herein, no "For Sale", "For Rent" or any other sign of any kind or other form of solicitation or advertising or window display shall be maintained or permitted on the Condominium Property without the prior written approval of the Board.

(i) **Animals.** No animals shall be raised, bred or kept in any Unit, except cats, dogs or other household pets of a Unit Owner. No animals may be kept or raised on the Property for commercial purposes. The Board may from time to time adopt rules and regulations governing the conduct of pets kept in the Units. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Unit upon three (3) days' written notice from the Board to the Owner of the Unit containing such pet, and the decision of the Board shall be final. The Board of Managers retains the right to bar exotic or dangerous animals from the premises, including but not limited to, poisonous snakes, potbellied pigs and other species not conducive to apartment living.

(j) **Antennae.** No mast, satellite dish, antennae or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained in or upon any part of the Condominium Property without the prior written approval of the Board. The Association may contract for cable or satellite TV as provided for herein.

(k) **Other Structures.** No structure of a temporary character, including, without limitation, a trailer, recreational vehicle, mobile home, tent, solarium, greenhouse, shack or other out-building shall be used, stored or maintained anywhere in or on the

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Condominium Property either temporarily or permanently, except as expressly approved, in writing, by the Board.

(l) **Structural Impairment.** Nothing shall be done in, on or to any part of the Condominium Property which would impair the structural integrity of the Building or any other structure located on the Condominium Property.

(m) **Planting.** No plants or seeds, or other things or conditions, harboring or breeding infectious plant disease or noxious insects shall be introduced or maintained in or upon any part of the Condominium Property without the prior written approval of the Board.

(n) **Prescribed Activities.** No noxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done in the Condominium Property, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Residents. Owner shall not place or cause or permit to be placed in the vestibules, stairways and other Common Elements of a similar nature, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them. There shall be no uncovered barbecuing on the balconies.

(o) **No Unsightly Uses.** No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any part of the Common Elements except as permitted by rules and regulations of the Board. The Condominium Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board. Except in the case of emergencies, no repairs to vehicles shall be performed on the Condominium Property.

(p) **Handicapped Access.** Until determined by federal or state legislation, administrative agency or court of law, the Common Elements shall not be subject to the public facility regulations of the Americans With Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Unit Owner or Resident may make reasonable modification to his Unit or its limited Common Elements, subject to the following:

(1) All requests for modification to a Unit, Common Elements or Limited Common Elements must be in writing.

(2) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.

(3) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.

(4) All work must be approved by the Board prior to commencing construction.

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(5) The Board may require the Owner or Resident to return the modification(s) to its original condition at Owner's expense upon sale or transfer of Unit Ownership.

**11. SEPARATE MORTGAGES.** Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit Ownership. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Condominium Property or any part thereof, except only to the extent of his Unit Ownership.

## **12. THE ASSOCIATION.**

(a) **The Association.** The Association is an Illinois not-for-profit corporation. The Association shall be the governing body for all of the Owners and for the administration and operation of the Building as provided in the Act, this Declaration and the By-Laws. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Owners and their respective successors and assigns.

### **(b) Membership.**

(1) There shall be only one class of membership in the Association. The Owner of each Unit shall be a member of the Association. There shall be one membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from Ownership of a Unit. Ownership of a Unit shall be the sole qualification for membership. The Association shall be given written notice of the change of Ownership of a Unit within ten (10) days after such change.

(2) One individual shall be designated as the "Voting Member" for each Unit Ownership. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners and/or run for the Board of Managers.

(3) Only a member in good standing shall be permitted to vote and/or serve on the Board of Managers. A member in good standing is a Unit Owner that is current in the payment of all regular and special assessments, fines, late charges, costs and fees.

(c) **The Board.** The Board shall consist of the number of individuals provided for in the By-Laws, each of whom shall be an Owner or a Voting Member. The Board shall be elected as provided in the By-Laws.

(d) **Voting Rights.** Whenever a vote of the Owners of the Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by the Voting Members or their proxies; provided that a Resident who is a contract purchaser of

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a Unit shall have the right to vote for directors of the Association unless such contract seller expressly retains such right in writing. Except as otherwise specifically required under the Act, this Declaration or the By-Laws, each Voting Member shall have a vote for each Unit which he represents which is equal to the Undivided Interest assigned to the Unit.

(e) **Management.** The term of any management agreement covering the management of the Condominium Property shall not exceed two years and shall be terminable by the Association without cause or payment of a termination fee on ninety (90) days or less written notice.

(f) **Director and Officer Liability.** Neither the directors nor officers of the Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and the officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which a director or officer may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnity shall not be operative with respect to (1) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer, or (2) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer.

## 13. INSURANCE/CONDEMNATION/RESTORATION.

(a) **Fire Insurance.** The Board shall have the authority to and shall obtain insurance for the Condominium Property against loss or damage by fire and such other hazards as may be required under the Act, as the Board may deem desirable, or as reasonably required by First Mortgages, for the full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Owners in accordance with their Undivided Interests. All such policies of insurance (1) shall contain standard mortgage clause endorsements in

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favor of the First Mortgagees as their respective interests may appear, (2) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable if the Owners elect to sell the Condominium Property or remove the Condominium Property from the provisions of the Act, (4) to the extent possible, shall provide that such policy shall not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Unit Ownership, and (5) shall contain waivers of subrogation with respect to the Association and its directors, officers, employees and agents (including the managing agent), Owners, occupants of the Unit, and First Mortgagees, and shall name all such parties as additional insured parties as their interests may appear.

(b) **Insurance Trustee/Use of Proceeds**. The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Unit so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act and this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Units or Common Elements. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

(c) **Other Insurance**. The Board shall also have the authority to and shall obtain the following insurance:

(1) Comprehensive public liability and property damage insurance against claims for bodily injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Condominium Property or upon, in or about the streets, private drives and passageways and other areas adjoining the Condominium Property, in such amounts as the Board shall deem desirable (but not

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less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence).

(2) Such worker's compensation insurance as may be necessary to comply with applicable laws.

(3) Employer's liability insurance in such amount as the Board shall deem desirable.

(4) Fidelity policy indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Owners in such amount as the Board shall deem desirable and as required by the Act.

(5) Directors and officers liability insurance.

(6) Such other insurance in such amounts as may be required under the Act or under applicable requirements of the Federal National Mortgage Association, from time to time, or as the Board shall deem desirable from time to time.

Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expenses.

(d) **Owner's Responsibility.** Each Owner shall obtain his own insurance on the contents of his own Dwelling Unit, fixtures, furnishings and personal property therein, and his personal property stored elsewhere on the Condominium Property, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Each Owner shall promptly report, in writing to the Board, any betterments or improvements to his Dwelling Unit without prior request from the Board. Unless otherwise specifically agreed to by the Board, the Owner shall be responsible for insuring any such betterments and improvements to his Dwelling Unit. The Board shall not be responsible for obtaining insurance on such betterments or improvements and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Dwelling Unit to a condition better than the condition existing prior to the making of such betterments or improvements. Any fixtures, furnishings and personal property belong to an Owner which is damaged, regardless of cause, shall be the Owner's responsibility.

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(e) **Waiver of Subrogation.** Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the manager and the managing agent if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, 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) **Repair or Reconstruction.**

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

(2) In the case of damage by fire or other disaster to a portion of the Condominium Property where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement as provided under the Act or the Damaged 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:

(A) A meeting of the 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.

(B) At the meeting, the Board shall present a plan for the repair or reconstruction of the Damaged 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.

(C) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Board under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

(D) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for above, then the Board may, at its discretion, call another meeting or meetings of the Owners to

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reconsider the question of whether or not the Damaged Improvement shall be repaired or reconstructed. If the Voting Members do not vote to repair or reconstruct the Damaged Improvement within one hundred eighty (180) days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion (but subject to the provisions herein) Record a notice as permitted under the Act.

(3) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Condominium Property as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

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

(g) **Condemnation**

(1) In the case of a taking or condemnation by competent authority of any part of the condominium Property, the Association shall, if necessary, restore the improvements in the remaining portion of the Condominium Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. 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 (A) applied to pay the Common Expenses or (B) distributed to the remaining Owners and their respective First Mortgagees, as their interests may appear, based on their current Undivided Interests. Each Owner appoints the Association as attorney-in-fact for the purpose of representing him in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any part thereof.

(2) In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the Undivided Interests of the remaining Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Association shall execute and Record an instrument on behalf of the Association as required by the Act 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 Undivided Interests as a result

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of an occurrence covered by this Section. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the Undivided Interest, if any, allocated to the Unit in the amendment.

## 14. ASSESSMENTS

(a) Creation of Lien and Personal Obligation. Each Owner of a Unit agrees to pay to the Association such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration. Such assessments, or other charges or payments, together with interest and costs of collection, if any, shall be a charge on the Unit Ownership and shall be a continuing lien upon the Unit Ownership against which each such assessment is made. Each such assessment, or other charge or payment, together with such interests and costs, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the assessment or other charge or payment is due.

(b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Association, to administer the affairs of the Association, and to pay the Common Expenses.

(c) Assessments. Each year, at least thirty (30) days before final adoption thereof, the Board shall furnish each Owner with a proposed budget for the ensuing fiscal year which shall show the following, with reasonable explanations and itemizations:

- (1) The estimated Common Expenses;
- (2) The estimated amount, if any, to maintain adequate reserves;
- (3) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions of Common Elements;
- (4) The amount of the "Annual Assessment", which is hereby defined as the amount determined in (1) above, plus the amount determined in (2) above, minus the amount determined in (3) above, minus excess funds, if any, from the current year's operation;
- (5) That portion of the Annual Assessment which shall be payable by the Owner with respect to his Unit each month until the next Annual Assessment or revised Annual Assessment becomes effective, which monthly portion shall be equal to one twelfth (1/12th) of the Annual Assessment multiplied by the Unit's Undivided Interest.

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(d) **Payment of Assessments**. On or before the first day of the fiscal year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner of a Unit shall pay to the Association, or as it may direct, those portions of the Annual Assessment, which is payable by such Owner with respect to each Unit owned by the Owner. The Board reserves the right to establish a late fee policy for all assessments not paid by the date due. All attorneys fees and costs of collection shall be assessed to the delinquent account at the time they are incurred.

(e) **Nonpayment of Assessments**. If an Owner is in default in the monthly payment of any charges or assessments for thirty (30) days, the Board may bring suit for an on behalf of themselves and as representatives of all Owners, to enforce collection or to foreclose the lien as hereinafter provided; and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorneys' fees. To the extent permitted by any decision, statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable, and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Illinois Condominium Property Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association or other lender shall be subject as to priority after written notice to said encumbrances of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date the encumbrances either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid when due, such rights and remedies shall include: (A) the right to enforce the collection of such defaulting Owner's share of such expenses, together with interest, at the maximum rate permitted by law and all fees and costs, including reasonable attorneys' fees incurred in the collection thereof; (B) the right, by giving such defaulting Owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installment of such expenses accruing with respect to the balance of the assessment year; (C) the right to take possession of such defaulting Owner's interest in the Property, to maintain for the benefit of all the other owners an action for possession in the manner prescribed by an "Act in regard to forcible entry and detainer," and to execute leases of such defaulting Owner's interest in the Property and apply the rents derived therefrom against such expenses; and (D) the right to impose a Late Charge for late payment of assessments in an amount to be fixed by a rule adopted by the Board, which late charge shall be considered for all purposes as an additional assessment.

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(f) **Revised Assessment.** If the Annual Assessment proves to exceed funds reasonably needed, then the Board may decrease the assessments payable under Section 6.03 as of the first day of a month by the giving of written notice thereof (together with a revised budget for the balance of the year and reasons for the decrease) not less than ten (10) days prior to the effective date of the decreased assessment.

(g) **Special Assessment.** The Board may levy a special assessment (1) to pay (or to build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Association for a specific purpose including, without limitation, to make additions, alterations or improvements to the Common Elements, (2) to establish or replenish the reserve account, (3) to cover an unanticipated deficit under the current or prior year's budget or (4) to cover the cost of an emergency. Any special assessment, which will require the aggregate payment with respect to a Unit which results in a sum of all regular separate assessments payable in the current fiscal year exceeding the sum of all regular and special assessments payable during the preceding fiscal year, the Board, upon written petition of the Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the special assessment; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the special assessment, it is ratified. Special assessments related to emergencies or mandated by law may be adopted by the Board without Unit Owner approval. Each Owner shall be responsible for the payment of the amount of the special assessment multiplied by his Unit's Undivided Interest. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the amount and reasons therefor. The special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. A multi-year special assessment shall be deemed considered and authorized in the first year in which it is approved. The Board may adopt a special assessment payable over more than one (1) year.

(h) **Emergencies.** The Board may levy a special assessment for expenditures related to emergencies or mandated by law, without being subject to Unit Owner approval. An emergency is defined as an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(i) **Annual Financial Statement.** Within a reasonable time after the close of the Association's fiscal year, the Board shall furnish each Owner with an itemized account of the Common Expenses actually incurred or paid for the previous fiscal year, together with an indication of which portions of the expenses for such fiscal year were incurred or paid for capital expenditures or repairs or the payments of real estate taxes, if any, and with a tabulation of the amounts collected for the Annual Assessment and showing the net excess or deficit of income over expenditures, plus reserves.

(j) **Reserves.** The Association shall segregate and maintain reserve accounts to be used for making capital expenditures in connection with the Common Elements, including a reserve fund for replacements (the "Capital Reserve"). The Board shall

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determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by special assessment or out of the Annual Assessment, as provided in the budget. Each budget shall disclose that percentage of the Annual Assessment which shall be added to the Capital Reserve and shall also disclose (1) which portion thereof is for capital expenditures with respect to the Common Elements and (2) which portion thereof is for capital expenditures with respect to property owned or to be owned by the Association.

(k) **Association's Lien Subordinated to Mortgages.** The lien on each Unit Ownership for assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership Recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure of a First Mortgage, such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments which became due prior to the first day of the month following the Sheriff's Sale in the event of foreclosure, or the first day of the month following the conveyance of a deed in lieu of foreclosure. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership as provided herein. If for any reason the Owner of a Unit is permitted to remain in possession of his Unit during the pendency of a foreclosure action with respect to the Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

(l) **Statement of Account.** Upon seven (7) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the Owner as of the date of the statement. The statement shall be executed by a duly authorized officer or agent of the Association and shall be binding on the Association.

## 15. REMEDIES FOR BREACH OR VIOLATION.

(a) **Self-Help By Board.** Subject to the provisions of Section 7.05, in the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, 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

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(10) days prior written notice, shall have the right to enter upon that part of the Condominium Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach, provided, however, that where the violation or breach involves an improvement located within the boundaries of a Dwelling Unit, judicial proceedings shall be instituted before any items of construction can be altered or demolished. 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 Owner.

(b) **Involuntary Sale.** Subject to the provisions of Section 7.05, if any Owner (either by his own conduct or by the conduct of any Resident) 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 violations shall not be cured within thirty (30) days after notice in writing from the Board, or shall recur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit, and thereupon an action may be filed by the Board against said defaulting Owner for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Condominium 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 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 Owner.

Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit 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 Unit so purchased subject to this Declaration.

(c) **Fines.** Upon sending notice and offering an opportunity to be heard, the Board, or its duly authorized committee, may levy a single or continuing fine for any violation of the Declaration, By-Laws or rules and regulations adopted by the Board.

**16. AMENDMENTS.** Except as hereinafter provided, the provisions of Sections 2, 4 and this Section 16 may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the unit owners and all mortgagees having bona fide liens of records against any Unit. Except as hereinafter otherwise provided, other provisions of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the



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members of the Board, at least 2/3rds of the total votes of the Unit Owners and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than 10 days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof.

## 17. RIGHTS OF FIRST MORTGAGEES.

(a) **Notice to First Mortgagees.** Each Owner shall notify the Association of the name and address of his First Mortgagee or its servicing agent, if any, and shall promptly notify the Association of any change in such information. The Association shall maintain a record of such information with respect to all Units. Each First Mortgagee shall have the right to examine the books and records of the Association at any reasonable time and to have an audited statement of the Association's operations prepared for a fiscal year at its own expense. Upon the specific written request of a First Mortgagee to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:

- (1) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Unit covered by the First Mortgagee's First Mortgage;
- (2) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners;
- (3) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- (4) Notice of any proposed action which would require the consent of a specified percentage of First Mortgagees pursuant to Section 9 02;
- (5) Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Association;
- (6) Notice of substantial damage to or destruction of any Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);
- (7) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium Property;
- (8) Notice of any default of the Owner of the Unit which is subject to the First Mortgagee's First Mortgage, where such default is not cured by the Owner within thirty (30) days after the giving of notice by the Association to the Owner of the existence of the default; and

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(9) Copies of notices received by the Association of the cancellation or substantial modification of any insurance policy carried by the Association under Article Five hereof.

The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a First Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Association shall honor the most recent request received.

(b) Insurance Proceeds/Condemnation Awards. In the event of (1) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Property or (2) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Condominium Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right to apply any such proceeds to repair or replace damaged portions of the Condominium property or to restore what remains of the Condominium Property after condemnation or taking by eminent domain of a part of the Condominium Property.

## 18. MISCELLANEOUS

(a) Severability. Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect any liens, charges, rights, benefits and privileges and other provisions of this Declaration, which shall remain in full force and effect.

(b) Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of the Association at the time of such mailing, or upon personal delivery to the Owner's Unit.

(c) Captions/Conflicts. The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

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(d) Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provisions, (2) the rule restricting restraints on alienation, or (3) 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 the President of the United States at the time of Recording of this Amended and Restated Declaration.

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

Dated: FEBRUARY 21, 1996

BRANDENBERRY PARK CONDOMINIUM  
ASSOCIATION

By:

Patricia A. Hunter  
Its President

ATTEST:

By:

Judith A. Neelink  
Its Secretary

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## BOARD OF MANAGERS BRANDENBERRY PARK CONDOMINIUM ASSOCIATION

[Signature]

William A. Bigliani

Julia L. Pankuk

James B. Smith

Patricia L. Hunter

[Signature]

[Signature]

Being a Majority of the Directors of the Association

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STATE OF ILLINOIS    )  
                                  ) ss.  
COUNTY OF COOK     )

I, JUDITH NEWKIRK, a Secretary of the Brandenberry Park Condominium Association, do hereby certify that the Board members whose signatures appear in this document, signed this document as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Secretary  
Brandenberry Park Condominium Association

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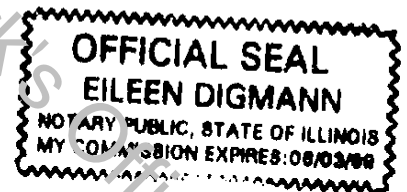
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STATE OF ILLINOIS     )  
                                      ) ss.  
COUNTY OF COOK     )

I, EILEEN DIGMANN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PATRICIA HUNTER and JUDITH NEWKIRK, respectively, the President and secretary of the Brandenberry Park Condominium Association personally known to be to be the same persons whose names are subscribed to the foregoing instrument respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 21<sup>ST</sup> day of FEBRUARY, 1996.

Eileen Digmann  
Notary Public



THIS INSTRUMENT PREPARED BY:

Jordan I. Shifrin  
Kovitz Shifrin & Waitzman  
705 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089  
(847) 537-0500

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## EXHIBIT A - LEGAL DESCRIPTION AND LIST OF UNITS

All Units in the Buildings located on the Parcel are delineated on the surveys attached as Exhibit "A" of the original Declaration and made a part of the Declaration, and are legally described as follows:

Units 1-1A to 1-1L, both inclusive	Units 1-2A to 1-2L, both inclusive
Units 2-1A to 2-1L, both inclusive	Units 2-2A to 2-2L, both inclusive
Units 3-1A to 3-1L, both inclusive	Units 3-2A to 3-2L, both inclusive
Units 4-1A to 4-1L, both inclusive	Units 4-2A to 4-2L, both inclusive
Units 4-3A to 4-3L, both inclusive	Units 4-4A to 4-4L, both inclusive
Units 5-1A to 5-1L, both inclusive	Units 5-2A to 5-2L, both inclusive
Units 5-3A to 5-3L, both inclusive	Units 5-4A to 5-4L, both inclusive
Units 6-1A to 6-1L, both inclusive	Units 6-2A to 6-2L, both inclusive
Units 7-1A to 7-1L, both inclusive	Units 7-2A to 7-2L, both inclusive
Units 7-3A to 7-3L, both inclusive	Units 7-4A to 7-4L, both inclusive
Units 8-1A to 8-1L, both inclusive	Units 8-2A to 8-2L, both inclusive
Units 9-1A to 9-1L, both inclusive	Units 9-2A to 9-2L, both inclusive
Units 10-1A to 10-1L, both inclusive	Units 10-2A to 10-2L, both inclusive
Units 11-1A to 11-1L, both inclusive	Units 11-2A to 11-2L, both inclusive
Units 11-3A to 11-3L, both inclusive	Units 11-4A to 11-4L, both inclusive
Units 12-1A to 12-1L, both inclusive	Units 12-2A to 12-2L, both inclusive
Units 12-3A to 12-3L, both inclusive	Units 12-4A to 12-4L, both inclusive
Units 13-1A to 13-1F, both inclusive	Units 13-2A to 13-2F, both inclusive
Units 14-1A to 14-1R, both inclusive	Units 14-2A to 14-2R, both inclusive
Units 15-1A to 15-1R, both inclusive	Units 15-2A to 15-2R, both inclusive

as delineated on survey of Lot 1 in Unit 1, Lot 2 in Unit 2, Lot 3 in Unit 3 and Lot 4 in Unit 4 of Brandenberry Park East by Zale, being a subdivision in the Southeast quarter of Section 21, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit A to Declaration of Condominium Ownership made by American National Bank and Trust Company as Trustee under Trust No. 46142, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 25-108-489.

All situated in the Village of Arlington Heights, State of Illinois, County of Cook, and commonly known as follows:

Address	P.I.N.
1102 Dale, #1-1A	03-21-402-014-1001
1102 Dale, #1-1B	03-21-402-014-1002
1102 Dale, #1-1C	03-21-402-014-1003
1102 Dale, #1-1D	03-21-402-014-1004
1106 Dale, #1-1E	03-21-402-014-1005

Ex. A-1

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1106 Dale, #1-1F	03-21-402-014-1006
1106 Dale, #1-1G	03-21-402-014-1007
1106 Dale, #1-1H	03-21-402-014-1008
1110 Dale, #1-1I	03-21-402-014-1009
1110 Dale, #1-1J	03-21-402-014-1010
1110 Dale, #1-1K	03-21-402-014-1011
1110 Dale, #1-1L	03-21-402-014-1012
1102 Dale, #1-2A	03-21-402-014-1013
1102 Dale, #1-2B	03-21-402-014-1014
1102 Dale, #1-2C	03-21-402-014-1015
1102 Dale, #1-2D	03-21-402-014-1016
1106 Dale, #1-2E	03-21-402-014-1017
1106 Dale, #1-2F	03-21-402-014-1018
1106 Dale, #1-2G	03-21-402-014-1019
1106 Dale, #1-2H	03-21-402-014-1020
1110 Dale, #1-2I	03-21-402-014-1021
1110 Dale, #1-2J	03-21-402-014-1022
1110 Dale, #1-2K	03-21-402-014-1023
1110 Dale, #1-2L	03-21-402-014-1024
1114 Dale, #2-1A	03-21-402-014-1025
1114 Dale, #2-1B	03-21-402-014-1026
1114 Dale, #2-1C	03-21-402-014-1027
1114 Dale, #2-1D	03-21-402-014-1028
1118 Dale, #2-1E	03-21-402-014-1029
1118 Dale, #2-1F	03-21-402-014-1030
1118 Dale, #2-1G	03-21-402-014-1031
1118 Dale, #2-1H	03-21-402-014-1032
1122 Dale, #2-1I	03-21-402-014-1033
1122 Dale, #2-1J	03-21-402-014-1034
1122 Dale, #2-1K	03-21-402-014-1035
1122 Dale, #2-1L	03-21-402-014-1036
1114 Dale, #2-2A	03-21-402-014-1037
1114 Dale, #2-2B	03-21-402-014-1038
1114 Dale, #2-2C	03-21-402-014-1039
1114 Dale, #2-2D	03-21-402-014-1040
1118 Dale, #2-2E	03-21-402-014-1041
1118 Dale, #2-2F	03-21-402-014-1042
1118 Dale, #2-2G	03-21-402-014-1043
1118 Dale, #2-2H	03-21-402-014-1044
1122 Dale, #2-2I	03-21-402-014-1045
1122 Dale, #2-2J	03-21-402-014-1046
1122 Dale, #2-2K	03-21-402-014-1047
1122 Dale, #2-2L	03-21-402-014-1048
2434 Brandenberry Ct., #3-1A	03-21-402-014-1049
2434 Brandenberry Ct., #3-1B	03-21-402-014-1050

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2434 Brandenberry Ct., #3-1C	03-21-402-014-1051
2434 Brandenberry Ct., #3-1D	03-21-402-014-1052
2432 Brandenberry Ct., #3-1E	03-21-402-014-1053
2432 Brandenberry Ct., #3-1F	03-21-402-014-1054
2432 Brandenberry Ct., #3-1G	03-21-402-014-1055
2432 Brandenberry Ct., #3-1H	03-21-402-014-1056
2430 Brandenberry Ct., #3-1I	03-21-402-014-1057
2430 Brandenberry Ct., #3-1J	03-21-402-014-1058
2430 Brandenberry Ct., #3-1K	03-21-402-014-1059
2430 Brandenberry Ct., #3-1L	03-21-402-014-1060
2434 Brandenberry Ct., #3-2A	03-21-402-014-1061
2434 Brandenberry Ct., #3-2B	03-21-402-014-1062
2434 Brandenberry Ct., #3-2C	03-21-402-014-1063
2434 Brandenberry Ct., #3-2D	03-21-402-014-1064
2432 Brandenberry Ct., #3-2E	03-21-402-014-1065
2432 Brandenberry Ct., #3-2F	03-21-402-014-1066
2432 Brandenberry Ct., #3-2G	03-21-402-014-1067
2432 Brandenberry Ct., #3-2H	03-21-402-014-1068
2430 Brandenberry Ct., #3-2I	03-21-402-014-1069
2430 Brandenberry Ct., #3-2J	03-21-402-014-1070
2430 Brandenberry Ct., #3-2K	03-21-402-014-1071
2430 Brandenberry Ct., #3-2L	03-21-402-014-1072
2424 East Oakton, #4-1B	03-21-402-014-1073
2424 East Oakton, #4-1C	03-21-402-014-1074
2424 East Oakton, #4-1D	03-21-402-014-1075
2424 East Oakton, #4-1E	03-21-402-014-1076
2424 East Oakton, #4-1F	03-21-402-014-1077
2424 East Oakton, #4-1G	03-21-402-014-1078
2424 East Oakton, #4-1H	03-21-402-014-1079
2424 East Oakton, #4-1I	03-21-402-014-1080
2424 East Oakton, #4-1J	03-21-402-014-1081
2424 East Oakton, #4-1K	03-21-402-014-1082
2424 East Oakton, #4-1L	03-21-402-014-1083
2424 East Oakton, #4-2A	03-21-402-014-1084
2424 East Oakton, #4-2B	03-21-402-014-1085
2424 East Oakton, #4-2C	03-21-402-014-1086
2424 East Oakton, #4-2D	03-21-402-014-1087
2424 East Oakton, #4-2E	03-21-402-014-1088
2424 East Oakton, #4-2F	03-21-402-014-1089
2424 East Oakton, #4-2G	03-21-402-014-1090
2424 East Oakton, #4-2H	03-21-402-014-1091
2424 East Oakton, #4-2I	03-21-402-014-1092
2424 East Oakton, #4-2J	03-21-402-014-1093
2424 East Oakton, #4-2K	03-21-402-014-1094
2424 East Oakton, #4-2L	03-21-402-014-1095

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2424 East Oakton, #4-3A	03-21-402-014-1096
2424 East Oakton, #4-3B	03-21-402-014-1097
2424 East Oakton, #4-3C	03-21-402-014-1098
2424 East Oakton, #4-3D	03-21-402-014-1099
2424 East Oakton, #4-3E	03-21-402-014-1100
2424 East Oakton, #4-3F	03-21-402-014-1101
2424 East Oakton, #4-3G	03-21-402-014-1102
2424 East Oakton, #4-3H	03-21-402-014-1103
2424 East Oakton, #4-3I	03-21-402-014-1104
2424 East Oakton, #4-3J	03-21-402-014-1105
2424 East Oakton, #4-3K	03-21-402-014-1106
2424 East Oakton, #4-3L	03-21-402-014-1107
2424 East Oakton, #4-4A	03-21-402-014-1108
2424 East Oakton, #4-4B	03-21-402-014-1109
2424 East Oakton, #4-4C	03-21-402-014-1110
2424 East Oakton, #4-4D	03-21-402-014-1111
2424 East Oakton, #4-4E	03-21-402-014-1112
2424 East Oakton, #4-4F	03-21-402-014-1113
2424 East Oakton, #4-4G	03-21-402-014-1114
2424 East Oakton, #4-4H	03-21-402-014-1115
2424 East Oakton, #4-4I	03-21-402-014-1116
2424 East Oakton, #4-4J	03-21-402-014-1117
2424 East Oakton, #4-4K	03-21-402-014-1118
2424 East Oakton, #4-4L	03-21-402-014-1119
2420 Brandenberry Ct., #5-1A	03-21-402-014-1120
2420 Brandenberry Ct., #5-1B	03-21-402-014-1121
2420 Brandenberry Ct., #5-1C	03-21-402-014-1122
2420 Brandenberry Ct., #5-1D	03-21-402-014-1123
2420 Brandenberry Ct., #5-1E	03-21-402-014-1124
2420 Brandenberry Ct., #5-1F	03-21-402-014-1125
2420 Brandenberry Ct., #5-1G	03-21-402-014-1126
2420 Brandenberry Ct., #5-1H	03-21-402-014-1127
2420 Brandenberry Ct., #5-1I	03-21-402-014-1128
2420 Brandenberry Ct., #5-1J	03-21-402-014-1129
2420 Brandenberry Ct., #5-1K	03-21-402-014-1130
2420 Brandenberry Ct., #5-1L	03-21-402-014-1131
2420 Brandenberry Ct., #5-2A	03-21-402-014-1132
2420 Brandenberry Ct., #5-2B	03-21-402-014-1133
2420 Brandenberry Ct., #5-2C	03-21-402-014-1134
2420 Brandenberry Ct., #5-2D	03-21-402-014-1135
2420 Brandenberry Ct., #5-2E	03-21-402-014-1136
2420 Brandenberry Ct., #5-2F	03-21-402-014-1137
2420 Brandenberry Ct., #5-2G	03-21-402-014-1138
2420 Brandenberry Ct., #5-2H	03-21-402-014-1138
2420 Brandenberry Ct., #5-2I	03-21-402-014-1140

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2420 Brandenberry Ct., #5-2J	03-21-402-014-1141
2420 Brandenberry Ct., #5-2K	03-21-402-014-1142
2420 Brandenberry Ct., #5-2L	03-21-402-014-1143
2420 Brandenberry Ct., #5-3A	03-21-402-014-1144
2420 Brandenberry Ct., #5-3B	03-21-402-014-1145
2420 Brandenberry Ct., #5-3C	03-21-402-014-1146
2420 Brandenberry Ct., #5-3D	03-21-402-014-1147
2420 Brandenberry Ct., #5-3E	03-21-402-014-1148
2420 Brandenberry Ct., #5-3F	03-21-402-014-1149
2420 Brandenberry Ct., #5-3G	03-21-402-014-1150
2420 Brandenberry Ct., #5-3H	03-21-402-014-1151
2420 Brandenberry Ct., #5-3I	03-21-402-014-1152
2420 Brandenberry Ct., #5-3J	03-21-402-014-1153
2420 Brandenberry Ct., #5-3K	03-21-402-014-1154
2420 Brandenberry Ct., #5-3L	03-21-402-014-1155
2420 Brandenberry Ct., #5-4A	03-21-402-014-1156
2420 Brandenberry Ct., #5-4B	03-21-402-014-1157
2420 Brandenberry Ct., #5-4C	03-21-402-014-1158
2420 Brandenberry Ct., #5-4D	03-21-402-014-1159
2420 Brandenberry Ct., #5-4E	03-21-402-014-1160
2420 Brandenberry Ct., #5-4F	03-21-402-014-1161
2420 Brandenberry Ct., #5-4G	03-21-402-014-1162
2420 Brandenberry Ct., #5-4H	03-21-402-014-1163
2420 Brandenberry Ct., #5-4I	03-21-402-014-1164
2420 Brandenberry Ct., #5-4J	03-21-402-014-1165
2420 Brandenberry Ct., #5-4K	03-21-402-014-1166
2420 Brandenberry Ct., #5-4L	03-21-402-014-1167
1202 Dale, #6-1A	03-21-402-014-1168
1202 Dale, #6-1B	03-21-402-014-1169
1202 Dale, #6-1C	03-21-402-014-1170
1202 Dale, #6-1D	03-21-402-014-1171
1206 Dale, #6-1E	03-21-402-014-1172
1206 Dale, #6-1F	03-21-402-014-1173
1206 Dale, #6-1G	03-21-402-014-1174
1206 Dale, #6-1H	03-21-402-014-1175
1210 Dale, #6-1I	03-21-402-014-1176
1210 Dale, #6-1J	03-21-402-014-1177
1210 Dale, #6-1K	03-21-402-014-1178
1210 Dale, #6-1L	03-21-402-014-1179
1202 Dale, #6-2A	03-21-402-014-1180
1202 Dale, #6-2B	03-21-402-014-1181
1202 Dale, #6-2C	03-21-402-014-1182
1202 Dale, #6-2D	03-21-402-014-1183
1206 Dale, #6-2E	03-21-402-014-1184
1206 Dale, #6-2F	03-21-402-014-1185

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1206 Dale, #6-2G	03-21-402-014-1186
1206 Dale, #6-2H	03-21-402-014-1187
1210 Dale, #6-2I	03-21-402-014-1188
1210 Dale, #6-2J	03-21-402-014-1189
1210 Dale, #6-2K	03-21-402-014-1190
1210 Dale, #6-2L	03-21-402-014-1191
2515 East Olive, #7-1A	03-21-402-014-1192
2515 East Olive, #7-1B	03-21-402-014-1193
2515 East Olive, #7-1C	03-21-402-014-1194
2515 East Olive, #7-1D	03-21-402-014-1195
2515 East Olive, #7-1E	03-21-402-014-1196
2515 East Olive, #7-1F	03-21-402-014-1197
2515 East Olive, #7-1G	03-21-402-014-1198
2515 East Olive, #7-1H	03-21-402-014-1199
2515 East Olive, #7-1I	03-21-402-014-1200
2515 East Olive, #7-1J	03-21-402-014-1201
2515 East Olive, #7-1K	03-21-402-014-1202
2515 East Olive, #7-1L	03-21-402-014-1203
2515 East Olive, #7-2A	03-21-402-014-1204
2515 East Olive, #7-2B	03-21-402-014-1205
2515 East Olive, #7-2C	03-21-402-014-1206
2515 East Olive, #7-2D	03-21-402-014-1207
2515 East Olive, #7-2E	03-21-402-014-1208
2515 East Olive, #7-2F	03-21-402-014-1209
2515 East Olive, #7-2G	03-21-402-014-1210
2515 East Olive, #7-2H	03-21-402-014-1211
2515 East Olive, #7-2I	03-21-402-014-1212
2515 East Olive, #7-2J	03-21-402-014-1213
2515 East Olive, #7-2K	03-21-402-014-1214
2515 East Olive, #7-2L	03-21-402-014-1215
2515 East Olive, #7-3A	03-21-402-014-1216
2515 East Olive, #7-3B	03-21-402-014-1217
2515 East Olive, #7-3C	03-21-402-014-1218
2515 East Olive, #7-3D	03-21-402-014-1219
2515 East Olive, #7-3E	03-21-402-014-1220
2515 East Olive, #7-3F	03-21-402-014-1221
2515 East Olive, #7-3G	03-21-402-014-1222
2515 East Olive, #7-3H	03-21-402-014-1223
2515 East Olive, #7-3I	03-21-402-014-1224
2515 East Olive, #7-3J	03-21-402-014-1225
2515 East Olive, #7-3K	03-21-402-014-1226
2515 East Olive, #7-3L	03-21-402-014-1227
2515 East Olive, #7-4A	03-21-402-014-1228
2515 East Olive, #7-4B	03-21-402-014-1229
2515 East Olive, #7-4C	03-21-402-014-1230

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2515 East Olive, #7-4D	03-21-402-014-1231
2515 East Olive, #7-4E	03-21-402-014-1232
2515 East Olive, #7-4F	03-21-402-014-1233
2515 East Olive, #7-4G	03-21-402-014-1234
2515 East Olive, #7-4H	03-21-402-014-1235
2515 East Olive, #7-4I	03-21-402-014-1236
2515 East Olive, #7-4J	03-21-402-014-1237
2515 East Olive, #7-4K	03-21-402-014-1238
2515 East Olive, #7-4L	03-21-402-014-1239
2423 East Olive, #8-1A	03-21-402-014-1240
2423 East Olive, #8-1B	03-21-402-014-1241
2423 East Olive, #8-1C	03-21-402-014-1242
2423 East Olive, #8-1D	03-21-402-014-1243
2419 East Olive, #8-1E	03-21-402-014-1244
2419 East Olive, #8-1F	03-21-402-014-1245
2419 East Olive, #8-1G	03-21-402-014-1246
2419 East Olive, #8-1H	03-21-402-014-1247
2415 East Olive, #8-1I	03-21-402-014-1248
2415 East Olive, #8-1J	03-21-402-014-1249
2415 East Olive, #8-1K	03-21-402-014-1250
2415 East Olive, #8-1L	03-21-402-014-1251
2423 East Olive, #8-2A	03-21-402-014-1252
2423 East Olive, #8-2B	03-21-402-014-1253
2423 East Olive, #8-2C	03-21-402-014-1254
2423 East Olive, #8-2D	03-21-402-014-1255
2419 East Olive, #8-2E	03-21-402-014-1256
2419 East Olive, #8-2F	03-21-402-014-1257
2419 East Olive, #8-2G	03-21-402-014-1258
2419 East Olive, #8-2H	03-21-402-014-1259
2415 East Olive, #8-2I	03-21-402-014-1260
2415 East Olive, #8-2J	03-21-402-014-1261
2415 East Olive, #8-2K	03-21-402-014-1262
2415 East Olive, #8-2L	03-21-402-014-1263
2411 East Olive, #9-1A	03-21-402-014-1264
2411 East Olive, #9-1B	03-21-402-014-1265
2411 East Olive, #9-1C	03-21-402-014-1266
2411 East Olive, #9-1D	03-21-402-014-1267
2407 East Olive, #9-1E	03-21-402-014-1268
2407 East Olive, #9-1F	03-21-402-014-1269
2407 East Olive, #9-1G	03-21-402-014-1270
2407 East Olive, #9-1H	03-21-402-014-1271
2403 East Olive, #9-1I	03-21-402-014-1272
2403 East Olive, #9-1J	03-21-402-014-1273
2403 East Olive, #9-1K	03-21-402-014-1274
2403 East Olive, #9-1L	03-21-402-014-1275

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2411 East Olive, #9-2A	03-21-402-014-1276
2411 East Olive, #9-2B	03-21-402-014-1277
2411 East Olive, #9-2C	03-21-402-014-1278
2411 East Olive, #9-2D	03-21-402-014-1279
2407 East Olive, #9-2E	03-21-402-014-1280
2407 East Olive, #9-2F	03-21-402-014-1282
2407 East Olive, #9-2G	03-21-402-014-1283
2407 East Olive, #9-2H	03-21-402-014-1284
2403 East Olive, #9-2I	03-21-402-014-1284
2403 East Olive, #9-2J	03-21-402-014-1285
2403 East Olive, #9-2K	03-21-402-014-1286
2403 East Olive, #9-2L	03-21-402-014-1287
2406 Brandenburg Ct., #10-1A	03-21-402-014-1288
2406 Brandenburg Ct., #10-1B	03-21-402-014-1289
2406 Brandenburg Ct., #10-1C	03-21-402-014-1290
2406 Brandenburg Ct., #10-1D	03-21-402-014-1291
2408 Brandenburg Ct., #10-1E	03-21-402-014-1292
2408 Brandenburg Ct., #10-1F	03-21-402-014-1293
2408 Brandenburg Ct., #10-1G	03-21-402-014-1294
2408 Brandenburg Ct., #10-1H	03-21-402-014-1295
2410 Brandenburg Ct., #10-1I	03-21-402-014-1296
2410 Brandenburg Ct., #10-1J	03-21-402-014-1297
2410 Brandenburg Ct., #10-1K	03-21-402-014-1298
2410 Brandenburg Ct., #10-1L	03-21-402-014-1299
2406 Brandenburg Ct., #10-2A	03-21-402-014-1300
2406 Brandenburg Ct., #10-2B	03-21-402-014-1301
2406 Brandenburg Ct., #10-2C	03-21-402-014-1302
2406 Brandenburg Ct., #10-2D	03-21-402-014-1303
2408 Brandenburg Ct., #10-2E	03-21-402-014-1304
2408 Brandenburg Ct., #10-2F	03-21-402-014-1305
2408 Brandenburg Ct., #10-2G	03-21-402-014-1306
2408 Brandenburg Ct., #10-2H	03-21-402-014-1307
2410 Brandenburg Ct., #10-2I	03-21-402-014-1308
2410 Brandenburg Ct., #10-2J	03-21-402-014-1309
2410 Brandenburg Ct., #10-2K	03-21-402-014-1310
2410 Brandenburg Ct., #10-2L	03-21-402-014-1311
2315 East Olive, #11-1A	03-21-402-014-1312
2315 East Olive, #11-1B	03-21-402-014-1313
2315 East Olive, #11-1C	03-21-402-014-1314
2315 East Olive, #11-1D	03-21-402-014-1315
2315 East Olive, #11-1E	03-21-402-014-1316
2315 East Olive, #11-1F	03-21-402-014-1317
2315 East Olive, #11-1G	03-21-402-014-1318
2315 East Olive, #11-1H	03-21-402-014-1319
2315 East Olive, #11-1I	03-21-402-014-1320

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