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PREPARED BY, AND AFTER  
RECORDATION SHOULD BE  
RETURNED TO:**

Michael C. Kim, Of Counsel  
Schoenberg Finkel Beederman Bell Glazer, LLC  
300 S. Wacker Dr., Suite 1500  
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File **7977239**

SCRIVENER'S AFFIDAVIT

I, Michael C. Kim, the affiant and preparer of this Scrivener's Affidavit, and drafting attorney of The Second Amended, Consolidated and Restated Declaration of Condominium Ownership for the Coromandel Condominium Association, originally recorded on April 11, 2023 in the Office of the Recorder of Deeds of Lake County, Illinois, as File Number 7967540, do hereby swear and affirm that File Number 7967540 included a non-finalized version; specifically, which non-finalized version was incomplete and not the final correct version of The Second Amended, Consolidated and Restated Declaration of Condominium Ownership for the Coromandel Condominium Association, was inadvertently recorded. Attached as Exhibit "A" is the corrected final approved version of the Second Amendment.

I, Michael C. Kim, the affiant, do hereby swear to the attached correction, and believe it to be the true and accurate intention(s) of the parties who drafted and recorded the referenced document.

Michael C. Kim, Affiant

DATE: May 25, 2023

SIGNED AND SWORN to before me  
on May 25, 2023, by

Notary Public



1315 (74) KB

THIS DOCUMENT HAS BEEN  
PREPARED BY, AND AFTER  
RECORDATION SHOULD BE  
RETURNED TO:

Schoenberg Finkel Beederman Bell Glazer LLC  
300 South Wacker Drive  
Suite 1500  
Chicago, Illinois 60606  
Attn: Michael C. Kim

---

**PREAMBLE TO**  
**SECOND AMENDED, CONSOLIDATED AND RESTATED**  
**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**FOR**  
**COROMANDEL CONDOMINIUM ASSOCIATION**

WHEREAS, the Declaration of Condominium Ownership for Coromandel Condominium Association was originally recorded on July 13, 1995 as Document No. 3694991 (hereafter referred to as "Declaration") in the Office of the Recorder of Deeds of Lake County, Illinois (hereafter referred to as "Recorder of Deeds") against the property legally described in Exhibit A hereto.

WHEREAS, the Declaration has been amended from time to time by a certain Amended and Restated Declaration of Condominium Ownership recorded as Document No. 5800012 and a certain First Amendment to the Amended and Restated Declaration of Condominium Ownership recorded as Document No. 6656307 (hereafter collectively referred to as the "Amendments") recorded with the Recorder of Deeds;

WHEREAS, provisions of the Illinois Condominium Property Act (the "Act") establish certain requirements which the Coromandel Condominium Association (hereafter referred to as "Association") is required by law to follow, and with which the present Declaration is either incomplete or in conflict;

WHEREAS, because of this incompleteness or conflict between the language of the Declaration, the Amendments, and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Directors (the "Board") of the Association;

WHEREAS, the Board recognizes the burden and practical difficulty on the Board and the unit owners and others in reviewing, consulting and referring to the Declaration, the Amendments, and the Act;

WHEREAS, Section 27(b)(1) of the Act provides a procedure for amending the Declaration to correct omissions, errors and inconsistencies in the Declaration;

WHEREAS, the Board desires to prepare, and has caused to be prepared, a single document (hereafter referred to as the "Second Amended, Consolidated and Restated Declaration") which provides the Board, unit owners and others with a convenient document that conforms to the Act, restates the present Declaration and reflects the Amendments for ease of reference;

WHEREAS, this Second Amended, Consolidated and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board at a duly called meeting held on January 23, 2023;

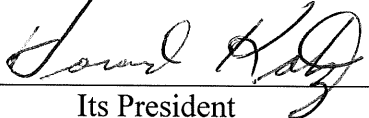
WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board within thirty days of the Board's action approving this Second Amended, Consolidated and Restated Declaration, as provided by Section 27(b)(3) of the Act;

WHEREAS, the Second Amended, Consolidated and Restated Declaration truly and accurately reflects the Declaration as amended through the date on which it was approved; and

WHEREAS, the Board desires to record the Second Amended, Consolidated and Restated Declaration in order to memorialize its action.

NOW, THEREFORE, BE IT RESOLVED in furtherance of the foregoing recitals, the attached Second Amended, Consolidated and Restated Declaration should be and is being recorded for the above stated purposes.

BOARD OF MANAGERS/DIRECTORS OF  
COROMANDEL CONDOMINIUM ASSOCIATION

By:   
Its President

Attest:   
Its Secretary

THE SECOND AMENDED, CONSOLIDATED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR THE  
COROMANDEL CONDOMINIUM ASSOCIATION

This document prepared by and after  
Recording to be returned to:

Michael C. Kim, Of Counsel  
Schoenberg Finkel Beederman Bell Glazer, LLC  
300 S. Wacker Dr., Suite 1500  
Chicago, IL 60606 – 312-648-2300

THE SECOND AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF  
 CONDOMINIUM OWNERSHIP  
 FOR THE  
 COROMANDEL CONDOMINIUM ASSOCIATION

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THE SECOND AMENDED, CONSOLIDATED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR THE  
COROMANDEL CONDOMINIUM ASSOCIATION

RECITALS:

The Declaration of Condominium Ownership for the Coromandel Condominium was originally recorded in Lake County, Illinois on July 13, 1995 as Document No. 3694991 (the "Declaration"), thus creating the Coromandel Condominium Association ("Association").

This Second Amended, Consolidated and Restated Declaration of Condominium Ownership is made and approved by the Board of Managers of the Coromandel Condominium Association in accordance with Section 27(b) of the Illinois Condominium Property Act [765 ILCS 605/27] (the "Act") in order to conform the Declaration with the current provisions of the Act.

This Second Amended, Consolidated and Restated Declaration of Condominium Ownership incorporates all previously recorded amendments to the Declaration.

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

ARTICLE I  
DEFINITIONS

For the purpose of brevity and clarity words and terms used in this Declaration are defined as follows:

1. ACT. The Condominium Property Act of the State of Illinois, as amended from time to time.
2. BOARD. The Board of Managers of the Association as constituted at any time and from time to time.
3. BUILDING. All structures, attached or unattached, containing one or more Units constructed at any time on the Parcel.
4. BY-LAWS. The By-Laws of the Association which are set forth in this Declaration, as may be amended from time to time.
5. COMMON ELEMENTS. All portions of the Property except the Units, including the Limited Common Elements, unless otherwise specified.

6. COMMON EXPENSES. The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board, together with any Community Area expenses required to be paid to the Association for transmittal to the Umbrella Association. The Association shall be responsible for collecting assessments to pay the Common Expenses which assessments shall include (a) the common Expenses of the Association; and (b) that portion of the Community Expenses of the Umbrella Association billed to the Association.

7. ASSOCIATION. The Coromandel Condominium Association, an Illinois not-for-profit corporation, which shall be the association of all of the Unit Owners acting pursuant to the By-Laws through its duly elected Board.

8. CONDOMINIUM INSTRUMENTS. All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

9. DECLARATION. This instrument by which the Property is submitted to the provisions of the Act and all Exhibits attached to this instrument and all amendments to this instrument made from time to time pursuant to the provisions of this instrument.

10. LIMITED COMMON ELEMENTS. A portion of the Common Elements so designated in this Declaration or on the Plat as being reserved for the use of a certain Unit or Units to the exclusion of other Units.

11. MAJORITY OR MAJORITY OF UNIT OWNERS. Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided Unit Ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided Unit Ownership interest in the Common Elements.

12. MANAGER. A Member of the Board duly elected or appointed as provided in the Act.

13. OCCUPANT. A person in possession of a Unit regardless of whether such person is a Unit Owner.

14. DECLARATION. The Declaration of Condominium Ownership for the Coromandel Condominium Association, originally recorded in the Office of the Recorder of Deeds of Lake County, Illinois on July 13, 1995 as Document Number 3694991, which is the instrument by which the Property was submitted to the provisions of the Act, including such attachments and amendments to that instrument as may have been adopted pursuant to the terms thereof.

15. PARCEL. The lot or lots, tract or tracts of land legally described on Exhibit "A" attached to this Declaration, submitted to the provisions of the Act.

16. PARKING FACILITY. Each portion of the Common Elements designated on the Plat as an underground parking facility and tunnels connecting such parking facility.

17. PARKING SPACE. A portion of the Parking Facility intended for the parking of a single passenger motor vehicle which shall be delineated on the Plat with a number or symbol in

accordance with the provisions of Exhibit "A" attached to the original Declaration. Each Parking Space shall be a limited common element appurtenant to the Unit to which it is assigned pursuant to Exhibit A attached hereto.

18. PERCENTAGE OF OWNERSHIP. The percentage of ownership interest in the Common Elements appurtenant to a Unit as herein and hereinafter allocated on Exhibit A hereto, as Exhibit A may be amended from time to time.

19. PERSON. A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

20. PLAT. A plat or plats of survey of the Property and of all Units in the Property submitted to the provisions of the Act, which may consist of a three dimensional horizontal and vertical delineation of all such Units, attached as Exhibit "A" to the original Declaration.

21. PROPERTY. All the land, property and space comprising the Parcel, all improvements and structures erected; constructed or contained therein or thereon, including, without limitation, the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act, including that portion of Lot 45 which is legally described on the Plat and which is delineated by the dimensions described therein, but excluding that portion of Lot 45 which is above the exterior of the ceiling dimension and below the exterior floor dimension set forth on Exhibit "A" hereto.

22. PURCHASER. Any Person who purchases an individual Unit in a bona fide transaction for value.

23. RESERVES. Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

24. STORAGE AREA. A portion of the Common Elements intended for the storage of items of personal property by an Occupant.

25. UMBRELLA ASSOCIATION. The Coromandel Umbrella Association, an Illinois not-for-profit corporation, its successors and assigns.

26. UMBRELLA DECLARATION. The Declaration for the Coromandel Umbrella Association dated May 5, 1995, recorded as Document No. 3672607 on May 10, 1995 as amended or supplemented from time to time.

27. UNIT. A part of the Property designated and intended for any type of independent residential use.

28. UNIT OWNER. The Person or Persons whose estates or interest individually or collectively, aggregate fee simple absolute Unit Ownership of a Unit.

29. UNIT OWNERSHIP. A Part of the Property consisting of one Unit and the undivided percentage interest in the Common Elements allocated thereto.

30. VOTING MEMBER. The person entitled to exercise all voting power in respect to a Unit Ownership.

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

32. ACCEPTABLE TECHNOLOGICAL MEANS. Includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

## ARTICLE II UNITS

### 1. DESCRIPTION AND OWNERSHIP.

(a) All Units are delineated on the Plat and listed on Exhibit A, and shall have lawful access to a public way.

(b) Every unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on the Plat including, without limitation, any pipes, ducts, flues, shafts, electrical wiring, and conduits and individual heating, cooling, and ventilation systems and other fixtures and equipment situated entirely within a Unit and serving only such Unit. The legal description of every Unit shall consist of the identifying number or symbol of such Unit, as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes.

(c) No Unit Owner shall, by deed, plat, or otherwise, combine or subdivide or in any other manner cause any, Unit owned by such Unit Owner to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

(d) The Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Property and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit in the Building and said Unit's horizontal and vertical dimensions.

(e) In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Board to amend the Plat, as described above, without notice to any Unit Owner. Each deed, mortgage or other instrument with respect to a Unit, and the acceptance thereof, shall be deemed a grant of such power to each of said attorneys-in-fact, and acknowledgment of a consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to amend the Plat, as described above.

2. CERTAIN STRUCTURES NOT CONSTITUTING PART OF A UNIT. Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural

components of the Building, or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming part of any system serving more than his Unit, or any components of a communication system (including but not limited to any intercom system), Umbrella Association antenna, or refuse collection system, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

3. SEPARATE MORTGAGES. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance of his respective Unit together with his respective Unit Ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit and his respective Unit Ownership interest in the Common Elements.

4. SEPARATE REAL ESTATE TAXES. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of Unit Ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to any Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of Unit Ownership interest in the Common Elements.

### ARTICLE III COMMON ELEMENTS

1. DESCRIPTION OF COMMON ELEMENTS. The Common Elements shall consist of all portions of the Property including the Limited Common Elements (unless otherwise expressly specified herein) but shall not include the Units. The Common Elements include, without limitation, the land, foundation, walls, balconies, stairways, entrances and exits, lobby areas, mechanical equipment areas, roofs, skylights, master television antenna system, if any, (whether leased or owned), pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit or at a remote location but serving only such Unit), heating, cooling and ventilating systems (except those individual heating, cooling and ventilating systems or equipment entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, underground Parking Facilities, tunnels connecting the underground Parking Facilities, which underlie that portion of Lot 45 described on Exhibit "A" as attached to the original Declaration hereto, but consisting only of the space comprised in such tunnels and underground Parking Facilities from the exterior of the finished ceiling to the exterior of the finished floor as delineated and described by the elevation set forth on said Exhibit "A", ramps to the underground Parking Facilities, landscaping and all other portions of the Property except the Units. Any reference to "Common Elements" appearing on the Plat shall be deemed solely for purposes of general information and shall not be limiting in any way.

2. OWNERSHIP OF COMMON ELEMENTS. Each Unit Owner shall be entitled to the percentage of Unit Ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner as set forth in Exhibit A attached hereto. The percentages of Unit Ownership interests set forth in such Exhibit A have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by a recorded amendment to this

Declaration signed by all Owners. Each of such Unit Ownership interests in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of Unit Ownership.

3. USE OF COMMON ELEMENTS IN GENERAL. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements as hereinafter provided) in common with all other Unit Owners, as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of the Unit by not only each Unit Owner, but also such Unit Owner's agents, servants, tenants, lessees, family members, customers, invitees and guests. No Unit Owner or the Condominium Association shall have the right to puncture the ceiling or floor of the parking tunnels or underground Parking Facilities which underlie any portion of the Community Area. The Condominium Association shall be responsible to the Umbrella Association for any damage to the Community Area caused by any shifting, sinking, puncturing or any movements of the Common Elements or Limited Common Elements which underlie any portion of the Community Area. Each Unit Owner, however, shall have the right to the exclusive use and possession of the Limited Common Elements assigned to such Unit as set forth on Exhibit A hereto. Such rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, the Condominium Instruments and the rules and regulations of the Board. In addition, subject to the provisions of the Condominium Instruments and the Act, the Board shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements. All income derived by the Board from leases, concessions or other sources shall be held and used for the benefit of the members of the Condominium Association pursuant to such rules and regulations as the Board may adopt or prescribe.

4. LIMITED COMMON ELEMENTS:

(a) Description of Limited Common Elements. That portion of the Common Elements which are designated as Limited Common Elements shall include, but not be limited to, the following:

- (1) any apparatus serving exclusively a single Unit;
- (2) perimeter doors and windows which serve exclusively a single Unit;
- (3) the interior surface of the perimeter walls, ceilings (including skylights) and floors which define the boundary planes of a Unit but not including any decorating, wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring and other materials constituting any part of the finished surfaces thereof;
- (4) the underground Parking Spaces assigned to each Unit as set forth in Exhibit A attached hereto;
- (5) the Storage Spaces to be assigned to each Unit;



(6) any system or component part thereof which serves any particular Unit or Units exclusively, and only to the extent that such system or component part is located outside the boundaries of the Unit or Units being served, and

(7) balconies which serve exclusively a single Unit.

(b) Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Owners at their expense in accordance with the provisions of the Act.

(c) Use of Limited Common Elements. Each Unit Owner and Occupant shall have the right to (1) the exclusive use and possession of the Limited Common Elements assigned to such Unit as set forth on Exhibit A, which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit except in accordance with this Declaration and the Act, and (2) the use and possession of the Limited Common Elements serving the Unit of such Unit Owner or Occupant in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Unit Owner and Occupant of any such other Unit to which such Limited Common Elements shall respectively appertain.

(d) Parking Space Limited Common Elements:

(1) Each Parking Space is assigned to the Unit listed in the same row as the designated Parking Space on Exhibit A. Each Unit Owner shall have, as a right and benefit appurtenant to his ownership of his Unit, the perpetual and exclusive use to park passenger automobiles in the Parking Space. Each deed, lease, mortgage, or other instrument affecting such Unit shall include the perpetual and exclusive use of the specific Parking Space so assigned and appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a Unit without also including a reference to the Parking Space appurtenant thereto shall be deemed and taken to include the said Parking Space and the perpetual and exclusive use thereof even though not expressly mentioned or described therein.

(2) Unit Owners may exchange (upon recording of an amendment to this Declaration in accordance with the Act) or lease (to another Unit Owner or an Occupant for as long as the Occupant occupies a Unit) Parking Spaces appurtenant to their Units. Any Unit Owner who has a Parking Space appurtenant to his Unit has the right to sell his Parking Space to another Unit Owner and, upon the recording of an amendment to this Declaration in accordance with Section 26 of the Act, the Parking Space shall become appurtenant to the Unit of the purchaser. No one other than the Unit Owner or an Occupant as aforesaid, shall have any interest in and to a Parking Space for any purpose, unless permission in writing is given by the Association and the Unit Owner having the perpetual and exclusive use of the Parking Space.

(3) All underground Parking Spaces and access thereto and the use thereof shall be subject to such reasonable rules and regulations as may be established by the Association.

(e) Storage Spaces. The Owners of certain Units shall have, as a right and benefit appurtenant to their ownership of a Unit, that certain Storage Space. Certain Units will not be assigned a Storage Space as certain Units have a basement which is part of their Unit and is not a Limited Common Element. Each deed, lease, mortgage, or other instrument affecting such Unit shall include the perpetual and exclusive use of the specific Storage Space so allocated and appurtenant thereto. Any deed, lease, mortgage or other instrument purporting to affect a Unit without also including a reference to the Storage Space appurtenant thereto shall be deemed and taken to include the said Storage Space and the perpetual and exclusive use thereof even though not expressly mentioned or described therein. Except as to those Units which contain basements as specified above, each Unit Owner has been assigned a Storage Space appurtenant to each Unit at the time of closing of such Unit. Access to Storage Spaces and the use thereof shall be subject to such reasonable rules and regulations as may be established by the Condominium Association.

5. DISCLAIMER OF BAILEE LIABILITY. Each Unit Owner shall be responsible for such Unit Owner's personal property located in the Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association or any Unit Owner shall be (a) considered a bailee of any personal property stored in the Common Elements (including without limitation, property located in the Parking Facility and vehicles parked in any parking area) whether or not exclusive possession of any particular area shall be given to any Unit Owner for storage or parking purposes, or (b) responsible for the security of such personal property or for any loss or damage thereto whether or not due to negligence.

#### ARTICLE IV GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. SUBMISSION TO ACT. The Property contained and described on the Plat attached as Exhibit "A" to the Declaration, and specifically incorporated by reference herein, is submitted to the provisions of the Condominium Property Act of the State of Illinois. provided, however, that the portion of Lot 45 which is described on said Exhibit "A" as attached to the Declaration shall be limited to that portion of space beneath the surface of the land as delineated by the legal description described therein, but excluding therefrom that portion which (a) lies above the highest elevation, or (b) below the lowest elevation of said Lot 45 as depicted on said Exhibit "A" as attached to the Declaration. Wherever reference is made to recording hereunder, recording with the Office of the Recorder of Deeds of Lake County, Illinois shall be deemed to have complied therewith.

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

3. EASEMENTS:

(a) Encroachments. If, (1) by reason of the construction, repair, reconstruction, settlement or shifting of the Building or any Common Element, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or (2) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners, or (3) by reason of the design or construction of any utility, heating, cooling or ventilating systems, any pipes, ducts, flues, shafts, or conduits serving more than one Unit encroach or shall hereafter encroach, upon any part of any Unit, then in any such case valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be; provided, however, in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners, or occurs due to the willful conduct of any such Unit Owner.

(b) Easements for Utilities and Additional Purposes. SBC, Commonwealth Edison Company, North Shore Gas, cable television providers, and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair, or replace, conduits, cables, pipes and wire and other equipment in, to, over, under, along and on any portion of the Common Elements (except the Limited Common Elements) for the purpose of providing the Property with utility services and cable television service, together with the reasonable right of ingress and egress from the Property for said purpose. The Board may hereafter grant other or additional easements for utility, security, and cable television purposes for the benefit of the Property over, under, along and on any portion of the Common Elements (and the Limited Common Elements), and each Unit Owner or other Person having at any time any interest in the Property hereby grants to the Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner and other Persons such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to the Board and their respective representatives, employees and contractors to enter and work in any Unit to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, flues, shafts, conduits, public utility lines, components of the communications systems, if any, or structural components, which may run through or in the floor, ceiling or walls of or in a Unit.

(c) Easements Reserved to the Association. The Property shall be subject to a perpetual easement to the Association, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration and By-Laws. Should it be necessary to enter a Unit to repair a Common Element, employees, agents and workmen shall be entitled to entrance by exhibiting to the Unit Owner an order from the Board or its agents.

(d) Easements to Run With Land. All easements and rights described in this Article IV are easements and rights appurtenant running with the land, and in perpetuity shall remain in full force and effect and inure to the benefit of each person and entity specified in this Article IV in whose favor such easement is granted, and be binding on the Property and each Unit Owner, Purchaser, mortgagee and other Person having an interest in the Property or any part thereof. Reference in the respective deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4. COMMON EXPENSES AND COMMUNITY EXPENSES:

(a) Common Expenses. Each Unit Owner shall pay his proportionate share of the Common Expenses of the Association. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as that Unit Owner's percentage of Ownership interest in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the Unit Ownership of such Unit Owner as provided in the Act.

(b) Umbrella Association Community Expenses. Each Unit Owner, shall pay that Unit Owner's proportionate share of the Umbrella Association Expenses. Such proportionate share of the Umbrella Association Community Expenses of each Unit Owner shall be in the same ratio as his Percentage of Ownership Interest in the Community Area (as defined in the Umbrella Declaration). Payment thereof shall be in such amounts and at such times as determined in the manner provided in the Umbrella Declaration and in Article IX, SubArticle VII, Section 11 of this Declaration. If any Unit Owner shall fail or refuse to make any such payment of the Community Expenses when due, the amount thereof shall constitute a lien on the Unit Ownership of such Unit Owner as provided in the Umbrella Declaration.

5. UMBRELLA ASSOCIATION:

(a) Easement Rights. The Umbrella Association, its agents and employees shall have the right of ingress and egress over and upon and under the Common Elements for any and all purposes in connection with the rights and duties of the Umbrella Association under the Umbrella Declaration, provided that the Umbrella Association, in connection with the exercise of such rights shall not (1) adversely affect the structural integrity of, or (2) cause any damage to any portion of the Common Elements. The Umbrella Association shall be responsible to the Association for any actions or activities upon the Community Area which shall cause any damage to any portion of the Common Elements, including, but not limited to, any sinking, shifting, puncturing or movement of the underground parking tunnels and Parking Facilities which underlie any portion of the Community Area.

(b) Maintenance By Umbrella Association. Under the Umbrella Declaration, the Umbrella Association shall furnish landscaping, snow removal, or other similar services with respect to the Development Area (including, but not limited to, portions of the Common Elements). Subject to the provisions of the Umbrella Declaration for the collection of the cost of such services

or to repair damage caused by an Owner or the Association, the cost of any such services shall be Community Expenses which shall be part of the Common Expenses hereunder. Notwithstanding anything to the contrary contained herein to the contrary, all landscaping maintenance, including, but not limited to, repairs, replacements, additions and improvements to the Common Elements shall be provided by the Umbrella Association.

ARTICLE V  
MAINTENANCE, REPAIRS AND REPLACEMENTS; ADDITIONS,  
ALTERATIONS AND IMPROVEMENTS

1. MAINTENANCE, REPAIRS AND REPLACEMENTS:

(a) By the Association. The Association, at its expense, shall be responsible for (1) the maintenance, repair and replacement of the Common Elements and those portions, if any, of every Unit which contribute to the support of the Building excluding, however, interior wall, ceiling and floor surfaces; (2) the maintenance, repair and replacement of those portions of the Common Elements consisting of underground Parking Facilities, tunnels for Parking Facilities, entry way monuments, and the like; (3) all exterior glass surfaces, windows, skylights, the roof, and balconies; (4) except as provided in Paragraph 1 of Article VII hereof, the maintenance, repair and replacement of all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Paragraph 2 of Article II hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under Paragraph (b) below, or any other provision of this Declaration; and (5) waste and trash removal. The maintenance, repair and replacement of the Common Elements (except as otherwise specifically provided herein) shall be furnished by the Association as part of the Common Expenses, subject to the By-Laws and rules and regulations of the Association.

(b) By the Unit Owner. Except as otherwise provided in Paragraph (a) above or Paragraph (c) below, each Unit Owner shall furnish and be responsible for, at such Unit Owner's own expense:

(1) All of the maintenance, repairs and replacements within such Unit Owner's Unit and of the doors, and screens appurtenant thereof, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, bathroom fixtures, lighting fixtures and other electrical wiring and conduits, and individual heating, cooling, and ventilating systems and equipment situated entirely within the Unit and servicing only such Unit and remote systems and equipment servicing only such Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Units, shall be furnished by the Board as part of the Common Expenses, and provided further that the Board or the Association may provide, by its rules and regulations as may be imposed from time to time, for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances therein by the Board's agents or employees as a Common Expense or as user charges pursuant to Section 8 of SubArticle VII of Article IX hereof. Each Unit Owner shall be individually responsible for

the repair maintenance and replacement of all door and window locks and hardware with respect to which such Unit Owner is entitled to the exclusive use.

(2) All of the decorating within such Unit Owner's Unit and the Limited Common Elements servicing that Unit as may be required from time to time, including, but not limited to, painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, and window decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling of the Unit, and such Unit Owner shall maintain such interior surfaces in good condition at such Unit Owner's sole expense. Such maintenance and use shall be subject to the rules and regulations of the Association as may be imposed from time to time. Except in the entry foyer, kitchen, bath, laundry and powder rooms, the only type of hard surface flooring which will be permitted for installation is wood parquet. Each Unit Owner who shall elect to install in any portion of the Unit (other than in the entry foyer, kitchen, bath, laundry and powder rooms) wood parquet floor covering shall be first required to install a sound absorbent under cushion of such kind and quality as to prevent the transmission of noise to the Unit below, if any, and shall obtain approval of the Board prior to making such installation. If such prior approval is not so obtained, or if subsequent to installation the Board determines that the installation was done improperly, or that the sound transmission exceeds the standards established by the Board, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any provisions hereof, require such Unit Owner to cover all nonconforming work with carpeting, or may require removal of such nonconforming work at the expense of the offending Unit Owner. Provided that the Board has given its prior approval, a Unit Owner may elect to install other types of hard surface floor covering (e.g., tile, slate, marble, ceramic, parquet, etc.) in the entry foyer, kitchen, bath, laundry and powder rooms. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of every respective Unit Owner. Exterior window washing shall be cleaned or washed at the expense of the Association. The use of and the covering of the interior surfaces of such windows shall at all times be white three and one-half (3 1/2") inch vertical Levelor type blinds (i.e., with both interior and exterior surfaces being white) and no other window coverings shall be permissible to be visible from the outside of the Units. In order to maintain a consistent exterior appearance of the Building no change in the color or structure of any portion of the exterior of any Unit shall be made by any Unit Owner without the prior written approval of the Board. If such approval is not obtained, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require an offending Unit Owner to return the color or structure of the exterior of the Unit to its original state at that Unit Owners sole expense.

(3) All of the maintenance, repair and replacements of the Limited Common Elements benefiting the Unit Owner's Unit, in whole or in part, shall be performed by the respective Unit Owner benefited thereby, with the following exceptions: (i) the Parking Facility; (ii) the Storage. Area; (iii) balconies and roof terraces (if existing); (iv) as otherwise directed by the Board; or (v) as otherwise provided herein. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs and replacements of the Limited Common Elements which are the responsibility of the Unit Owner and the cost thereof shall be assessed in whole or in part to Unit Owners

benefited thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of such Unit Owners, and to procure and deliver to the Board such lien waivers and contractors or subcontractors sworn statements as may be required to protect the Property from all mechanics or materialmens lien claims that may arise therefrom.

(c) Insurance. If any repair or replacement to the Common Elements (including Limited Common Elements) is made necessary by reason of any act or occurrence with respect to which insurance is maintained by the Association pursuant to Article VII hereof and for which insurance proceeds are available as provided in Paragraph 1 of Article VII hereof, the Association, at its expense, shall be responsible for the repair or replacement of such Common Elements.

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

(e) Negligence of Unit Owner. If, due to the negligent act or omission of any Unit Owner, or of a member of that Unit Owner's family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

(f) Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board as may be imposed from time to time. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Association, shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements, including, without limitation, water meter rooms located in certain Units which serve other Units as well.

(g) Cable Television System. Each Unit has been equipped with at least one outlet activated for connection to the Umbrella Association television antenna system serving the Building within which the Unit is situated, which outlet and systems are integral parts of the

Common Elements. Additional outlets for connection to the Umbrella Association television antenna system may have been installed and after such initial closing, are obtainable only from the Association and may be installed only by the firm or individual authorized by the Board or Association to make such installation, with the prior approval of the Board or the Association and the payment of any required additional fees. Unit Owners are prohibited from making any modifications or from tampering with said outlet(s) and from making any connection to the Umbrella Association television antenna system, and the Board or Association may charge any Unit Owner with the cost of locating and removing any unauthorized connections thereto and of repairing any modifications thereto.

(h) Security System. Each Unit may be equipped for connection to a security system serving the Building within which the Unit is situated, which system is an integral part of the Common Elements. Unit Owners are prohibited from making any modifications to, or tampering with, said security system, and the Board or Association may charge any Unit Owner with the cost of locating and removing any unauthorized connections thereto and of repairing any modifications thereto.

## 2. ADDITIONS, ALTERATIONS OR IMPROVEMENTS:

(a) By the Board. The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Unit Owners benefited thereby unless otherwise provided in this Article V, Paragraph 1(a) above), additions, alterations, or improvements to the Common Elements. The cost of any work to the Common Elements may be paid out of a special assessment.

(b) By the Unit Owner. Except as otherwise provided in Paragraph (a) above and Section 1 of SubArticle VIII of Article IX, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by a Unit Owner to that Unit Owner's Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written consent of the Board. The Board may (but shall not be required to) consent to the making of an addition, alteration or improvement by a Unit Owner upon the Unit Owner's agreement either (1) 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 (2) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

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

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



(3) Ratify the action taken by the Unit Owner, and the Board may, but shall not be required to, condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Paragraph 2.

(c) Payment of Mechanics Lien Claims By the Board. The Board may cause to be discharged any mechanics lien or other encumbrance which arises from labor or material furnished or supplied after the date of this Declaration and which, in the opinion of the Board may constitute a lien against the Property and/or the Common Elements, rather than a lien against a particular Unit Ownership. If all of the Unit Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the amount paid by the Board to discharge such lien and the costs and expenses (including attorneys fees) incurred by reason of such lien shall be part of the Common Expenses. If less than all the Unit Owners are responsible for the existence of any such lien against the Property and/or the Common Elements, the Unit Owners responsible for such lien shall be jointly and severally liable for the amount necessary to discharge such lien and the costs and expenses (including reasonable attorneys fees) incurred by reason of such lien.

## ARTICLE VI INSURANCE

1. TYPE OF INSURANCE. The Umbrella Association, acting through its Board, shall have the authority to and shall obtain the insurance provided for in this Article on behalf of the Association. In the event the Umbrella Association does not obtain the required insurance, then the Association, acting through the Board, shall have the authority to and shall obtain the following insurance for the Property:

(a) Property Insurance. Property insurance (1) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board of Managers, the bare walls, floors, and ceilings of the Unit, (2) providing coverage for special form causes of loss, and (3) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000, whichever is less. The insurance maintained under this subparagraph must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner.

(b) Boiler, etc.. Insurance on the Property against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Property, if any, without a coinsurance clause so long as available, in such amount as the Board shall deem desirable.

(c) General Liability Insurance. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

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

(e) Fidelity Bond, Directors and Officers Coverage:

(1) The Association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.

(2) All management companies that are responsible for the funds held or administered by the association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(3) For purposes of paragraphs (1) and (2), the fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

(4) The Board of Managers must obtain directors and officers liability coverage at a level deemed reasonable by the Board. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Declaration and By-Laws of the Association. The coverage required by this subparagraph (4) shall include, but not be limited to, coverage of: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this subparagraph (4) shall include as an insured: past, present, and future Board members while acting in their capacity as

members of the Board; the managing agent; and employees of the Board and the managing agent.

(f) Contiguous Units; Improvements and Betterments. The insurance maintained (a) must include the Units, the Limited Common Elements except as otherwise determined by the Board of Managers, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners.

(g) Deductibles. The Board of Managers may, in the case of a claim for damage to a Unit or the Common Elements, (1) pay the deductible amount as a common expense, (2) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose units the damage or cause of loss originated, or (3) require the Unit Owners of the Units affected to pay the deductible amount.

(h) Other Coverages. Such other insurance as the Board of Managers considers appropriate to protect the Association, the Unit Owners, or officers, directors, or agents of the Association.

(i) Premiums. The premium for the above described insurance shall be Common Expenses. All of such insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois. The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in this Paragraph 1 at least thirty (30) days prior to the expiration dates of the respective policies and shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

(j) Required Provisions. Property and general liability insurance policies required to be carried by the Association must include each of the following provisions:

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

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

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

2. NAMED INSUREDS:

(a) All policies of insurance of the character described herein shall (1) be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Units; (2) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property under the provisions of the Act; (3) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least thirty (30) days prior written notice to the mortgagee of each Unit; and (4) shall contain an endorsement or clause, if available, whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board or its members, managing agent, its employees and agents, and the Unit Owners and the Occupants. Policies of insurance of the character described herein may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the' period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described herein, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(b) All policies of insurance of the character described herein shall name as insureds each Unit Owner and their spouses (but as to the insurance described in such Subparagraph(c) only with respect to those. portions of the Property not reserved for their exclusive use with the exception of the Parking Facility and Storage Areas) and the Association, the Board and its managing agent, the other agents and employees of such Association, Board and managing agent. In addition, all policies of insurance of the character described in such Subparagraph (c) shall contain an endorsement or clause insuring the Association, its officers, members of the Board, the managing agent; its respective employees and agents and the Unit Owners and Occupants and shall cover claims of one or more insured parties against other insured parties.

3. PAYMENT OF LOSS. The loss, if any, under any policies of insurance of the character described in Subparagraph (a) and (b) of the preceding Paragraph 1 shall be payable, and the insurance proceeds paid on account of any such loss shall be applied and disbursed, as follows:

(a) To the Board, as trustee for each of the Unit Owners in their respective percentages of Unit Ownership in the Common Elements as established in this Declaration, in the case of any one loss, of Fifty Thousand Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit having the same vertical and horizontal boundaries as before, free from vendors', mechanics', materialmens' and other similar liens; or

(b) (b) In the case of any one loss exceeding Fifty Thousand Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to Chase Manhattan Bank, which corporation is hereby designated by the Board (the "Insurance

Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this Subparagraph (b). If Chase Manhattan Bank (or its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

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

#### 4. UNIT OWNER'S INSURANCE.

(a) Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit; and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and For his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.

(b) The Board may, under the Declaration and By-Laws or by rule, require Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or the Owner's guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner must include the deductible of the Owner whose Unit was damaged, any damage not covered by insurance required this Paragraph 1 of this Article VI, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

5. IMPROVEMENTS TO UNITS. Each Unit Owner shall be required to report all additions or alterations to such Unit Owner's Unit promptly in writing to the Board, without prior request from the Board or the managing agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and each Unit Owner shall be responsible for any deficiency in any insurance loss recovery which results from such Unit Owner's failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements made after the initial sale of the Unit unless and until such Unit Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements' satisfactory to the Board for such additional premiums and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. "Additions" or "alterations" shall include, but shall not be limited to, carpeting, special flooring, special wall covering and paneling. The insurance coverage described in this Paragraph 5 shall not be deemed to include personal property owned by the Unit Owner and not attached to the Unit.

6. WAIVER OF SUBROGATION AND RELEASE. Each Unit Owner hereby waives and releases any and all claims which such Unit Owner may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Property, if any, and its respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Units or Common and Limited 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.

7. CANCELLATION OF INSURANCE. If any insurance required under Subparagraph (a), (b) or (c) of the preceding Paragraph 1 is canceled, the Board shall be responsible for serving notice of such cancellation upon each insured thereunder.

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

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

## ARTICLE VII

### DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF PROPERTY

1. SUFFICIENT INSURANCE. If the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment thereof; provided, however if within one hundred eighty (180) days after said damage or destruction, the Unit Owners shall elect either

to sell the Property as hereinafter provided in Article VIII hereof or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. If such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit A attached hereto after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

2. INSUFFICIENT INSURANCE:

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

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any, otherwise such meeting shall be held within ninety (90) days of the occurrence. At such meeting, the Board or its representative shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction in which more than one-half (1/2) of the Units are rendered uninhabitable, upon affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease (or be proportionately reduced in case of withdrawal of a portion).

3. EMINENT DOMAIN. If any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal from the provisions of the Act of such

portion so taken may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a unit is withdrawn, the percentage of interest appurtenant to the Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest therein. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be first used to make any required repairs caused by such condemnation and the balance, if any, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease (or be proportionately reduced in case of withdrawal of a portion).

4. REPAIR, RESTORATION OR RECONSTRUCTION OF THE IMPROVEMENTS.

As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage, destruction, or taking with each Unit having the same vertical and horizontal boundaries as before.

ARTICLE VIII  
SALE OF THE PROPERTY

At a meeting duly called for such purpose, the Unit Owners by affirmative vote of Voting Members having at least seventy-five percent (75%) of the total vote, may elect to sell the Property as a whole. Within ten (10) days after the date of the Meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved, shall be entitled to receive from the proceeds of such sale an amount equivalent to the greater of: (i) the value of his or her interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner or (ii) the outstanding balance of any bona fide debt secured by the objecting Unit Owner's interest which was incurred by such Unit Owner in connection with the acquisition or refinance of the Unit Owner's interest, less the amount of any unpaid assessments or charges due and owing from such unit owner. The objecting Unit Owner is also entitled to receive from the proceeds of a sale under this provision reimbursement for reasonable relocation costs, determined in the same manner as under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended from time to time, and as implemented by regulations promulgated under that statute. If there is a disagreement as to the value of the interest of a Unit Owner who did not vote in favor of the sale of the Property, that Unit Owner shall have a right to designate an expert in appraisal or property valuation to represent him or her, in which case, the prospective purchaser



of the Property shall designate an expert in appraisal or property valuation to represent him or her, and both of these experts shall mutually designate a third expert in appraisal or property valuation. The 3 experts shall constitute a panel to determine by vote of at least 2 of the members of the panel, the value of that Unit Owner's interest in the Property. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Purchaser.

Notwithstanding the foregoing, in no event shall the Association be permitted to sell any portion of the Property without first obtaining the prior written consent of the Umbrella Association.

ARTICLE IX  
ADMINISTRATION  
BY-LAWS OF COROMANDEL CONDOMINIUM ASSOCIATION

SUB-ARTICLE I  
ADMINISTRATION

SECTION 1. ASSOCIATION. The Association has been formed prior to the recording of this Declaration as a not-for-profit corporation under the General Not-For-Profit Act of the State of Illinois and has the name COROMANDEL CONDOMINIUM ASSOCIATION. The Association shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elements (other than the portion of the Limited Common Elements which are the responsibility of a Unit Owner as provided herein) and for the other purposes specified in this Declaration. The Association shall not be deemed to be conducting business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of all Unit Owners in accordance with the provisions of this Declaration. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner and upon the transfer of his Unit Ownership, any new Unit Owner succeeding to such Unit Ownership shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein.

SECTION 2. ADMINISTRATION. The direction and administration of the Property shall be vested in the Board of Managers of the Association. The Board of Managers (Directors) of the Association shall be deemed to be the Board of Managers for the Unit Owners referred to in the Act.

SECTION 3. DUTIES AND POWERS OF THE ASSOCIATION. The duties and powers of the Association and the Board shall be those set forth in the Articles of Incorporation of the Association and this Declaration (including the By-Laws); provided, however, 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 By-Laws and such Articles of Incorporation, on the other hand.

SECTION 4. BOARD OF MANAGERS DETERMINATION BINDING. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of

interpretation or application of this Declaration or the By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

SECTION 5. LIABILITY OF THE BOARD OF MANAGERS. Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of the contracts made by the Board, or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to: (a) any matter as to which such persons are or were finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer; or (b) any matter settled or compromised, unless in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability thereunder as that Unit Owner's percentage of interest in the Common Elements. Every agreement made by the Board or by the managing agent on behalf of the Unit Owners shall provide that members of the Board or the managing agent, as the case may be, are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

## SUB-ARTICLE II MEMBERS (UNIT OWNERS)

SECTION 1. CLASSES OF MEMBERS, MEMBERSHIP AND TERMINATION THEREOF. The Association shall have one class of membership only, and nothing contained in the Condominium Instruments shall permit or allow different classes of membership among the Unit Owners. Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with any of the Property during the period of such ownership and membership in

this Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner and member arising out of, or in any way connected with, such Unit Ownership and membership and the covenants and obligations incident thereto.

## SECTION 2. VOTES AND VOTING RIGHTS.

(a) There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners ("Voting Member"). Such Voting Members shall be the Unit Owner or one of the persons included in the Unit Owner of a Unit Ownership or the beneficiary or one of the beneficiaries of a land trust which is a Unit Owner or some person (who need not be a Unit Owner) designated by such Unit Owner or beneficiary or beneficiaries to act as proxy on behalf of such Unit Owner or beneficiary or beneficiaries. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner. Any or all of the persons included in the Unit Owner of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member either in person or by proxy may vote at such meeting. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to such Unit Owner's Unit Ownership as set forth in Exhibit A attached hereto. When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Act or in the Condominium Instruments shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

(b) A Unit Owner may vote by proxy executed in writing by the Unit Owner or by such Unit Owner's duly authorized attorney in fact. The proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution.

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

(d) Where there is more than one Owner of a Unit, if only one of the multiple Owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement when any one of the multiple Owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

(e) A Unit Owner may vote by proxy executed in writing by the Unit Owner or by that Owner's duly authorized attorney in fact. The proxy must bear the date of execution. The proxy shall be invalid after eleven months from the date of its execution, unless otherwise provided in the proxy or the Condominium Instruments. To the extent the Condominium Instruments or rules adopted thereunder expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Unit Owner or the Unit Owner's proxy.

(f) In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an installment sales contract to purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board of Managers and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of an installment sales contract shall be made available to the Association or its agents. For purposes of this section "installment sales contract" shall have the same meaning as set forth in Section 5 of the Installment Sales Contract Act and Section 1(e) of the Dwelling Unit Installment Contract Act.

### SUB-ARTICLE III MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETINGS. There shall be an annual meeting of the Voting Members on the second Tuesday of November of each year at 7:30 p.m., or at such other reasonable time or date as may be designated by notice of the Board delivered to the Voting Members. One of the purposes of the Annual Meeting shall be to elect members of the Board of Managers.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Board, a majority of the Board, or by the Voting Members having twenty percent (20%) of the total votes and delivered not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

SECTION 3. NOTICE OF MEETINGS. Except as otherwise provided herein, notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such

voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting, including specific reference to any action which will require two-thirds (2/3) of the total votes of the Voting Members.

SECTION 4. PLACE AND QUORUM. Meetings of the Voting Members shall be held at the Property or at such other place in Lake County, Illinois as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Voting Members having twenty percent (20%) of the total votes shall constitute a quorum, provided that in voting on amendments to the Association's By-Laws, a Unit Owner who is in arrears on the Unit Owner's regular or separate assessments for 60 days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's By-Laws. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present at the commencement of the meeting upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. The Board may prescribe a majority of the total votes present at such meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Unit Owners or, in the absence of such rules, Roberts Rules of Order (most recent edition) shall be used.

SECTION 5. MISCELLANEOUS. No merger or consolidation of the Condominium Association, no sale, lease, exchange, or other disposition (excluding mortgage or pledge) of all, or substantially all of the property and assets of the Association, and no purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of the Unit Owners, (unless a greater percentage is otherwise provided for in this Declaration) at a meeting called for that purpose.

#### SUB-ARTICLE IV BOARD OF MANAGERS

##### SECTION 1. IN GENERAL.

(a) The direction and administration of the Property shall be vested in the Board of Managers of the Condominium Association which shall consist of five (5) persons who shall be elected at large in the manner set forth in the By-Laws.

(b) Each member of the Board shall be one of the Unit Owners; provided, however if a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board.

(c) If a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.

(d) Four (4) Board Members shall be appointed by the President of the Board to serve as Members of the Board of Directors of the Umbrella Association.

SECTION 2. ELECTION OF BOARD MEMBERS. In all elections for members of the Board, each Voting Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Upon the expiration of the terms of office of the Board members so elected, successors shall be elected for a term of two (2) years each. Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that (a) such number shall not be less than three (3); (b) the terms of at least one-third (1/3) of the persons on the Board shall expire annually; and (c) no Board member or officer shall be elected for a term of more than two (2) years but Board members or officers may succeed themselves. Members of the Board shall receive no compensation for their services. If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time.

SECTION 2-A. ABSENTEE VOTING/ELECTRONIC VOTING. In connection with Board elections, a Unit Owner may vote by proxy, except:

(a) If a rule is adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection (a), Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule; that the ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; that the deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners; that every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot; that a ballot received by the Association or its designated agent after the close of voting shall not be counted; that a Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner;

(b) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means as defined in Section 2 of the Act; instructions regarding the use of electronic means for voting shall be distributed to all Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; the deadline shall be no more than 7 days before the instructions for voting using electronic or acceptable technological means is distributed to Unit Owners; every

instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot; a Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby voiding any vote previously submitted by that Unit Owner;

(c) If a written petition by Unit Owners with at least 20% of the votes of the Association is delivered to the Board within 30 days after the Board's approval of a rule adopted pursuant to subsection (a) or subsection (b) of this SECTION 2-A, the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition; that unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

(d) Votes cast by ballot under subsection (a) or electronic or acceptable technological means under subsection (b) of this SECTION 2-A are valid for the purpose of establishing quorum.

SECTION 3. REMOVAL. Any Board member may be removed from office, at any time by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. Notice of such meeting shall state that the purpose of the meeting is to vote upon removal of one or more members of the Board named in that notice; only the named members of the Board may be removed at that meeting. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting, any subsequent annual meeting or any special meeting called for that purpose.

SECTION 4. VACANCIES. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by a vote of two-thirds (2/3) of the remaining members of the Board. Any Manager so elected or appointed by the Board to fill a vacancy shall hold office until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

SECTION 5. MEETINGS OF THE BOARD. Meetings for the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board shall meet no less than four (4) times each year. A majority of the total members on the Board shall constitute a quorum. Special meetings of the Board of Managers can be called by the President or twenty-five percent (25%) of the members of the Board.

SECTION 6. NOTICE TO MEMBERS OF BOARD OF MEETING. Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice.

## SECTION 7. OPEN MEETINGS; NOTICE TO UNIT OWNERS OF BOARD MEETING.

(a) Every meeting of the Board shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (1) discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (2) discuss the appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (3) interview a potential employee, independent contractor, or other provider of goods and services, (4) discuss violations of rules and regulations of the Association, (5) discuss a Unit Owner's unpaid share of the common expenses, or (6) consult with the Association's legal counsel. Any vote on these matters shall take place at a meeting of the Board or portion thereof open to any Unit Owner.

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

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

(d) Notice of every meeting of the Board shall be posted in entranceways, elevators, or other conspicuous places in the Condominium at least 48 hours prior to the meeting of the Board. Notice of every meeting of the Board shall also be given at least 48 hours prior to the meeting, or such longer notice as this Act may separately require, to (i) each Unit Owner who has provided the Association with written authorization to conduct business by acceptable technological means, and (ii) to the extent that the condominium instruments require, to each other Unit Owner, as required by subsection (f) of Section 18.8 of the Condominium Property Act, by mail or delivery, and that no other notice of a meeting of the Board need be given to any Unit Owner.

(e) Notwithstanding Subsection (d) above, each Unit Owner shall be served with notice, in the same manner as provided in Section 3 of Sub-Article III of Article IX hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed Annual Budget or any increase thereto, or the establishment of an assessment.

SECTION 8. GENERAL POWERS AND DUTIES OF THE BOARD. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

(a) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (a) shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an



improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board of managers, upon written petition by Unit Owners with twenty percent (20%) of the votes of the association delivered to the Board within twenty one (21) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

(b) To prepare, adopt and distribute the annual budget for the Property;

(c) To levy and expend assessments;

(d) To collect assessments from Unit Owners for both the Association and the Umbrella Association's;

(e) To provide for the employment, designation, removal, and dismissal of the personnel necessary or advisable for the maintenance, repair and replacement and operation of the Common Elements;

(f) To obtain adequate and appropriate kinds of insurance;

(g) To own, convey, encumber, lease and otherwise deal with Units conveyed to or purchased by it;

(h) To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of the Act or the Condominium Instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a unit;

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

(j) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units;

(k) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or

assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;

(l) To impose charges for late payment 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, to levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;

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

(n) To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Act;

(o) To record the granting of an easement for the laying of cable television or high speed internet cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Act, and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television or bulk high speed internet service for all of the Units of the Condominium on a bulk identical service and equal cost per Unit; and to assess and recover the expense as a Common Expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit;

(p) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;

(q) To reasonably accommodate the needs of a handicapped Unit Owner as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances, in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit.

(r) To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board or any contract entered into prior to the recording of the Declaration and to distribute the notice to the Unit Owners within 7 days of the acceptance of the service by the Board of Managers. The service shall be effective as if each individual Unit Owner had been served individually with notice.

(s) To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each Unit Owner to designate an electronic address or a U.S. Postal Service address, or both, as

the Unit Owner's address on any list of members or Unit Owners which the Association is required to provide upon request pursuant to any provision of the Act or any Condominium Instrument.

(t) To pay for water, other operating expenses, electricity, telephone, and other necessary utility service for the Common Elements (other than the Limited Common Elements which are the sole responsibility of a Unit Owner as provided herein).

(u) To pay for painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (other than the Limited 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 (other than the Limited Common Elements which are the sole responsibility of a Unit Owner as provided herein).

(v) To pay for any other materials, supplies, furniture, labor, service maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or By-Laws, which, in its opinion, shall be necessary or proper for the maintenance and operation of the Property, as a first-class condominium development or for the enforcement of the Board's rules and regulations.

(w) To pay any amount necessary to discharge any mechanics lien or other encumbrance against the Property or any part thereof which first arises after the date of this Declaration and which may in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall jointly and severally be liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners.

(x) To maintain and repair any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Property, and the Unit Owner of such Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been mailed or delivered' by the Board to said Unit Owner, or to correct any unauthorized or improperly installed improvements pursuant to Article V, paragraph 1(b)(ii) hereof, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(y) The Board or its agent, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a Common Expense.

(z) The Board's powers hereinabove enumerated and described in this Declaration shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements in accordance with the provisions of this Declaration), requiring an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) without in each case the prior approval of Voting Members having sixty-seven percent (67%) of the total votes.

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

(bb) The Board may engage the services of a professional management agent to manage the Property to the extent deemed advisable by the Board.

(cc) Nothing hereinabove shall be construed to give the Board, the Condominium Association, or the Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them, except for income producing activity incidental to the purposes of the Condominium Association.

(dd) The Board may retain the services of accountants and attorneys.

(ee) If any Unit Owner shall default in the performance of such Unit Owner's obligations hereunder, under the Act or under the rules and regulations of the Board, the Board may maintain an eviction action against such defaulting Unit Owner for the benefit of all the other Unit Owners in the manner prescribed by the Illinois Code of Civil Procedure.

(ff) To establish and maintain a system of Umbrella Association metering of public utility services and to collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

(gg) The Board of Managers may disseminate to Unit Owners biographical and background information about candidates for election to the Board if: (1) no preference is expressed in favor of any candidate; and (2) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

(hh) Any proxy distributed for Board elections shall give Unit Owners the opportunity to designate any person as the proxy holder and shall give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

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

(jj) To do all necessary federal and state tax filings as required by law.

(kk) The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as that term is defined in subdivision (a)(8)(iv) of Section 18 of the Act.

The Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within 7 business days after the emergency event, and (ii) the general description of the actions to address the event within 7 days after the emergency event.

## SUB-ARTICLE V OFFICERS

SECTION 1. OFFICERS. The officers of the Association shall be a President, Vice-President, a Treasurer, and Secretary and such assistant officers as required by the Board.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Association shall be elected annually by the Board from among the members of the Board immediately following the Annual Meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3. REMOVAL. Any officer elected by the Board may be removed by a two-thirds vote of the total membership of the Board at a meeting thereof.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term by a majority vote of the remaining members at a meeting thereof.

SECTION 5. PRESIDENT. The President shall be the principal executive officer of the Board and of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Voting Members and the Board. The President may sign, with the Secretary or any other officer authorized by the Board, any deeds, mortgages, contracts or other instruments as provided in the Act which the Board has authorized to be executed and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time. The President shall also be the designated officer of the Association to execute amendments to Condominium Instruments as provided for in the Act and the Condominium Instruments. The President shall appoint any four (4) of the Managers of the Association (including himself) to serve as Directors of the Umbrella Board.

SECTION 6. VICE-PRESIDENT. The Vice-President shall be the assistant principal executive officer of the Board and the Association and shall, in the absence, inability or refusal to act of the President, take all actions of the President in President's absence, inability or refusal to act.

SECTION 7. TREASURER. The Treasurer and/or assistant treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, have charge and custody of and be responsible for the financial records and books of account of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board, and, in general, perform all the

duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him by the President or the Board.

SECTION 8. SECRETARY. The Secretary and/or assistant secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the corporation, if any, the execution of which on behalf of the corporation is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board. The Secretary shall also be the designated officer of the Association to mail and receive any notices directed to or from the Board.

#### SUB-ARTICLE VI BOOKS AND RECORDS

#### SECTION 1. RECORDS OF THE ASSOCIATION — AVAILABILITY FOR EXAMINATION.

(a) In addition to the provisions contained herein, the managing company or the Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their First Mortgagees and their duly authorized agents or attorneys:

- (1) the Association's Declaration, By-Laws and plats of survey, and all amendments of these;
- (2) the rules and regulations of the Association, if any;
- (3) if the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;
- (4) minutes of all meetings of the Association and its Board of Managers for the immediately preceding seven (7) years;
- (5) all current policies of insurance of the Association;
- (6) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
- (7) a current listing of the names, addresses, e-mail addresses, telephone numbers and weighted vote of all Owners entitled to vote;
- (8) ballots and proxies related to ballots for all matters voted on by the Unit Owners of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Managers; and

(9) the books and records for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts, expenditures, and accounts;

(10) any reserve study.

(b) Any Unit Owner shall have the right to inspect, examine, and make copies of the records described in subparagraphs (1), (2), (3), (4), (5), (6), (9) and (10) of subsection (a) of this Section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, the Unit Owner must submit a written request to the Board, or its authorized agent, stating with particularity the records sought to be examined. Failure of the Board to make available all records so requested within ten (10) business days of receipt of the Unit Owner's written request shall be deemed a denial.

Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraphs (1), (2), (3), (4), (5), (6), (9) and (10) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association.

(c) Except as otherwise provided in subsection (e) of this Section, any Unit Owner shall have the right to inspect, examine, and make copies of the records described in subdivisions (7) and (8) of subsection (a) of this Section, in person or by agent, at any reasonable time or times but only for a purpose that relates to the Association, at the Association's principal office. In order to exercise this right, a Unit Owner must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined. As a condition for exercising this right, the Board or authorized agent of the Association may require the Unit Owner to certify in writing that the information contained in the records obtained by the Unit Owner will not be used by the Unit Owner for any commercial purpose or for any purpose that does not relate to the Association. As used in this Section, "commercial purpose" means the use of any part of a record or records described in subdivisions (7) and (8) of subsection (a) of this Section, or information derived from such records, in any form for sale, resale, or solicitation or advertisement for sales or services. The Board may impose a fine in accordance with item (l) of Section 18.4 of the Act upon any person who makes a false certification. Subject to the provisions of subsection (g) of this Section, failure of the Board to make available all records so requested within 10 business days of receipt of the Unit Owner's written request shall be deemed a denial; provided, however, that the Board that has adopted a secret ballot election process as provided in Section 18 of the Act shall not be deemed to have denied a Unit Owner's request for records described in subdivision (8) of subsection (a) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting Unit Owner within 10 business days of receipt of the member's written request. Any Unit Owner who prevails in an enforcement action to compel examination of records described in subdivision (7) or (8) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association only if the court finds that the Board acted in bad faith in denying the Unit Owner's request.

(d) The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall be charged by the Association to the requesting Unit Owner. If a Unit Owner requests copies of records requested under this Section,

the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting Unit Owner.

(e) Notwithstanding the provisions of subsection (c) of this Section, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its Unit Owners:

(1) documents relating to appointment, employment, discipline, or dismissal of Association employees;

(2) documents relating to actions pending against or on behalf of the Association or its Board of Managers in a court or administrative tribunal;

(3) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Managers in a court or administrative tribunal;

(4) documents relating to common expenses or other charges owed by a Unit Owner other than the requesting Unit Owner; and

(5) documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a Unit Owner other than the requesting Unit Owner.

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

SECTION 2. DELEGATION. The Board may delegate the responsibility for maintaining the records described in Section 1 above, and for the examination and copying thereof, to a management agent engaged pursuant to Section 8(bb) of Sub-Article IV of Article IX.

SECTION 3. UNIT OWNER ACCOUNT. Upon ten (10) days written notice to the Board, and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

## SUB-ARTICLE VII ASSESSMENTS-MAINTENANCE FUND

### SECTION 1. PREPARATION OF ESTIMATED BUDGET.

(a) Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, supplies, and other items which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for adequate Reserves including, without limitation, amounts to maintain a capital reserve, and shall on or before November 15, notify each Unit Owner in writing as to the amount of such estimate with itemization thereof and containing each Unit Owner's respective assessment and Community Assessment; provided, however, that such Annual Budget together with an indication of which portions are intended for Reserves, capital expenditures or repairs or payment of real estate taxes shall be furnished to each



Unit Owner at least twenty-five (25) days prior to its adoption by the Board. The Annual Budget shall also take into account the net available cash income for the year derived from the operation or use of the Common Elements. Subject to the provisions of Paragraphs 1b) of Article V hereof and Section 6 of this Sub-Article VII, said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit A attached hereto.

(b) (1) Each Unit Owner shall receive notice, in the same manner as provided for in the Act for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

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

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

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

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

(v) The Board of Managers may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (iii) and (iv), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

(c) On or before January 1 of the ensuing year, and the first of each and every month of said year, every Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessments made pursuant to Section 1(c). Any assessments not paid when due shall bear interest at the highest legal contract rate of interest then permitted in Illinois calculated from the date said assessments were due to the date of payment thereof.

(d) On or before April 1 of each calendar year following the initial meeting, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred or paid, together with an indication of which portions were for Reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures, plus Reserves. Such accounting shall be prepared by a certified public accountant. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section 2 of this SubArticle VII.

SECTION 2. CAPITAL RESERVE SUPPLEMENTAL BUDGET. The Condominium Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). The Board shall 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. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains unallocated. If the "estimated cash requirement" proves inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental Budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental Budget shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental Budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

SECTION 3. REVISIONS OF BUDGET. At any time that the estimated cash requirement for the annual Budget for the calendar year is subsequently determined by the Board to be inadequate, the Board shall have the right to revise the annual Budget provided for in Section 1 of this Sub-Article VII, provided however, that such revised annual Budget shall be furnished to each Unit Owner at least twenty-five (25) days prior to its adoption by the Board.

SECTION 4. FAILURE TO PREPARE ANNUAL BUDGET. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary Reserves, as herein provided whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owners shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until a new monthly maintenance payment, shall have been duly adopted and effective.

SECTION 5. STATUS OF COLLECTED FUNDS. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as

may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments or user charges) shall be deemed to be held for the benefit, use and account of all Unit Owners in the percentages set forth in Exhibit A.

SECTION 6. USER CHARGES. The Board may establish, and each Unit Owner shall pay, user charges to defray the expenses of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner, except for balconies, roof terraces, if any, skylights, the underground Parking Facilities and Storage Areas, which are Common Expenses as provided in Article V, Paragraph 1(a) hereof. Such expenses may include, without limitation, charges for such other services and facilities provided, to Unit Owners which should not be reasonably allocated among all the Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 6 and the Board may elect to treat all or any portion thereof as Common Expenses.

SECTION 7. NONUSE AND ABANDONMENT. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of the Units.

SECTION 8. FORBEARANCE OF ASSESSMENTS. Neither the Board nor the Condominium Association shall have the authority to forbear the payment of assessments by any Unit Owner.

SECTION 9. UMBRELLA ASSOCIATION ASSESSMENT. The Umbrella Declaration provides that the Umbrella Association shall submit an invoice to the Association for the annual Umbrella Association assessment or other charges or payments, together with such interest and costs which are attributable to all Units and the Association shall be responsible for prompt payment of the invoice to the Umbrella Association. The Board shall collect the assessment or other charges or payments, together with such interest and costs which are levied by the Umbrella Association, which assessment and other charges shall be due and payable and shall be paid on or before the 1st day of the fiscal year to the Association on behalf of the Umbrella Association by the Unit Owner. The Association shall have the responsibility of paying all assessments or other charges or payments, together with such interest and costs which are collected on behalf of the Umbrella Association by the Association. The Association shall segregate and maintain the Umbrella Association assessments or other charges or payments, together with such interest and costs which accrue in a special account maintained for that purpose ("Umbrella Association Assessment Account").

SECTION 10. UTILITIES. Each Unit Owner shall promptly pay when due the cost for all telephone, television cable, electricity and other utilities, which are separately metered or billed to such Unit Owner or for the Unit owned by such Unit Owner, by the utility company furnishing such utility. Utilities for the Property which are not separately metered or billed shall be part of the Common Expenses and shall be paid by the Board.

SUB-ARTICLE VIII  
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be owned, occupied and used subject to the following covenants and restrictions:

SECTION 1. GENERAL. Every Unit or any two or more adjoining Units used together shall be used for housing and related common purposes for which the Property was designed and for no other purpose. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford ingress and egress to and from such adjoining Units; provided, however, that (a) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements, (b) the Unit Owner shall furnish to the Board not less than ten (10) days prior to the date the Unit Owner desires to commence such work, plans detailing the work to be done, (c) the Board consents to the performance of such work (which it shall not be obligated to do), (d) the expense of such alterations shall be paid in full by the Unit Owner making such alterations, and (e) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alteration in the event such Units cease to be used together. Alterations to other portions of the Common Elements shall be governed by Article V hereof. In no event shall a garage or enclosed Parking Facility be used as a living space or area.

SECTION 2. OBSTRUCTION OF COMMON ELEMENTS AND UNIT MAINTENANCE. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior written consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and the Limited Common Elements assigned to his Unit (except as otherwise set forth in this Declaration).

SECTION 3. PROHIBITED USE.

(a) General. Nothing shall be done or kept in any Unit, or in the Common Elements, which will increase the rate of insurance on any of the Buildings or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in a Unit, or in the Common Elements, which will result in the cancellation of insurance on the Building or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories, or equipment to the heating or plumbing system, without prior written consent of the Board.

(b) Unit Owner Insurance. Each Unit Owner shall be responsible for insurance on such Unit Owner's personal property in such Unit Owner's Unit, personal property stored elsewhere on the Property and personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.

(c) Exterior Attachments. Unit Owners shall not cause or, permit anything to be placed on the outside walls of any of the Buildings and no sign, awning, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or roof of any such Buildings, or any part thereof, without the prior written consent of the Board.

(d) Window Treatment. The use and the covering of the interior surface of the glass windows and/or doors appurtenant to the Units shall at all times be white three and one-half inch (3-1/2") vertical Levelor type blinds (i.e., with both interior and exterior surfaces being white) and no other window coverings shall be permissible to be visible from the outside of the Units.

(e) Floor Coverings. Except in the entry foyer, kitchen, bath, laundry, and powder rooms, the only type of hard surface flooring which will be permitted for installation is wood parquet. Each Unit Owner who shall elect to install in any portion of his Unit (other than in the entry foyer, kitchen, bath, laundry and powder rooms) wood parquet floor covering shall be first required to install a sound absorbent under cushion of such kind and quality as to prevent the transmission of noise to the Unit below, if any, and shall obtain approval of the Board prior to making such installation. If such prior approval is not so obtained, or if subsequent to installation the Board determines that the installation was done improperly, or that the sound transmission exceeds the standards established by the Board, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any provision hereof, require such Unit Owner to cover all nonconforming work with carpeting, or may require removal of such nonconforming work, at the expense of the offending Unit. Owner. Provided that the Board has given its prior approval, a Unit Owner may elect to install other types of hard surface floor covering (e.g., tile, slate, marble, ceramic, parquet, etc.) in the entry foyer, kitchen, bath, laundry and powder rooms.

(f) Pets. No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that domestic dogs or cats not to exceed two (2) in total may be kept in the Units, subject to rules and regulations adopted by the Board, and provided that they are not kept, bred, or maintained for any commercial purpose. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board and the decision of the Board shall be final.

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

(h) No Unsightly Uses.

(1) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Unit, the Common Elements or Limited Common Elements nor shall any boats, snowmobiles, motorcycles, recreational vehicles, motor homes or trucks be stored or parked upon any portion of the Common Elements (including, without limitation, any private roads or streets).

(2) No automobiles shall be parked on any Common Elements (including, without limitation, grass and other landscape areas) except those Common Elements designated as parking areas.

(3) Each Unit and the Common Elements shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be permitted thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

(4) The Board may authorize any vehicles parked in violation of any parking regulations issued in connection with the Common Elements to be towed away and any such towing charge shall become a lien upon the Unit of the Unit Owner of the vehicle in the same manner as provided hereof for nonpayment of Assessments.

(5) No pools, spas, screened porches, decks, satellite dishes, fences, walls, birdbaths, statues, structures or permanent installations of any kind or nature shall be installed on any Unit or Common Elements, except that any installations made by the Developer shall be permitted.

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

(7) Home occupations which are businesses or occupations of the type which comply with the standards which are set forth in Section 2.03, A-D and Section 2.04 of the Village of Deerfield Zoning Ordinance as an accessory use in the R-5 General Residence Zoning District as defined in the Village of Deerfield Zoning Ordinance and also comply with all other regulations of the Village of Deerfield shall be permitted. No other industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on or in any Unit, except with written consent of the Board and the Umbrella Association Board. Notwithstanding the foregoing, the above restrictions shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of this Section.

(8) There shall be no obstruction in the driveways or other portions of the Common Elements, nor shall ready access to a Parking Facility, garage or entrance to a Unit be obstructed or impeded in any manner.

(9) Except as constructed or altered by or with the permission of the original developer of the property, nothing shall be altered in or removed from the Common Elements except upon the written consent of the Board. All landscaping shall be maintained as installed by the Developer and no changes or alterations to the landscaping shall be permitted except upon the written consent of the Board and the Umbrella Association Board.

(10) Nothing shall be stored on any Limited Common Elements (in particular balconies) at any time, except patio furniture, plants or portable gas or charcoal grills. All such items must be removed from the Limited Common Elements in winter and their use shall be subject to the rules and regulations of the Board.

(11) Except as required to be permitted by law or governmental regulation, no television antenna, radio receiver or transmitter or other similar device shall be attached to or installed on any portion of any Unit or the Common Elements. Without limiting the foregoing, the provisions of this paragraph shall not apply to the Umbrella Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Property.

(12) The Board shall have the right at its sole discretion, for aesthetic or other reasons, to require removal of any items installed or placed by any Unit Owner or Occupant on any Common Element or Limited Common Element, and the Board may issue such rules and regulations appropriate to implement the provisions of this paragraph.

(i) Leases.

(1) No Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. Any lease of a Unit for less than one (1) year shall be deemed to be a lease for transient or hotel purposes. Unit Owners shall be permitted to lease their Units, but not less than the entire Unit, on such terms and conditions as the Unit Owners may deem advisable, subject to the provisions of this Section, and all such leases shall be in writing. The provisions of the Act, the Declaration, 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 to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the Condominium Instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

(2) Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units is prohibited, except as hereinafter provided:

(i) Those Units that were leased as of December 6, 2002 may be leased until such time as the Unit is sold or otherwise transferred. A copy of any current lease must be on file with the Board.

(ii) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease a Unit to a specified lessee for a period of not more than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be subject to the Declaration, By-Laws and rules and regulations governing the Association.

(3) Paragraph (2) above shall not apply to the rental or leasing of units to the immediate family members of the Owner. For purposes of this Section, "immediate family members" shall include the parents, children and siblings of an Owner.

(4) The Board shall have the right to lease any Association owned Units or any Unit of which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

(j) Garage Sales. No "garage sales" shall be held on any part of the Property except upon the written consent of the Board.

(k) Reserved.

## SUB-ARTICLE IX REMEDIES

SECTION 1. VIOLATIONS. Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth in Section 2 of this SubArticle IX:

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to Paragraphs 1(b), 1(e) and 2(b) of Article V, Sub-Article VII of Article IX, or other provisions of this Declaration, for thirty (30) days after written notice of such nonpayment shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to cure such failure if such Unit Owner has been given three (3) or more notices pursuant to this Section 1(a) during the twelve month period immediately preceding such failure.

(b) Violation or breach by a Unit Owner (or any Occupant of that Owner's Unit) of any provision, covenant or restriction of the Act, this Declaration, the By-Laws, any contractual obligation to the Board or Association undertaken by such Unit Owner, or any rule or regulation promulgated by the Board, and the continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to correct such violation or breach if such Unit Owner has been given three or more notices pursuant to this Section 1(b) during the twelve (12) month period immediately preceding such violation or breach.



SECTION 2. REMEDIES. Upon the occurrence of any one or more of the events described in the above Section 1, the Board shall have the following rights and remedies:

(a) The Board shall have the right to possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner (in the manner set forth in Paragraph 2 of Article XII, hereof), by maintaining an action for eviction against such defaulting Unit Owner for the benefit of all the other Unit Owners in the manner prescribed by the Illinois Code of Civil Procedure.

(b) For a violation or breach described in the above Section 1(b), the Board have the right: (1) to enter that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate, or remedy, by a proceeding at law or in equity, the continuance of any such violation or breach.

(c) Upon the occurrence of one of the events described in the' above Section 1(a), including without limitation, failure by a Unit Owner to pay his percentage share of Common Expenses and Umbrella Association Community Expenses or user charges, the Board shall have a lien on the Unit of such Unit Owner in the amount of any sums due from such Unit Owner; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as provided in Paragraph 1(a) of Article X relating to mortgages, the lien provided for in this Section 1(c) shall not be affected by any transfer of title to the Unit Ownership. However, the transferee of a Unit Ownership shall be liable for a share of any sums with respect to which a lien against that Unit Ownership has been extinguished pursuant to the preceding sentence, which are reallocated among the Unit Owners pursuant to subsequently adopted annual revised or special assessment and nonpayment thereof by such transferee shall result in a lien against the transferee's Unit Ownership as provided in this Section 1(c).

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

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or Occupant of a Unit, as permitted by law, including, without limitation, an action: (1) to foreclose a lien against the Unit Ownership; (2) for damages; injunctive relief, or specific performance; (3) for judgment, or for the payment of money and the collection thereof; (4) for any combination of the remedies set forth in this Sub-Article IX; or (5) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration, the By-Laws, any contractual obligation to the Board or Association undertaken by such Unit Owner, or in the rules and regulations promulgated by the Board may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to exercise any such rights or remedies to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

(f) Upon the occurrence of one of the events described in the above Section 1(a), the Board may accelerate the maturity of the remainder of installments of Common Expenses and Umbrella Association Community Expenses due from such defaulting Unit Owner for the balance of the assessment year.

(g) All expenses incurred by the Board in connection with the exercise of its rights and remedies under this Sub-Article IX, including without limitation, court costs, reasonable attorneys fees and all other fees and expenses, and all damages, together with interest thereon, at the highest legal contract rate of interest then permitted in Illinois until paid, shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of such Unit Owner's respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of such Owner's personal property within the Unit or located elsewhere on the Property.

SECTION 3. ENFORCEMENT BY UNIT OWNER. Any aggrieved Unit Owner may enforce the provisions of this Declaration, the By-Laws, or any rules and regulations promulgated by the Board by an action at law or in equity.

#### SUB-ARTICLE X RESALE OF UNITS

In the event of the resale of any unit by a Unit Owner, and within ten (10) business days after the written request by such Unit Owner, the Board shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, not to exceed the maximum amount prescribed by the Act, for providing such information.

#### SUB-ARTICLE XI REQUIREMENTS OF THE UMBRELLA DECLARATION

SECTION 1. IN GENERAL. The terms used in this Sub-Article, if not defined in this Declaration, shall have the meanings set forth in the Umbrella Declaration. The provisions of this Declaration shall be subject to the provisions of the Umbrella Declaration and in the event of any

conflict between the provisions of this Declaration and the provisions of the Umbrella Declaration, the provisions of the Umbrella Declaration shall prevail, except as otherwise required by the Act.

SECTION 2. COMMUNITY ASSESSMENTS. The Umbrella Declaration provides that the Umbrella Association shall submit an invoice to the Association for the Community Assessment or other charges or payments, together with such interest and costs which are attributable to all Units and the Association shall be responsible for prompt payment of the invoice to the Umbrella Association. The Board shall collect the Community Assessment or other charges or payments, together with such interest and costs which are levied by the Umbrella Association, which Community Assessment and other charges shall be due and payable on or before the 1st day of each month to the Association on behalf of the Umbrella Association by the Unit Owner. The Association shall have the responsibility of paying all Community Assessments or other charges or payments, together with such interest and costs which are collected on behalf of the Umbrella Association to the Umbrella Association. The Association shall segregate and maintain the Umbrella Association Community Assessments or other charges or payments, together with such interest and costs which accrue in a special account maintained for that purpose ("Umbrella Association Assessment Account"). [DUPLICATE OF SUB-ARTICLE VI, PARAGRAPH 9]

SECTION 3. EASEMENT RIGHTS. The Umbrella Association, its agents and employees, shall have the, right of ingress and egress over and upon the Common Elements for any and all purposes in connection with the rights and duties of the Umbrella Association under the Umbrella Declaration. [PARTIAL DUPLICATE OF ARTICLE IV, PARAGRAPH 5(a)]

SECTION 4. MAINTENANCE BY UMBRELLA ASSOCIATION. Under the Umbrella Declaration, the Umbrella Association shall furnish landscaping maintenance, snow removal, waste removal (if not individually contracted by the Association, or other similar services with respect to the Community Area (including, without limitation, those portions of the Community Area which are part of the Common Elements). Subject to the provisions of the Umbrella Declaration for the collection of the cost of such services to repair damage caused by Unit Owner or the Association, the cost of any such services shall be Community Expenses and shall not be Common Expenses hereunder. [PARTIAL DUPLICATE OF ARTICLE IV, PARAGRAPH 5(b)]

SECTION 5. INSURANCE PROCURED BY UMBRELLA ASSOCIATION. The Association hereby irrevocably delegates to the Umbrella Association the power and authority to negotiate for and procure on behalf of the Association all insurance which the Association is authorized or obligated to obtain under the terms of this Declaration and the premiums therefore shall be part of the Common Expenses hereunder.

SECTION 6. COMMUNITY AREA AND COMMON ELEMENTS. Anything herein to the contrary notwithstanding, all maintenance, repairs, replacements, additions and improvements and landscaping to the Community Area and any landscaping on the Common Elements shall be furnished by the Umbrella Association and not the Association.

SECTION 7. DISSOLUTION OF UMBRELLA ASSOCIATION. If the Umbrella Association is dissolved and its powers, duties and obligations are transferred to the Association as permitted under the Umbrella Declaration, then to the extent permitted by the Act, the provisions

of the Umbrella Declaration shall govern, and the Condominium Association shall have and exercise the powers, rights, duties and obligations of the Umbrella Association as provided therein.

ARTICLE X  
MISCELLANEOUS MORTGAGE PROVISIONS

The following provisions are intended for the benefit of every holder of a first mortgage upon a Unit, and to the extent that such provisions conflict with any other provisions of this Declaration, the following provisions shall control (unless otherwise required by the Act):

1. NOTICES.

(a) The Association shall furnish every first mortgagee of a Unit with a notice of any default, not cured within thirty (30) days, by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration. Any first mortgagee of a Unit who comes into possession of or obtains title to the said Unit pursuant to the remedies provided in the mortgage, or by foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, to the extent permitted by law, shall acquire such Unit free of any claims for unpaid assessments or charges in favor of the Association which accrue prior to the time such acquiring party comes into possession of or obtains title to the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit).

(b) The Association shall furnish every first mortgagee of a Unit with notice of any damage to or destruction or taking of the Common Elements if such damage, destruction or taking exceeds Ten Thousand Dollars (\$10,000.00); provided, however, that if damage shall occur to a Unit in excess of One Thousand Dollars (\$1,000.00) then notice of such damage shall also be given to the holder of the first mortgage on' such Unit.

2. REQUESTS. Upon request in writing to the Board or the Association, every first mortgagee of a Unit shall have the right:

(a) To examine the books and records of the Association during normal business hours.

(b) To receive any annual audited or unaudited financial statements which are prepared by or for the Association.

(c) To receive notices of all meetings of the Association and to designate a representative to attend all such meetings.

(d) To receive notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws contained therein or Articles of Incorporation.

(e) To receive a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner.

3. INSURANCE PROCEEDS/CONDEMNATION AWARDS. In the event of (a) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Property or (b) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceeding with respect to any part of the Property, any such distribution shall be made to the Unit Owners and their respective mortgagees, as their interests may appear, and no Unit Owner or other party shall be entitled to priority over the 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 Property or to restore what remains of the Property after condemnation or taking by eminent domain of a part of the Property.

4. RESERVES. There shall be included in every annual assessment levied by the Association (but not as a special assessment) an amount sufficient to establish a reasonable Reserve fund for the replacement of the Common Elements, for operations and for contingencies, together with the reserve required by the Umbrella Association pursuant to the provisions of the Umbrella Declaration. To determine the amount of reserves appropriate for the Association, the Board of Managers shall take into consideration the following:

- (a) the repair and replacement cost, and the estimated useful life, of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and Common Elements, and energy systems and equipment;
- (b) the current and anticipated return on investment of Association funds;
- (c) any independent professional reserve study which the Association may obtain;
- (d) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund reserves; and
- (e) the ability of the Association to obtain financing or refinancing.

5. PROHIBITIONS.

(a) Unless the first mortgagees of two-thirds (2/3) of the individual Units have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

(1) Seek, by act or omission, the abandonment or termination of the condominium regime except for abandonment or termination as provided for by the Act in the event of substantial loss to the Units and/or the Common Elements.

(2) Change the pro-rata interest or obligations of any Unit Owner for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for determining the pro-rata share of ownership of each Unit Owner in the Common Elements.

(3) Change the pro-rata interest or obligations of any Unit Owner for the purpose of determining the pro-rata share of ownership of each Unit Owner in the Common Elements.

(4) Partition or subdivide any Unit.

(5) Seek, by act or omission, the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Unit Owners shall not be deemed an encumbrance or transfer within the meaning of this clause.

(6) Use hazard insurance proceeds from losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by statute in case of substantial loss to the Units and/or the Common Elements.

(b) Notwithstanding the foregoing, such prior written approval by first mortgagees shall not be required by the Developer in connection with the matters contained in above Paragraph 5(a).

(c) The mortgagee or lienholder of record is deemed to have approved or consented to the Association's request for approval or consent unless the mortgagee or lienholder of record delivers a negative response to the Association within sixty (60) days after the mailing of the request. A request to approve or consent to an amendment to the Condominium Instruments that is required to be sent to a mortgagee or lienholder of record shall be sent by certified mail.

6. EMINENT DOMAIN. If any Unit, or any portion thereof, or if the Common Elements, or any portion thereof, is made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Unit shall be entitled to timely notice of any such proceeding or proposed acquisition and no provision of this Declaration shall entitle any Unit Owner or other party, to priority over such first mortgage with respect to the distribution to such Unit of the proceeds of any award or settlement.

## ARTICLE XI TRANSFER OF A UNIT

1. UNRESTRICTED TRANSFERS. A Unit Owner may, without restriction under the Declaration, sell, give, devise, or otherwise transfer the entire Unit of such Unit Owner. Notice of any such unrestricted transfer shall be given to the Board, in the manner provided in this Declaration for the giving of notices, within five (5) days following consummation of such transfer. Leases of a Unit are subject to the provisions of Article IX, Sub-Article VIII, Section 3 Sub-Paragraph (i) of this Declaration.

2. MISCELLANEOUS.

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

(b) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article XI, for the purpose of implementing and effectuating said provisions.

## ARTICLE XII GENERAL PROVISIONS

1. LIENS. If, as a result of work expressly authorized by the Board, a mechanics lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of such Unit's proportionate share of any due and payable indebtedness.

2. NOTICE TO BOARD, ASSOCIATION AND UNIT OWNER. Notices provided for in this Declaration and in the Act shall be in writing. Notices to a Unit Owner may be delivered to such Unit Owner personally or by mail addressed to such Unit Owner's Unit. Notices to the Board or the Association may be personally delivered to any member of the Board or officer of the Association or mailed to such member or officer at such member's or officer's Unit. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to such Unit Owner by giving written notice of such Unit Owner's change of address to the Board or Association. Notices addressed and mailed to the Board or Association as above shall be deemed delivered when such notice is deposited in a U.S. mailbox or in such Board member or Association officer's mailbox in the building in which the Unit is located or upon receipt thereof in the case of personal delivery.

3. NOTICE TO DECEDENT. Notice required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at the address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

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

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

6. AMENDMENT, CHANGE, MODIFICATION, OR RESCISSION. The provisions of this Paragraph 6 may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged and approved by the Board and all of the Unit Owners and all mortgagees having

bona fide liens of record against any of the Unit Ownerships. Except for amendments to this Paragraph 6, and except as elsewhere provided in this Declaration, and except as provided in the Act, the provisions of this Declaration may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed and acknowledged by the Board and approved by the Unit Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and approved by any mortgagees required under the Condominium Instruments and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Recorder of Deeds of Lake County, Illinois.

7. INVALIDITY. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

8. PERPETUITIES AND RESTRAINTS. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision; (b) the rules restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful decedents of George [H. W.] Bush, President of the United States.

9. CONSTRUCTION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development.

10. HEADINGS AND GENDER. The heading and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles and Paragraphs to which they apply. The word "his" whenever used in this Declaration shall include the masculine, feminine and neuter pronouns.

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



EXHIBIT A  
LEGAL DESCRIPTION  
AND PLAT OF SURVEY

Lots 1 through 10, both inclusive, in Coromandel Resubdivision, of part of the South half of the Northwest quarter and the Southwest quarter of Section 23, Township 43 North, Range 12, East of the Third Principal Meridian, in Lake County, Illinois; which survey is attached as Exhibit "A", to the Declaration of Condominium recorded July 13, 1995 as Document 3694991 in the Recorders Office of Lake County, Illinois. (Plat of Survey was recorded as Exhibit A to the original Declaration as Document #3694991)  
Commonly known as 351-442 Kelburn Rd., Deerfield, Illinois.

Building Number	Unit Number	Percentage of Interest	Assigned Parking Space (Limited Common Elements)	PINs
351	111	0.19	3541	16-33-305-022
351	112	0.27	3533	16-33-305-023
351	113	0.48	3501, 3502	16-33-305-024
351	114	0.23	3539	16-33-305-025
351	115	0.38	3509, 3510	16-33-305-026
351	116	0.27	3532	16-33-305-027
351	211	0.18	3515	16-33-305-034
351	212	0.25	3503	16-33-305-035
351	213	0.42	3506, 3507	16-33-305-036
351	214	0.21	3513	16-33-305-037
351	215	0.34	3504, 3505	16-33-305-038
351	216	0.25	3535	16-33-305-039
351	311	0.19	3514	16-33-305-046
351	312	0.26	3531	16-33-305-047
351	313	0.44	3536, 3537	16-33-305-048
351	314	0.22	3540	16-33-305-049
351	315	0.35	3508, 3538	16-33-305-050
351	316	0.26	3534	16-33-305-051
352	121	0.19	3549	16-33-305-028
352	122	0.27	3518	16-33-305-029
352	123	0.49	3519, 3520	16-33-305-030
352	124	0.23	3516, 3635	16-33-305-031
352	125	0.38	3511, 3512	16-33-305-032
352	126	0.27	3524	16-33-305-033
352	221	0.18	3542	16-33-305-040
352	222	0.26	3547	16-33-305-041
352	223	0.44	3543, 3544	16-33-305-042
352	224	0.21	3528	16-33-305-043
352	225	0.34	3522, 3523	16-33-305-044
352	226	0.25	3526	16-33-305-045
352	321	0.18	3529	16-33-305-052
352	322	0.27	3521	16-33-305-053

Building Number	Unit Number	Percentage of Interest	Assigned Parking Space (Limited Common Elements)	PIN
352	323	0.45	3517, 3527	16-33-305-054
352	324	0.22	3548	16-33-305-055
352	325	0.35	3545, 3546	16-33-305-056
352	326	0.26	3525	16-33-305-057
361	111	0.19	3629	16-33-305-058
361	112	0.27	3607	16-33-305-059
361	113	0.48	3602, 3603	16-33-305-060
361	114	0.23	3631	16-33-305-061
361	115	0.38	3611, 3612	16-33-305-062
361	116	0.27	3624	16-33-305-063
361	211	0.18	3601	16-33-305-064
361	212	0.25	3605	16-33-305-065
361	213	0.42	3608, 3609	16-33-305-066
361	214	0.21	3630	16-33-305-067
361	215	0.34	3639, 3640	16-33-305-068
361	216	0.25	3632	16-33-305-069
361	311	0.19	3628	16-33-305-070
361	312	0.26	3606	16-33-305-071
361	313	0.44	3636, 3637	16-33-305-072
361	314	0.22	3604	16-33-305-073
361	315	0.35	3633, 3634	16-33-305-074
361	316	0.26	3610	16-33-305-075
362	121	0.19	3626	16-33-305-076
362	122	0.27	3620	16-33-305-077
362	123	0.47	3622, 3623	16-33-305-078
362	124	0.23	3649	16-33-305-079
362	125	0.38	3613, 3614	16-33-305-080
362	126	0.27	3645	16-33-305-081
362	221	0.18	3648	16-33-305-082
362	222	0.25	3642	16-33-305-083
362	223	0.41	3615, 3641	16-33-305-084
362	224	0.21	3625	16-33-305-085
362	225	0.34	3618, 3619	16-33-305-086
362	226	0.25	3647	16-33-305-087
362	321	0.19	3627	16-33-305-088
362	322	0.26	3621	16-33-305-089
362	323	0.43	3616, 3617	16-33-305-090
362	324	0.22	3638	16-33-305-091
362	325	0.35	3643, 3644	16-33-305-092
362	326	0.26	3646	16-33-305-093
371	121	0.56	3721, 3722	16-33-305-097
371	122	0.54	3707, 3727	16-33-305-098

Building Number	Unit Number	Percentage of Interest	Assigned Parking Space (Limited Common Elements)	PIN
371	123	0.39	3730, 3731	16-33-305-099
371	124	0.30	3723, 3724	16-33-305-100
371	221	0.52	3705, 3706	16-33-305-101
371	222	0.51	3725, 3726	16-33-305-102
371	223	0.36	3732, 3733	16-33-305-103
371	224	0.28	3701, 3702	16-33-305-104
371	321	0.53	3728, 3729	16-33-305-105
371	322	0.52	3710, 3711	16-33-305-106
371	323	0.37	3703, 3704	16-33-305-107
371	324	0.29	3708, 3709	16-33-305-108
372	111	0.28	3734	16-33-305-109
372	112	0.52	3717, 3718	16-33-305-110
372	113	0.35	3735, 3736	16-33-305-111
372	114	0.31	3742, 3743	16-33-305-112
372	211	0.26	3712	16-33-305-113
372	212	0.46	3738, 3739	16-33-305-114
372	213	0.33	3740, 3741	16-33-305-115
372	214	0.29	3744, 3745	16-33-305-116
372	311	0.26	3737	16-33-305-117
372	312	0.48	3713, 3714	16-33-305-118
372	313	0.34	3715, 3716	16-33-305-119
372	314	0.30	3719, 3720	16-33-305-120
381	111	0.19	3821	16-33-305-121
381	112	0.27	3835	16-33-305-122
381	113	0.46	3840, 3841	16-33-305-123
381	114	0.22	3844	16-33-305-124
381	115	0.37	3833, 3834	16-33-305-125
381	116	0.27	3847	16-33-305-126
381	211	0.18	3850	16-33-305-127
381	212	0.25	3819	16-33-305-128
381	213	0.40	3836, 3837	16-33-305-129
381	214	0.20	3843	16-33-305-130
381	215	0.33	3817, 3818	16-33-305-131
381	216	0.25	3846	16-33-305-132
381	311	0.18	3849	16-33-305-133
381	312	0.25	3820	16-33-305-134
381	313	0.42	3814, 3839	16-33-305-135
381	314	0.22	3848	16-33-305-136
381	315	0.35	3815, 3816	16-33-305-137
381	316	0.26	3845	16-33-305-138
382	121	0.19	3803	16-33-305-139
382	122	0.26	3806	16-33-305-140

Building Number	Unit Number	Percentage of Interest	Assigned Parking Space (Limited Common Elements)	PIN
382	123	0.47	3822, 3823	16-33-305-141
382	124	0.23	3825	16-33-305-142
382	125	0.38	3831, 3832	16-33-305-143
382	126	0.27	3813	16-33-305-144
382	221	0.18	3801	16-33-305-145
382	222	0.25	3807	16-33-305-146
382	223	0.42	3826, 3827	16-33-305-147
382	224	0.21	3804	16-33-305-148
382	225	0.34	3811, 3812	16-33-305-149
382	226	0.25	3830	16-33-305-150
382	321	0.18	3802	16-33-305-151
382	322	0.26	3805	16-33-305-152
382	323	0.44	3828, 3829	16-33-305-153
382	324	0.22	3824	16-33-305-154
382	325	0.35	3809, 3810	16-33-305-155
382	326	0.26	3808	16-33-305-156
391	111	0.28	3940	16-33-305-157
391	112	0.53	3917, 3918	16-33-305-158
391	113	0.36	3941, 3942	16-33-305-159
391	114	0.31	3923, 3924	16-33-305-160
391	211	0.26	3912	16-33-305-161
391	212	0.47	3919, 3920	16-33-305-162
391	213	0.33	3921, 3922	16-33-305-163
391	214	0.29	3925, 3926	16-33-305-164
391	311	0.27	3943	16-33-305-165
391	312	0.49	3913, 3914	16-33-305-166
391	313	0.35	3915, 3916	16-33-305-167
391	314	0.31	3944, 3945	16-33-305-168
392	121	0.48	3927, 3928	16-33-305-169
392	122	0.56	3907, 3933	16-33-305-170
392	123	0.40	3936, 3937	16-33-305-171
392	124	0.31	3929, 3930	16-33-305-172
392	221	0.54	3905, 3906	16-33-305-173
392	222	0.52	3931, 3932	16-33-305-174
392	223	0.38	3938, 3939	16-33-305-175
392	224	0.29	3901, 3902	16-33-305-176
392	321	0.55	3934, 3935	16-33-350-177
392	322	0.53	3910, 3911	16-33-305-178
392	323	0.39	3903, 3904	16-33-305-179
392	324	0.31	3908, 3909	16-33-305-180
401	111	0.28	4042	16-33-308-106
401	112	0.53	4037, 4038	16-33-308-107

Building Number	Unit Number	Percentage of Interest	Assigned Parking Space (Limited Common Elements)	PIN
401	113	0.36	4023, 4024	16-33-108-108
401	114	0.31	4013, 4014	16-33-108-109
401	211	0.26	4043	16-33-108-110
401	212	0.47	4019, 4020	16-33-108-111
401	213	0.33	4010, 4041	16-33-108-112
401	214	0.29	4021, 4022	16-33-108-113
401	311	0.27	4040	16-33-108-114
401	312	0.49	4008, 4009	16-33-108-115
401	313	0.35	4015, 4016	16-33-108-116
401	314	0.31	4017, 4018	16-33-108-117
402	121	0.29	4030	16-33-108-118
402	122	0.28	4035	16-33-108-119
402	123	0.30	4004	16-33-108-120
402	124	0.34	4011, 4012	16-33-108-121
402	125	0.31	4005	16-33-108-122
402	126	0.33	4001	16-33-108-123
402	221	0.27	4002	16-33-108-124
402	222	0.27	4026	16-33-108-125
402	223	0.28	4027	16-33-108-126
402	224	0.32	4033, 4034	16-33-108-127
402	225	0.29	4028	16-33-108-128
402	226	0.30	4032, 4039	16-33-108-129
402	321	0.28	4025	16-33-108-130
402	322	0.27	4036	16-33-108-131
402	323	0.28	4003	16-33-108-132
402	324	0.33	4006, 4007	16-33-108-133
402	325	0.30	4029	16-33-108-134
402	326	0.32	4031	16-33-108-135
411	121	0.19	4121	16-33-108-030
411	122	0.27	4135	16-33-108-031
411	123	0.46	4140, 4141	16-33-108-032
411	124	0.22	4144	16-33-108-033
411	125	0.37	4133, 4134	16-33-108-034
411	126	0.27	4147	16-33-108-035
411	221	0.18	4150	16-33-108-036
411	222	0.25	4119	16-33-108-037
411	223	0.40	4136, 4137	16-33-108-038
411	224	0.20	4143	16-33-108-039
411	225	0.33	4117, 4118	16-33-108-040
411	226	0.25	4114	16-33-108-041
411	321	0.18	4149	16-33-108-042
411	322	0.25	4120	16-33-108-043

Building Number	Unit Number	Percentage of Interest	Assigned Parking Space (Limited Common Elements)	PIN
411	323	0.42	4138, 4139	16-33-108-044
411	324	0.22	4148	16-33-108-045
411	325	0.35	4115, 4116	16-33-108-046
411	326	0.26	4145	16-33-108-047
412	111	0.19	41.03	16-33-108-048
412	112	0.26	4122	16-33-108-049
412	113	0.47	4123, 4146	16-33-108-050
412	114	0.23	4125	16-33-108-051
412	115	0.38	4131, 4132	16-33-108-052
412	116	0.27	4113	16-33-108-053
412	211	0.18	4101	16-33-108-054
412	212	0.25	4107	16-33-108-055
412	213	0.42	4128, 4129	16-33-108-056
412	214	0.21	4102	16-33-108-057
412	215	0.34	4111, 4112	16-33-108-058
412	216	0.25	4130	16-33-108-059
412	311	0.18	4104	16-33-108-060
412	312	0.26	4105	16-33-108-061
412	313	0.43	4126, 4127	16-33-108-062
412	314	0.22	4124	16-33-108-063
412	315	0.35	4109, 4110	16-33-108-064
412	316	0.26	4108	16-33-108-065
421	111	0.28	4232, 4106	16-33-108-206
421	112	0.52	4215, 4216	16-33-108-207
421	113	0.35	4233, 4234	16-33-108-208
421	114	0.31	4236, 4237	16-33-108-209
421	211	0.26	4210	16-33-108-210
421	212	0.46	4240, 4241	16-33-108-211
421	213	0.33	4238, 4239	16-33-108-212
421	214	0.29	4242, 4243	16-33-108-213
421	311	0.26	4235	16-33-108-214
421	312	0.48	4211, 4212	16-33-108-215
421	313	0.34	4213, 4214	16-33-108-216
421	314	0.30	4217, 4218	16-33-108-217
422	121	0.33	4219	16-33-108-191
422	123	0.51	4227, 4228	16-33-108-192
422	124	0.34	4203, 4204	16-33-108-193
422	125	0.30	4222	16-33-108-194
422	126	0.31	4221	16-33-108-195
422	221	0.31	4226	16-33-108-196
422	223	0.49	4229, 4230	16-33-108-197
422	224	0.31	4220, 4208	16-33-108-198

Building Number	Unit Number	Percentage of Interest	Assigned Parking Space (Limited Common Elements)	PIN
422	225	0.27	4206, 4225	16-33-108-199
422	226	0.29	4205	16-33-108-200
422	321	0.33	4231	16-33-108-201
422	323	0.48	4223, 4224	16-33-108-202
422	324	0.33	4201, 4202	16-33-108-203
422	325	0.28	4209	16-33-108-204
422	326	0.29	4207	16-33-108-205
431	111	0.19	4337	16-33-108-077
431	112	0.27	4348, 4302	16-33-108-184
431	113	0.47	4321, 4349	16-33-108-078
431	114	0.23	4347	16-33-108-092
431	115	0.38	4313, 4314	16-33-108-185
431	116	0.29	4346	16-33-108-186
431	211	0.18	4335	16-33-108-079
431	212	0.25	4336	16-33-108-080
431	213	0.41	4316, 4317	16-33-108-101
431	214	0.21	4315	16-33-108-098
431	215	0.34	4339, 4340	16-33-108-081
431	216	0.27	4345	16-33-108-102
431	311	0.19	4338	16-33-108-082
431	312	0.26	4344	16-33-108-093
431	313	0.43	4341, 4342	16-33-108-094
431	314	0.22	4343	16-33-108-083
431	315	0.35	4319, 4320	16-33-108-084
431	316	0.26	4318	16-33-108-103
432	121	0.19	4334	16-33-108-085
432	122	0.29	4333, 4322	16-33-108-190
432	123	0.48	4303, 4304	16-33-108-086
432	124	0.23	4332	16-33-108-087
432	125	0.38	4311, 4312	16-33-108-187
432	126	0.29	4350	16-33-108-188
432	221	0.18	4309	16-33-108-088
432	222	0.27	4327	16-33-108-189
432	223	0.42	4305, 4306	16-33-108-099
432	224	0.21	4330	16-33-108-089
432	225	0.34	4323, 4324	16-33-108-095
432	236	0.25	4307	16-33-108-104
432	321	0.19	4310	16-33-108-090
432	322	0.26	4301	16-33-108-096
432	323	0.44	4308, 4328	16-33-108-105
432	324	0.22	4331	16-33-108-091
432	325	0.35	4325, 4326	16-33-108-097

Building Number	Unit Number	Percentage of Interest	Assigned Parking Space (Limited Common Elements)	PIN
432	326	0.26	4329	16-33-108-100
441	111	0.19	4451	16-33-108-153
441	1 12	0.30	4447, 4448	16-33-108-154
441	113	0.56	4419, 4420	16-33-108-155
441	115	0.49	4411, 4412	16-33-108-156
441	116	0.28	4449, 4450	16-33-108-157
442	121	0.19	4440	16-33-108-168
442	122	0.27	4432,4433	16-33-108-169
442	123	0.56	4401, 4402	16-33-108-170
442	125	0.49	4409, 4410	16-33-108-171
442	126	0.28	4435	16-33-108-172
441	211	0.18	4429	16-33-108-158
441	212	0.29	4423, 4424	16-33-108-159
441	213	0.50	4415, 4416	16-33-108-160
441	215	0.47	4445, 4446	16-33-108-161
441	216	0.26	4427	16-33-108-162
442	221	0.18	4414	16-33-108-173
442	222	0.26	4439	16-33-108-174
442	223	0.44	4404, 4405	16-33-108-175
442	224	0.21	4434	16-33-108-176
442	225	0.34	4441, 4442	16-33-108-177
442	226	0.26	4403	16-33-108-178
441	311	0.18	4428	16-33-108-163
441	312	0.30	4421, 4422	16-33-108-164
441	313	0.51	4443, 4444	16-33-108-165
441	315	0.49	4417, 4418	16-33-108-166
441	316	0.27	4425, 4426	16-33-108-167
442	321	0.19	4413	16-33-108-179
442	322	0.27	4437, 4438	16-33-108-180
442	323	0.51	4408, 4436	16-33-108-181
442	325	0.50	4406, 4407	16-33-108-182
442	326	0.28	4430, 4431	16-33-108-183
TOTAL		100.00		

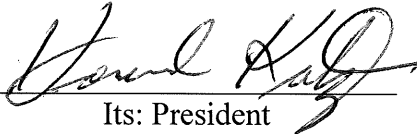


**SECTION 17 EXECUTION**

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF LAKE     )

I, Howard Katz, being the President, or other Officer authorized by the Board of Directors of the Coromandel Condominium Association, an Illinois not-for-profit corporation and condominium association established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing Second Amended, Consolidated and Restated Declaration pursuant to Section 17 of the Illinois Condominium Property Act.


Executed this 22<sup>nd</sup> day of March, 2023.

By:   
Its: President

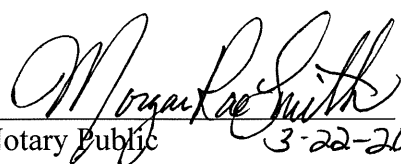
STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE         )

**AFFIDAVIT OF SECRETARY**

I, Sylvia Dresser, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers/Directors of the Coromandel Condominium Association, an Illinois condominium association and not-for-profit corporation, and as such Secretary and keeper of the books and records of said condominium, I further state that the foregoing Second Amended, Consolidated and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers/Directors of said condominium, at a meeting of the Board of Managers/Directors duly noticed and convened and held for that purpose on January 23, 2023 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect. I further state the unit owners did not file a petition with the Board of Managers/Directors within the prescribed 30-day period, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Second Amended, Consolidated and Restated Declaration.

By:   
Secretary

SUBSCRIBED AND SWORN to  
before me this 22<sup>nd</sup> day  
of March, 2023

  
Notary Public 3-22-2023 (Seal)

