

Prepared by and Mail to:

Patricia A. O'Connor  
Levenfeld Pearlstein, LLC  
Two North LaSalle Street  
Suite 1300  
Chicago, IL 60602

RE-RECORDED FOR THE SOLE  
PURPOSE OF CORRECTING A  
SCRIVENER'S ERROR ON EXHIBIT B

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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
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Karen A. Yarbrough  
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AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS  
AND BY-LAWS  
FOR  
ELIOT HOUSE  
CONDOMINIUM ASSOCIATION  
A Not-For-Profit Corporation

PIN Nos: 17-04-222-062-1001 through  
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DATE 10/28/2013 COPIES 6  
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AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP

AND OF

EASEMENTS, RESTRICTIONS, COVENANTS

AND BY-LAWS

FOR

ELIOT HOUSE CONDOMINIUM ASSOCIATION

A Not-For-Profit Corporation

This Amended and Restated Declaration is made and entered into by the Board of Directors of the Eliot House Condominium Association (the "Board").

WITNESSETH:

WHEREAS, the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Eliot House Condominium Association was recorded in the Office of the Cook County Recorder of Deeds on December 4, 1979 as Document No. 25267212, thus creating the Eliot House Condominium Association and submitting the parcel of real estate situated in Cook County, Illinois (hereinafter called the "Parcel") and legally described on the Plat, as hereinafter defined, and commonly known as 1255 North Sandburg Terrace, Chicago, Illinois, to the Illinois Condominium Property Act, 765 ILCS 605/27 (the "Act");

WHEREAS, Section 27(b)(1) of the Act provides for a procedure for amending the Declaration to bring the Declaration into compliance with the requirements of the Act, and provides that an Amended and Restated Declaration, pursuant to Section 27(b)(1) of the Act, may be adopted by a vote of two-thirds (2/3) of the members of the Board; and

WHEREAS, this Amended and Restated Declaration resolves any conflicts, comports with the requirements of the Act, and has been approved by at least two-thirds (2/3) of the members of the Board at a duly called meeting on \_\_\_\_\_.

NOW, THEREFORE, the Board and for the purposes above set forth, declares as follows:

ARTICLE I

DEFINITIONS

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

1.01 *Act.* The Condominium Property Act of the State of Illinois as amended from time to time.

1.02 *Association.* Eliot House Condominium Association, an Illinois not-for-profit corporation.

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

1.04 *Building.* The structures located on the Parcel, forming a part of the Property and containing the Units, as shown by the Plat.

1.05 *By-Laws.* The provisions for the administration of the Property, including, but not limited to, assessment, maintenance, use and occupancy, all as hereinafter set forth, or as the same may be from time to time duly amended, the same to have full force and effect, as hereinafter defined. Articles V, VI and VII hereof shall constitute the By-Laws of the Association.

1.06 *Common Elements.* All portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation, the land, foundations, walls, hallways, stairways, entrances and exits, lobby areas, Parking Area laundry room, mechanical equipment areas, storage areas, elevators, apartment designated on the Plat to be occupied by the engineer for the Building, compactor area, receiving room, the boiler room, roof, master television antenna system (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), central heating and ventilating systems servicing the Common Elements (but excluding those individual heating, cooling and ventilating systems or equipment situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, outside walks and driveways, landscaping and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat, as hereinafter defined (except references to Limited Common Elements), shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

1.07 *Common Expenses.* The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board.

1.08 *Community Common Elements.* The portions of the Common Elements of the Property which are to be administered by the Homeowner's Association, as hereinafter defined, as provided in Article XII of this Declaration and which are identified as "Community Common Elements" on the Plat.

1.09 *Condominium Instruments.* All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

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

1.11 *Homeowner's Association.* The Sandburg Village Condominium Homeowner's Association, an Illinois not-for-profit corporation, formed pursuant to the Sandburg Village Condominium Homeowner's Declaration.

1.12 *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. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively, a certain Unit or Units (but less than all of the Units) or the Owner or Owners thereof shall be deemed a Limited Common Element.

1.13 *Majority of the Unit Owners.* Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

1.14 *Meeting of the Board of Directors.* A gathering of a quorum of members of the Board held for the purpose of conducting Association business.

1.15 *Occupant.* Person or Persons, other than a Unit Owner, in possession of a Unit.

1.16 *Parcel.* The entire tract of real estate described on the Plat submitted to the provisions of the Act.

1.17 *Parking Area.* The part of the Common Elements provided for parking automobiles.

1.18 *Parking Space.* A part of the Property within the Parking Area intended for the parking of a single motor vehicle.

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

1.20 *Plat.* The plats of survey of the Parcel and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached to the originally recorded Declaration, Document No. 25267212, hereto as Exhibit A and made a part hereof and incorporated herein.

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

1.22 *Sandburg Village Condominium Homeowner's Declaration.* The Declaration of Easements, Restrictions and Covenants heretofore recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24917788, and registered in the Office of the Registrar of Titles of Cook County, Illinois as Document No. LR3085871 and LR3095449, and

all supplementary declarations made or to be made pursuant thereto, and all amendments thereof.

1.23 *Unit.* A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use, and more specifically described hereafter in Article II. "Commercial Units" mean the Units designated as such on the Plat.

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

1.25 *Unit Ownership.* A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

## ARTICLE II

### UNITS

#### 2.01 *Description and Ownership.*

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

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A as well as any pipes, ducts, flues, shafts, electrical wiring and conduits, and individual heating, cooling, and ventilation systems or equipment situated entirely within a Unit and serving only such Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A and every such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, combine or subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit A. If a Unit Owner or Unit Owners combine or subdivide his or their Units pursuant to the Act, they may, at, their own expense, locate or relocate Common Elements affected or required thereby in accordance with the Act.

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

2.03 *Real Estate Taxes.* It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act provided, however, if at any time real estate tax bills are not issued with respect to each Unit, but are instead issued on the Property as a whole, the

real estate taxes imposed on the Property shall be included in the Common Expenses assessed pursuant to this Declaration.

### ARTICLE III

#### COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

3.01 *Ownership of Common Elements.* Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated, to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached hereto. The percentages of ownership interests set forth in Exhibit B have been computed and determined in accordance with the Act, and shall remain constant and shall not be changed, except as specifically permitted under the Act or the Declaration, without unanimous written consent of all Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships or as otherwise provided in the Act. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

3.02 *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: (a) balconies serving exclusively a single Unit; (b) perimeter doors and windows which serve exclusively a single Unit; (c) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; and (d) any system or component part thereof which serves a Unit exclusively to the extent that such system or component part is located outside the boundaries of a Unit.

3.03 *Transfer of Limited Common Elements.* The use of Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the provisions of the Act.

### ARTICLE IV

#### PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.01 *Submission of Property to the Act.* The Property has been submitted to the provisions of the Condominium Property Act of the State of Illinois.

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

#### 4.03 *Easements.*

(a) *Encroachments.* In the event that (1) by reason of the construction, repair, reconstruction, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit; or (ii) by reason of 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, if by reason of the design or construction of utility and ventilation 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, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners or has been created by the Unit Owner or his agent through intentional, willful or negligent conduct.

(b) *Easements for Utilities and Additional Purpose.* AT&T, Commonwealth Edison Company 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 wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board or Association may hereafter grant other or additional easements for utility purposes and for other purposes including such easements including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted 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 the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

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

#### 4.04 *Storage and Parking Areas of the Building.*

(a) *Storage Areas.* Each Unit Owner shall be responsible for his personal property located in the storage areas of the Common Elements. The exclusive use and possession of the storage lockers in such areas shall be assigned initially to the respective Unit Owners and thereafter in such manner and subject to such rules and regulations as the Board may prescribe.

(b) *Parking Areas.* The Parking Area is a part of the Common Elements, and includes all Parking Spaces, and all ramps, entrances, exits, fixtures, equipment and associated facilities. The Board or the Association may allocate Parking Spaces on such basis at such fees as the Board or Association deems appropriate (which fees may include short-term charges for guests, employee and other transient parking) and may prescribe such rules and regulations with respect to the Parking Area as it may deem fit, and may either operate the Parking Area itself or lease or license the Parking Area for operation by others upon such terms as the Board or the Association may approve. There is hereby reserved in the Parking Area nine (9) parking spaces for use by the owners of condominium units in Carl Sandburg Village Condominium No. 3. Such parking spaces shall be subject to such, rules and regulations as shall be applicable generally to the Parking Area, including the payment of fees not in excess of those required to be paid by owners utilizing the Parking Area. Easements of ingress, egress and access over and across the Common Elements for the purpose of utilizing the parking spaces reserved herein are hereby declared and granted for the benefit of owners of condominium units in Carl Sandburg Village Condominium No. 3. In addition, the owners of townhouse units located in real estate legally described in Exhibit C attached hereto ("Townhouse Units") shall have the right to use twenty-two (22) parking spaces upon the same basis and pursuant to the same rules and regulations as applicable to Unit Owners. Easements of ingress, egress and access over and across the Common Elements for the purpose of utilizing the parking spaces are hereby declared and granted for the benefit of Owners of the Townhouse Units.

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

(a) *General.* Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements, if any, serving such Unit alone or with adjoining Units. Such rights to use the Common Elements, and the Limited Common Elements, including the Parking Area, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

(b) *Guest Privileges.* The aforescribed rights shall extend to the Unit Owner and the members of the immediate family and authorized guests and other authorized Occupants and visitors of the Unit Owner, subject to reasonable rules and regulations with respect thereto.



The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the By-Laws and rules and regulations of the Board as may be imposed from time to time.

(c) *Disclaimer of Bailee Liability.* Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor Unit Owner shall be considered a bailee of any personal property stored in the Common Elements (including property located in storage lockers and vehicles parked in the Parking Area), whether or not exclusive possession of any particular areas shall be given to any Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

(d) *Wine Storage Area.* There is hereby granted to the owner of the property legally described on Exhibit D attached hereto ("Supermarket Property") and its successors the right to the use and possession of the existing storage area in the garage as delineated on Exhibit A attached hereto for, the purpose of storing wine ("Wine Storage area"). The responsibility for the maintenance and repair of the Wine Storage Area shall be borne by the owners of the Supermarket Property, including the cost of any utilities used in connection therewith. Easements of ingress, egress and access over and across the Common Elements for the purpose of utilizing the Wine Storage Area described herein are hereby declared and granted for the benefit of the owner of the Supermarket Property.

#### 4.05 *Maintenance, Repairs and Replacements.*

(a) *By the Association.* The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Building excluding, however, interior wall, ceiling and floor surfaces. In addition, the Association shall maintain, repair and replace all pipes, wires, conduits, ducts, flues, shafts and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 2.02 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under subparagraph (b) below, or any other provision of this Declaration. Maintenance, repairs and replacements of the Common Elements (except as specifically provided herein) shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the By-Laws or 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 his own expense:

(i) All of the maintenance, repairs and replacements within his own Unit and of the doors and hopper windows and frames and screens appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures, plumbing fixtures or installations, and any pipes, ducts, flues, shafts, electrical wiring and conduits, and individual heating, cooling, and ventilating system or equipment situated entirely within the Unit and 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 Buildings' personnel as a Common Expense or as user charges pursuant to Section 6.06 hereof.

(ii) All of the decorating within his own Unit and the Limited Common Elements servicing his Unit as may be required from time to time, including, but not limited to, painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling of his Unit, and such Unit Owner shall maintain such interior surfaces in good condition at his sole expense. Such maintenance and use shall, be subject to the rules and regulations of the Board or Association as may be imposed from time to time. Except with respect to improvements in place as of April 12, 1979, each Unit Owner who shall elect to install in any portion of his Unit (other than in bath and powder rooms) hard surface floor covering (i.e., tile, slate, ceramic, parquet, etc.) shall be first required to install a sound absorbent undercushion 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, 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 such Unit Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Unit Owner. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Buildings, shall be subject to the rules and regulations of the Board as may be imposed from time to time.

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

(c) In the event that any repair or replacement to the Common Elements (including Limited Common Elements) is made necessary by reason of any act or occurrence for which insurance is maintained by the Board pursuant to Section 5.08 hereof and for which insurance proceeds are available as provided in Section 8.01 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 shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, but the

Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board or Association for any work (such as certain exterior window cleaning, or 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 by the Board or the Association.

4.07 *Negligence of Unit Owner.* If, due to the negligent act or omission of a Unit Owner, or a member of his 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.

4.08 *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 Building, 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.

4.09 *Master Television Antenna System.* Each Unit has been equipped with at least one outlet activated for connection to the master television antenna system serving the Buildings, which outlet and systems are integral parts of the Common Elements. Additional outlets for connection to the master television antenna system 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 to or tampering with said outlet and from making any connections to the master 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.

4.10 *Additions, Alterations or Improvements.*

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

(b) Except as otherwise provided in Section 7.01(a) hereof, 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 his Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by

the Board hereunder) without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

- (1) Require the Unit Owner to remove the addition, alteration or improvement and restore the Property to its original condition, all at the Unit Owner's expense; or
- (2) If the Unit Owner refuses or fails to properly perform the work required under (1), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- (3) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

## ARTICLE V

### ADMINISTRATION

5.01 *Administration of Property.* The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board" or the "Board of Managers"), which shall consist of nine (9) persons who shall be elected in the manner hereinafter set forth. The Board shall be deemed to be the "Board of Managers" for the Unit Owners referred to in the Act. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust, or other legal entity, shall be eligible to serve as a member of the Board. If a director fails to meet such qualifications during his term, he shall thereupon cease to be a director, and his place on the Board shall be deemed vacant.

5.02 *Association.* The Association has been formed as a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Illinois, having the name ELIOT HOUSE CONDOMINIUM ASSOCIATION and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner and upon the transfer of his ownership interest the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein and shall have only one class of membership.

5.03 *Voting Rights.* There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known

(and hereinafter referred to) as a "voting member". Such voting member may be the Unit Owner or one of the group who compose the Unit Owner of a Unit Ownership, or be some person designated by such Unit Owner to act as proxy on his or their behalf which person must be a Unit Owner. Such designation 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 designator. Any or all Unit Owners may be present at any meeting of the voting members and (those constituting a group acting as a single voting member) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit B, except as otherwise provided in this Section 5.03. At any time, in the event that thirty percent (30%) or less of the total number of Units control in excess of fifty percent (50%) of the total votes of the Association, any provision herein which requires a vote by Unit Owners holding a certain percentage of the total vote shall require, in lieu thereof, that the percentage required be based on the number of Units rather than the percentage of the votes allocable to Units pursuant to their respective percentage of ownership in the Common Elements. The Board may adopt such other rules and regulations governing the voting rights of the Unit Owners, including voting by mail, provided that such rules and regulations are not in contravention of the Act or the General Not-For-Profit Corporation Act of the State of Illinois and shall not eliminate or decrease voting rights of any Unit Owner. Furthermore, notwithstanding anything contained herein to the contrary, except where such voting conflicts with the terms of the Act or the General Not-For-Profit Corporations Act of the State of Illinois, at any time hereunder where a vote of the Unit Owners is required, such voting shall be based upon the number of votes cast at that meeting rather than the total number of votes held by all Unit Owners.

#### 5.04 *Meetings.*

(a) *Quorum.* Meetings of the voting members shall be held at the Property or at such other place in Cook 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. 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 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* shall be used.

(b) *Annual Meeting.* There shall be an annual meeting of the voting members on the first Tuesday of November at 7:30 P.M., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the voting members.

(c) *Special Meetings.* Special meetings of the voting members may be called at any time after the initial meeting provided for in Section 5.04(b) hereof for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose provided, however, that the following matters shall require the approval of voting members having not less than two thirds (2/3) of the total votes: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate on behalf of all

Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by twenty percent (20%) of the voting members and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted 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.

5.05 *Notices of Meetings.* Except as otherwise provided herein, notices of meetings of the voting members 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) days and no more than thirty (30) days prior to the date fixed for such meeting and shall state the date, time, place and purpose of such meeting.

5.06 *Board of Directors.*

(a) In all elections for members of the Board, each voting member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The election and term of office as between candidates receiving the same number of votes shall be determined by lot. Members of the Board shall be elected for a term of two (2) years each. The 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 (i) such number shall not be less than five (5); (ii) the terms of at least one-third (1/3) of the persons on the Board shall expire annually and (iii) no Board member nor officer shall be elected for a term of more than two (2) years but that officers and Board members may succeed themselves. Members of the Board shall receive no compensation for their service. Any vacancy on the Board may be filled by appointment by two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt provided, however, that (i) each Unit Owner shall be entitled to notice, in the same manner as provided in Section 5.05 hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened; and (ii) the Board shall meet no less than four (4) times each year. A majority of the total number of members on the Board shall constitute a quorum.

(b) The Board shall elect from among its members for the term of one (1) year (i) a President who shall preside over both its meeting and those of the voting members and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto as provided herein and in the Act, (ii) Secretary who shall keep the minutes of all meetings of the Board and

of the voting members and who shall, in general, perform all the duties incident to the office of the Secretary, (iii) a Treasurer to keep the financial records and books of account, and (iv) such additional officers as the Board shall see fit to elect. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by a vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

(c) Any Board member may be removed by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

(d) 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.

(e) All meetings of the Board shall be open to attendance by any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee; or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. However, any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film or other means. The Board may prescribe reasonable rules to govern the rights to make such recordings. Notices of such meetings, except where otherwise provided, shall be mailed not later than forty-eight (48) hours prior to such meeting unless a written waiver of such notice is signed by the Unit Owner entitled to such notice prior to the convening of such meeting. Copies of notices of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places in the Condominium at least forty-eight (48) hours prior to the meeting.

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

(a) The Board may engage the services of an agent to manage the portions of the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board, provided, however, that any agreement for professional management, except as hereinafter provided, shall provide for termination for cause by the Association upon thirty (30) days' written notice and shall have a term not to exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

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

(c) The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is

responsible or to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units.

(d) The Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations of, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration or unless required for emergency repair, protection or operation of the Common Elements), requiring an expenditure in excess of Seventy-Five Thousand Dollars (\$75,000.00) (in 1979 dollars) without in each case the prior written approval of Unit Owners owning two-thirds (2/3) of the total ownership interest in the Common Elements.

The foregoing limitation on Capital expenditures shall be increased each year by the percentage of increase by which the Consumer Price Index in January of each year exceeds the Consumer Price Index for January, 1980. For purposes of this, Section 5.07(d) the term "Consumer Price Index" means the "Consumer Price Index for the City of Chicago, Urban Wage Earners and Clerical Workers, All Workers, All Items," as published by the United States Department of Labor Bureau of Labor Statistics. The base period for comparison of the Consumer Price Index shall be the index for January, 1980. The Consumer Price Index for any calendar year thereafter shall be determined by the index for January of that year. If the manner in which such Consumer Price Index is determined by the Bureau of Labor Statistics shall be substantially revised, including, without limitation, a change in the base (100) index-year, an adjustment shall be made in such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if, the Consumer Price Index had not been so revised. If the Consumer Price Index shall become unavailable to the public because publication is discontinued, or otherwise, the Board may substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency, or if no such index shall be available, then a comparable index published by a major bank or other financial institution or a university or a recognized financial publication.

(e) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board. The managing agent of the Property may be authorized to execute those documents required to enable it to perform its duties under its management agreement.

(f) The Board may adopt reasonable 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. Notice of the meeting shall contain the full text of the proposed rules and regulations. No quorum is required at such meeting of Unit Owners.

(g) The Board by a vote of at least two-thirds (2/3) of the persons on the Board shall have the authority to lease or to grant licenses, concessions and contracts with respect to any part of the Common Elements, including but without limitation leases and/or licenses relating to the laundry room, all upon such terms as the Board deems appropriate.

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



(i) The Board shall have the power to bid for and purchase any Unit Ownership (or interest therein) at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act; or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than sixty-six and two-thirds percent (66-2/3%) in the aggregate of the undivided ownership of the Common Elements which consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit Ownership or interest therein.

(j) The Board shall have the power to exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in this Declaration or the Act.

(k) Subject to the provisions of Section 4.06(b)(iii) and Section 6.01 hereof, the Board for the benefit of all the Unit Owners shall acquire and shall pay out of the maintenance fund hereinafter provided for, the following:

(i) Operating expenses of the Common Elements, including water, electricity, gas and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units. In the event certain utilities for individual Units are not individually metered, such bills shall be forwarded to and paid by the respective Unit Owners.

(ii) Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such services shall be Common Expenses.

(iii) Painting, cleaning, outside window washing, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the hallway and perimeter doors appurtenant thereto, and repair of hopper windows and frames and screens which the Unit Owners shall paint, clean, decorate, maintain and repair, nor including the Community Common Elements which shall be the responsibility of the Homeowner's Association) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(iv) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for, pursuant to the terms of this Declaration and By-Laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first-class condominium development or for the enforcement of the restrictions contained herein.

(v) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall

be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners.

(vi) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the Building, and if a Unit Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(vii) Services provided by the Association on behalf of all Unit Owners as provided in the Carl Sandburg Village Condominium Homeowner's Declaration.

#### 5.08 *Insurance.*

(a) The Board shall have the authority to and shall obtain insurance for the Property as follows:

(i) Insurance on the Property, including the Units, the Common Elements and the Limited Common Elements, and except as otherwise determined by the Board, the bare walls, floors and ceilings of the Unit, against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof, less deductibles but including coverage for the increased costs of construction due to building code requirements at the time the insurance is purchased and at each renewal date. The "full insurable replacement cost" of the Property, including the Units and the Common Elements, shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements, Units, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. The cost of any and all such appraisals shall be Common Expenses.

(ii) Insurance on the Property (exclusive of the Parcel and excavations, foundations and footings) against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Property, without co-insurance clause so long as available, in such amount as the Board shall deem desirable.

(iii) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Unit Owner, occurring in, on or about the Property or upon, in or about the streets and passageways and other areas adjoining the Property, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable (but in no event for less than One Million Dollars (\$1,000,000.00) with respect to liability for personal injury or property damage arising out of a single accident), and insuring the Board, the Association, the managing agent and their respective employees and agents and all persons acting as agents.

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

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

(vi) A fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Unit Owners in the maximum amount of coverage available to protect the funds in the custody or control of the Association, plus the Association reserve fund.

(vii) Such other insurance (including insurance with respect to officers' and directors' liability) in such reasonable amounts as the Board shall deem desirable.

(viii) 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 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.

(ix) The Board must obtain directors' and officers' liability coverage at a level deemed reasonable by the Board. Directors' and officers' liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not-for-Profit Corporation Act of 1986 or the Declaration and By-Laws of the Association.

The premiums for the above described insurance, except as otherwise provided in this Section 5.08, shall be Common Expenses.

(b) All insurance provided for in this Section 5.08 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois.

(c) All policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.08: (i) shall name the Board as trustees for the Unit Owners in the percentages established in Exhibit B to this Declaration and shall also name as an assured the Insurance Trustee described in subparagraph 5.08(f)(ii), as the respective interests of all of such assureds may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit. Policies of insurance of the character described in clause (1) of Paragraph (a) of this Section 5.08 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of

standard mortgage clause endorsements under the policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.08, 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.

(d) All policies of insurance of the character described in clauses (iii), (iv), (v), (vi) and (vii) of Paragraph (a) of this Section 5.08 shall name as assureds each Unit Owner (but as to the insurance described in Section 5.08 (a) (iii) hereof, only with respect to those portions of the Property not reserved for their exclusive use) and the Association, Board and its managing agent, and the other agents and employees of such Association, Board and managing agent. In addition, all policies of insurance of the character described in clause (iii) of Paragraph (a) of this Section 5.08 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, their respective employees and agents and the Unit Owners and Occupants and shall cover, claims of one or more insured parties against other insured parties.

(e) 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 Paragraph (a) of this Section 5.08 at least thirty (30) days prior to the expiration date 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.

(f) The loss, if any, under any policies of insurance of the character described in clauses (i) and (ii) in Paragraph (a) of this Section 5.08 shall be payable, and the insurance proceeds paid, on account of any such loss shall be applied and disbursed as follows:

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

(ii) In the case of any one loss exceeding Fifty Thousand Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to Bank of America to act as trustee for the Board (the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this subparagraph (ii). If Bank of America (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 and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the 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.

(g) 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 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.

(h) Each Unit Owner shall be required to report all additions or alterations to his Unit promptly in writing to the Board, without prior request from the Board or the management agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and he shall be responsible for any deficiency in any insurance loss recovery from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements 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 mean property attached to the Unit and not readily removable without damage to the Unit, including but not limited to, carpeting, special floor, special wall covering and paneling. The insurance coverage described in this paragraph (h) of Section 5.08 shall not be deemed to include personal property owned by the Unit Owner and not attached to the Unit.

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

5.09 *Cancellation of Insurance.* The Board shall be responsible, in the event any insurance required under Section 5.08(a)(i), (ii) or (iii) is cancelled, for serving notice of such cancellation upon any person insured thereunder.

5.10 *Liability of the Board of Directors.* Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions

of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, 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 his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners 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.

## ARTICLE VI

### COMMON EXPENSES - MAINTENANCE FUND

6.01 *Preparation of Estimated Budget.* Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for adequate reserves including, without limitations 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 reasonable itemization thereof and containing each Unit Owner's respective assessment provided, however, that such annual budget shall be furnished to each Unit Owner at least thirty (30) 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 Section 4.06(b)(iii), 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 B attached hereto. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this paragraph. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 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 fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the 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. 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 ratification as provided herein. An "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. 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 maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. 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 6.02 hereof.

6.02 *Capital Reserve—Supplemental Budget.* The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). 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. In determining the appropriate amount of reserves, the Board may also consider the current and anticipated return on investment of Association funds, the financial impact on Unit Owners and the market value of Units of any assessment increase and the ability of the Association to obtain financing. 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 non-recurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year. At least thirty (30) days prior to the adoption by the Board of any supplementary budget, copies of the supplementary budget shall be furnished to each Unit Owner and the Board shall provide written notice, at least ten (10) days, but not more than thirty (30) days, prior to any Board meeting where such supplemental budget is adopted. 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. Any such separate assessment which would result in an increase in assessments exceeding 115% of the prior year's assessments will be subject to the same Owner ratification vote as set forth in Section 6.01.

6.03 *Failure to Prepare Annual Budget.* The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until

the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.04 *Books and Records.* The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any 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.

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

- (1) The Association's Declaration, By-Laws and Plats of Survey and all amendments of these;
- (2) The rules and regulations of the Association;
- (3) ~~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 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 and weighted vote of all members entitled to vote;
- (8) Ballots and proxies related to ballots for all matters voted on by the members of the Association for the immediately preceding twelve (12) months, including, but not limited to, the election of members of the Board; and
- (9) The books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including, but not limited to, itemized and detailed records of all receipts and expenditures.

Any member shall have the right to inspect, examine and make copies of the records described in subparagraphs (1), (2), (3), (4) and (5), in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board or its authorized agent, stating with particularity the records sought to be examined. A member shall have the right to inspect, examine, and make copies of the records described in subparagraphs (6), (7), (8) and (9) of this section, in person or by agent, at any reasonable time or times, but only for a proper purpose at the Association's



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

(d) Without the prior consent of the Board, Unit Owners shall not cause or permit anything to be placed on the outside walls of the Buildings and no sign, awning, canopy, shutter, radio or television antenna affixed to or placed upon the exterior walls or roof of any part thereof and Unit Owners shall not cause or permit the enclosure (either partially or entirely) of any exterior portions of the Building.

(e) In order to enhance the sound conditioning of the Building, the floor covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations of the Board.

(f) No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements except that dogs and cats or other usual household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or ~~creating a nuisance or unreasonable disturbance shall be permanently removed from the~~ Property upon three (3) days' written notice from the Board. The Board may restrict pets from access to any portions of the Common Elements, and may designate other portions of the Common Elements to accommodate the reasonable requirements of Owners who keep pets.

(g) 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) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others. No Unit Owner shall overload the floors of any Unit. The use of water-beds and similar furnishings and equipment which may cause floor overloads shall be subject to Board approval.

(i) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials which are not in receptacles provided for such purpose.

(j) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that subject to reasonable rules and regulations of the Board, (i) baby carriages, bicycles and other personal property may be stored in storage areas designated for the purpose and (ii) all amenity and service areas may be used for their intended purposes.

(k) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise, shall

principal office. In order to exercise this right, a member must submit a written request to the Association's Board or its authorized agent, stating, with particularity the records sought to be examined and a proper purpose for the request.

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

6.06 *User Charges.* The Board may establish, and each Unit Owner shall pay, user charges to defray the expense 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. Such expenses may include, without limitation, fees for such services and facilities provided to Unit Owners which should not be reasonably allocated among all of the Unit 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 6.06, and the Board may elect to treat all or any portion thereof as Common Expenses.

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

## ARTICLE VII

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.01 *Use and Occupancy.* The Property shall be occupied and used as follows:

(a) Except for the Commercial Units, each 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 provide, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish to the Board not less than ten (10) days prior to the date Unit Owner desires to commence such work, plans detailing the work to be done; (iii) the Board consents to the performance of such work; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; and (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together.

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

be conducted, maintained or permitted in any Unit except as hereinafter provided in Section 7.01(l), and except that the Commercial Units may be used for retail business and commercial or professional purposes or for any other lawful purpose.

(l) Except for the Commercial Units, no "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property.

(m) The Unit restrictions in paragraphs (a) and (k) of this Section 7.01 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (1) maintaining his personal professional library therein; keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal resident use and not in violation of paragraphs (a) and (k) of this Section 7.01.

(n) Lease of Unit. Any Unit Owner shall have the right to lease all (and not less than all) of his Unit, upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit shall be leased for transient or hotel purposes. Any lease of a Unit for a period of less than one (1) month shall be deemed a lease for transient or hotel purposes. Any such lease shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease.

## ARTICLE VIII

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

8.01 *Sufficient Insurance.* In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus Capital Reserves, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Capital Reserves, shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in Article IX 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. In the event 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 B, 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.

#### 8.02 *Insufficient Insurance.*

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

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of no fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for the purpose, the Buildings or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise such meeting shall be held within ninety (90) days of the occurrence of the damage or other destructions. 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, upon the affirmative vote of no 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 the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements, will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

#### 8.03 *Eminent Domain.*

In the event 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 that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

8.04 *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 or

destruction, with each Unit and Common Elements having the same vertical and horizontal boundaries as before.

## ARTICLE IX

### SALE OF THE PROPERTY

At a meeting duly called for such purpose, the Unit Owners by affirmative vote of 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 Section 13.02 of this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale; 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 value of his interest, as determined by an appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select a qualified appraiser, experienced in the appraisal of condominium units in Chicago, Illinois, and the two (2) so selected shall select a third appraiser, experienced in the appraisal of condominium units in Chicago, Illinois, and the fair market value, as determined by a majority of the three (3) so selected, shall control. 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 Board, and the Board's share of said cost shall be a Common Expense.

## ARTICLE X

### REMEDIES

10.01 *Abatement and Enjoyment.* The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained; shall give the Board the right, upon not less than ten (10) days' notice, in addition to the rights set forth in the next succeeding section:

(a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to

and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. Any and all such rights and remedies may be exercised at any time and from time to time cumulatively or otherwise, by the Board. Any Unit Owner shall, to the extent permitted by law, designate the occupant of his Unit as the person to receive service of process in the Unit Owner in connection with any matter brought by the Association to enforce the terms and conditions of this Declaration.

10.02 *Involuntary Sale.* If any Unit Owner (either by his own conduct or any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall recur after such notice and subsequent curing thereof by the Unit Owner, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant or, in the alternative, a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant and ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Property at such judicial sale. 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 hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit 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, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

10.03 *Enforcement by Unit Owners.* Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Unit Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Unit Ownership to enforce any lien created hereunder.

10.04 *Remedies for Failure to Pay Common Expenses or User Charges.* Each Unit Owner shall pay his proportionate share of the Common Expenses. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit B except as otherwise provided herein. Each Unit Owner shall also pay all user charges for which he is responsible pursuant to Section 6.08 of this Declaration. In the event of the failure of an Owner to pay such Common Expenses or user charges when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act; 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 hereinafter provided, the lien provided for in this Section 10.04 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed

or assignment in lieu of foreclosure, such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments under Section 6.01 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership as provided in this Section 10.04. If any Owner fails to pay any installment of such Common Expenses, or any user charges for which he is responsible pursuant to Section 6.08 of this Declaration, within thirty (30) days after notice of default, the Board may accelerate the maturity of the remainder of installments of such Common Expenses due from such Unit Owner for the balance of the assessment year, and may enforce collection thereof and of all of such user charges then or thereafter falling due. A "late charge" in the amount of Thirty-Five Dollars (\$35.00) per month shall be charged to and assessed against such defaulting Unit Owner until paid, which late charge shall be subject to review by the Board from time to time. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay his proportionate share of the Common Expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include the right to take possession of such Unit Owner's interest in the Property and to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed by "an act in regard to forcible entry and detainer," approved February 16, 1874, as amended.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS RE: MORTGAGEES

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and to the extent if at all, that any other provisions of this Declaration conflicts with the following provisions, the following provisions shall control:

(a) The Association shall furnish each first mortgagee of a Unit a written notice of any default by the Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any first mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which accrue prior to the time such holder comes into possession of 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) Upon request in writing, each first mortgagee of a Unit shall have the right:

(i) to examine the books and records of the Association during normal business hours;

(ii) to receive any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Unit Owners at the end of each of its respective fiscal years;

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

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

(c) No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the first mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) There shall be included in each annual assessment levied by the Association (but not as a special assessment) an amount sufficient to establish an adequate reserve fund for replacements and contingencies.

(e) Unless the first mortgagees of all of the individual Units which have become a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

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

(ii) change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (2) determining the pro rata share of ownership of each Unit Owner in the Common Elements, except as provided in Sections 8.02 and 8.03 hereof;

(iii) partition or subdivide any Unit;

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

(v) terminate professional management of the Property and assume self-management of the same.

(f) Upon specific written request to the Association, each first mortgagee of a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000.00) or if damage shall occur to a Unit in excess of One Thousand Dollars (\$1,000.00), notice of such event shall also be given.



(g) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the Owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

## ARTICLE XII

### THE HOMEOWNERS' ASSOCIATION

12.01 *Membership.* In accordance with the provisions of the Sandburg Village Condominium Homeowners' Declaration, there has heretofore been organized a not-for-profit corporation under the General Not-For-Profit Corporation Act of the State of Illinois having the name "Sandburg Village Condominium Homeowners' Association" (referred to in this Declaration as the "Homeowners' Association") to act as the governing body for the maintenance and administration of the Community Common Elements, as that term is defined in the Sandburg Village Condominium Homeowners' Declaration ("Homeowners' Declaration"). Each Owner who has purchased a Unit shall automatically be a member of the Homeowners' Association as long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner; and upon the transfer of his ownership interest, the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership. Each such member shall be entitled to use the facilities administered by the Homeowners' Association in accordance with and subject to the provisions of the ("Homeowners' Declaration") Condominium Homeowners' Declaration and shall be responsible for payment of assessments levied by and user charges owing the Homeowners' Association. Such assessments and charges may be collected by the Board and remitted to the Homeowners' Association in the manner prescribed by the Homeowners' Declaration, and payment thereof shall be secured as therein provided by a lien on such member's Unit Ownership.

12.02 *Powers of the Homeowners' Association.* The Community Common Elements shall be held, administered and maintained in such manner and subject to such rules and regulations as the Board of Directors of the Homeowners' Association may prescribe from time to time. All expenses incurred in connection with the maintenance, repair and replacement of the Community Common Elements shall be borne by the Homeowners' Association except as otherwise provided in the Homeowners' Declaration. All rights, powers, privileges vested by this Declaration in the Unit Owners or in the Board or the Association with respect to the Community Common Elements of the Property, are expressly subject and subordinate to the rights, powers, privileges and easements therein of the Homeowners' Association and its Board and Members, and to all of the covenants, conditions, restrictions, agreements and easements established pursuant to the Homeowners' Declarations.

12.03 *Status of Homeowners' Declaration.* The provisions of this Declaration are subject to all of the provisions of the Homeowners' Declaration and are not intended to modify, supersede or abate any of the provisions thereof. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Homeowners' Declaration, the provisions of the Homeowners' Declaration shall prevail unless such consistency is required to conform

this Declaration with any requirement of the Act, in which event the provisions of this Declaration and of the Act shall prevail.

## ARTICLE XIII

### GENERAL PROVISIONS

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

13.02 *Manner of Giving Notices.* Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the Unit address of any member of the Board or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him by giving notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered three (3) business days after being mailed by United States registered or certified mail, postage prepaid, return receipt requested, or when delivered in person with written acknowledgement of the receipt thereof, or if addressed to a Unit Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building, or if delivered by first class mail with an affidavit of mailing signed by the Secretary of the Association.

13.03 *Notices to Estate or Representatives.* Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

13.04 *Conveyance and Leases.* Each grantee by the acceptance of a deed of conveyance, and each purchaser under a purchase contract therefor, and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time interest or estate in the Property, 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.

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

13.06 *Change, Modification, or Rescission.* The provisions of Sections 10.4, and 13.11, Article XI and the following provisions of Section 13.06 of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and by seventy-five percent (75%) of the Unit Owners and all mortgagees having bona fide liens of record against any of the Unit

Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and approved by Unit Owners having, in the aggregate, at least sixty-six and two-thirds (66-2/3%) percent of the total vote at a meeting called for that purpose provided, however, that all holders of first mortgages of record have been notified by certified mail of any change, modification or rescission, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument and provided further that any provisions herein which specifically grant rights to holders of first mortgages of record may be amended only with the written consent of all such holders of first mortgagees. The change, modification or rescission shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Cook County, Illinois, provided, however, that no such change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, quorum and voting requirements for action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Declaration or by the Act.

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

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

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

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

IN WITNESS WHEREOF, the Board of Directors of the Eliot House Condominium Association have caused their names to be signed to these presents, this 14 day of OCTOBER, 2013.  
2013.

THE BOARD OF DIRECTORS OF THE  
ELIOT HOUSE CONDOMINIUM ASSOCIATION

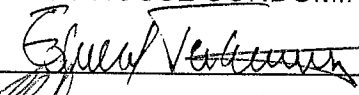
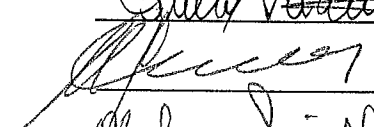

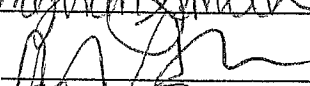
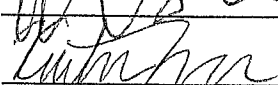
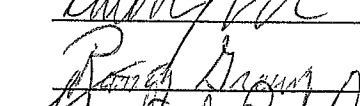
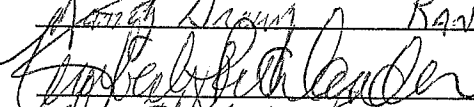
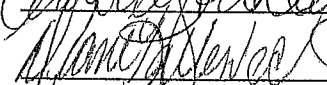
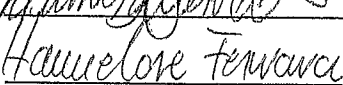
<u></u>	<u>EDWARD TEODOSESCU - BOARD PRES</u>
<u></u>	<u>W. F. FURELL - TREAS</u>
<u></u>	<u>Meghan Smith</u>
<u></u>	<u>Gabrielle Thrandson</u>
<u></u>	<u>Kristina Lynn</u>
<u></u>	<u>Randy Greenberg</u>
<u></u>	<u>Kimberty Ruhlan</u>
<u></u>	<u>Dore Kollenbeck</u>
<u></u>	<u>HANNELORE FERRARA</u>

EXHIBIT A  
PLAT OF SURVEY

The Plat of Survey of the Parcel and all Units in the Property submitted to the provisions of the Act, said Plat being attached to the originally recorded Declaration, Document No. 25267212, and incorporated herein by reference.

EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
EASEMENTS, RESTRICTIONS, COVENANTS  
AND BY-LAWS FOR  
ELIOT HOUSE CONDOMINIUM ASSOCIATION

Unit No.	Percentage of Ownership	Unit No.	Percentage of Ownership
201 E	0.2936	2402 E	0.4650
301 E	0.2955	2502 E	0.4669
401 E	0.2979	2602 E	0.4698
501 E	0.2994	2702 E	0.4717
601 E	0.3013	2802 E	0.4741
701 E	0.3032	2902 E	0.4823
801 E	0.3047	203 E	0.2594
901 E	0.3066	303 E	0.2609
1001 E	0.3085	403 E	0.2623
1101 E	0.3104	503 E	0.2638
1201 E	0.3119	603 E	0.2652
1401 E	0.3138	703 E	0.2671
1501 E	0.3157	803 E	0.2681
1601 E	0.3172	903 E	0.2695
1701 E	0.3191	1003 E	0.2715
1801 E	0.7711	1103 E	0.2729
1901 E	0.3230	1203 E	0.2739
2001 E	0.3249	1403 E	0.2558
2101 E	0.3268	1503 E	0.2772
2201 E	0.3287	1603 E	0.2787
2301 E	0.3302	1703 E	0.2801
2401 E	0.3321	1803 E	0.2816
2501 E	0.3340	1903 E	0.2830
2601 E	0.3355	2003 E	0.2845
2701 E	0.3374	2103 E	0.2859
2801 E	0.3393	2203 E	0.2873
2901 E	0.3451	2303 E	0.2888
202 E	0.4144	2403 E	0.2907
302 E	0.4168	2503 E	0.2917
402 E	0.4192	2603 E	0.2931
502 E	0.4216	2703 E	0.2950
602 E	0.4240	2803 E	0.2965
702 E	0.4264	2903 E	0.3023
802 E	0.4289	204 E	0.2772
902 E	0.4313	304 E	0.2792
1002 E	0.4337	404 E	0.2806
1102 E	0.4361	504 E	0.2825
1202 E	0.4385	604 E	0.2845
1402 E	0.4404	704 E	0.2859
1502 E	0.4433	804 E	0.2873
1602 E	0.4457	904 E	0.2893
1702 E	0.4476	1004 E	0.2912
1902 E	0.4529	1104 E	0.2926
2002 E	0.4548	1204 E	0.2946
2102 E	0.4577	1404 E	0.2960
2202 E	0.4597	1504 E	0.2979
2302 E	0.4625	1604 E	0.2994

Unit No.	Percentage of Ownership	Unit No.	Percentage of Ownership
1704 E	0.3013	1906 E	0.3100
1804 E	0.3032	2006 E	0.3114
1904 E	0.3047	2106 E	0.3129
2004 E	0.3061	2206 E	0.3148
2104 E	0.3080	2306 E	0.3167
2204 E	0.3100	2406 E	0.3182
2304 E	0.3114	2506 E	0.3201
2404 E	0.3133	2606 E	0.3220
2504 E	0.3153	2706 E	0.3230
2604 E	0.3167	2806 E	0.3249
2704 E	0.3182	2906 E	0.3307
2804 E	0.3201	207 E	0.2623
2904 E	0.3259	307 E	0.2642
205 E	0.1858	407 E	0.2657
305 E	0.1863	507 E	0.2671
405 E	0.1877	607 E	0.2686
505 E	0.1892	707 E	0.2705
605 E	0.1901	807 E	0.2719
705 E	0.1916	907 E	0.2734
805 E	0.1925	1007 E	0.2753
905 E	0.1935	1107 E	0.2768
1005 E	0.1945	1207 E	0.2787
1105 E	0.1959	1407 E	0.2796
1205 E	0.1969	1507 E	0.2816
1405 E	0.1983	1607 E	0.2830
1505 E	0.1988	1707 E	0.2849
1605 E	0.2002	1807 E	0.2864
1705 E	0.2017	1907 E	0.2878
1805 E	0.2026	2007 E	0.2898
1905 E	0.2041	2107 E	0.2912
2005 E	0.2050	2207 E	0.2926
2105 E	0.2060	2307 E	0.2941
2205 E	0.2070	2407 E	0.2960
2305 E	0.2084	2507 E	0.2979
2405 E	0.2094	2607 E	0.2989
2505 E	0.2108	2707 E	0.3008
2605 E	0.2118	2807 E	0.3023
2705 E	0.2127	2907 E	0.3080
2805 E	0.2142	208 E	0.1993
2905 E	0.2171	308 E	0.2007
206 E	0.2825	408 E	0.2022
306 E	0.2840	508 E	0.2031
406 E	0.2854	608 E	0.2046
506 E	0.2873	708 E	0.2050
606 E	0.2893	808 E	0.2065
706 E	0.2912	908 E	0.2074
806 E	0.2926	1008 E	0.2089
906 E	0.2941	1108 E	0.2099
1006 E	0.2960	1208 E	0.2113
1106 E	0.2979	1408 E	0.2123
1206 E	0.2994	1508 E	0.2132
1406 E	0.3013	1608 E	0.2147
1506 E	0.3032	1708 E	0.2156
1606 E	0.3042	1808 E	0.2171
1706 E	0.3061	1908 E	0.2176
1806 E	0.3080	2008 E	0.2190

Unit No.	Percentage of Ownership	Unit No.	Percentage of Ownership
2108 E	0.2200	2310 E	0.3114
2208 E	0.2214	2410 E	0.3133
2308 E	0.2224	2510 E	0.3153
2408 E	0.2233	2610 E	0.3167
2508 E	0.2248	2710 E	0.3182
2608 E	0.2257	2810 E	0.3201
2708 E	0.2272	2910 E	0.3259
2808 E	0.2281	311 E	0.4033
2908 E	0.2315	411 E	0.4062
209 E	0.2633	511 E	0.4086
309 E	0.2652	611 E	0.4106
409 E	0.2666	711 E	0.4135
509 E	0.2681	811 E	0.4159
609 E	0.2695	911 E	0.4178
709 E	0.2715	1011 E	0.4207
809 E	0.2729	1111 E	0.4226
909 E	0.2744	1211 E	0.4250
1009 E	0.2763	1311 E	0.4279
1109 E	0.2777	1511 E	0.4298
1209 E	0.2792	1611 E	0.4322
1409 E	0.2806	1711 E	0.4346
1509 E	0.2825	1811 E	0.4370
1609 E	0.2840	1911 E	0.4399
1709 E	0.2854	2011 E	0.4418
1809 E	0.2873	2111 E	0.4443
1909 E	0.2888	2211 E	0.4467
2009 E	0.2907	2311 E	0.4491
2109 E	0.2917	2411 E	0.4515
2209 E	0.2936	2511 E	0.4539
2309 E	0.2950	2611 E	0.4563
2409 E	0.2970	2711 E	0.4587
2509 E	0.2984	2811 E	0.4611
2609 E	0.2999	2911 E	0.4693
2709 E	0.3018	212 E	0.3167
2809 E	0.3032	312 E	0.3186
2909 E	0.3090	412 E	0.3210
210 E	0.2772	512 E	0.3230
310 E	0.2792	612 E	0.3244
410 E	0.2806	712 E	0.3268
510 E	0.2825	812 E	0.3287
610 E	0.2845	912 E	0.3302
710 E	0.2859	1012 E	0.3326
810 E	0.2873	1112 E	0.3345
910 E	0.2893	1212 E	0.3360
1010 E	0.2912	1412 E	0.3384
1110 E	0.2926	1512 E	0.3403
1210 E	0.2946	1612 E	0.3417
1410 E	0.2960	1712 E	0.3441
1510 E	0.2979	1812 E	0.3461
1610 E	0.2994	1912 E	0.3475
1710 E	0.3013	2012 E	0.3499
1810 E	0.3032	2112 E	0.3518
1910 E	0.3047	2212 E	0.3538
2010 E	0.3061	2312 E	0.3557
2110 E	0.3080	2412 E	0.3576
2210 E	0.3100	2512 E	0.3600



Unit No.	Percentage of Ownership	Unit No.	Percentage of Ownership
2612 E	0.3615	2912 E	0.3716
2712 E	0.3634	1 E	0.4011
2812 E	0.3658		

EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
EASEMENTS, RESTRICTIONS, COVENANTS  
AND BY-LAWS FOR  
ELIOT HOUSE CONDOMINIUM ASSOCIATION

Unit No.	Percentage of Ownership	Unit No.	Percentage of Ownership
201 E	0.2936	2302 E	0.4625
301 E	0.2955	2402 E	0.4650
401 E	0.2979	2502 E	0.4669
501 E	0.2994	2602 E	0.4698
601 E	0.3013	2702 E	0.4717
701 E	0.3032	2802 E	0.4741
801 E	0.3047	2902 E	0.4823
901 E	0.3066	203 E	0.2594
1001 E	0.3085	303 E	0.2609
1101 E	0.3104	403 E	0.2623
1201 E	0.3119	503 E	0.2638
1401 E	0.3138	603 E	0.2652
1501 E	0.3157	703 E	0.2671
1601 E	0.3172	803 E	0.2681
1701 E	0.3191	903 E	0.2695
1801 E	0.4501	1003 E	0.2715
1901 E	0.3230	1103 E	0.2729
2001 E	0.3249	1203 E	0.2739
2101 E	0.3268	1403 E	0.2558
2201 E	0.3287	1503 E	0.2772
2301 E	0.3302	1603 E	0.2787
2401 E	0.3321	1703 E	0.2801
2501 E	0.3340	1803 E	0.2816
2601 E	0.3355	1903 E	0.2830
2701 E	0.3374	2003 E	0.2845
2801 E	0.3393	2103 E	0.2859
2901 E	0.3451	2203 E	0.2873
202 E	0.4144	2303 E	0.2888
302 E	0.4168	2403 E	0.2907
402 E	0.4192	2503 E	0.2917
502 E	0.4216	2603 E	0.2931
602 E	0.4240	2703 E	0.2950
702 E	0.4264	2803 E	0.2965
802 E	0.4289	2903 E	0.3023
902 E	0.4313	204 E	0.2772
1002 E	0.4337	304 E	0.2792
1102 E	0.4361	404 E	0.2806
1202 E	0.4385	504 E	0.2825
1402 E	0.4404	604 E	0.2845
1502 E	0.4433	704 E	0.2859
1602 E	0.4457	804 E	0.2873
1702 E	0.4476	904 E	0.2893
1802 E	0.3210	1004 E	0.2912
1902 E	0.4529	1104 E	0.2926
2002 E	0.4548	1204 E	0.2946
2102 E	0.4577	1404 E	0.2960
2202 E	0.4597	1504 E	0.2979

Unit No.	Percentage of Ownership	Unit No.	Percentage of Ownership
1604 E	0.2994	1806 E	0.3080
1704 E	0.3013	1906 E	0.3100
1804 E	0.3032	2006 E	0.3114
1904 E	0.3047	2106 E	0.3129
2004 E	0.3061	2206 E	0.3148
2104 E	0.3080	2306 E	0.3167
2204 E	0.3100	2406 E	0.3182
2304 E	0.3114	2506 E	0.3201
2404 E	0.3133	2606 E	0.3220
2504 E	0.3153	2706 E	0.3230
2604 E	0.3167	2806 E	0.3249
2704 E	0.3182	2906 E	0.3307
2804 E	0.3201	207 E	0.2623
2904 E	0.3259	307 E	0.2642
205 E	0.1858	407 E	0.2657
305 E	0.1863	507 E	0.2671
405 E	0.1877	607 E	0.2686
505 E	0.1892	707 E	0.2705
605 E	0.1901	807 E	0.2719
705 E	0.1916	907 E	0.2734
805 E	0.1925	1007 E	0.2753
905 E	0.1935	1107 E	0.2768
1005 E	0.1945	1207 E	0.2787
1105 E	0.1959	1407 E	0.2796
1205 E	0.1969	1507 E	0.2816
1405 E	0.1983	1607 E	0.2830
1505 E	0.1988	1707 E	0.2849
1605 E	0.2002	1807 E	0.2864
1705 E	0.2017	1907 E	0.2878
1805 E	0.2026	2007 E	0.2898
1905 E	0.2041	2107 E	0.2912
2005 E	0.2050	2207 E	0.2926
2105 E	0.2060	2307 E	0.2941
2205 E	0.2070	2407 E	0.2960
2305 E	0.2084	2507 E	0.2979
2405 E	0.2094	2607 E	0.2989
2505 E	0.2108	2707 E	0.3008
2605 E	0.2118	2807 E	0.3023
2705 E	0.2127	2907 E	0.3080
2805 E	0.2142	208 E	0.1993
2905 E	0.2171	308 E	0.2007
206 E	0.2825	408 E	0.2022
306 E	0.2840	508 E	0.2031
406 E	0.2854	608 E	0.2046
506 E	0.2873	708 E	0.2050
606 E	0.2893	808 E	0.2065
706 E	0.2912	908 E	0.2074
806 E	0.2926	1008 E	0.2089
906 E	0.2941	1108 E	0.2099
1006 E	0.2960	1208 E	0.2113
1106 E	0.2979	1408 E	0.2123
1206 E	0.2994	1508 E	0.2132
1406 E	0.3013	1608 E	0.2147
1506 E	0.3032	1708 E	0.2156
1606 E	0.3042	1808 E	0.2171
1706 E	0.3061	1908 E	0.2176

Unit No.	Percentage of Ownership	Unit No.	Percentage of Ownership
2008 E	0.2190	2210 E	0.3100
2108 E	0.2200	2310 E	0.3114
2208 E	0.2214	2410 E	0.3133
2308 E	0.2224	2510 E	0.3153
2408 E	0.2233	2610 E	0.3167
2508 E	0.2248	2710 E	0.3182
2608 E	0.2257	2810 E	0.3201
2708 E	0.2272	2910 E	0.3259
2808 E	0.2281	311 E	0.4033
2908 E	0.2315	411 E	0.4062
209 E	0.2633	511 E	0.4086
309 E	0.2652	611 E	0.4106
409 E	0.2666	711 E	0.4135
509 E	0.2681	811 E	AT&T, C
609 E	0.2695	911 E	0.4178
709 E	0.2715	1011 E	0.4207
809 E	0.2729	1111 E	0.4226
909 E	0.2744	1211 E	0.4250
1009 E	0.2763	1411 E	0.4279
1109 E	0.2777	1511 E	0.4298
1209 E	0.2792	1611 E	0.4322
1409 E	0.2806	1711 E	0.4346
1509 E	0.2825	1811 E	0.4370
1609 E	0.2840	1911 E	0.4399
1709 E	0.2854	2011 E	0.4418
1809 E	0.2873	2111 E	0.4443
1909 E	0.2888	2211 E	0.4467
2009 E	0.2907	2311 E	0.4491
2109 E	0.2917	2411 E	0.4515
2209 E	0.2936	2511 E	0.4539
2309 E	0.2950	2611 E	0.4563
2409 E	0.2970	2711 E	0.4587
2509 E	0.2984	2811 E	0.4611
2609 E	0.2999	2911 E	0.4693
2709 E	0.3018	212 E	0.3167
2809 E	0.3032	312 E	0.3186
2909 E	0.3090	412 E	0.3210
210 E	0.2772	512 E	0.3230
310 E	0.2792	612 E	0.3244
410 E	0.2806	712 E	0.3268
510 E	0.2825	812 E	0.3287
610 E	0.2845	912 E	0.3302
710 E	0.2859	1012 E	0.3326
810 E	0.2873	1112 E	0.3345
910 E	0.2893	1212 E	0.3360
1010 E	0.2912	1412 E	0.3384
1110 E	0.2926	1512 E	0.3403
1210 E	0.2946	1612 E	0.3417
1410 E	0.2960	1712 E	0.3441
1510 E	0.2979	1812 E	0.3461
1610 E	0.2994	1912 E	0.3475
1710 E	0.3013	2012 E	0.3499
1810 E	0.3032	2112 E	0.3518
1910 E	0.3047	2212 E	0.3538
2010 E	0.3061	2312 E	0.3557
2110 E	0.3080	2412 E	0.3576

Unit No.	Percentage of Ownership		Unit No.	Percentage of Ownership
2512 E	0.3600		2812 E	0.3658
2612 E	0.3615		2912 E	0.3716
2712 E	0.3634		1 E	0.4011

EXHIBIT C  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
EASEMENTS, RESTRICTIONS, COVENANTS  
AND BY-LAWS FOR  
ELIOT HOUSE CONDOMINIUM ASSOCIATION

Lots 7 and 12 in Chicago Land Clearance Commission No. 3, being a consolidation of Lots and parts of Lots and vacated alleys in Bronson's Addition to Chicago and Certain Resubdivisions, all in the Northeast Quarter of Section 4, Township 30 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT D  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
EASEMENTS, RESTRICTIONS, COVENANTS  
AND BY-LAWS FOR  
ELIOT HOUSE CONDOMINIUM ASSOCIATION

The North 53.70 feet of Lot 4 in Chicago Land Commission Number Three, being a consolidation of Lots and parts of Lots and Vacated Alleys in Bronson's Addition to Chicago and certain resubdivisions, all in the Northeast Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, also providing for certain street and alley dedications, in Cook County, Illinois, together with that portion of said Lot 4 lying between Elevations of +20.10 feet and +32.00 feet, Chicago Datum, described as follows: Beginning at a point in the South line of the North 53.70 feet of said Lot, 24.15 feet East of the West line thereof; thence South parallel to the West line of said Lot, 19.80 feet; thence East parallel to the North line of said Lot, 7.80 feet; thence South parallel to the West line of said Lot 5.90 feet; thence East parallel to the North line of said Lot 37.80 feet; thence South parallel to the West line of said Lot 0.70 feet; thence East parallel to the North line of said Lot 12.0 feet; thence North parallel to the West line of said Lot 12.70 feet; thence West parallel to the North line of said Lot 12.0 feet; thence North parallel to the West line of said Lot, 13.70 feet to the point in the said South line of the North 53.70 feet; thence West on said line to the place of beginning; also the South 6.0 feet of the North 59.70 feet of the East 16.0 feet of the West 24.15 feet of said Lot 4, lying between Elevations of +7.60 feet and of +17.20 feet, Chicago Datum, all in the Northeast Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.