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**AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM OWNERSHIP AND OF EASEMENTS,  
RESTRICTIONS AND COVENANTS FOR  
"THE PARK OF RIVER OAKS CONDOMINIUM ASSOCIATION NO. 1A"**

This instrument prepared by and after recording  
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SP

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
"THE PARK OF RIVER OAKS CONDOMINIUM ASSOCIATION NO. 1A"**

**TABLE OF CONTENTS**

	<u>Page</u>
<b>ARTICLE I – DEFINITIONS</b>	
Declaration .....	2
Original Declaration .....	2
Act .....	2
Parcel .....	2
Building .....	2
Property .....	2
Unit .....	2
Common Elements .....	2
Unit Ownership .....	3
Parking Space .....	3
Person .....	3
Owner.....	3
Occupant .....	3
Bylaws .....	3
Common Expenses .....	3
<b>ARTICLE II – UNITS</b>	
1. Description and Ownership .....	3
2. Certain Structures Not Constituting Part of a Unit .....	4
<b>ARTICLE III – COMMON ELEMENTS</b>	
1. Description .....	4
2. Ownership of Common Elements .....	4
<b>ARTICLE IV – GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS</b>	
1. Submission of Property to "Condominium Property Act".....	5
2. No Severance of Ownership .....	5
3. Easements .....	5
<b>ARTICLE V – ADMINISTRATION</b>	
1. Administration of Property .....	8
2. Organization .....	8
3. Voting Rights.....	9
4. Meetings .....	9
5. Notices of Meetings .....	10

6.	Board of Managers (Board of Directors) .....	10
7.	General Powers of the Board .....	12
8.	Liability of the Board of Managers .....	15
9.	Insurance .....	16
ARTICLE VI – ASSESSMENT-MAINTENANCE FUND .....		19
ARTICLE VII – COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY .....		22
ARTICLE VIII – SALE, LEASING AND OTHER ALIENATION		
1.	Sale .....	26
2.	Gift .....	27
3.	Devise .....	27
4.	Involuntary Sale .....	28
5.	Exercise of Option .....	28
6.	Release or Waiver of Option .....	29
7.	Proof of Termination of Option .....	29
8.	Financing of Purchase Under Option .....	29
9.	Title of Acquired Interest .....	29
10.	Exceptions to Board’s Right of First Refusal .....	30
11.	Leasing .....	30
ARTICLE IX – DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING		
1.	Sufficient Insurance .....	31
2.	Insufficient Insurance .....	31
3.	Extent of Repair, Restoration or Reconstruction.....	31
ARTICLE X – SALE OF THE PROPERTY .....		31
ARTICLE XI – REMEDIES FOR BREACH OF COVENANTS RESTRICTIONS AND REGULATIONS		
1.	Abatement and Enjoinment .....	32
2.	Involuntary Sale .....	32
ARTICLE XII – AVAILABILITY OF RECORDS .....		33
ARTICLE XIII – GENERAL PROVISIONS .....		36
Exhibit A	Legal Description	
Exhibit B	Percentage of Ownership	
Exhibit C	Affidavit of Board of Directors	

**DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
"THE PARK OF RIVER OAKS CONDOMINIUM NO. 1A"**

**WITNESSETH:**

**WHEREAS**, the Association is the legal titleholder of the following described real estate in the City of Calumet City, County of Cook and State of Illinois:

Lot 2 in River Oaks West Unit No. 1, being a Subdivision of part of the Northwest Quarter of Section 24 and that part of Lot 1 lying North of the Little Calumet River in the Subdivision of the Southwest Quarter of Section 24, all in Township 36 North, Range 14, East of the Third Principal Meridian according to the Plat thereof recorded November 8, 1971 as Document No. 21704184, in Cook County, Illinois.

**WHEREAS**, the above-described real estate together with all buildings, improvements, and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto is, and shall be submitted to the provisions of the Act, and,

**WHEREAS**, Association has established for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain easements and rights in, over, and upon said Property and certain mutually beneficial restrictions and obligations with respect to proper use, conduct, and maintenance thereof; and,

**WHEREAS**, Association intends that the several owners, mortgagees, occupants, and any other persons hereafter acquiring any interest in said Property shall, at all times, enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of such property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness thereof.

**WHEREAS**, this Amended and Restated Declaration is made this 20<sup>th</sup> day of October, 2008 by the Board of Directors of the Association pursuant to its power under 765 ILCS 605/27(b), more commonly referred to as

Section 27(b) of the Illinois Condominium Property Act, which provides that the Board may correct errors and omissions to the Declaration by a vote of two-thirds (2/3) of its Members.

## ARTICLE I

### Definitions

- Declaration: This Amended & Restated Declaration by which the property is submitted to the provisions of the Condominium Property Act of the State of Illinois, and such Declaration as from time to time amended.
- Original Declaration: Original Declaration means the Declaration first recorded with the Cook County Recorder of Deeds against the Property as Document Number 21712326 on November 15, 1971, as amended from time to time.
- Act: The Condominium Property Act of the State of Illinois, as amended from time to time.
- Parcel: The entire tract of real estate above described.
- Building: The building located on the Parcel containing the Units as more specifically hereafter described in Article II.
- Property: All the land, property and space comprising the Parcel, all improvements and structures, contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the unit owners.
- 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 a one-family dwelling or such other uses permitted by this Declaration, and having lawful access to a public way.
- Common Elements: All portions of the Property except the Units.

- Unit Ownership: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.
- Parking Space: A part of the Common Elements designed and intended for the parking of a single automobile.
- Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.
- Occupant: Person or persons, other than an Owner, in possession of a Unit.
- Bylaws: Bylaws means the Bylaws of the Association as more fully stated in Article V herein.
- Common Expenses: Common Expenses means the proposed or actual expenses affecting the Property, including Reserves if any, lawfully assessed by the Board.

## ARTICLE II

### Units

1. Description and Ownership. All Units in the Building located on the Parcel are delineated on the surveys attached to the Original Declaration as Exhibit "A" and incorporated herein by reference only, as are legally described as follows:

Units 200 through 226, 300 through 326, 400 through 426, 500 through 526, 600 through 626, PH B-00, PH C-01, PH B-02 PH A-03, PH B-04, PH B-05, PH B-06, PH A-07, PH B-08, PH B -09, PH B-10, PH B-11, PH C-12, PH B-13, PH A-14, PH B-15, PH A-16, PH A-17, PH B-18, PH B-19, PH B-20, PH B-21, PH C-22, PH B-23, PH A-24, PH B-25, and PH A-26, as delineated on survey of Lot 2, in River Oaks West Unit No. 1, being a Subdivision of part of the Northwest Quarter of Section 24 and that part of Lot 1 lying North of the Little Calumet River in the Subdivision of the Southwest Quarter

of Section 24, all in Township 36 North, Range 14, East of the Third Principal Meridian according to the Plat thereof recorded November 8, 1971 as Document No. 21704184 in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust No. 21073, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 21712326.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibit "A" of the Original Declaration. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown in Exhibit "A" of the Original Declaration. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit "A" of the Original Declaration, and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Act, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "A" of the Original Declaration.

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

### ARTICLE III

#### Common Elements

1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, landscaping, stairways, elevators, halls, lobbies, corridors, storage areas, entrances and exits, balconies, patios, garage, Parking Spaces, basement, roof, structural parts of the Building, garage, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

2. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by this Declaration, which right shall be

appurtenant to and run with his Unit. Each Unit's corresponding percentage of ownership in the Common Elements has been determined to be as set forth in Exhibit "B" of the Original Declaration and incorporated herein as Exhibit B of this Declaration, and may not be changed without unanimous approval of all Owners. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit Ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said unit ownership as between such co-owners.

## ARTICLE IV

### **General Provisions as to Units and Common Elements**

1. Submission of Property to "Condominium Property Act." The Property has been and shall be submitted to the provisions of the Condominium Property Act of the State of Illinois, and shall be known as "The Park of River Oaks Condominium No. 1A".

2. No Severance of Ownership. No 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.

3. Easements.

(a) Encroachments. In the event that, by reason of the construction, 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, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an 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 main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, 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 and 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 owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners and if it occurred due to the willful conduct of any Owner.

(b) Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company, and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment including housings for such equipment, into and through the Common Elements for the purpose of providing utility services to the Property. In addition, an easement for the benefit of Lots 3, 4, 5 and 6 in said River Oaks West Unit No. 1 is declared to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment including housings for such equipment into and through the garage and other portions of the Common Elements for the purpose of providing electricity and other utility services to said Lots 3, 4, 5 and 6.

(c) Each Unit Owner shall have the right to the use of the Common Elements in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, guests and invitees of each Unit Owner. Such rights to use and possess the Common Elements shall be subject to and governed by the provisions of the Act and of this Declaration, the Bylaws incorporated herein, and the rules and regulations of the Board.

(d) Balconies and Patios. A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the balcony and patio adjoining the Unit; provided, however, that no owner shall decorate, fence, enclose, landscape, adorn or alter such balcony or patio in any manner contrary to such rules and regulations as may be established by the Board, as hereinafter provided, unless he or she shall first obtain the written consent of said Board so to do.

(e) Storage Area. Any storage area in the Building outside of the respective Units shall be part of the Common Elements, and the exclusive use and possession of such area shall be allocated among the respective Owners in such manner and subject to such rules and regulations as the Developer or the Board may prescribe. Each Owner shall be responsible for his personal property in the storage area. Neither the Board of Managers nor the Association shall be considered the bailee of such personal property, nor shall

either be responsible for any loss or damage thereto whether or not due to the negligence of the Board of Managers and/or the Association.

(f) Parking Spaces. The perpetual and exclusive use of each Parking Space to a Unit as provided in Exhibit B of the Original Declaration, incorporated herein by reference only, shall be deemed to be appurtenant and pass with the title to the Unit to which such Parking Space is appurtenant as set forth in Exhibit "B" of the Original Declaration and such use shall be subject to the terms of this Declaration and such rules and regulations as the Board may adopt. Each Owner to whom a Parking Space is assigned and granted shall, for each such Parking Space be liable for the assessment as provided in subparagraph (a)(ii) of Article VI and such assessment shall be a lien and enforceable in the same manner as other assessments pursuant to subparagraph (g) of Article VI. Notwithstanding the foregoing, each Unit Owner may grant a license to any other Unit Owner, but to no one else, to use any Parking Space appurtenant to his Unit, provided that such license shall in no event extend beyond the time the Owner granting such license cease to be the Owner of such Unit. If any such license is granted by an Owner, such license agreement shall be in writing and a copy thereof, executed by the Owner and the licensee, shall be furnished to the Board, and the licensee thereunder shall be bound by and subject to all of the obligations of the Owner with respect to such Parking Space as provided in this Declaration, and the rules and regulations that may be adopted by the Board; provided, however, that the Owner granting such license shall not be relieved thereby from any of his obligations regarding such Parking Space. Each Owner or licensee of an Owner shall be responsible for his automobile and other personal property in the garage. Neither the Board of Managers nor the Association shall be considered the bailee of such automobiles or personal property, nor shall either be responsible for any loss or damage thereto whether or not due to the negligence of the Board of the Board of Managers and/or the Association.

(g) Party Walls. Party walls are hereby declared and designated as to that portion of the east wall of the Building which is shared in common with the north, west, and south walls of the adjoining recreational building, it being understood that said recreation building, is situated on land that is not a part of the Property but is a part of the Common Area which has been conveyed to The Park of River Oaks Homeowners Association for the use and benefit of all its members, including the Owners and Occupants of the Building as provided in the Declaration of Covenants, Conditions, Restrictions and Easements for The Park of River Oaks Homeowners Association. A party wall is also hereby declared and designated as to that portion of the south wall of the Building which is shared in common with the adjoining condominium apartment building known as Park of River Oaks Condo No. 1B ("Condo 1B").

(h) Access Easement for Adjoining Condominium. The owners and occupants of Condominium 1B are hereby granted an easement, as long as

both of said buildings shall stand, of ingress and egress into and through, and the right to use the lobbies, entrances, halls, exits, elevators, stairways, corridors and other pedestrian passageways in the Common Elements of the Building for the purpose of providing access between and through both of said buildings and to and from their respective apartments, subject to reasonable rules and regulations as may be established by the Board of managers, it being understood that similar easements for the benefit of the Owners and Occupants of this Building are granted in the Declaration for Condominium 1B.

(i) Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee, and other person having an interest in 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 such obligation to the easements and rights described in any part of this Declaration, shall be sufficient to create and reserve such easements and rights to the 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.

## ARTICLE V

### Administration

1. Administration of Property. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners and shall reside on the Property; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, if such person resides on the Property.

2. Organization. There has been and shall be incorporated a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, to be called "The Park of River Oaks Condominium No.1A" or a name similar thereto, and in such event, such corporation (herein referred to as the "Association") shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act. Every Owner shall be a member of

the Association, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. The Association may issue certificates evidencing membership therein.

3. 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. If the Owner of a Dwelling Unit is one individual, then such individual shall be the Voting Member. If the Record ownership of a Dwelling Unit shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Board, and if in the case of multiple individual Owners no designation is given, then the Board may, at its election, recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit. Such person shall be known (and hereinafter referred to) as the "voting member". Such voting member may be the owner or one of the group composed of all the owners of a unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an 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 Owner or Owners, but in no event shall said proxy be valid for more than eleven (11) months from the date of the proxy. Any or all of such Owners may be present at a meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. Except as otherwise required by the terms of this Declaration or the Act, the total number of votes of all voting members shall be 162, and each owner or group of owners shall be entitled to one vote per Unit.

4. Meetings.

(a) Place and 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 of at least 20% of the number of Units 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 upon the affirmative vote of the voting members for at least 51% of the number of Units represented. The affirmative vote of two-thirds (2/3) of the votes entitled to be cast shall be required for the following actions:

- (i) Merger or consolidation of the Association; and
- (ii) Sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association (excluding the securing of a loan for common area maintenance).

(iii) The purchase or sale of the land or of the Dwelling Units on behalf of all Owners.

(b) Annual Meeting. There shall be an annual meeting of the voting members on the first Tuesday of March of each year at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members for at least one-fourth (1/4) of the number of Units and delivered not less than ten (10) 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.

5. Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board, and posted conspicuously on the Condominium Property, giving Owners not less than ten (10) nor more than thirty (30) days' notice of the time, place and purpose of the meeting.

6. Board of Managers (Board of Directors).

(a) In all elections for members of the Board of Managers, each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. At the first annual meeting, five (5) Board members were elected. The three (3) persons receiving the highest number of votes at the first annual meeting were elected to the Board for a term of two (2) years, and the two (2) persons receiving the next highest number of votes were elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors have been and shall be elected for a term of two (2) years each. The voting members for at least two-thirds (2/3) of the number of Units 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 the Board Members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the

Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. 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. A majority of the total number of members on the Board shall constitute a quorum.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association; a 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 Secretary; a Treasurer to keep the financial records and books of account; and such additional officers as the Board shall see fit to elect.

(c) Any Board member may be removed from office by affirmative vote of the voting members for at least two-thirds (2/3) of the number of Units, at any special meeting called for the purpose. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Board member removed or resigned may be elected by the voting members at the same meeting or the Board shall have the authority to fill any vacancy by a two-thirds (2/3) vote of the remaining Board members. Said appointed director shall serve until the next annual meeting of Unit Owners, unless a petition signed by no less than twenty percent (20%) of the Unit Owners is submitted to the Board requesting a meeting of the Owners for the purpose of holding an election to fill the vacancy for the remainder of the term. The meeting of the Unit Owners shall be called for purposes of filling the vacancy on the Board no later than thirty (30) days after the Board received the filing of a petition. The appointed Board member will continue to serve until the date of the election.

(d) Regular meetings of the Board shall be held at such time and place as shall be determined from time to time by a majority of the Directors, provided that not less than four (4) open meetings shall be held during each fiscal year.

(e) The Board of Directors may from time to time convene a closed or executive session to discuss:

(i) the hiring and firing of personnel and other contractors;

(ii) disciplinary action pertaining to any Owner's conduct or failure to pay any charges;

(iii) confidential matters such as threatened or pending legal matters with legal counsel.

No business shall be conducted at any closed session nor may any vote be taken. There shall be no minutes taken of closed sessions.

(f) Special Meetings of the Board may be called by the President or by at least two-thirds (2/3) of the Directors then serving.

(g) Notice of each meeting of the Board shall be mailed or personally delivered to each Owner at least forty-eight (48) hours prior to the meeting. Notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each Owner in the same manner as provided in Section 5 of this Article of these Bylaws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Notice of each meeting of the Board shall also be conspicuously posted on the Condominium Property at least forty-eight (48) hours prior to the meeting.

(h) Each meeting of the Board, to the extent required by law, shall be open to any Owner, subject to the exception for closed sessions, and, if required under the Act, notice of such meeting shall be mailed or personally delivered and posted conspicuously upon the Condominium Property at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of the Owners who attend meetings or who choose to record the proceedings. Owners who do not comply with such rules may be removed from the meeting or barred for a specified period of time. All business to come before the Board shall be conducted at an open meeting and all votes shall be recorded in the official minutes.

7. General Powers of the Board. The Board for the benefit of all the owners, shall provide and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, professional management fees, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(b) A policy or policies of insurance in accordance with Section 9 of this Article.

(c) The services of any person or firm employed by the Board. The Board, at the discretion of the voting members having a majority of the total votes, may employ the services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Unit Ownerships. The cost of such services shall be common expenses.

(d) Unless provided for in The Park of River Oaks Homeowners Association, an Illinois not-for-profit corporation, pursuant to the provisions of the recorded Declaration relating thereto, hereinafter referred to in Paragraph (h) of Article VI, landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the hallway and balcony doors appurtenant thereto, the windows appurtenant to the Units or the individual heating and air-conditioning equipment that service only one Unit including, without limitation, individual control and air distribution devices and interconnecting lines, whether located in the Unit or in the Common Elements adjoining each Unit, all of which the respective Owners shall, at their sole cost and expense, paint, clean, decorate, maintain, repair and replace) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(e) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium apartment building or for the enforcement of these restrictions.

(f) 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 owners. Where one or more 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 owners.

(g) Maintenance and repair of any Unit or the heating or air-conditioning units servicing that 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 an 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 Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.

(h) The Board or its agents upon reasonable notice or, in the case of an emergency, without notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. The Board or its agent may likewise enter any balcony or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(i) The Board's powers hereinabove 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, 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) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the voting members for at least two-thirds (2/3) of the number of Units.

(j) 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.

(k) The Board, by vote of at least three-fourths (3/4) of the Board members, and without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and the entire Property shall at all times be maintained subject to such rules and regulations. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

(l) The Board may elect to have the cost of any or all of the goods and services described in subsections (a) and (e) above, and Section 9 of this Article, assessed specially to each owner in proportion to his use of or benefit from such goods and services.

(m) The Board by vote of at least two-thirds (2/3) of the persons on the Board shall have the authority to lease or to grant licenses or concessions

with respect to any part of the Common Elements, subject to the terms of this Declaration and the Act.

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

(o) The Board may provide for the designation, hiring and removal of the such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association;

(p) To provide for any maintenance, repair, alteration, addition, improvement or replace of the Common Elements for which the Association is responsible and assign maintenance responsibility for limited common elements as is provided under the Declaration and these Bylaws;

(q) The Board shall estimate and provide each Owner with an annual operating budget before the end of each fiscal year and an annual statement of financial condition during the first quarter after the completion of each fiscal year.

(r) The Board may delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these Bylaws;

(s) The Board may own, convey, encumber, lease or otherwise deal with Dwelling Units or other real property conveyed to or purchased by the Association;

(t) The Board may incur liabilities, to borrow funds if necessary for Association purposes; to secure any of its obligations by pledge or assignment of the right for future income and accounts receivable; and

(u) The Board shall keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Condominium Property.

(v) The Board may accumulate and invest all excess funds, surpluses and reserves to pay for all future repairs and capital improvements.

8. Liability of the Board of Managers. The members of the Board of Managers, shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith as such Board members or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board, against all contractual liability to others arising out of contracts made by the Board on behalf of the Owners unless any

such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board 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 the Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent on behalf of the Owners shall provide that the members of the Board or the managing agent, as the case may be, are acting only as agent for the Owners and shall have no personal liability thereunder (except as Owners) and that each owner's liability thereunder shall be limited to that percentage of the total liability thereunder equal to his percentage of ownership in the Common Elements.

9. Insurance. The Board of Directors shall obtain the following:

(a) Property Insurance. Property insurance (i) on the common elements and the units, including the limited common elements and except as otherwise determined by the Board of Directors, the bare walls, floors, and ceilings of the unit; (ii) providing coverage for special form causes of loss, and; (iii) in a total amount of not less than the full insurable replacement cost of the insured property, 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.

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

(c) Fidelity Bond; Directors and Officers Coverage.

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

(2) The Board of Directors must obtain Directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by the Declaration or Bylaws. 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 Bylaws of the Association.

(d) Contiguous Units; Improvements and Betterments. The insurance maintained by the Association must include the Units, the Limited Common Elements except as otherwise determined by the Board of Directors, and the Common Elements. The insurance need not cover improvements and betterments to the units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected.

Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall and ceiling coverings. "Improvements and betterments" means all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets installed by Unit Owners.

(e) Deductibles. The Board of Directors of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense; (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose Units the damage or cause of loss originated; or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

(f) Other Coverage. The Association may carry any other insurance, including workers compensation, employment practices, environmental hazards, and equipment breakdown, the Board of Managers considers appropriate to protect the Association, the Unit Owners, officers, Directors or agents of the Association.

(g) Insured Parties; Waiver of Subrogation. Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions.

(1) Each Unit Owner and secured party is an insured person under the policy with respect to

liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

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

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

(h) Primary Insurance. If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.

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

(j) Certificates of Insurance. Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000.00 per year must provide certificates of insurance naming the Association, the Board and its managing agent as additional insured parties.

(k) Settlement of Claims. Any insurer defending a liability claim against a condominium association must notify the Association of the terms of the settlement no less than ten (10) days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

(l) A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his Unit or caused by his own conduct. Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his Unit and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event a Unit Owner

desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire or other hazards obtained by the Board for all of the Unit Owners a part of the Common Expenses, such Unit Owner may, at his option and expense, obtain additional insurance thereagainst.

## ARTICLE VI

### Assessment-Maintenance Fund

(a) (i) Each year on or before December 1st, 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, and for the share of costs and expenses in connection with the party walls and areas in the adjoining apartment building to be borne by the owners of the Building, as provided in paragraph 12 of Article XII, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. Said "estimated cash requirement" shall be assessed to the Owners according to each Owners percentage of ownership in the Common Elements as set forth in Exhibit "B" of the Original Declaration and attached hereto. On or before January 1 of the ensuing year and the first of each and every month of said year, each 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 assessment, made pursuant to this paragraph. On or before April 1 of each calendar year, the Board shall supply to all 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 and short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements, to the next monthly installments due from Owners under the current year's estimate, until exhausted, and one-third (1/3) of any net shortage shall be added, according to each Owner's percentage of ownership in the Common Elements, to the installments due in each of the succeeding three (3) months after rendering of the account.

(ii) Notwithstanding the provisions in subparagraph (a)(i) above, each Unit Owner's share of the "estimated cash requirement" and of the actual expenses for the preceding calendar year shall be determined in such manner so that each Owner to whom there has been assigned the perpetual and exclusive

use of one or more of the unassigned Parking Spaces shall, as to each such Parking Space, be assessed and pay the Association \$2.00 per month. The amounts so paid to the Association shall first be deducted from the expenses actually incurred and paid for the preceding year and the balance of the actual expenditures together with the reserves, shall then be allocated among the Unit Owners according to each Owner's percentage of ownership in the Common Elements, as provided in said subparagraph (a)(1).

(b) The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

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

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

(d) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any

manner of such 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 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.

(e) 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 Owner.

(f) All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit B of the Original Declaration and this Declaration.

(g) If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amounts due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law not or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by any action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit ownership, or has a receiver appointed to a suit to foreclose his lien. Any encumbrancer may from time to



time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit ownership covered by such encumbrance.

(h) The Board shall also bill and assess each Owner monthly (or at less frequent intervals if it so determines), his share of any assessment owed to The Park of River Oaks Homeowners Association, an Illinois not-for-profit corporation, pursuant to the Declaration of such association. All Owners are Members of such association as more specifically set forth in the Declaration relating thereto which has been recorded in the office of the Recorder of Deeds, Cook County, Illinois. Each such assessment billed to an Owner, in addition to becoming a lien and being enforceable by said association as provided in its Declaration and Bylaws, shall become due and payable as the Board determines and shall become a lien and be enforceable in the same manner as provided in subparagraph (g) above. Any assessment collected for said association shall be forwarded to said association or to such agent as they shall designate.

(i) Amendments to this Article VI shall only be effective upon the unanimous written consent of seventy-five percent (75%) of the Owners, and their mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

## ARTICLE VII

### Covenants and Restrictions as to Use and Occupancy

The Units and Common Elements shall be occupied and used as follows:

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

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

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

(d) Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided,

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

(f) The use and the covering of the interior surfaces of the glass doors and windows appurtenant to the Units of the Building, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board; provided, however, that the exterior lining or surface of the draperies, shades or other covering items visible from the exterior shall be white.

(g) In order to enhance the soundproofing of the Building, the floors for all occupied Units shall be carpeted, except it shall not be necessary to carpet the kitchen, bathrooms, closets, foyer or within one foot from any wall. No type of washer or dryer or other laundry equipment shall be installed in any Unit.

(h) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other 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.

(i) 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 Owners or Occupants.

(j) 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.

(k) 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.

(l) 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 baby carriages, bicycles and other personal property may be stored in the common storage area that may be designated for that purpose, and balcony and sun deck areas may be used for their intended purposes.

(m) No industry, business, trade, occupation or profession of, any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit.

(n) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.

(o) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

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

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

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

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

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

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

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

(vi) The Board of Directors shall have the authority to establish a fee for administration and documentation associated with Residents moving in and out of the premises, including a security deposit for damages to the Common Elements.

(r) Flags. (i) An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

(ii) A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

(iii) In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations governing the display of American and Military Flags:

A. The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10.

B. A flag pole or mount may not be installed on a portion of the Common Elements. A flag pole or mount may be installed on that portion of the property considered a Limited Common Element that is under the exclusive use and control of an Owner, specifically the balcony, patio, or exterior surface of an Owner's Unit.

C. In order to protect the health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the flag pole.

D. Once installed, the Owner will be responsible for the maintenance of the flag pole. If additional cost is required to maintain the portion of property on which the flag pole is installed, the Board may assess this cost back to the Owner. If it is necessary for the Association to remove the flag pole to perform maintenance, the Owner will be advised accordingly.

E. The Owner shall be responsible to fund the entire cost of any maintenance, repair or replacement to the property resulting from installation of the flag pole. In addition, the Owner must restore the property to its original condition upon removal of the flag pole. Owner does hereby indemnify and hold harmless the Board of Directors of the Association, its agents and members, from any claims for maintenance or damages to the flag or flag pole. Owner shall display any flag at their own risk.

## ARTICLE VIII

### Sale, Leasing or Other Alienation

1. Sale. Any Owner who wishes to sell his Unit Ownership shall give to the Board not less than sixty (60) days' prior written notice of the terms of any contemplated sale, together with the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase such Unit ownership upon the same terms, which option shall be exercisable for a period of sixty (60) days following the date of receipt of such notice. If said option is not exercised by the Board within said sixty (60) days, the Owner may, at the expiration of said sixty (60) day period and at any time within

ninety (90) days after the expiration of said period, contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein. If the Owner fails to close said proposed sale transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

2. Gift. Any Owner who wishes to make a gift of his Unit ownership or any interest therein shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Board. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value.

3. Devise. In the event any owner dies leaving a will devising his Unit Ownership, or any interest therein, and said will is admitted to probate, the members of the Board acting on behalf of the other Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership, or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall

appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit ownership, or interest therein, devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

4. Involuntary Sale.

(a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to the Board of his intention to do so, whereupon members of the Board acting on behalf of the other Owners shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) In the event any owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount to owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI hereof.

5. Exercise of Option. The Board, by the affirmative vote of at least three-fourths (3/4) of the Board members, and upon not less than fifteen (15) days' prior written notice thereof and the approval of no less than two-thirds (2/3) of all the Owners, may exercise any option hereinabove set forth, to purchase any Unit ownership or interest therein. The Board or its duly authorized representative, acting on behalf of the Owners, by the affirmative vote of at least three-fourths (3/4) of the Board members, and upon the approval of no less than two-thirds (2/3) of the Owners, may bid to purchase at any sale of a Unit

Ownership or interest therein of any Owner living or deceased, which said sale is held pursuant to an order or direction of a court. The written notice to all the Owners shall set forth the terms of the option to be exercised by the Board or it shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit Ownership or interest therein.

6. Release or Waiver of Option. Upon the written consent of at least one-third (1/3) of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. Proof of Termination of Option. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article VIII as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be furnished by any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

8. Financing of Purchase Under Option.

(a) Acquisition of Unit Ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (g) of Article VI hereof.

(b) The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or interest therein to be acquired.

9. Title to Acquired Interest. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each



Owner in the same proportion in which the Board could levy a special assessment under the terms of paragraph 8(a) of this Article.

10. Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in Sections 1, 2, and 3 of this Article VIII shall not apply to any sale, lease, gift, devise or other transfer between co-Owners of the same Unit, or to the spouse, or to any lawful children of the Owner, or any one or more of them, or to any trustee of a trust the sole beneficiary or beneficiaries of which are the Owner, the spouse or lawful child of the Owner, or any one or more of them. For purposes of this Article VIII, unless otherwise specifically provided herein the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.

11. Leasing. Pursuant to the Fifth Amendment to the Original Declaration dated November 22, 1996 and recorded with the Cook County Recorder of Deeds as Document No. 96893421, the following shall apply:

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

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

(c) The Board of Managers of the Association shall have the right to lease out any Association owned Units or any Unit which the Association has possession of pursuant to any court order.

## ARTICLE IX

### Damage or Destruction and Restoration of Building

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within thirty (30) days after said damage or destruction, the Owners elect either to sell the Property as hereinafter provided in Article X 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 is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" of the Original Declaration, after first paying out of the share of each owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

2. Insufficient Insurance. In the event the Property or the improvements thereon so damaged or destroyed are not insured against the peril causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration, or reconstruction, and the Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within ninety (90) days after said damage or destruction, then the provisions of the Act in such event shall apply.

3. Extent of Repair, Restoration or Reconstruction. Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

## ARTICLE X

### Sale of the Property

The Owners by affirmative vote of at least seventy-five percent (75%) of the undivided ownership of the Common Elements, at a meeting duly called for such purpose 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 Ownership entitled to notice under Section 2 of Article XIII of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every 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 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 a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, the two so selected shall select a third, and the fair market value, as determined by a majority of the three 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.

## ARTICLE XI

### Remedies for Breach of Covenants Restrictions and Regulations

1. Abatement and Enjoinment. 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, 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 owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Trustee, or its beneficiaries, or their successors or assigns, or 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 maximum legal rate until paid, shall be charged to and assessed against such defaulting 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 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 of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

2. Involuntary Sale. If any Owner (either by his own conduct or by the conduct of 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 more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner to continue as an 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 Owner for a decree of mandatory injunction against the owner or Occupant or, in the alternative, a decree declaring the termination of the defaulting 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 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 Owner from re-acquiring 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 Owner in said decree. Any balance of the proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

## ARTICLE XII

### Availability of Records

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

- (a) the Association's Declaration, Bylaws, and plats of survey, and all amendments of these;
- (b) the rules and regulations of the association, if any;
- (c) if the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;
- (d) minutes of all meetings of the Association and its Board of Directors for the immediately preceding seven (7) years;

- (e) all current policies of insurance of the association;
- (f) 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;
- (g) a current listing of the names, addresses, and weighted vote of all Owners entitled to vote;
- (h) ballots and proxies related to ballots for all matters voted on by the Unit Owners of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board; and
- (i) 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.

2. Any Unit Owner shall have the right to inspect, examine, and request copies for a reasonable fee, the records described in subparagraphs (a) – (e) of Section 1 of this Article, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, the Unit Owner must submit a written request to the Board, or its authorized agent, stating with particularity the records sought to be examined. Upon paying a reasonable fee, failure of the Board to make available all records so requested within 30 days of receipt of the Unit Owner's written request shall be deemed a denial.

Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraphs (a) – (e) of Section 1 of this Article shall be entitled to recover reasonable attorney's fees and costs from the Association.

3. Except as otherwise provided in Section 5 of this Article, any Unit Owner of the Association shall have the right to inspect, examine, and make copies of the records described in subparagraphs (f) – (i) of Section 1 of this Article, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office and at a reasonable fee. In order to exercise this right, the Unit Owner must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request. Subject to the provisions of Section 5 of this Article, failure of the Board to make available all records so requested within thirty (30) business days of receipt of the Unit Owner's written request shall be deemed a denial; provided, however, that if the Association has

adopted a secret ballot election process as provided in Section 18 of the Act shall not be deemed to have denied a Unit Owner's request for records described in subparagraph (h) of Section 1 of this Article if voting ballots, without identifying unit numbers, are made available to the requesting Unit Owner within thirty (30) days of receipt of the Unit Owner's written request. In an action to compel examination of records described in subparagraphs (f) – (i) of Section 1 of this Article, the burden of proof is upon the Unit Owner to establish that the Unit Owner's request is based on a proper purpose. Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraphs (f) – (i) of Section 1 of this Article shall be entitled to recover reasonable attorney's fees and costs from the Association only if the court finds that the Board acted in bad faith in denying the Unit Owner's request.

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

5. Notwithstanding the provisions of Section 3 of this Article, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its Unit Owners:

- (a) documents relating to appointment, employment, discipline, or dismissal of Association employees;
- (b) documents relating to actions pending against or on behalf of the Association or its Board of Directors in a court or administrative tribunal;
- (c) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Directors in a court or administrative tribunal;
- (d) documents relating to common expenses or other charges owed by a Unit Owner other than the requesting Unit Owner; and
- (e) documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a Unit Owner other than the requesting Unit Owner.

6. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account

setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

## ARTICLE XIII

### General Provisions

1. 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 Owner whose Unit Ownership is subject to such mortgage or trust deed.

2. 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 Owner, as the case may be at 200 Park Avenue, Calumet City, Illinois, (indicating thereon the number of the respective Unit if addressed to an Owner), or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board of the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or if addressed to an Owner, when deposited in his mailbox in the Building.

3. Notices required to be given any devisee or personal representative of a deceased 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 Owner is being administered.

4. Each Grantee, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Condominium Deed, 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 right, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Property, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

5. 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.

6. The 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 the Owners of at least three-fourths (3/4) of the number of Units and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. 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 provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

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

8. 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 the incumbent Mayor of the City of Chicago and the incumbent President of the United States.

9. 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.

10. In the event title to any unit ownership is conveyed to a land titleholding 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 titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.



11. Notwithstanding any right, power, or authority given to the Board or any owner or anything else in this Declaration to the contrary, no structure shall be commenced, erected or maintained upon the Parcel, and no antenna, awning or any other exterior addition to, or change or alteration therein be made, affixed to or placed upon the exterior of the Building or any other improvement or structure situated on the Parcel unless there has been approval or compliance as provided in the aforementioned Declaration for The Park of River Oaks Homeowners Association.

12. Notwithstanding anything herein to the contrary, the Owners of this Property shall pay 162/312ths and the owners of the Condominium 1B shall pay 150/312ths of (i) the cost of electricity for the Common Elements of the two condominiums as recorded on the meters that are located in the portion of the Building designated as Core #4 on Sheet 2 of Exhibit "A" of the Original Declaration attached hereto and (ii) the cost of operating, maintaining, decorating, repairing and replacing Core #4 and all the equipment and facilities therein.

SIGNED AND APPROVED this 20<sup>th</sup> day of October, 2008.

*Maureen Fitzgerald*  
*Emma Edwards*  
*Bernice Megginson*  
*Alan S. Deak*  
*Carson Hall*

Being no less than two-thirds (2/3) of the Board of Directors of The Park of River Oaks Condominium No. 1A

## EXHIBIT A

### LEGAL DESCRIPTION

Lot 2 in River Oaks West Unit No. 1, being a Subdivision of part of the Northwest Quarter of Section 24 and that part of Lot 1 lying North of the Little Calumet River in the Subdivision of the Southwest Quarter of Section 24, all in Township 36 North, Range 14, East of the Third Principal Meridian according to the Plat thereof recorded November 8, 1971 as Document No. 21704184, in Cook County, Illinois.

More commonly known by the addresses and Property Index Numbers shown below, all of which are located in the City of Calumet City, County of Cook, State of Illinois:

Address	Unit	PIN NUMBER
100 Park Avenue	200	29-24-100-018-1001
100 Park Avenue	201	29-24-100-018-1162
100 Park Avenue	202	29-24-100-018-1003
100 Park Avenue	203	29-24-100-018-1004
100 Park Avenue	204	29-24-100-018-1005
100 Park Avenue	205	29-24-100-018-1006
100 Park Avenue	206	29-24-100-018-1007
100 Park Avenue	207	29-24-100-018-1008
100 Park Avenue	208	29-24-100-018-1009
100 Park Avenue	209	29-24-100-018-1010
100 Park Avenue	210	29-24-100-018-1011
100 Park Avenue	211	29-24-100-018-1164
100 Park Avenue	212	29-24-100-018-1013
100 Park Avenue	213	29-24-100-018-1014
100 Park Avenue	214	29-24-100-018-1165
100 Park Avenue	215	29-24-100-018-1016
100 Park Avenue	216	29-24-100-018-1166
100 Park Avenue	200	29-24-100-018-1028
100 Park Avenue	301	29-24-100-018-1029
100 Park Avenue	302	29-24-100-018-1030
100 Park Avenue	303	29-24-100-018-1031
100 Park Avenue	304	29-24-100-018-1032
100 Park Avenue	305	29-24-100-018-1033
100 Park Avenue	306	29-24-100-018-1034
100 Park Avenue	307	29-24-100-018-1035
100 Park Avenue	308	29-24-100-018-1036
100 Park Avenue	309	29-24-100-018-1037
100 Park Avenue	310	29-24-100-018-1038

100 Park Avenue	311	29-24-100-018-1039
100 Park Avenue	312	29-24-100-018-1169
100 Park Avenue	313	29-24-100-018-1041
100 Park Avenue	314	29-24-100-018-1042
100 Park Avenue	315	29-24-100-018-1043
100 Park Avenue	316	29-24-100-018-1044
100 Park Avenue	400	29-24-100-018-1055
100 Park Avenue	401	29-24-100-018-1056
100 Park Avenue	402	29-24-100-018-1171
100 Park Avenue	403	29-24-100-018-1172
100 Park Avenue	404	29-24-100-018-1059
100 Park Avenue	405	29-24-100-018-1060
100 Park Avenue	406	29-24-100-018-1173
100 Park Avenue	407	29-24-100-018-1062
100 Park Avenue	408	29-24-100-018-1063
100 Park Avenue	409	29-24-100-018-1064
100 Park Avenue	410	29-24-100-018-1065
100 Park Avenue	411	29-24-100-018-1066
100 Park Avenue	412	29-24-100-018-1067
100 Park Avenue	413	29-24-100-018-1068
100 Park Avenue	414	29-24-100-018-1069
100 Park Avenue	415	29-24-100-018-1070
100 Park Avenue	416	29-24-100-018-1174
100 Park Avenue	500	29-24-100-018-1175
100 Park Avenue	501	29-24-100-018-1083
100 Park Avenue	502	29-24-100-018-1084
100 Park Avenue	503	29-24-100-018-1176
100 Park Avenue	504	29-24-100-018-1086
100 Park Avenue	505	29-24-100-018-1087
100 Park Avenue	506	29-24-100-018-1088
100 Park Avenue	507	29-24-100-018-1089
100 Park Avenue	508	29-24-100-018-1090
100 Park Avenue	509	29-24-100-018-1091
100 Park Avenue	510	29-24-100-018-1092
100 Park Avenue	511	29-24-100-018-1093
100 Park Avenue	512	29-24-100-018-1094
100 Park Avenue	513	29-24-100-018-1095
100 Park Avenue	514	29-24-100-018-1096
100 Park Avenue	515	29-24-100-018-1097
100 Park Avenue	516	29-24-100-018-1098
100 Park Avenue	600	29-24-100-018-1109
100 Park Avenue	601	29-24-100-018-1180
100 Park Avenue	602	29-24-100-018-1111
100 Park Avenue	603	29-24-100-018-1181
100 Park Avenue	604	29-24-100-018-1113
100 Park Avenue	605	29-14-100-018-1114

100 Park Avenue	606	29-24-100-018-1115
100 Park Avenue	607	29-24-100-018-1116
100 Park Avenue	608	29-24-100-018-1182
100 Park Avenue	609	29-24-100-018-1118
100 Park Avenue	610	29-24-100-018-1119
100 Park Avenue	611	29-24-100-018-1120
100 Park Avenue	612	29-24-100-018-1121
100 Park Avenue	613	29-24-100-018-1122
100 Park Avenue	614	29-24-100-018-1123
100 Park Avenue	615	29-24-100-018-1124
100 Park Avenue	616	29-24-100-018-1125
100 Park Avenue	700	29-14-100-018-1136
100 Park Avenue	701	29-24-100-018-1137
100 Park Avenue	702	29-24-100-018-1138
100 Park Avenue	703	29-24-100-018-1139
100 Park Avenue	704	29-24-100-018-1140
100 Park Avenue	705	29-24-100-018-1141
100 Park Avenue	706	29-24-100-018-1142
100 Park Avenue	707	29-24-100-018-1143
100 Park Avenue	708	29-24-100-018-1144
100 Park Avenue	709	29-24-100-018-1145
100 Park Avenue	710	29-24-100-018-1146
100 Park Avenue	711	29-24-100-018-1186
100 Park Avenue	712	29-14-100-018-1148
100 Park Avenue	713	29-24-100-018-1149
100 Park Avenue	714	29-24-100-018-1150
100 Park Avenue	715	29-24-100-018-1151
100 Park Avenue	716	29-24-100-018-1152
200 Park Avenue	217	29-24-100-018-1018
200 Park Avenue	218	29-24-100-018-1019
200 Park Avenue	219	29-24-100-018-1020
200 Park Avenue	220	29-24-100-018-1021
200 Park Avenue	221	29-24-100-018-1022
200 Park Avenue	222	29-24-100-018-1023
200 Park Avenue	223	29-24-100-018-1024
200 Park Avenue	224	29-14-100-018-1167
200 Park Avenue	225	29-24-100-018-1026
200 Park Avenue	226	29-24-100-018-1168
200 Park Avenue	317	29-24-100-018-1045
200 Park Avenue	318	29-24-100-018-1046
200 Park Avenue	319	29-24-100-018-1047
200 Park Avenue	320	29-24-100-018-1048
200 Park Avenue	321	29-24-100-018-1049
200 Park Avenue	322	29-24-100-018-1170
200 Park Avenue	323	29-24-100-018-1051
200 Park Avenue	324	29-24-100-018-1052

200 Park Avenue	325	29-24-100-018-1053
200 Park Avenue	326	29-24-100-018-1054
200 Park Avenue	417	29-24-100-018-1072
200 Park Avenue	418	29-24-100-018-1073
200 Park Avenue	419	29-24-100-018-1074
200 Park Avenue	420	29-24-100-018-1075
200 Park Avenue	421	29-24-100-018-1076
200 Park Avenue	422	29-24-100-018-1077
200 Park Avenue	423	29-24-100-018-1078
200 Park Avenue	424	29-24-100-018-1079
200 Park Avenue	425	29-24-100-018-1080
200 Park Avenue	426	29-24-100-018-1081
200 Park Avenue	517	29-24-100-018-1099
200 Park Avenue	518	29-24-100-018-1100
200 Park Avenue	519	29-24-100-018-1101
200 Park Avenue	520	29-24-100-018-1177
200 Park Avenue	521	29-24-100-018-1103
200 Park Avenue	522	29-24-100-018-1104
200 Park Avenue	523	29-24-100-018-1105
200 Park Avenue	524	29-24-100-018-1178
200 Park Avenue	525	29-24-100-018-1107
200 Park Avenue	526	29-24-100-018-1179
200 Park Avenue	617	29-24-100-018-1183
200 Park Avenue	618	29-24-100-018-1127
200 Park Avenue	619	29-24-100-018-1128
200 Park Avenue	620	29-24-100-018-1129
200 Park Avenue	621	29-24-100-018-1130
200 Park Avenue	622	29-24-100-018-1131
200 Park Avenue	623	29-24-100-018-1184
200 Park Avenue	624	29-24-100-018-1133
200 Park Avenue	625	29-24-100-018-1134
200 Park Avenue	626	29-24-100-018-1185
200 Park Avenue	717	29-24-100-018-1153
200 Park Avenue	718	29-24-100-018-1187
200 Park Avenue	719	29-24-100-018-1155
200 Park Avenue	720	29-24-100-018-1156
200 Park Avenue	721	29-24-100-018-1188
200 Park Avenue	722	29-24-100-018-1158
200 Park Avenue	723	29-24-100-018-1159
200 Park Avenue	724	29-24-100-018-1160
200 Park Avenue	725	29-24-100-018-1161
200 Park Avenue	726	29-24-100-018-1162

EXHIBIT B

PERCENTAGE OF OWNERSHIP

UNIT NO.	PARKING SPACE	PERCENTAGE OF INTEREST IN COMMON ELEMENTS
200	98	.59
201	27	.70
202	99	.59
203	91	.54
204	105	.59
205	50	.61
206	106	.59
207	51	.54
208	39	.59
209	52	.61
210	67	.59
211	109	.61
212	90	.67
213	96	.61
214	111	.52
215	97	.61
216	53	.52
217	113	.67
218	108	.59
219	124	.61
220	112	.58
221	123	.61
222	113	.67
223	122	.61
224	107	.52
225	121	.61
226	78	.52
300	82	.61
301	81	.68
302	80	.61
303	79	.53
304	48	.61
305	49	.60
306	83	.61

307	84	.53
308	85	.61
309	86	.60
310	87	.61
311	88	.60
312	13	.69
313	103	.60
314	102	.54
315	101	.60
316	100	.54
317	132	.53
318	131	.61
319	130	.60
320	129	.61
321	128	.60
322	110	.69
323	117	.60
324	118	.54
325	119	.60
326	120	.54
400	69	.63
401	68	.70
402	22	.63
403	89	.54
404	65	.63
405	64	.61
406	115	.63
407	42	.54
408	44	.63
409	45	.61
410	46	.63
411	47	.61
412	35	.71
413	75	.61
414	76	.55
415	77	.61
416	66	.55
417	155	.54
418	154	.63
419	136	.61
420	135	.63
421	134	.61
422	145	.71
423	144	.61
424	143	.55
425	141	.61

426	133	.55
500	114	.64
501	40	.71
502	41	.64
503	43	.55
504	54	.64
505	55	.63
506	56	.64
507	57	.55
508	58	.64
509	59	.63
510	60	.64
511	61	.63
512	62	.72
513	73	.63
514	72	.56
515	71	.63
516	70	.56
517	173	.55
518	164	.64
519	162	.63
520	157	.64
521	160	.63
522	159	.72
523	158	.63
524	161	.56
525	140	.63
526	127	.56
600	18	.64
601	63	.72
602	21	.64
603	10	.56
604	23	.64
605	24	.63
606	25	.64
607	26	.56
608	92	.64
609	28	.63
610	29	.64
611	30	.63
612	33	.73
613	34	.63
614	36	.57
615	37	.63
616	38	.57
617	137	.56



618	167	.64
619	166	.63
620	165	.64
621	146	.63
622	147	.73
623	139	.63
624	149	.57
625	138	.63
626	163	.57
700 (PH B-00)	9	.67
701 (PH C-01)	31	.75
702 (PH B-02)	8	.67
703 (PH A-03)	7	.59
704 (PH B-04)	6	.67
705 (PH B-05)	5	.66
706 (PH B-06)	4	.67
707 (PH A-07)	3	.59
708 (PH B-08)	2	.67
709 (PH B-09)	1	.66
710 (PH B-10)	12	.67
711 (PH B-11)	11	.66
712 (PH C-12)	32	.76
713 (PH B-13)	14	.66
714 (PH A-14)	15	.60
715 (PH B-15)	16	.66
716 (PH A-16)	17	.60
717 (PH A-17)	169	.59
718 (PH B-18)	142	.67
719 (PH B-19)	171	.66
720 (PH B-20)	172	.67
721 (PH B-21)	148	.66
722 (PH C-22)	174	.76
723 (PH B-23)	153	.66
724 (PH A-24)	152	.60
725 (PH B-25)	151	.66
726 (PH A-26)	150	.60

EXHIBIT C

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

I, Glen Hooley, state that I am the President of the Board of Directors of The Park of River Oaks Condominium No. 1A, and that a copy of the foregoing Amended and Restated Declaration was either delivered personally to each Unit Owner at the Association or was sent by regular U. S. Mail, postage prepaid, to each Unit Owner in the Association at the address of the unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices. I further state that the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amended and Restated Declaration.

By: Glen Hooley

Subscribed and Sworn to  
before me this \_\_\_\_ day of  
\_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_