



0332432185

Doc#: 0332432185  
Eugene "Gene" Moore Fee: \$222.00  
Cook County Recorder of Deeds  
Date: 11/20/2008 03:12 PM Pg: 0

DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS  
EASEMENTS, RESTRICTIONS AND COVENANTS ESTABLISHING  
PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES AT

**1560 W. WABANSIA  
CHICAGO, ILLINOIS**

PURSUANT TO CONDOMINIUM PROPERTY ACT OF ILLINOIS

FOR

**GLOVE CO. LOFTS CONDOMINIUM**

THIS DECLARATION PREPARED BY AND MAIL TO:

STEPHEN D. RICHEK  
20 North Clark Street  
Suite 2450  
Chicago, Illinois 60602

P.I.N. 14-32-306-015-0000  
14-32-306-016-0000  
14-32-306-017-0000

**DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS  
EASEMENTS, RESTRICTIONS AND COVENANTS ESTABLISHING  
A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES AT**

**1560 W. WABANSIA  
CHICAGO, ILLINOIS**

**PURSUANT TO CONDOMINIUM PROPERTY ACT OF ILLINOIS FOR  
GLOVE CO. LOFTS CONDOMINIUM  
INDEX TO DECLARATION**

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
I.	DEFINITIONS	4
II.	UNITS	5
III.	COMMON ELEMENTS	6
IV.	GENERAL PROVISIONS AS TO UNITS & COMMON ELEMENTS	8
V.	COMMON EXPENSES, MORTGAGES & REAL ESTATE TAXES	9
VI.	INSURANCE	10
VIII.	ADMINISTRATION & OPERATION	12
VIII.	MAINTENANCE, ALTERATIONS, DECORATING	14
IX.	DAMAGE OR DESTRUCTION & RESTORATION OF BUILDING	15
X.	EMINENT DOMAIN	17
XI.	SALE OF THE PROPERTY	17
XII.	BY-LAWS	18
XIII.	BOARD OF MEMBERS	18
XIV.	MEMBERS (Unit Owners)	22
XV.	ASSESSMENTS - MAINTENANCE FUND	24
XVI.	COVENANTS & RESTRICTIONS AS TO USE & OCCUPANCY	27
XVII.	REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS	29
XVIII.	DEDICATION	31
XIX.	RIGHTS OF FIRST MORTGAGEES	31
XX.	GENERAL PROVISION	33

**DECLARATION OF CONDOMINIUM OWNERSHIP  
AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS**

**GLOVE CO. LOFTS CONDOMINIUM**

THIS DECLARATION made and entered into by NEW HAVEN HOMES OF ILLINOIS, LLC, an Illinois Limited Liability Company and RAVENSWOOD PROPERTIES, INC., an Illinois corporation, for convenience hereinafter referred to as the "DEVELOPER".

**WITNESSETH**

WHEREAS, the Developer is the legal titleholder of the following described real estate in the City of Chicago, County of Cook, and State of Illinois:

LOTS 18 AND 19 IN BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT HOWEVER FROM SAID PREMISES THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 32 CONVEYED TO CITY OF CHICAGO FOR NORTH ASHLAND AVENUE) IN COOK COUNTY, ILLINOIS.

and:

WHEREAS, it is the desire and intention of the Developer to enable the property (as hereinafter defined) which includes structure, improvements and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in any wise pertaining thereto to be owned by Developer and by each successor in interest of Developer, under that certain type or method or ownership commonly known as "CONDOMINIUM", and to submit the Property to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time; and

WHEREAS, the Developer, acting under direction of the parties authorized to direct the Developer, has elected by this Declaration to establish for the mutual benefit of all future Unit Owners or occupants of the Property, or any part thereof, which shall be known as GLOVE CO. LOFTS CONDOMINIUM, or such other name as may be subsequently adopted pursuant to the Act by the Developer or the Board, certain easements and rights in, over and upon said real estate and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Developer has further elected, by this Declaration, to declare that the several Unit Owners, occupants, mortgagees, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times 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 cooperative aspect of ownership and to facilitate the proper administration of such property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, Developer aforesaid as the legal titleholder heretofore described and for the purposes above set forth, DECLARES AS FOLLOWS:

**ARTICLE I**  
**DEFINITIONS**

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

- Act** means the "Condominium Property Act", as amended from time to time, of the State of Illinois.
- Declaration** means the instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.
- Parcel** means the parcel or tract of real estate land, described in the Declaration, submitted to the provisions of the Act.
- Property** means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.
- Unit** means a part of the Property designed and intended for any type of independent use.
- Common Elements** means all portions of the Property except the Units, including Limited Common Elements unless otherwise specified.
- Person** means a natural individual, corporation, partnership, Developer or other legal entity capable of holding title to real property.
- Unit Owner** means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- Majority** or "majority of the Unit Owners" means the owners of more than one-half (1/2) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.
- Plat** means a Plat or Plats of Survey of the Parcel and of all Units in the Property submitted to the provisions of this Act, which may consist of a three-dimensional horizontal and vertical delineation of all such Units.
- Condominium Instruments** means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.
- Common Expenses** means the proposed or actual expenses affecting the property, including Reserves, if any, lawfully assessed by the Board of Managers of the Unit Owner's Association.

<u>Reserves</u>	means those sums paid by Unit Owners which are separately maintained by the Board of Managers for the purposes specified by the Board of Managers or the Condominium Instruments.
<u>Unit Owners' Association</u>	or "Association" means the Association of all the Unit Owners, acting pursuant to the By-Laws through its duly elected Board of Managers.
<u>Purchaser</u>	means any person or persons other than Developer who purchase a Unit in a bona fide transaction for value.
<u>Limited Common Elements</u>	means a portion of the Common Elements so designated in the Declaration as going reserved for the use of a certain Unit or Units to the exclusion of other Units.
<u>Building</u>	means all structures, attached or unattached, containing one or more Units.
<u>Occupant</u>	means a person, or persons, other than a Unit Owner, in possession of one or more Units.
<u>Voting Member</u>	means the person entitled to exercise all voting power in respect to each Unit Ownership.
<u>First Mortgage</u>	means a bona fide first mortgage, first trust deed or equivalent security interest covering a Unit.
<u>First Mortgagee</u>	means the holder of a bona fide first mortgage.
<u>Administrator</u>	means Administrator of Veterans' Affairs.
<u>Developer</u>	means New Haven Homes of Illinois, LLC and Ravenswood Properties, Inc.

## ARTICLE II

### UNITS

#### 1. Description

All Units located on the Property are delineated on the survey referred hereto as Exhibit "A" and made a part of the Declaration and are legally described as follows:

UNITS: 1701-03C, 1705-C, 1707-C, 1560-2A, 1560-3A, 1560-2B, 1560-3B, 1560-2C, 1560-3C, 1560-2D, 1560-3D, 1560-2E, 1560-3E, 1560-2F, 1560-3F, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, P-11, P-12, P-14, P-15, P-16, P-17, P-18, S1, S2, AND S3 IN THE GLOVE CO. LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 18 AND 19 IN BLOCK 20 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT HOWEVER FROM SAID PREMISES THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 32 CONVEYED TO CITY OF CHICAGO FOR NORTH ASHLAND AVENUE) IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION MADE BY NEW HAVEN HOMES OF ILLINOIS, LLC AND RAVENSWOOD PROPERTIES, INC. RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 0332432185.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a Unit in the delineation thereof in Exhibit "A". The legal description of each Unit shall consist of the identifying number or symbol of such Unit followed by the legal description of the Property, as shown on Exhibit "A". Except as provided by the Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner, cause the Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "A".

2. Certain Structures Not Constituting Part of a Unit

No structural components of the Building, and no pipes, wires, conduits, public utility lines, ducts, flues and shafts situated within a Unit and forming part of any system serving one or more other Units, nor the Common Elements, shall be deemed part of said Unit.

3. Plat

The Plat sets forth the measurements, elevations, locations and other data, as required by the act, of the Parcel and the Building, and of each Unit. Whenever in this Declaration the terms "survey", "surveys", "Plat" or "Exhibit 'A'" appears, it shall be hereafter recorded pursuant to this section.

4. Subdivision and Combination of Units

A Unit Owner or Unit Owners, including Developer, may, at their expense, in accordance with the Act and with the consent of the Board, subdivide or combine their Unit or Units, and in connection therewith, may define and locate new Common Elements and Limited Common Elements. Any such relocation of existing Limited Common Elements shall also be approved in writing by all Unit Owners whose Units are served by such Limited Common Elements.

Any Unit Owner wishing to combine or subdivide Units or relocate Common Elements or Limited Common Elements may do so in accordance with the provisions of the Act and this Section and at such Unit Owner's sole cost and expense. Such Unit Owner, at its sole expense shall furnish the Board with such plans, drawings and specifications as the Board shall reasonably requires relating to the planned work, copies of all necessary building permits or other necessary governmental approvals, proposed amendment to the Plat reflecting the changed boundaries and proposed amendment reflecting any change in the percentage ownership of units as a result of any such work and evidence that the First Mortgagees of the affected Unit Owners have consented to the combination or subdivision. The Board shall not approve any such work if the size of any Unit remaining after subdivision is substantially smaller than prior to such subdivision. Developer may subdivide or combine Units without seeking the approval of the Board of Units it owns.

5. Restriction on Certain Units

Units P-1 through P-12 and P-14 through P-18 are limited to parking. Units S1 through S3 are limited to storage. Units 1701-03C, 1705C and 1707C are commercial units for non-living spaces.

**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, landscaping, outside stairways, if any, roof, structural parts of the Building, component parts of walls, floors and ceilings and pipes, ducts, flues, shafts and public utility lines serving the Common Elements or more than one Unit.

2. Ownership of Common Elements

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Unit Owners of the Property, and, except as otherwise limited in the 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. Such right shall extend to each Unit Owner, and the agents, servants, tenants, and invites of each Unit Owner. Each Unit Owner's interest shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Unit Owners, unless hereafter changed by recorded amendment to this Declaration, consented to in writing by all Unit Owners. Developer has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto; and each Unit Owner accepts such determination. Notwithstanding the foregoing, the undivided percentage of ownership in the Common Elements may be adjusted by the Board as necessary as a result of a casualty loss to the Property or arising out of a condemnation proceeding as hereinafter provided.

3. No Partition of Common Elements

There shall be no partition of the Common Elements through judicial proceedings or otherwise, until this Agreement 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.

4. Limited Common Elements

Except as otherwise in this Declaration provided, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Units. Without limiting the generality of the foregoing, the Limited Common Elements shall include the following: (i) any patio, terrace, open porch, stairway, landing, balcony or storage area, direct

access to which is provided from a Unit, and which is located outside of and adjoining such Unit; (ii) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; (iii) perimeter doors and windows which serve exclusively a single Unit; (iv) any system or component part thereof (including, without limitation, the furnaces, boilers, fittings, housings, ducts, flues, shafts, electrical wiring, conduits and the areas or rooms containing them), which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit. The survey already shows certain decks as Limited Common Elements.

5. Use of the Common Elements

Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners as may be required for the purpose 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, tenants and invites of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit alone or with adjoining Units. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and this Declaration and the By-Laws herein and the rules and regulations of the Association.

6. Maintenance and Repair of Limited Common Elements and Units

Each Unit Owner or combination thereof shall be responsible for and shall furnish, at his own expense, all of the upkeep, maintenance, repair and replacements within his own Unit and the Limited Common Elements serving exclusively his Unit.

7. Storage Limited Common Elements

The plat describes storage limited common elements with the term LCE.

## ARTICLE IV

### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to Provision of Act

The Property is hereby submitted to the provisions of the Act.

2. No Severance of Ownership

No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to the 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

If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who creates an encroachment by his intentional, wilful or negligent conduct or that of his agent.

B. Utility Easements

Ameritech, Commonwealth Edison Company, Peoples Gas 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 related to their service to the Property, into and through the Common Elements and the Units, (but as to the Units, only to the extent in existence on the day this Declaration is recorded) where reasonably necessary for the purpose of providing utility services to the Property.

C. Other Easements

In addition to the easements provided for herein, the Board, on behalf of all of the Unit Owners, shall have the right and power, (i) to grant such easements with respect to the Common Elements (except the Limited Common Elements) as the Board deems necessary and proper, including, without limitation, access easements for governmental authorities or private enterprise providing services to the Property, or easements related to the installation and operation of a cable television, satellite television or other forms of communication system, and/or (ii) to cancel, alter, change or modify any easement which affects the Property and does not benefit a Unit Owner, as the Board shall, in its discretion, determine. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly recorded.

4. Easements and Rights to Run with Land

All easements and rights described herein are easements and rights 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 Developer, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligations, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantee, mortgagee and Developer of such Unit Ownership as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

## ARTICLE V

### COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

#### 1. Common Expenses

Each Unit Owner shall pay his proportionate share of the common expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon. Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws.

#### 2. Separate Mortgages

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

#### 3. Separate Real Estate Taxes

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

## ARTICLE VI

### INSURANCE

1. The Board of Managers shall acquire as a common expense, a policy or policies of insurance, insuring the Common Elements and the Units against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the Common Elements and the Units, written in the name of and to require a provision in such policy that the proceeds thereof shall be payable to the members of the Board, as Developer for each of the Unit Owners in the percentages established in Exhibit "B".

All said policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the mortgages or mortgagees of each Unit, if any, as their respective interest may appear, (ii) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Unit Owner, (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (iv) shall contain an endorsement to the effect that such

policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit, (v) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, Developer, the Developer, the managing agent, if any, their respective employees and agents and the Unit Owners and occupants, and (vi) shall contain a "Replacement Cost Endorsement". The proceeds of such insurance shall be applied by the Board or by the corporate Developer or agent on behalf of the Board for the reconstruction of the Building or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagees of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of the Act with respect to the application of insurance proceeds to reconstruction of the Building. The Board may engage the services of and such insurance may be payable to a bank or trust company authorized to do, execute and accept trusts in Illinois to act as Insurance Developer, or as Agent or Depository as an alternative to acting as Developer, and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such bank or trust company shall be common expenses.

In the event of any loss in excess of \$50,000.00 in the aggregate, at the Board's discretion or request of any Unit Owner, the Board shall solicit bids from reputable contractors.

Payment by an insurance company to the Board or to such corporate Developer or agent of the proceeds of any policy, and the receipt of release from the Board or such corporate Developer or agent of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust or agency agreement under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate Developer.

Each Unit Owner shall inform the Board, in writing, of additions, alterations or improvements made by said Unit Owner, to his Unit, and the value thereof, which value shall be included in the full replacements insurable costs if insurance purposes. If a Unit Owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss settlement, the Unit Owner shall be responsible for such penalty.

2. Appraisal

The full, insurable replacement cost of the Property, including the Units and Common Elements shall be determined from time to time (but not less frequently than once in any twelve-month period) by the Board. The Board shall have the authority to obtain an appraisal by the reputable appraisal company as selected by the Board. The cost of such appraisal shall be a common expense.

3. Public Liability and Property Damage Insurance

The Board shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of person, and property damage, in such limits as it may deem desirable, insuring Developer, the Association, its officers, members of the Board, the manager and managing agent of the Building, if any, and their respective employees and agents, from claims and liabilities arising in connection with the ownership, existence, use or management

of the Property and the streets and sidewalks adjoining the Property, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Developer shall be included as an additional insured in his capacity as unit owner and board member. The Unit Owners shall be included as additional insured but only with respect to that portion of the premises not reserved to their exclusive use. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties, and shall contain a waiver of any rights to subrogation by the insuring company against any insured parties. The premiums for such insurance shall be a common expense.

4. Other Insurance

The Board shall also have the authority to and shall maintain the following insurance:

- A. Fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Unit Owners in such amount as the Board shall deem desirable, but not less than 150% of the annual operating expenses of the Association, including reserves. The premium for such fidelity bond shall be a common expense.
- B. Directors and officers liability insurance.
- C. Such workmen's compensation insurance as may be necessary to comply with applicable laws.
- D. Such other insurance in such reasonable amounts as is required under the Act or the Board shall deem desirable.

5. Waiver

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

6. Notice

The Board of Managers shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this Article.

7. Contents Insurance

Each Unit Owner shall be responsible for procuring and maintaining insurance on the contents of his own Unit at his own expense.

## ARTICLE VII

### ADMINISTRATION AND OPERATION

1. Administration

The administration of the Property shall be vested in the Board of Managers consisting of the number of persons, and who shall be elected in the manner provided in the By-Laws contained herein, as Articles XIII, XIV, XV, XVI and XVII. The Developer, or the Board of Managers, may cause to be incorporated under the laws of the State of Illinois, a not-for-profit corporation (herein referred to as "the Association") under the name of GLOVE CO. LOFTS CONDOMINIUM or a name similar thereto, which corporation shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elements and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein in the Act.

2. Duties and Powers of the Association

The Unit Owners' Association is responsible for the overall administration of the Property through its duly elected Board of Managers. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, if any, the By-Laws and this Declaration; provided, however, that, (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the Articles of Incorporation, if any, and the By-Laws on the other hand, (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation, if any, and the By-Laws on the other hand.

3. Indemnity

The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each Agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

4. Board's Determination Binding

In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owner.

5. Administration of Property Prior to Election of Initial Board of Managers

Until the election of the initial Board of Managers, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Managers by the Act and in the Declaration and By-Laws shall be held and performed by the Developer. The election of the initial Board of Managers shall be held not later than sixty (60) days after the conveyance by the Developer of three-fourths (3/4) of the Units or three (3) years after the recording of the Declaration, whichever is earlier. If the initial Board of Managers is not elected by the Unit Owners at the time so established, the Developer shall continue in office for a period of thirty (30) days whereupon written notice of his resignation shall be sent to all of the Unit Owners entitled to vote at such election.

Within sixty (60) days following the election of a majority of the Board of Managers other than the Developer, the Developer shall deliver to the Board of Managers all of the documents and funds required by Section 18.2 of the Condominium Property Act of the State of Illinois, Ill. Rev. Stat. Chapter 30, Section 318.2.

ARTICLE VIII

MAINTENANCE, ALTERATION, DECORATING

1. Maintenance, Repairs and Replacements

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board.

The Board may cause to be discharged, any mechanics' lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owners, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the owner of the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner. The Board or its agents shall in such event have the right to enter any Unit including any of the appurtenant Limited Common Elements to cause such work to be performed and any damage that may be caused in connection therewith shall be repaired by the Board as a common expense.

If, due to the act or neglect of a Unit Owner, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by

others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII, Section 1. All expenses which, pursuant to this Section 1, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board, and shall be considered additional assessments.

The Board shall repair and/or replace as a Common Expense any damage caused to a Unit or a Limited Common Element as a result of any action taken by the Board in repairing, maintaining or replacing a Common Element.

2. Alterations, Additions or Improvements

No alterations of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions and improvements within his Unit without the prior written approval of the Board, but in any even such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements. 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.

3. Decorating

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the common expenses.

## 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 Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment thereof; provided, however, that in the event within one hundred eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as



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

## 2. Insufficient Insurance

- A. In the case of damage by fire or other disaster to a portion of a Building where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement as provided under the Act or the Damaged Improvement cannot be reconstructed as originally designed because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:
- (1) A meeting of the Unit Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims, or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.
  - (2) At the meeting, the Board shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.
  - (3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Board under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.
  - (4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of the Unit Owners to reconsider the question of whether or not the Damaged Improvement shall be repaired or reconstructed, which meeting shall be held within 180 days after the occurrence which caused the damage.
  - (5) If, (i) the Voting Members do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, and (ii) the Damaged Improvement is part of a Building which contains Units, then the Board may, with the consent of Unit Owners representing 75% of the percentage ownership interests in the Common Elements and First Mortgagees representing 75% (by number) of Units subject to First Mortgages in the Building, institute an action for partition and sale as permitted under the Act. An amendment to the Declaration shall be prepared which shall reallocate the percentage ownership interests of the remaining Units in



an equitable manner. The payment of just compensation, or the allocation of any insurance, sale or other proceeds to any withdrawing or remaining Unit Owner shall be made to such Unit Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Board, as provided in the Act. From and after the effective date of the amendment referred to above in this paragraph, the Unit Owner of a Unit located in the Building which is sold shall have no responsibility for the payment of assessments which would have been payable with respect to the Unit if the amendment had not been recorded.

- B. If the Building is repaired or reconstructed, it shall be done in a workmanlike manner and the Building, as repaired or reconstructed, shall be substantially similar in design to the Building as originally constructed with any variations or modifications required to comply with applicable law.

3. Cessation of Common Expenses

Upon the withdrawal of any Unit or portion thereof, on account of this Article IX, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

## ARTICLE X

### EMINENT DOMAIN

1. Reallocation of Common Elements and Condemnation Award

Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Managers. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Each Unit Owner appoints the Association as attorney-in-fact for the purpose of representing him in any condemnation proceedings or in negotiation settlements and agreements with the condemning authority for acquisition of the Common Elements or any part thereof.

2. Cessation of Common Expenses

Upon the withdrawal of any Unit or portion thereof, on account of this Article X, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

## ARTICLE XI

### SALE OF THE PROPERTY

The Unit Owners through the affirmative vote of Voting Members having at least three-fourths (3/4) of the total votes, 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 1 of Article XIII of this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner or form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved, shall be entitled to receive from the proceeds of such sale, an amount equivalent to the fair market value of his interest, as determined by arbitration as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on the fair market value of such interest, such Unit Owner and the Board shall each select an appraiser, and the two so selected shall select a third, and the fair market value, as determined by said third appraiser, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share shall be a common expense.

## ARTICLE XII

### BY-LAWS

The provisions of Article XIII, XIV, XV, XVI and XVII shall constitute the By-Laws of the Association and the By-Laws prescribed by the Act.

## ARTICLE XIII

### BOARD OF MANAGERS

#### 1. Board of Managers (Board of Directors)

- A. The direction and administration of the Property shall be vested in a Board of Managers, consisting of three (3) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Unit Owners, provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any 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, provided such person must reside on the Property unless he is a Board Member nominated by the Developer.
- B. At the initial meeting the Voting Members shall elect the three (3) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law 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. Members of the Board elected at the initial meeting shall serve until the first annual meeting. Three (3) Board Members shall be elected at the first annual meeting, and thereafter each Board Member shall serve for a term of one year. All members of the Board shall be elected at large. Board Members may be re-elected at the expiration of his or her term. Members of the Board shall receive no compensation for their services. 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 meeting of the Voting Members called for such purpose. Vacancies may also be filled by the Board by a three-quarters (3/4) vote of the remaining members thereof at a special meeting of the Board which vacancy shall be filled until the next meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding twenty (20%) percent of the votes of the Association requesting a meeting of the Voting Members to fill the vacancy for the balance of the term. A meeting of the Voting Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the Voting Members filing of a petition signed holding twenty (20%) percent of the votes of the Association requesting such a meeting. 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 meeting when a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

- C. The Board shall annually 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 and who shall execute amendments to the Condominium Instruments, and a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, 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. Officers may succeed themselves. A successor to fill any vacant office on the Board may be elected at any meeting of the Board.
- D. Any Board Member may be removed from office by affirmative vote of the Voting Members having at least three-quarters (3/4) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board Member removed, may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose.
- E. The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit Owner, notice of any such meeting shall be mailed or delivered 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. In addition, copies of notices of meetings of the Board shall be posted in entranceways, elevators or other conspicuous places in the Condominium at least forty-eight (48) hours prior to the meeting of the Board. All meetings of the Board, except as otherwise provided by the Act, shall be open to attendance by any Unit Owner.

Any vote on matters which may, under the Act, be discussed in a meeting not open to attendance by any Unit Owners, shall be taken at a meeting or portion thereof open to any Unit Owners. Any Unit Owner may record the proceedings at meetings required to be open under the Act by tape, film, or other means provided, however, that the Board may prescribe reasonable rules and regulations to be given the right to make such recordings.

- F. In the event the Board adopts a budget requiring assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by the Voting Members with twenty (20%) percent of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the Voting Members within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the budget, the budget shall be deemed to be ratified, regardless of whether or not a quorum is present. In any determination of whether assessments exceed one hundred fifteen (115%) percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

## 2. General Powers of the Board

The powers and duties of the Board of Managers shall include, but shall not be limited to, the following matters:

- A. Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements;
- B. Preparation, adoption and distribution of the annual budget for the Property;
- C. Levying of assessments;
- D. Collection of assessments from Unit Owners;
- E. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- F. Obtaining adequate and appropriate kinds of insurance;
- G. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;
- H. Adoption and amendment of rules and regulations covering the details of the operation and use of the Property;
- J. To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;

- K. To pay for water, waste removal, other operating expenses, electricity, telephone and other necessary utility service for the Common Elements;
- L. To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the windows and glass doors appurtenant to the Unit, if any, and the interior surfaces of the units and of the hallway doors appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain and repair, except if necessitated by repairs to the Common Elements) 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;
- M. To pay for 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 By-Laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property, as a first class townhouse development or for the enforcement of these restrictions;
- N. To pay any amount necessary to discharge any mechanic's lien or other encumbrance 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 interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit Owners;
- O. To maintain and repair any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Building, and a Unit Owner of any Unit that 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 mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair;
- P. The Board or its agent upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a common expense;
- Q. The Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand (\$5,000.00) Dollars, without in each case the prior approval of Voting Members having three-quarters (3/4) of the total votes;
- R. 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;

- S. The Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Property. Prior to the adoption of any such rules, there shall first be held a meeting of the Unit Owners specially called for such purpose to discuss the proposed rules and all Unit Owners are furnished a copy of such rules. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution;
- T. The Board may engage the services of any agent to manage the Property to the extent deemed advisable by the Board;
- U. Pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the Condominium;
- V. Impose charges for late payments of a Unit Owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of this Declaration and rules and regulations of the Association;
- W. Assign the Association's right to future income, including the right to receive common expenses;
- X. Nothing hereinabove contained shall be construed to give the Board, Association, or Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them;
- Y. Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses.

#### ARTICLE XIV

##### MEMBERS (Unit Owners)

#### 1. Voting Rights

- A. Except as otherwise provided in Section XIV 1B herein, there shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Unit Owner or one of the group composed of all the owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners or his duly authorized attorney-in-fact to act as proxy on his or their behalf and who must be a Unit Owner. Such designation shall be made in writing to the Board, shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or his duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from the date of execution unless otherwise provided in the proxy. Any or all such Unit Owners may be present at any meeting of the Voting Members and (those constituting a group acting as a single Voting Member) may vote or take any other action as a Voting Member either in person or by proxy. The person(s) designated by the Declarant with respect to any Unit Ownership owned by the Declarant shall also have the right to vote at any meetings of the Board for so long as the Declarant shall retain the right to so designate a Board member. If a Unit Owner is a trust, beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B"; provided that when thirty (30%) percent or fewer of the Units, by number, possess over fifty (50%) percent in the aggregate of the votes in the Association, any percentage vote of Unit Owners specified herein shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.
- B. In the event the ownership of a Unit is composed of more than one Person, then if only one of the multiple owners of a Unit is present at a meeting of the Association, then such owner shall be entitled to cast all of the votes allocated to that Unit. In the event more than one Owner of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the group of owners comprising the Unit Owner. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

## 2. Meetings

- A. 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 fifty (50%) percent of the Voting Members 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 having a majority of the total votes represented at such meeting.
- B. The initial meeting of the Voting Members shall be held upon written notice, not less than twenty-one (21) days, nor more than thirty (30) days after notice given by the Developer or Developer. Such initial meeting of the Voting Members must be held not later than sixty



(60) days after the conveyance by the Developer of three-fourths (3/4) of the Units or three (3) years after the recording of the Declaration, whichever is earlier. Thereafter there shall be an annual meeting of the Voting Members on the first Wednesday of November following such initial meeting and on the first Wednesday of each succeeding November thereafter 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 or more than thirty (30) days prior to the date fixed for said meeting. Prior to the meeting to elect the Initial Board of Managers, the Developer shall provide, to any Unit Owner, within three (3) working days of a request from said Unit Owner, the names, addresses, telephone numbers (if available), and weighted vote of each Unit Owner entitled to vote at said initial meeting. Any Unit Owner shall be provided with the information requested above by the Board, upon request within three (3) working days with respect to any meeting to elect Members of the Board.

- C. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Board, a majority of the Board or by the Voting Members having twenty (20%) percent of the total votes and delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board of Managers, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

3. Notices of Meetings

Except as otherwise provided herein, notices of meetings of the Voting Members required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting. A copy of such notice of meeting required to be given herein shall be posted in a conspicuous place in the Building at least forty-eight (48) hours prior to the time fixed for such meeting.

4. Miscellaneous

No merger or consolidation of the Association; sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Property and assets of the Association; and the purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of three-quarters (3/4) of the votes of Unit Owners, except where a greater percentage is otherwise provided for in the Declaration.

ARTICLE XV

ASSESSMENTS - MAINTENANCE FUND



1. Estimated Annual Budget and Assessments

Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all common expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget; 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, if any. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owners' percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. On or before every month of said year, said Unit Owner jointly and severally shall be personally liable for and obligated to pay assessment against his Unit Ownership made pursuant to this Section. On or before April 1 of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

2. Reserves and Adjustments

The Board shall establish segregate and maintain a reasonable reserve for contingencies and replacements. Each budget shall disclose that percentage the annual assessment which shall be added to the reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Any extraordinary or non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. Any such separate assessment shall be subject to approval by the affirmative vote of at least three-quarters (3/4) of the Unit Owners voting at a meeting of such Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Unit Owner greater than 115% of the Unit's most recent common expense for regular and special assessments. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

3. Initial Estimate of Annual Budget

When the first Board elected or appointed hereunder takes office, it shall determine the "estimated annual budget" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs.

Assessments shall be levied against the Unit Owners during said period as provided in Section 1 of this Article.

4. Failure to Prepare Estimates

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

5. Records of the Association

The managing agent or Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents of attorneys:

- A. Copies of this Declaration and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board shall be available. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection A for examination and copying.
- B. Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expense incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.
- C. The minutes of all meetings of the Association and the Board shall be maintained. The Association shall maintain these minutes for a period of not less than 7 years.
- D. Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 25 of the General Not-For-Profit Corporation Act, approved July 19, 1943, as amended, shall be maintained.
- E. A reasonable fee may be charged by the Association or its Board for the cost of copying.
- F. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

6. Use of Funds

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

7. Insurance

Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Units shall be assessed to such Unit.

8. Assessments

All assessments, or other charges or payments, together with interest thereon and costs of collection (including reasonable attorneys' fees) shall be a continuing lien on the Unit against which each such assessment is made. The lien on each Unit for assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien shall not be affected by any transfer of title to the Unit. Where title to the Unit is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien for any assessments or other charges or payments which became due prior to (i) the date of the transfer of title, or (ii) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit has been extinguished pursuant to the preceding sentence, which are reallocated among the Unit Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit.

In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the Common Expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) the right, by giving such defaulting Unit Owner five (5) days written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in Article IX of the Code of Civil Procedure, as interest in the Property and apply the rents derived therefrom against such expenses.

9. Nonuse

No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

10. Forbearance

The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

## ARTICLE XVI

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

#### 1. General Use

- A. Except as hereinafter provided in paragraphs B and C, 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. Units Store 1701-03C, 1705-C and 1707-C are limited to Commercial uses only. The uses allowed are all uses allowed by the City of Chicago in a B-1 Zoning District as of the date of recording of this Declaration, excepting therefrom the following uses, unless approved by 75% of the Residential Unit Owners: i) liquor sales, ii) cooking and preparation of food, iii) currency exchanges or cash stations, iv) exterminating shops. In addition, the owner of the Units can have business signs in the window, but no exterior sign, awnings, or attachments shall apply to the Property without approval of the Developer or the Board of Managers. As long as the Developer is the owner of any Commercial Units, it shall have sole discretion as to the placement of exterior signs or awnings or attachments regarding the Commercial Units without the Board having any power to modify the decision of the Developer.
- C. Units P-1 through P-12 and P-14 through P-18 are limited in use to parking. Units S1 through S3 are limited in use to storage. Units P-1 through P-12 and P-14 shall not be conveyed to anyone who is not an Owner of a residential or storage Unit in this Condominium. There is no ownership restriction of Units P-15 through P-18.

#### 2. Obstruction of Common Elements and Unit Maintenance

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

#### 3. Prohibited Use

No Unit Owner shall permit anything to be done or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be contained in the Common Elements. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without prior written consent of the Board.

4. Unit Owner Insurance

Each Unit Owner shall be responsible for his own insurance on his personal property and business interruption insurance 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 Unit Owners obtained by the Board as hereinbefore provided.

5. Exterior Attachments

Unit 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 consent of the Board. The Unit Owners shall be entitled to place a five (5) foot high fence around their patio Limited Common Element, provided the type of fence shall be approved by the Board and be uniform in the entire Parcel. Notwithstanding the above or anything else contained in this Declaration to the contrary, the Board shall set aside space in the Common Element where necessary to accommodate individual Unit Owners who desire to have satellite T.V. dishes (not to exceed 24 inches) and which dishes, because of the direction the satellite T.V. must face cannot be located in the Limited Common Element of the Unit Owner. The Unit Owner shall be responsible for any damage that the satellite dish or its connections may cause to the Common Element or any Owners, guests or invitees. The Board and other Unit Owners shall not be responsible for damage caused to the satellite dish or its connections.

6. Window Treatment

The use and the covering of the interior surfaces of the glass windows and/or doors 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.

7. Pets, Etc.

No animals, reptiles, 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, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or damage to the Common Elements shall be permanently removed from the Property upon three (3) days written notice from the Board. Neither the Board or the Unit Owners shall have the right to remove a pet which was allowed to move in by the Developer unless said pet is creating a nuisance or unreasonable disturbance as provided for in this paragraph 7.

8. Nuisances

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

9. Unsightliness

No clothes, sheets, blankets, laundry or any kind of 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, other unsightly materials and personal property owned by Unit Owners or other Occupants of Units.

10. For Sale and For Rent Signs

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; provided that the right is reserved by the Developer, the Developer and their agents, to maintain on the property until the sale of the last Unit, all models, sales offices and advertising signs, banners, and lighting in connection therewith, at such locations and in such forms as they shall determine, together with the right of ingress, egress and transient parking therefor through the Common Elements.

11. Leasing of Units

Any Unit Owner shall have the right to lease all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem advisable, except, that no Unit shall be leased for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service or maid service) are furnished. Any such lease shall be in writing, a copy of which must be delivered to the Association, and shall provide that the lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. The Board may adopt such rules and regulations applicable to the leasing of Units as it deems advisable or necessary.

12. Limited Business Uses

Nothing in this Declaration shall be construed as prohibiting a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls or conferring on a limited basis with business or professional associates, clients or customers within his Unit, however, nothing contained in this paragraph shall be construed as allowing violation of the City of Chicago Zoning Ordinances nor shall any business signs be permitted, except as previously provided regarding the three (3) business Units.

## ARTICLE XVII

### 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 provisions herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit owner, any structure, thing or condition that may exist thereon contrary to the intent and the provisions hereof, and Developer, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceeding, 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 expenses, and all damages, liquidated or otherwise, together with interest thereon at the



rate of seven (7%) percent per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his 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. If any Unit Owner (either by his own conduct or by the conduct of any 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 reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Unit Owner for a decree of mandatory injunction against said Unit Owner or Occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the said violation, and ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) as a judicial sale upon such notice and such other terms as the court shall deem equitable. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys fees and all other expenses of the proceedings and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit Ownership and, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

3. Notice to Unit Owners

Prior to the imposition of any fine, the taking of any action pursuant to Section 1 of Article XVII, and concurrently with the sending of the initial notices described in Section 2 of Article XVII, the Board shall notify the Unit Owner or Occupant, as the case may be, in writing of the violation of any provision of the Declaration and the rule or regulation and the Board's proposed remedy. Any Unit Owner or Occupant who receives such notice may, within three (3) days after receipt of such notice, demand a hearing before the Board or its authorized committee. At such hearing, a member of the Board shall present to the Unit Owner or Occupant, the grounds for the notice and the Unit Owner or Occupant shall have an opportunity to challenge such grounds and to present any evidence on his behalf, subject to such reasonable rules of procedure as may be established by the Board or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the Unit Owner or Occupant demands a hearing as herein provided, such hearing shall be held within four (4) days after the Board receives the demand and no action shall be taken by the Board until the until the hearing has been held and notice of the decision of the Board or its authorized committee and the terms thereof has been delivered to the Unit Owner or Occupant. The decision of the Board or its authorized committee shall be rendered within three (3) days after the hearing and such decision shall be final and binding on the parties.

4. Enforcement by Unit Owners

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

5. Fines

The Board may impose a reasonable fine upon the Unit Owners for a violation of a rule or regulation of the Board, in accordance with the procedures outlined in Section 3 above.

### ARTICLE XVIII

#### DEDICATIONS

A three-quarter (3/4) majority of all Unit Owners at a meeting of Unit owners, duly called for such purpose may elect to dedicate a portion of the common elements to a public body for use as, or in connection with, a street or utility.

### ARTICLE XIX

#### RIGHTS OF FIRST MORTGAGEES

1. Notice to Mortgagees

Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed. The mortgagee shall receive copies of some or all of the following as designated:

- A. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Unit covered by the first mortgagee's mortgage;
- B. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners;
- C. Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- D. Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Association;
- E. Notice of substantial damage to or destruction of any Unit (in excess of \$1,000.00) or any part of the Common Elements (in excess of \$10,000.00);
- F. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;



- G. Notice of any default of the Owner of the Unit which is subject to the first mortgagee's mortgage, where such default is not cured by the Owner within thirty (30) days after the giving of notice by the Association to the Owner of the existence of the default;
- H. The right to examine the books and records of the Association at any reasonable time; or
- I. The effectuation of any decision by the Association to terminate professional management and assume self-management of the Property.

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

## 2. Consent of First Mortgagees

- A. In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding First Mortgages on at least two-thirds (2/3) of the Units (by number) which are subject to First Mortgages will be required for the Association to do or permit to be done any of the following:
  - (1) Adoption of an amendment to this Declaration which, (i) changes the percentage ownership interests, (ii) changes Section 8 of Article XV, (iii) changes Article XX or any other provision of this Declaration or the By-Laws which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, or (v) imposes a right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his Unit;
  - (2) The abandonment or termination of the condominium;
  - (3) The partition of the Unit;
  - (4) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Property and except for the encumbrance, sale or transfer of a percentage ownership interest in connection with the encumbrance, sale or transfer of a Unit);
  - (5) The sale of the Property;
  - (6) The removal of a portion of the Property from the provisions of the Act and this Declaration; or
  - (7) The use of hazard insurance proceeds for losses to the property (whether to Units or to the Common Elements) for other than the repair, replacement or reconstruction of such Units or Common Elements;

provided, that, such consent of First Mortgagees will not be required with respect to any action under 1 through 7 above which occurs as a result of (i) substantial damage due to fire or other casualty; (ii) a taking of a portion or all of the Condominium Property by condemnation or eminent domain; or (iii) changes in the percentage ownership interests as permitted and provided for in Section 4 of Article II as a result of the combination or subdivision of Units.

- B. Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within thirty (30) days after making the request for consent.

3. Insurance Proceeds/Condemnation Awards

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

4. Administrator Approvals

Anything herein to the contrary notwithstanding, whenever this Declaration or the By-Laws provide for the approval or consent of the Administrator, such approval or consent shall not be required unless the Administrator, (i) has issued its condominium project approval of the condominium and such project approval has not terminated; (ii) has issued a guarantee of the first mortgage on at least one Unit which guarantee is then outstanding; (iii) is the owner or holder of a first mortgage on a Unit; or (iv) is a Unit Owner. Whenever required, such approval or consent shall be deemed granted unless the party seeking the consent or approval is advised to the contrary in writing within thirty (30) days of making the request for consent or approval.

## ARTICLE XX

### GENERAL PROVISIONS

1. Notices to Board, Association and Unit Owners

Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at 1560 W. WABANSIA, CHICAGO, ILLINOIS, (indicating thereon the number of the respective Unit if addressed to a Unit Owner), or at such other address as herein provided. The Association or Board may designate a different address or addresses for notice to them, respectively, by giving written notice of his change of address to the Board or 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 acknowledgement of the receipt thereof, or if addressed to a Unit Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

2. Notices to Decedent

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

3. Binding Effect

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

4. Waiver

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.

5. Amendments

A. Except as otherwise provided in the Act, this Declaration and By-Laws, the provisions of the Condominium Instruments may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the Members of the Board, at least three-fourths (3/4) of the Unit Owners and the approval of any mortgagees required under the provision of the Condominium Instruments, and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of Developer shall be effective without the prior written consent of Developer. Except to the extent authorized by the provisions of the Act, no amendment to the Condominium Instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Unit Owners' Association, or the liability for common expenses appertaining to a Unit. The provisions of Sections 1 and 7 of this Article XX, may be amended only with the written consent of all first mortgagees.

B. Developer, the Declarant and their designee reserve the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration:

- (1) To comply with requirements of the Federal National mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;
- (2) To induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit Ownership;
- (3) To bring this Declaration into compliance with the Act; or
- (4) To correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Developer, the Declarant or their designee to vote in favor of, make, execute and record Special Amendments. The right of Developer, the Declarant or their designee to act pursuant to rights reserved or granted under this paragraph shall terminate at such time as Developer, the Declarant or their designee no longer holds or controls title to any Unit.

6. Invalidity

The invalidity of any covenants, restrictions, conditions, limitations or any other provisions 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 remainder of this Declaration.

7. Perpetuities and Restraints

If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rules restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living descendants of George W. Bush, President of the United States and Richard Durbin, Senator of the State of Illinois.

8. Liens

In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owners of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against the Units or against the Property, the amount of such proportional payment shall be

computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien.

The Owner of such Unit shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board of Managers or the Association other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board of Managers or the Association, if any, shall be limited to his proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. 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. Before conveying a Unit, the Developer shall record or furnish purchaser releases of all liens affecting that Unit and its Common Element Interest which the purchaser does not expressly agree to take subject to or assume, or the Developer shall provide a surety bond or substitute collateral for or insurance against such liens. After conveyance of such Unit, no mechanics' lien shall be created against such Unit or its Common Element Interest by reason of any subsequent contract by the Developer to improve or make additions to the Property.

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

9. Release of Claims

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

10. Construction

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

11. Headings

The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the Sections and Articles to which they apply.

12. Land Trust Unit Owners Exculpation

In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any

such titleholding Developer personally for payment of any lien or obligation hereunder created and Developer 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.

IN WITNESS WHEREOF, the said NEW HAVEN HOMES OF ILLINOIS, LLC and RAVENSWOOD PROPERTIES, INC., has caused their names to be signed in these presents by their Members this 18th day of November, 2003.

NEW HAVEN HOMES OF ILLINOIS, LLC

By: Esses Development, LLC, Member

By: *Keith Esses*  
Keith Esses, Member

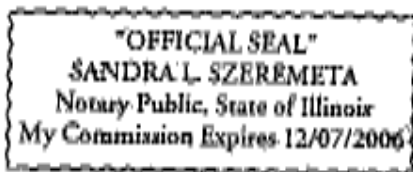
RAVENSWOOD PROPERTIES, INC.

By: *Kevin Jackson*  
Kevin Jackson, President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Keith Esses, a Member of NEW HAVEN HOMES OF ILLINOIS, LLC is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Limited Liability Company, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18 day of November, 2003.

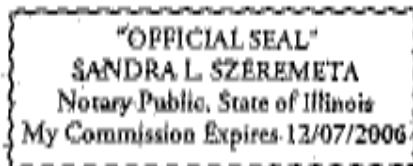


*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kevin Jackson, President of RAVENSWOOD PROPERTIES, INC. is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Limited Liability Company, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18 day of November, 2003.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**TO**

**GLOVE CO. LOFTS CONDOMINIUM DECLARATION**

**SURVEY**

(to be attached)



**CONSENT OF MORTGAGEE**

Interstate Bank, by its duly authorized officer, and as holder of Notes secured by a Mortgage recorded August 30, 2002 in the office of the Recorder of Deeds as document number 0020962047, hereby consents to the recording of this Declaration of Condominium.

Interstate Bank

By: Andrew Kohlschuetz

Its AVP

State of IL )  
County of COOK ) SS

The undersigned, Robert Romero, as notary public hereby certifies that personally appeared before me Andrew E. Kohlschuetz, who executed this instrument as his own free and voluntary act and the free and voluntary act of Interstate Bank for the purposes therein set forth.

In Witness Whereof I have hereto put my hand and seal this 17 day of November, 2003.

Robert Romero  
Notary Public



**EXHIBIT "B"**

TO

**GLOVE CO. LOFTS CONDOMINIUM DECLARATION****PERCENTAGE INTEREST IN COMMON ELEMENTS**

1701-03C	-	9.80%
1705-C	-	5.25%
1707-C	-	5.25%
1560-2A	-	4.95%
1560-3A	-	5.19%
1560-2B	-	5.61%
1560-3B	-	6%
1560-2C	-	6.39%
1560-3C	-	6.78%
1560-2D	-	6.18%
1560-3D	-	6.52%
1560-2E	-	5.87%
1560-3E	-	6.26%
1560-2F	-	5.19%
1560-3F	-	5.61%
P-1	-	.48%
P-2	-	.48%
P-3	-	.48%
P-4	-	.48%
P-5	-	.48%
P-6	-	.48%
P-7	-	.48%
P-8	-	.48%
P-9	-	.48%
P-10	-	.48%
P-11	-	.48%
P-12	-	.48%
P-14	-	.48%
P-15	-	.48%
P-16	-	.48%
P-17	-	.48%
P-18	-	.48%
S1	-	.33%
S2	-	.33%
S3	-	.33%
<b>TOTAL</b>		<b>100.000%</b>