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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS FOR
THE FAIRWAY CONDOMINIUM OF GLENVIEW

THIS AMENDED AND RESTATED DECLARATION is made and entered into this 28th day of June, 2005, by the Board of Directors of The Fairway Condominium of Glenview Association.

WITNESSETH:

WHEREAS, the Board administers the property of the Fairway Condominium of Glenview, consisting of the following real estate:

That part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 42 North, Range 12, East of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of the Northwest $\frac{1}{2}$, thence South 246.95 feet more or less to the South line of Lot 24 in the County Clerks Division, thence East 228.58 feet to the center of State (Shermer) Road, thence North on center of said road 257.30 feet to the North line of the said Northwest $\frac{1}{4}$, thence West 155.98 feet to the point of beginning and known as Lot 24 in County Clerk's Division of Section 34 aforesaid, (except therefrom that part thereof lying Northerly of a line running from a point in the West line 148 feet South of the Northwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 34, to a point in the Westerly line of Shermer Road 103 feet Southerly of the South line of Glenview Road), all in Cook County, Illinois.

and,

WHEREAS, the above described real estate is now improved with one sixteen Unit building consisting of one integral structure commonly known as 954-960 Shermer, Glenview, Illinois; and,

WHEREAS, said real estate together with the building, structure, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or

in any wise pertaining thereto, (hereinafter called the "Property") is held under that certain type or method of cooperative ownership, commonly known as "Condominium", and has been submitted to the provisions of the "Condominium Property Act" of the State of Illinois, pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The Fairway Condominium of Glenview recorded with the Cook County Recorder of Deeds Office as Document No. 23783707; and,

WHEREAS, the several Owners, mortgagees, Occupants and other persons hereafter acquiring any interest in the Property shall at all times enjoy the profit of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect, the 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; and

WHEREAS, the Board desires to amend and restate the Declaration in order to bring the Declaration into compliance with the requirements of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, pursuant to Section 27(b)(1) of the Act, in order to conform the Declaration to the requirements of the Illinois Condominium Property Act, a vote of two-thirds (2/3) of the members of the Board is required; and

WHEREAS, this Amended and Restated Declaration has been approved and effectuated by the affirmative vote of at least two-thirds (2/3) of the members of the Board of Directors of The Fairway Condominium of Glenview Association.

NOW, THEREFORE, the Board of Directors of The Fairway Condominium of Glenview Association, for the purposes above set forth, DECLARE AS FOLLOWS:

ARTICLE 1 DEFINITIONS

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

- ACT:** The Illinois Condominium Property Act.
- ASSOCIATION:** The Fairway Condominium of Glenview Condominium Association, an Illinois not-for-profit corporation.
- BOARD:** The parties determined pursuant to Article V, Paragraph 5 hereof, and who are vested with the authority and responsibility of administering the Property.
- BY-LAWS:** The provisions for the administration of the Property, including, but not limited to, assessment, maintenance, use, occupancy, sale and alienation, all as hereinafter set forth, or as the same may be from time to time duly amended, the same to have full force and effect whether applied to the Board or the Association.

<u>COMMON ELEMENTS:</u>	All portions of the property except the units.
<u>COMMON EXPENSES:</u>	The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
<u>CONDOMINIUM INSTRUMENTS:</u>	All documents and authorized Amendments thereto, recorded pursuant to the provisions of the Act, including Declaration, By-Laws and Plat.
<u>DECLARATION:</u>	The instrument by which the Property was submitted to the provisions of the Act, including such Amendments, if any, to the instrument as may from time to time be adopted pursuant to the terms hereof.
<u>LIMITED COMMON ELEMENTS:</u>	A portion of the Common Elements so designated in this Declaration or on the Plat as being reserved for the use of a certain Unit or Units to the exclusion of other Units.
<u>MAJORITY OF UNIT OWNERS:</u>	Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.
<u>MEETING OF THE BOARD OF DIRECTORS:</u>	Any gathering of a quorum of the members of the Board of Directors held for the purpose of conducting Association business.
<u>OCCUPANT:</u>	Person or persons, other than owner, in possession.
<u>OWNER:</u>	The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
<u>PARCEL:</u>	The entire tract of real estate above described, which has been submitted to the provisions of the Act.
<u>PERSONS:</u>	A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
<u>PLAT:</u>	The plat(s) of survey attached as Exhibit A to the originally recorded Declaration recorded with the Cook County Recorder of Deeds Office as Document No. 23783707 and incorporated herein by reference.

PROPERTY:

All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit.

RESERVES:

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

UNIT:

A part of the property within a building including one or more rooms thereof, designed and intended for a one-family dwelling, and having lawful access to a public way, and more specifically described hereafter in Article II.

UNIT OWNERSHIP:

A part of the property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

ARTICLE II
UNITS

1. Description and Ownership. All Units in the building located on the Parcel are delineated on the survey attached hereto as Exhibit "A" to the originally recorded Declaration and made a part of this Amended and Restated Declaration by incorporation and reference and are legally described as follows:

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 as delineated on survey of:

That part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 42 North, Range 12, East of the Third Principal Meridian described as follows:

Commencing at the Northwest corner of the Northwest $\frac{1}{4}$, thence South 246.95 feet more or less to the South line of Lot 24 in the County Clerks Division, thence East 228.58 feet to the center of State (Shermer) Road, thence North on center of said road 257.30 feet to the North line of the said Northwest $\frac{1}{4}$ thence West 155.98 feet to the point of beginning and known as Lot 24 in County Clerk's Division of Section 34 aforesaid, (except therefrom that part thereof lying Northerly of a line running from a point in the West line 148 feet South of the Northwest Corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 34, to a point in the Westerly line of Shermer Road 103 feet Southerly of the South line of Glenview Road), all in Cook County, Illinois.

It is understood that each Unit consists of the aggregate area of space enclosed or bounded by the horizontal and vertical planes set forth in the description thereof in Exhibit "A" and even though each Unit occupies different parts or more than one floor, each such part is identified in Exhibit "A" by the same Unit symbol, and the aggregate of such parts shall be deemed and taken to be one Unit. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit "A", and every such description shall be deemed good and sufficient for all purposes. No Unit Owner shall, by deed, plat or

otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels smaller than the whole Unit as shown on Exhibit "A".

ARTICLE III COMMON ELEMENTS

1. Description. The Common Elements shall consist of the Property as defined herein, excepting therefrom the property and space designated as Units 1 through 16 as shown and delineated in Exhibit "A" attached hereto and shall include, but not by way of limitation; the land, all stairways, halls, lobbies, corridors, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

2. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined shall remain constant, and may not be changed without unanimous approval of all Owners. Each Unit's corresponding percentage of ownership in the Common Elements is as follows:

UNIT	PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS
1	7.047
2	5.788
3	5.732
4	5.675
5	5.732
6	6.015
7	6.129
8	7.264
9	7.150
10	5.902
11	5.902
12	6.015
13	6.015
14	6.015
15	6.242
16	7.377

100%

3. Pipes, etc. All pipes, wires, flues, chutes, conduits, public utility lines (to the outlets) and structural components running through a Unit and serving more than one Unit or serving the Common Elements, or any part thereof, shall be deemed part of the Common Elements.

4. 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, as hereinafter provided; provided however, that if any Unit Ownership shall be owned by two or more co-Owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-Owners.

ARTICLE IV
GENERAL PROVISIONS
AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to "Condominium Property Act". The property is hereby submitted to the provisions of the "Condominium Property Act", of the State of Illinois.

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

3. Easements. (a) In the event that, by reason of the construction, settlement or shifting of the building, any part of the Common Elements encroaches or shall hereafter encroach upon part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or another Unit or if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy, for normal uses and purposes any portion of the Common Elements, consisting of unoccupied space within the building and adjoining his Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all of or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois 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 and wires, and other equipment, into and through the Common Elements for the purpose of providing the Property with utility services.

(c) The parking area, the storage areas and laundry areas on the Parcel shall be part of the Common Elements. The Board of Managers, hereinafter described, may prescribe such rules and regulations with respect to the parking area, storage areas and laundry areas as it deems proper, including the right to lease said areas. Any income derived therefrom shall be paid to the Board of Managers, for the benefit of the Owners.

(d) All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner,

purchaser, mortgagee and other person having an interest in said land, or any part of portion thereof.

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

4. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and the invitees of each Unit Owner. Such rights to use and possess the Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration and the By-laws herein and the Rules and Regulations of the Board.

The Board shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the By-Laws. The Board shall have the authority to lease or to grant licenses or concessions with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws, including specifically, but not by way of limitation, common parking areas and laundry areas.

ARTICLE V THE BOARD OF MANAGERS

1. Administration of Property. The direction and administration of the property shall be vested in a Board of Managers (hereinafter referred to as the "Board") consisting of five persons who shall be elected in the manner hereinafter 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 director of such corporation, partner of such partnership, beneficiary, or individual trustee of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

2. Voting Rights. There shall be one voting member for each Unit Ownership. Such voting member may be the Owner of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy in his or their behalf and who need not be an Owner. Such proxy designation shall be made in writing to the Board and shall be voted for up to eleven (11) months and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of 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 in the Common Elements applicable to his or their Unit Ownership, as set forth in Paragraph 2 of Article III of this Declaration.

3. Meetings. (a) The presence at any meeting of the voting members having twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) Annual Meeting. There shall be an annual meeting of the members on the first Tuesday of May of each year at 7:30 p.m. in the building, or at such other reasonable place or time (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) nor more than thirty (30) days prior to the date fixed for said meeting.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice authorized by the President or a majority of the Board, or by the voting members for at least twenty percent (20%) of the Ownership and delivered not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

4. Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

5. Board of Managers. (a) At each annual meeting the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year, consisting of five (5) Owners. Three (3) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected. A vacancy in the Board may be filled by appointment of two-thirds (2/3) of the remaining members thereof until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. Except as otherwise provided in the Declaration, the property shall be managed by the Board and the Board shall act by majority vote. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. Meetings of the Board shall be open to any Unit Owner, except for the portion of any meeting held (a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or eminent; (b) to consider information regarding appointment, employment or dismissal of an employee; or (c) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting, or portion thereof, open to any Unit Owner. Any Unit Owner may record the proceedings at meetings, or portions thereof, required to be open by tape, film or other means, provided, however, that the Board may prescribe

reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings 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 pursuant to the Declaration, By-Laws, other Condominium Instruments, or provision of law. Copies 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. The Board shall meet at least four (4) times annually.

(b) The Board shall elect from among its members, directors who shall include a President, who shall preside over both its meetings and those of the voting members, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and Treasurer to keep the financial records and books of account.

(c) Any Board member may be removed from office by affirmative vote of the voting members having a majority of the total votes present at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by a majority vote of the voting members at the same meeting or any subsequent meeting called for that purpose.

6. General Powers of the Board. The Board for the benefit of all the Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

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

(b) A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Elements, the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors and ceilings of the Unit, providing coverage for special form causes of loss in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased cost of construction due to building code requirements, at the time the insurance is purchased and at each renewal date. The proceeds thereof shall be payable to, the Members of the Board, as trustees for each of the Unit Owners in the percentages established in Paragraph 2, Article III and to the Owners' mortgagees, as their interests may appear.

(c) A policy or policies insuring the members of the Board, their agents and employees and the Owners against any liability to the public or to the Owners (of Units and of the Common Elements, and their invitees, or tenants), incident to the ownership and/or use of the Common Elements, the Limited Common Elements and Units, the liability under which insurance shall be not less than One Million Dollars (\$1,000,000) or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent and their respective employees and agents and all persons acting as agent. The Unit Owners must be included as additional insured parties, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance must cover claims of one or more insured parties against the other insured parties. Insurance policies must include each of the following provisions:

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

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

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

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

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

All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds.

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

(e) Workman's Compensation insurance to the extent necessary to comply with any applicable laws.

(f) The services of any person or firm employed by the Board.

(g) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the doors, windows and sleeve air conditioners appurtenant thereto, which the Owner shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

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

(i) Any amount necessary to discharge any mechanics' lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more Owners are

responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said liens shall be specially assessed to said Owners.

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

(k) The Board or its agents may enter any Unit where 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 Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(l) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital addition and improvements (other than for purposes of replacing or restoration portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of Two Hundred Dollars (\$200.00). In addition, assessments for additions and alterations to the Common Elements or to Association property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners.

(m) All vouchers for payment of expenditures by the Board 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 vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

(n) The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the development, and for the health, comfort, safety and general welfare of the Owners and occupants of said Development after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Development shall at all times be maintained subject to such rules and regulations.

(o) The Board may, after prior approval of the voting members having three-fourths (3/4) of the total votes, engage the services of an agent to manage the property to the extent deemed advisable by the Board.

(p) The Board may 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 the Declaration, By-Laws and rules and regulations of the Association.

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

ARTICLE VI
ASSESSMENTS - MAINTENANCE FUND

1.(a) Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a Reserve for contingencies and replacements, less any projected income the Board may derive from rental of parking spaces or income from laundry room facilities or other income. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget, together with an indication of which portions are intended for Reserves, capital expenditures or repairs or payment of real estate taxes. Said budget or "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Paragraph 2 of Article III hereof. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Board or as it may direct, 1/12th of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

Each Unit Owner shall receive notice, in the same manner as provided for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto, or to adopt a separate (special) assessment. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Owners are cast at the meeting to reject the budget or separate assessment, it is ratified; provided, however, that separate assessments for expenditures relating to emergency or mandated by law, may be adopted by the Board without being subject to Unit Owner approval, as provided herein. "Emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(b) The Board may build up and maintain a reasonable Reserve for contingencies and replacements. Extraordinary expenditures not originally included in the budget which may become necessary during the year, shall be charged first against such Reserve.

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

(d) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of any Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement on his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

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

(i) The Association's Declaration, By-Laws and Plats of Survey, and all Amendments of these;

(ii) The rules and regulations of the Association, if any;

(iii) If the Articles of Incorporation of the Association and all Amendments to the Articles of Incorporation;

(iv) Minutes of all meetings of the Association and its Board of Managers for the immediately preceding seven (7) years;

(v) All current policies of insurance of the Association;

(vi) All contracts, leases and other agreements then in effect which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;

(vii) A current listing of the names, addresses and weighted vote of all members entitled to vote;

(viii) Ballots and proxies related to ballots, for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including, but not limited to, the election of members of the Board of Directors; and

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

Any member of the Association shall have the right to inspect, examine and make copies of the records described in subparagraphs (i) through (v) above and items (vi) through ix) upon statement of a proper purpose, in person or by agent at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Directors or its authorized agent, stating, with particularity, the records sought to be examined.

(f) All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to collect delinquent or prepaid assessments), shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentage set forth in Paragraph 2 of Article III hereof.

(g) If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board may bring suit to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject to said lien and said lien shall have priority only after written notice to said encumbrancer of unpaid common expenses and only to the lien of all common expenses on the encumbered Unit which becomes due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or files suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

(h) Amendments to this Article VI shall only be effective upon unanimous written consent of the Owners, and their Mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his or her Unit. The Board shall not have the authority to forebear payment of assessments.

ARTICLE VII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

(a) No part of the Property shall be used for other than housing and the related common purposes for which the property was designated. Each Unit shall be used as a residence for a single family and for no other purpose. Any Owner may use a portion of this Unit for an office or studio provided that the activities therein shall not interfere with the quiet

enjoyment or comfort of any other Owner or Occupant; and provided further than in no way shall any part of the property be used as a school or music studio.

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

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

(d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, except that sleeve air conditioners and supporting structures for same are allowed subject to rules and regulations adopted by the Board, and no sign, canopy, shutter, radio or television antenna shall be affixed to or pinned upon the exterior walls or roof or any part thereof, without the prior consent of the Board. 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.

(e) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently moved from the property subject to these restrictions upon three (3) days' written notice from the Board.

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

(g) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein.

(h) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements unless approved by the Board except that baby carriages, bicycles and other personal property may be stored in a common storage area designated for the purpose.

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

exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property.

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

(l) Storage areas, clothes washing facilities and other areas of the Common Elements to be used for any permitted purpose as allowed by the Board shall be designated by the Board and shall be allowed subject to the rules and regulations adopted by the Board.

ARTICLE VIII SALE OR OTHER ALIENATION

1. Sale. Any Owner who wishes to sell his Unit Ownership to any person not related by blood or marriage to the Owner shall give to the Board no less than ten (10) days' prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser. The members of the Board, acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase such Unit Ownership upon the same terms, which option shall be exercisable for a period of ten (10) days following the date of receipt of such notice. If said option is not exercised by the Board, the Owner may, at the expiration of said fifteen (15) days and at any time within sixty (60) days after the expiration of said period, contract to sell such Unit Ownership to the proposed purchaser named in such option upon the terms specified therein.

2. Gift. Any Owner who wishes to make a gift of his Unit Ownership or any interest therein to any person or persons who would not be heirs at law of the Owner under the Rules of Descent of the State of Illinois were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors in office, acting on the behalf of the other Unit Owners shall at all times have the first right and option to purchase such Unit Ownership or interest therein for each at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

3. Devise. In the event any Owner dies leaving a will devising his or her Unit Ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said ownership or interest therein either from the devisee or devisees thereof named

in said will, or, if a power of sale is conferred by said will upon the personal representative named therein from the personal representative acting pursuant to said power, for each at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the Unit Ownership or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board, acting on behalf of the other Unit Owners, or their authorized representative, pursuant to authority given to the Board by the Owners as hereinafter provided, to bid at any sale of the Unit Ownership or interest therein of any deceased Owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Owner's estate which contained his or her Unit Ownership or interest therein.

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

(b) In the event any Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall have the same force and effect and may be enforced in the same manner as provided in Article VI.

5. Consent of Board Members. The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior written consent of two-thirds (2/3) of the voting members (except the members whose Unit or Units are the subject of the option). The members of the Board or their duly authorized representatives, acting on behalf of the other Unit Owners, may bid to purchase at any sale of the Unit Ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of two-thirds (2/3) of the voting members (whose Units

are not subject to the sale), which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit or interest therein.

6. Release or Waiver of Option. Upon the written consent of one of the Board members, except the Board member whose Unit is subject to the option, any of the options exercised in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. Proof of Termination of Option. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article VIII as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee.

8. Financing of Purchase Under Option. (a) Acquisition of Unit Ownership or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in proportion to his ownership in the Common Elements, which assessment shall become a lien and be enforceable in the same manner so provided in paragraph (g) of Article VI.

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

9. Title to Acquired Interest. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Upon approval of two-thirds (2/3) of the Owners, said Unit Ownerships or interests therein may be sold by the members of the Board for the benefit of the Owners. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board may determine. Said Unit Ownerships or interests therein may be leased by the members of the Board for the benefit of the Owners. All proceeds of such lease shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board may determine.

ARTICLE IX DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in

payment therefor; provided, however, that in the event within thirty (30) days after said damage or destruction, the Unit Owners elect either to sell the property as hereinafter provided in Article X or to withdraw the property from the provisions of this Declaration, and from the provisions of the "Condominium Property 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 the insurance policies shall be divided by the Board or the payee of such insurance proceeds among all the Owners, after first paying out of the share of each Owner the amount of unpaid liens on his Unit, in the order of the priority of such liens.

2. Insufficient Insurance. In the event the property or the improvement thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred and eighty (180) days after said damage or destruction, then the provisions of the "Condominium Property Act" in such event shall apply.

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

ARTICLE X SALE OF THE PROPERTY

The Owners, by affirmative vote of 80% of the total vote at a meeting of voting members duly called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.

ARTICLE XI REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its agents, shall not thereby be deemed guilty in any manner or trespass, or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

2. Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during the thirty (30) day period after written notice or request to cure such violation from the Board, then the

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

4. Each grantee, by the acceptance of a deed of conveyance or each purchaser under Articles of Agreement for Trustee's Deed, accepts the same 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 said land, and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

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

6. The provisions of Article III, Article VI, Section 3 of Article VIII, and this Paragraph 7 of Article XIII of this Declaration, may be changed, modified, rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by at least three-fourth (3/4) of the Unit Owners and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act" of the State of Illinois.

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

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

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

10. In the event title to any Unit, as herein defined, is conveyed to a land titleholding trust under the terms of which all powers of management, operation and control of the trust

property remain vested in the trust beneficiary or beneficiaries, they the trust estate 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. No liability shall be asserted against any such titleholding trustee personally for payment of any claim, lien, or obligation or for the performance of any agreement, covenant or undertaking hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge of lien upon the Unit notwithstanding any changes in the beneficial interest of any such trust or transfers of title to such Unit. Assignments and transfers of the beneficial interest of any such land titleholding trust and of the trustee's title to any such Unit may not be effected without compliance with Article VIII of this Declaration.

IN WITNESS WHEREOF, the Board has duly executed this Amended and Restated Declaration on the day and year first above written.

BOARD OF DIRECTORS OF THE
FAIRWAY CONDOMINIUM OF GLENVIEW

Pam Bergquist
Ernst Rumpf #2 & 13
May D. Rumpf #6
Victoria Mubha

759729_1 - DECLARATION (FINAL)

EXHIBIT A

Plat of Survey

Attached as Exhibit A to the original Declaration (recorded as Document No. 23783707 with the Cook county Recorder of Deeds Office) and incorporated herein by reference

FAIRWAY CONDOMINIUM ASSOCIATION

Unit Number	PIN Number
1	04-34-400-024-1001
2	04-34-400-024-1002
3	04-34-400-024-1003
4	04-34-400-024-1004
5	04-34-400-024-1005
6	04-34-400-024-1006
7	04-34-400-024-1007
8	04-34-400-024-1008
9	04-34-400-024-1009
10	04-34-400-024-1010
11	04-34-400-024-1011
12	04-34-400-024-1012
13	04-34-400-024-1013
14	04-34-400-024-1014
15	04-34-400-024-1015
16	04-34-400-024-1016