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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

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

**Kovitz Shifrin Nesbit  
55 W. Monroe Street  
Suite 2445  
Chicago, Illinois 60603  
Attn: David M. Bendoff, Esq.**

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**CONSOLIDATED, AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM AND  
BY-LAWS  
FOR**

**PARK TOWER CONDOMINIUM**

WHEREAS, the Declaration of Condominium (hereafter the "Declaration") and By-Laws ("By-Laws") for Park Tower Condominium (hereafter the "Association") recorded as Document No. 24874698 in the Office of the Recorder of Deeds of Cook County, Illinois against the Property legally described in Exhibit "1" attached hereto, and the Property has been submitted to the provisions of the Illinois Condominium Property Act ("Act"); and

WHEREAS, the Declaration has been amended from time to time by the following documents (hereinafter referred to as the "Amendments") recorded with the Recorder of Deeds of Cook County, Illinois:

<u>Document No.</u>	<u>Recording Date</u>
24979052	May 29, 1979;
25178435	October 4, 1979;
26311229	August 4, 1982;
26311230	August 4, 1982;
0802239120	January 22, 2008;
1224329079	August 30, 2012;
1508416039	March 25, 2015; and
1705319088	February 22, 2017;

WHEREAS, Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27, provides a procedure for amending the Declaration to correct omissions and other errors in the Declaration. This section of the Act provides that, where there is an omission or error in the Declaration, By-Laws or other condominium instruments, the Association may correct the error or omission by an amendment in order to conform the instrument with the provisions of the Act. The Section 27(b) of the Act amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Managers unless the Board of Managers' action is rejected by a majority of the votes of the Unit Owners at a meeting of the Unit Owners duly called for that purpose pursuant to a written petition of the Unit Owners having twenty percent of the votes of the Association filed within thirty (30) days after the action of the Board of Managers to approve such amendment; and

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration is in conflict; and

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

WHEREAS, the Section 27(b) of the Act amendments to the Declaration were approved by at least two-thirds (2/3) of the members of the Board of Managers of the Association at a duly called meeting held February 12, 2018; and

WHEREAS, the Board of Managers of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act, and the requisite number of unit owners failed to submit a written petition to the Board of Managers within thirty days of the Board of Managers' action, as provided by Section 27(b)(3) of the Act;

WHEREAS, the Board recognizes the burden and practical difficulty on the Board and the Owners and others in reviewing, consulting and referring to the Declaration, the Amendments, and the Section 27(b) of the Act amendments; and

WHEREAS, the Board desires to prepare, and has caused to be prepared, a single document consolidating the Declaration, the Amendments, and the Section 27(b) of the Act amendments (hereafter referred to as the "Consolidated, Amended And Restated Declaration"), to provide the Board, Owners and others with a convenient document that restates the substantive provisions of the Declaration and reflects the accumulated Amendments for ease of reference; and

WHEREAS, the Consolidated, Amended And Restated Declaration truly and accurately reflects the Declaration as amended from time to time, and the Board desires to record the Consolidated, Amended And Restated Declaration in order to memorialize all of the foregoing action.

NOW THEREFORE, in furtherance of the foregoing recitals, the Declaration of Condominium and By-Laws for Park Tower Condominium is hereby amended and restated in accordance with the following.

CONSOLIDATED, AMENDED, AND RESTATED  
DECLARATION OF CONDOMINIUM  
PURSUANT TO THE CONDOMINIUM PROPERTY ACT  
PARK TOWER

This is an amendment to and restatement of the Declaration made and entered into the 1<sup>st</sup> day of February, 1979 by AMERICAN NATIONAL BANK of Chicago, a National Banking Association, not personally but as Trustee under Trust Agreement dated August 17, 1971 and known as Trust No. 27802, and not individually (hereinafter sometimes referred to as "the Trustee"):

WITNESSETH:

WHEREAS, the Trustee is the owner in fee simple of certain real estate, hereinafter described, in Chicago, Cook County, Illinois; and

WHEREAS, the Trustee intends to, and does hereby submit such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Illinois Condominium Property Act; and

WHEREAS, the Trustee desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate and all units; and

WHEREAS, the Trustee desires and intends that the several Unit Owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Trustee DECLARES as follows:

1. Definitions. (a) The following words and terms, whenever used herein shall have the same meaning as provided for such words and terms in Section 2 of said Condominium Property Act ("Act"):

"Parcel", "Property", "Unit", "Common Elements", "Person", "Unit Owner", "Majority", "Majority of the Unit Owners", "Plat", "Record", "Condominium Instruments", "Common Expenses", "Reserves", "Association", "Limited Common Elements", "Building".

(b) The word "Occupant" means a person; or persons, other than a Unit Owner, in possession of one or more Units.

(c) The word "Board" whenever used herein means the Board of Managers elected as hereinafter provided.

(d) The word "Developer" whenever used herein means Robert Sheridan & Partners/Park Tower, an Illinois limited partnership, and its successors and assigns, or such other persons or entities as the beneficiary of the Trustee may from time to time designate.

(e) The words "Maintenance Fund" whenever used herein mean all monies collected by the Association pursuant to the terms hereof.

(f) The words "First Mortgagee" mean a person, bank, savings and loan association, insurance company or other entity, which, or who, owns and holds a first mortgage or first trust deed, with respect to any portion of the Property.

(g) The words "Commercial Unit" mean a Unit so designated on the Plat with the letter "C" preceding a number. Unless otherwise expressly specified here, the word Unit shall always be taken to include Commercial Unit.

(h) The words "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

(i) The words "Acceptable technological means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

2. Legal Description of Parcel. The Parcel hereby submitted to the Provisions of the Act is legally described as follows:

That part of the East fractional half of the Northeast 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the West boundary line of Lincoln Park, as established by decree

entered July 6, 1908 in Case 285574 Circuit Court as shown on Plat recorded July 9, 1908 as Document Number 4229498 and South of a line that is drawn at right angles to the East line of Sheridan Road, through a point in said East line that is 1,090 feet South of the North line of said East fractional half of the Northeast 1/4 and North of the following described line: Beginning at a point in said East line of Sheridan Road, that is 1,406.50 feet South of the said North line of the East fractional half of the Northeast 1/4; thence East at right angles to the said East line 208.08 feet; thence North at right angles to the last course, 60 feet; thence East at right angles to the last course, 88.01 feet to the said West boundary of Lincoln Park (except the West 47 feet of said East fractional half of the Northeast 1/4 condemned as part of Sheridan Road) all of the above situated in Cook County, Illinois.

3. Description of Units. All Units are delineated on the Plat attached hereto as Exhibit D and made a part of this Declaration. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Said Units are legally described on Exhibit A attached hereto and made a part hereof.

4. Ownership and Use of the Common Elements. (a) The "Common Elements" consist of all portions of the Property except the Units, including without limiting the generality of the foregoing, the Parcel, stairways, corridors, roofs, storage areas, laundries, mechanical rooms and equipment therein, refuse collection system, central heating and air conditioning systems and structural parts of the improvements on the Parcel, wherever located.

(b) The "Limited Common Elements" are that part of the Common Elements contiguous to and serving exclusively a single Unit as an inseparable appurtenance thereto including specifically such portions of the perimeter walls, floors and ceilings, windows, doors and all fixtures and structures therein which lie outside the Unit boundaries.

(c) Each Unit Owner shall own an undivided interest in the Common Elements, in the percentage set forth in Exhibit B attached hereto and made a part hereof, as a tenant in common with all the other Unit Owners. Except as otherwise limited by the Condominium Instruments and the rules and regulations adopted from time to time by the Association, each Unit Owner, his agents, tenants, family members and invitees 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 uses permitted by the Condominium Instruments, which right shall be appurtenant to, and run with, his Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited

Common Elements contiguous to and serving only his Unit and the Limited Common Elements access to which is available only through his Unit. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to, and run with the Unit of such Unit Owner. Except as set forth in the preceding sentence and as set forth in paragraph 20 hereof, Limited Common Elements may not be transferred between or among Unit Owners.

5. Encroachments and Easements. (a) If any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other than the Trustee or the Developer or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or owners.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements, as they exist on the date of the recording hereof.

(c) All easements and rights described herein are easements appurtenant, running with the Parcel, and 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 Parcel, or any part or portion thereof.

(d) 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 Declaration, shall be sufficient to create and reserve such easements and rights 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.

6. Pipes, etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and

serving more than one Unit or another Unit or serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action which would interfere with the ability of the Association to repair, replace or maintain said Common Elements as provided herein.

7. Sale or Other Alienation. (a) Any Unit Owner who desires to sell his Unit shall first obtain from the proposed purchaser a bona fide executed offer in writing, setting forth all the terms and conditions of said proposed transaction. The offer shall be expressly subject to the terms of this paragraph 7. If any Unit Owner receives such an offer which he intends to accept, he shall accept such offer subject to the terms of this paragraph 7 and give written notice to the Association of such offer and acceptance, stating the name and address of such proposed purchaser, the terms of the proposed transaction, and such other information as the Association may reasonably require, and shall furnish a copy of such executed offer and acceptance to the Association. The giving of such notice shall constitute a warranty and representation by the giver thereof that he believes such offer, and all information contained in said notice, to be bona fide, true and correct in all respects. During the period of thirty (30) days following receipt by the Association of such written notice, the Association shall have the first right and option to purchase, (or to cause the same to be purchased, by any designee or assignee, corporate or otherwise, of the Association) upon the same terms and conditions as stated in the aforesaid notice received by the Association. If the Association shall give written notice to the Unit Owner within said thirty (30) day period, of the exercise of its first right and option, the transaction between the Unit Owner and the Association or its designee shall be consummated upon the same terms as set forth in the notice to the Association.

If the Association shall give written notice to the Unit Owner within said thirty (30) day period that it has elected not to exercise such first right and option, or if the Association shall fail to give any notice within said thirty (30) day period, then the proposed transaction as described and set forth in the notice to the Association may be consummated within sixty (60) days after the expiration of said thirty (30) day period. If the Unit Owner fails to consummate such transaction within such sixty (60) day period, then such Unit and all rights with respect thereto shall again become subject to the first right and option of the Association as herein provided.

(b) Any Unit Owner who wishes to make a gift of his Unit or any interest therein, or who wishes to transfer his Unit or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee, or the assumption of an existing indebtedness, to any person or persons who would not be heirs at law of the Unit Owner under the Rules of Descent of the State of Illinois were he or she to die within sixty (60) days prior to the contemplated date of such gift or other transfer, shall



give to the Association notice of his or her intent to make such gift or other transfer not less than sixty (60) days prior to the contemplated date thereof. Said notice shall state the contemplated date of said gift or other transfer, the intended donee or transferee, and the terms in detail of such proposed other transfer and such other information as the Association may reasonably require. The Association shall have the first right and option to purchase said Unit or interest therein (or to cause the same to be purchased by any designee or assignee, corporate or otherwise, of the Association) for cash at fair market value which shall be determined by arbitration as hereinafter provided in sub-paragraph (d).

(c) In the event that any Unit Owner dies leaving a will devising his or her Unit, or any interest therein, to any person or persons not heirs at law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the Association shall have the first right and option to purchase said Unit or interest therein (or to cause the same to be purchased by any designee or assignee, corporate or otherwise, of the Association) from the estate of the deceased Unit Owner, or from the devisee or devisees named in such will if no power of sale is conferred by said will upon the personal representative named therein, for cash at fair market value which shall be determined by arbitration as hereinafter provided in sub-paragraph (d).

(d) Within thirty (30) days after the appointment of a personal representative for the estate of the deceased Unit Owner, or the receipt by the Association of the written notice referred to in sub-paragraph (b) hereof, as the case may be, the Association on the one hand, and said owner of the Unit to be purchased, or devisee or devisees, or personal representative, as the case may be, on the other hand, shall each appoint a qualified real estate appraiser to act as an arbitrator and shall give written notice of such appointment to the other party to the arbitration. If either party fails to appoint an arbitrator, the arbitrator appointed by the one party shall act as sole arbitrator. If each party has so appointed an arbitrator, then within ten (10) days after the appointment of the last to be appointed of said arbitrators, the two arbitrators so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. If the two arbitrators so appointed fail to agree upon a third arbitrator, then such third arbitrator shall be appointed by the American Arbitration Association upon application of either party to the arbitration. Within fifteen (15) days after the appointment of a third arbitrator, the three arbitrators shall determine the fair market value of the Unit or interest therein and shall thereupon give written notice of such determination to the Association and said owner or devisee or devisees, or personal representative, as the case may be. If the three arbitrators fail to agree on a fair market value, then the mean average of the values fixed by such three arbitrators shall be the fair market value. The Association's right to purchase the Unit or interest therein at the price so determined shall expire sixty (60) days after the date of receipt by it of notice of

such fair market value; provided, however, that such first right and option to purchase shall expire seven (7) months after the appointment of a personal representative of a deceased Unit Owner who is not empowered to sell. The Association shall be deemed to have exercised its first right and option if it tenders the required sum of money to said owner or said devisee or devisees or to said personal representative, as the case may be, within said option period.

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

(f) In the event any Unit 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, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the common expenses.

(g) The Association shall not exercise any option hereinabove set forth without the prior written consent of 66-2/3 percent of the Unit Owners. The Association may bid to purchase at any auction or sale of the Unit or interest therein of any Unit Owner, deceased or living, which said sale is held pursuant to any order or direction of a court upon the prior written consent of 66-2/3 percent of the Unit Owners, which said consent shall set forth a maximum price which the Association is authorized to bid and pay for said Unit or interest therein.

(h) Where title to any Unit is held by a trust, the bequest, assignment, sale, conveyance or other transfer by a beneficiary of such trust or his or her beneficial interest in such trust (other than as security for a bona fide indebtedness) shall be deemed a devise of the Unit owned by the trust.

(i) Where title to any Unit is held by a corporation or a partnership, or where a corporation or a partnership is beneficiary of a trust in title to a Unit, the transfer or bequest of fifty percent (50%) or more of the issued and outstanding shares of such

corporation, or fifty percent (50%) or more of the interest in such partnership, shall be deemed a devise of the Unit owned by the corporation or partnership or such trust.

(j) The terms of this Paragraph 7 and the first right and option herein provided for shall not be applicable to:

(i) the transfer or conveyance, by operation of law or otherwise, of the interest of a co-owner of any Unit, to any other co-owner of the same Unit or the interest of a co-owner of the beneficial interest in a land title holding trust in title to a Unit to any other co-owner of such beneficial interest, where such co-owners hold title to such Unit or such beneficial interest as tenants in common or as joint tenants;

(ii) the transfer by sale, gift, devise or otherwise of any Unit or interest therein or beneficial interest of a land title holding trust in title to a Unit to or for the sole benefit of any spouse, descendant, ancestor or sibling (or the spouse of any such person) of the transferor;

(iii) the execution of a bona fide trust deed, mortgage, or other security instrument;

(iv) the sale or conveyance of a Unit by the holder of a mortgage or trust deed who has acquired title to such Unit by deed in lieu of foreclosure or foreclosure of a mortgage or trust deed on the Property, or any Unit, or by any other remedy set forth in the mortgage or trust deed, provided such holder is a bank, savings and loan association or insurance company; and

(v) any sale, conveyance or transfer of a Unit by the Trustee, or any beneficiary of the Trustee, or the Developer.

(k) Acquisition of Units or interests therein under the provisions of this paragraph shall be made from the Maintenance Fund. If said fund is insufficient, the Association shall levy a special assessment against each Unit Owner in the ratio that his percentage of ownership in the Common Elements bears to the total of all such percentages applicable to Units subject to said special assessment, which assessment shall become a lien and may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Subject to the provisions of the Act and By-Laws, the Association may borrow money to finance the acquisition of Units or interests therein which acquisition is authorized by this paragraph; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit or interest therein to be acquired.

(l) Units or interests therein acquired pursuant to the terms of this paragraph, and all proceeds of any sale or leasing thereof, shall be held of record in the name of the Association for the use and benefit of the Unit Owners in the same proportions that the Association could levy a special assessment under the terms of sub-paragraph (l) hereof. Subject to the provisions of the Act and By-Laws, said Units or interests therein shall be sold by the Association for the benefit of such Unit Owners upon such price and terms as the Association shall determine.

(m) Upon the written consent of all the members of the Board, any of the rights or options contained in this Paragraph 7 may be released or waived and the Unit or interest therein which is subject to the right of first right and option of the Association set forth in this paragraph may be sold, conveyed, given or devised free and clear of the provisions of this paragraph.

(n) Upon the written request of any prospective transferor, purchaser, tenant or mortgagee of a Unit, the Association, by its Secretary, shall issue a written and acknowledged certificate evidencing:

(i) with respect to a proposed sale hereunder, that the provisions of this Paragraph 7 have been complied with or duly waived by the Association and that the first right and option of the Association has been terminated, if such is the fact;

(ii) that any conveyance or deed is, by the terms hereof, not subject to the provisions of this Paragraph 7, if such is the fact; and such a certificate shall be conclusive evidence of the facts contained therein.

(o) Resale approval. In the event of a sale of a condominium unit by a Unit Owner, the Association shall not exercise any right of refusal, option to purchase, or right to disapprove the sale, on the basis that the purchaser's financing is guaranteed by the Federal Housing Administration.

8. Association. (a) The Developer, prior to the first annual meeting of Unit Owners or the Association, thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.

(b) Whether or not the Association is incorporated;

(i) each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit Owner shall automatically become a member therein;

(ii) the provisions of Exhibit C of this Declaration shall be adopted as the By-Laws of such Association;

(iii) the name of such Association shall be Park Tower Condominium Association, or a similar name.

9. Insurance. (a) The Association shall acquire and pay for out of the Maintenance Fund herein provided for, the following:

(i) Such insurance as the Association is required to obtain under the provisions of Section 12 of the Act and such other insurance as the Association deems advisable in the operation, and for the protection, of the Property and the Units. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration and the Act.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting in the destruction of the major portion of one or more Units, occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the By-Laws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

(ii) Property Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (a) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (b) providing coverage for special form causes of loss, and (c) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductible, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: the Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than ten percent (10%) of each insured building value or \$500,000 whichever is less.

The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, built-in cabinets installed by Unit Owners, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner. If the insurance covers improvements and betterments, each Unit Owner, other than the Trustee or the Developer, shall notify the Association in writing of any additions, alterations or improvements to his Unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Association. In the absence of insurance on such additions, alterations or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that such policies shall not be terminated, cancelled or substantially modified without at least thirty (30) days' prior written notice to the mortgagee of each Unit.

(iii) General Liability Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

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

(a) 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.

(b) 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.

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

(v) Such other forms of insurance as the Association shall elect to effect including such Workmen's Compensation insurance as may be necessary to comply with applicable laws.

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

(vii) Directors and Officers Coverage. The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. 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 this Declaration and By-Laws of the Association. The coverage required by this subsection shall include, but not be limited to, coverage of defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this subsection shall include as an insured: past, present, and future Board members while acting in their capacity as members of the Board of Directors; the managing agent; and employees of the Board of Directors and the managing agent

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

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

(x) The Association shall 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 Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee."

(b) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

(c) The Association shall secure insurance policies that will provide for the following:

(i) with respect to the insurance provided for in (a)(ii) of this paragraph, for coverage of cross liability claims of one insured against another; and

(ii) a waiver of any rights to subrogation by the insuring company against any named insured.

(d) The Association may, but shall not be required to, secure policies providing:



(i) with respect to the insurance provided for in (a)(i) of this paragraph, that the policy cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners;

(ii) with respect to the insurance provided for in (a)(i) of this paragraph, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

(e) **Mandatory Unit Owner Coverage.** The Board may require condominium Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a Unit Owner or Association member must include the deductible of the Owner whose Unit was damaged, any damage not covered by insurance required by this subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

(f) Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

10. **Separate Real Estate Taxes.** It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any years such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then the Association shall collect from each Unit Owner his proportionate share thereof in accordance with his respective percentage of ownership of the Common Elements, and such taxes, levied on the Property as a whole, shall be considered a Common Expense.

11. **Use and Occupancy of Units and Common Elements.** 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 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 purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid

shall notify the Association at least twenty-one (21) days prior to the commencement of any such alteration. Anything in the foregoing to the contrary notwithstanding, the Commercial Units may be used for any lawful commercial purpose and Commercial Unit 20-C may also be used for residential purposes.

(b) Except as set forth above with respect to the Commercial Units, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. 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 Association. The right is reserved by the Trustee and the Developer or their agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. Until all the Units are sold and conveyed, the Trustee and the Developer shall be entitled to access, ingress and egress to the Property as they shall deem necessary in connection with the sale of, or work in, the Building or any Unit. The Trustee and the Developer shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith. Anything in the foregoing or elsewhere in this Declaration to the contrary notwithstanding, the owner or tenant of any Commercial Unit may retain (and shall at its expense, maintain, repair and replace as needed,) any sign advertising or identifying its business which sign is located in the Common Elements the day this Declaration is recorded. The owner or tenant of a Commercial Unit may replace any such existing sign and new signs identifying or advertising the business of the owner or tenant of a Commercial Unit may be affixed to the Common Elements and replaced, provided such signs are in accordance with the Design Criteria Sheet for Commercial Mall prepared by Trustee or one of its beneficiaries and dated August 16, 1974.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit and the Limited Common Elements appurtenant thereto in good, clean order and repair. The use 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 Association.

(d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on any Building, or contents thereof, applicable

for residential use, without the prior written consent of the Association. 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 any insurance maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(e) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Developer) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Association.

(f) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets, other than dogs or cats, may be kept in Units, subject to rules and regulations adopted by the Association, which rule or regulation may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association. Dogs or cats which are kept in Units as of the date this Declaration is recorded and dogs or cats owned by grantees of the Developer at the time Units are conveyed to such grantees may be kept in Units subject to the terms of this paragraph, but once said dog or cat dies, or is otherwise no longer kept in a Unit, the Unit Owner owning said dog or cat may not replace it with another dog or cat. Provided, further, that no Unit Owner may use any passenger elevator to transport his dog or cat to or from his Unit and if a Unit Owner shall use a passenger elevator for such purpose, the dog or cat shall be conclusively presumed to have created a nuisance.

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

(h) Nothing shall be done in any Unit or in, on or to the Common Elements which would impair the structural integrity of the Building or which would structurally change the Building except as constructed or altered by or with the permission of the Developer or the Association.

(i) No clothes, sheets, blankets, laundry or other articles of any kind 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.

(j) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any regulations of the Association.

(k) Except as constructed or altered by or with the permission of the Developer at any time prior to the first annual meeting of the Unit Owners, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

(l) Each Unit Owner and the Association hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the Association, members of the Board, the Developer, the Trustee, the beneficiaries of the Trustee, 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 or any act or omission referred to in Paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.

(m) If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest or occupant or visitor of such Unit Owner, shall cause damage 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 Association, to the extent such payment is not waived or released under the provisions of Paragraph 11(1).

(n) Any release or waiver referred to in Paragraph 11(1) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

(o) 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 Association, an unreasonable disturbance to others. Nor shall any Unit Owner connect any machine, appliance, accessory or equipment to the heating, cooling or plumbing system, without the prior written consent of the Association.

(p) This Paragraph 11 shall not be construed to prevent or prohibit 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 with business or professional associates, clients or customers, in his Unit.

(q) Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used herein, "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

(r) A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

(s) The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and

rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

12. Parking. Until such time as all Units have been sold, the Developer shall have the sole and exclusive right to grant to any Unit Owner, his heirs, successors and assigns, the privilege to use one or more portions of the Common Elements designed for the parking of one or more automobiles during such time the Unit Owner remain a Unit Owner. After all the Units have been sold, the aforesaid right shall vest in the Association. In all events, however, the Association shall reserve parking spaces for the use of customers of those tenants of the Commercial Units whose leases in effect on the date this Declaration is recorded grant parking privileges in the portion of the Common Elements designed for parking, in such number and at such rates as set forth in said leases, for as long as said leases are in effect, or, in the event the tenant of a Commercial Unit it is renting, for as long as said lease would have remained in effect had said tenant remained a tenant and exercised all renewal options set forth in its lease.

13. Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein contained, shall, in addition to any other rights provided for in this Declaration, give the Association the right: (a) to enter upon the Unit, or any portion of 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 Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein contained, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such allegations to be true and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and

communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Paragraph 13, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials shall be paid by the Unit Owner in violation, and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

Furthermore, if after hearing and finding as aforesaid and failure of the Unit Owner to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the 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 Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit and, subject to the first right and option of the Association as provided in Paragraph 7(e) hereof, 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 so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration. 14. Engineer's Apartment(s). The Developer reserves the right and agrees to cause the Trustee to convey not more than two Units to the Association each subject to (i) this Declaration, the Act, covenants, conditions easements and restrictions of record, and, in general, all matters which buyers of Unit from the Developer take title subject to as set forth in real estate purchase contracts between Developer and buyers of Units and (ii) a mortgage or trust deed securing a note not to exceed 70% of the Market Value of the Unit as set forth in the initial City of Chicago Property Report filed by the Developer with respect to

Park Tower Condominium, for use as an engineer's apartment or apartments or such other lawful use as the Association deems proper. From and after said conveyance to the Association, the Association shall perform, on behalf of all Unit Owners, all of the obligations appurtenant to such Unit or Units. All costs incurred by the Association with respect to such Unit or Units (including, but without limitation, payments of principal and interest due on the notes secured by the mortgages or trust deeds hereinabove described real estate taxes, repairs, maintenance, decorating, utility charges, and similar expenses) shall be deemed to be and shall be included as Common Expenses assessed pursuant to this Declaration in the same manner as would have been required had such Unit or Units been established as part of the Common Elements rather than as a Unit, until such time as such Unit or Units are no longer used as a building engineer's apartment or apartments, at which time the aforesaid costs shall be borne by the owner thereof, or the Association, as otherwise provided herein.

15. Entry by Association. The Association or its officers, agents or employees may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible, or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.

16. Grantees. Each grantee of the Trustee or the Developer, each purchaser under Articles of Agreement for Deed and each tenant under a lease accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Act, as at any time amended, and all easements, 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 person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

17. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

18. Notices. (a) Whenever any notice is required to be given under the provisions of this Declaration, or the By-Laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be



deemed equivalent to the giving of such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered 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.

(b) Other notices required or permitted to be given shall be in writing and shall be given in the manner set forth in the Condominium Instruments.

(c) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any condominium instrument or any provision of the Act may be accomplished using acceptable technological means.

(d) The Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any condominium instrument or any provision of the Act by use of acceptable technological means.

(e) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any condominium instrument or any provision of the Act.

(f) Voting on, consent to, and approval of any matter under any condominium instrument or any provision of the Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

(g) Subject to other provisions of law, no action required or permitted by any condominium instrument or any provision of the Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors or Board of Managers.

(h) If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of acceptable technological means.

19. Amendments. The provisions of Paragraph 1, 2, 3, 4, 5, 6, sub-paragraph (j)(iv) of Paragraph 7, sub-paragraphs (a) and (b) of Paragraph 11, Paragraph 20 and this Paragraph 19 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners and each mortgagee having a bona fide lien of record against any Unit. Other provisions of this Declaration 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 75% of the Unit Owners and containing an affidavit by an officer of the Association 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 Act and shall be effective upon recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of the Trustee or the Developer shall be effective without the prior written consent of the Trustee or Developer. The By-Laws may be amended in accordance with the provisions of Article XII thereof. Notwithstanding anything herein to the contrary requiring approval of any mortgagee or lien holder of record, and if the mortgagee or lien holder of record receives a request to approve or consent to an amendment to the Declaration and/or By-Laws, the mortgagee or lien holder of record is deemed to have approved or consented to the request unless the mortgagee or lien holder of record delivers a negative response to the requesting party within sixty (60) days after the mailing of the request. A request to approve or consent to an amendment to the Declaration and/or By-Laws that is required to be sent to a mortgage or lien holder of record shall be sent by certified mail.

20. Combination and Division of Units. Anything herein contained to the contrary notwithstanding, any one or more Unit Owners may with respect to any Unit or Units owned by him or them:

(a) Divide a Unit or combine any part or all of a Unit with another Unit for the purpose of increasing or reducing the size of a Unit or eliminating a Unit; and

(b) Adjust or change the percentage of ownership of the Common Elements allocable to Units which have been so divided or combined as long as such adjustment does not increase or decrease the total percentage of ownership of the Common Elements allocable to all Units so divided or combined, before the division or combination. Any such division or combination, and adjustment or change, shall be subject to such reasonable rules and regulations as the Association may adopt with respect thereto and shall be set forth in an amendment to this Declaration and the Plat attached hereto as Exhibit D as may be necessary to reflect such division, combination, adjustment or change, including (but not limited to) the elimination of portions of the Common Elements which formerly separated one or more Units by converting the same into portions of Units, or the conversion of any portion of a Unit into Common Elements, or the conversion of any portion of Limited Common Elements into Common Elements, or the conversion of Common Elements into Limited Common Elements. Said division, combination, adjustment or change shall be effective upon the recording of the aforesaid amendment to Declaration and Plat prepared and executed as required by the

Act, provided such division, combination, adjustment or change has been approved by the majority of the Board.

21. Violations of Certain Rules. 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 provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the now incumbent President of the United States and the now incumbent Vice-President of the United States.

22. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

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

24. Changes or Modification by the Trustee. Until the first annual meeting of Unit Owners is called, the Trustee, or its successors or assigns, shall have the right to change or modify any or all of the terms, restrictions and covenants contained in the Condominium Instruments, which change or modification shall be effective upon the recording thereof; provided, however, that the provisions of Paragraph (h) Section 2 of Article VI of the By-Laws hereof shall not be amended, modified or changed without the consent of First Mortgagee affected thereby.

25. Trustees. In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such titleholding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

26. Execution by the Trustee. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while

in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the American National Bank and Trust Company of Chicago or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

PARK TOWER CONDOMINIUM ASSOCIATION

**EXHIBIT A**

**LEGAL DESCRIPTION**

Units 1C, 2C, 3C, 4C, 5C, 6C, 7C, 8C, 9C, 10C, 11C, 12C, 13C, 14C, 15C, 16C, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 314, 315, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 414, 415, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 514, 515, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 614, 615, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 714, 715, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 814, 815, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 914, 915, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1014, 1015, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1114, 1115, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1214, 1215, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1414, 1415, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1514, 1515, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1614, 1615, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1714, 1715, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1814, 1815, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1914, 1915, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2014, 2015, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2114, 2115, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2214, 2215, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2314, 2315, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2414, 2415, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2514, 2515, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2614, 2615, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2714, 2715, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810-2811, 2812, 2814, 2815, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911, 2912, 2914, 2915, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3014, 3015, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3111, 3112, 3114, 3115, 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3209, 3210, 3211, 3212, 3214, 3215, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3314, 3315, 3401, 3402, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410, 3411, 3412, 3414, 3415, 3501, 3502, 3503, 3504, 3505, 3506, 3507, 3508, 3509, 3510, 3511, 3512, 3514, 3515, 3601, 3602, 3603, 3604, 3605, 3606, 3607, 3608, 3609, 3610, 3611, 3612, 3614, 3615, 3701, 3702, 3703, 3704, 3705, 3706, 3707, 3708, 3709, 3710, 3711, 3712, 3714, 3715, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3811, 3812, 3814, 3815, 3901, 3902, 3903, 3904, 3905, 3906, 3907, 3908, 3909, 3910, 3911, 3912, 3914, 3915, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4010, 4011, 4012, 4014, 4015, 4101, 4102, 4103, 4104,

4105, 4106, 4107, 4108, 4109, 4110, 4111, 4112, 4114, 4115, 4201, 4202, 4203, 4204, 4205, 4206, 4207, 4208, 4209, 4210, 4211, 4212, 4214, 4215, 4301, 4302, 4303, 4304, 4305, 4306-4406, 4307, 4308, 4309, 4310, 4311, 4312, 4314, 4315, 4401, 4402, 4403, 4404, 4405, 4407, 4408, 4409, 4410, 4411, 4412, 4414, 4415, 4501, 4502, 4503, 4504, 4505, 4506, 4507, 4508, 4509, 4510, 4511, 4512, 4514, 4515, 4601, 4602, 4603, 4604, 4605, 4606, 4607, 4608, 4609, 4610, 4611, 4612, 4614, 4615, 4701, 4702, 4703, 4704, 4705, 4706, 4707, 4708, 4709, 4710, 4711, 4712, 4714, 4715, 4801, 4802, 4803, 4804, 4805, 4806, 4807, 4808, 4809, 4810, 4811, 4812, 4814, 4815, 4901, 4902, 4903, 4904, 4905, 4906, 4907, 4908, 4909, 4910, 4911, 4912, 4914, 4915, 5001, 5002, 5003, 5004, 5005-5006, 5007, 5008, 5009, 5010, 5011, 5012, 5014, 5015, 5101, 5102, 5103, 5104, 5105, 5106, 5107, 5108, 5109, 5110, 5111, 5112, 5114, 5115, 5201, 5202, 5203, 5204, 5205, 5206, 5207, 5208, 5209, 5210, 5211, 5212, 5214, 5215, 5301, 5302, 5303, 5304, 5305, 5306, 5307, 5308, 5309, 5310, 5311, 5312, 5314, 5315, 5401, 5402, 5403, 5404, 5405, 5406, 5407, 5408, 5409, 5410, 5411, 5412, 5414, 5415, 5501, 5502, 5503, 5504, 5505, 5506, 5507, 5508, 5509, 5510, 5511, 5512, 5514 and 5515 together with their undivided percentage interest in the common elements in Park Tower Condominium Association, as delineated on Plat of Survey of the following described parcel of real estate:

That part of the East fractional half of the Northeast 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the West boundary line of Lincoln Park, as established by decree entered July 6, 1908 in Case 285574 Circuit Court as shown on Plat recorded July 9, 1908 as Document Number 4229498 and South of a line that is drawn at right angles to the East line of Sheridan Road, through a point in said East line that is 1,090 feet South of the North line of said East fractional half of the Northeast 1/4 and North of the following described line: Beginning at a point in said East line of Sheridan Road, that is 1,406.50 feet South of the said North line of the East fractional half of the Northeast 1/4; thence East at right angles to the said East line 208.08 feet; thence North at right angles to the last course, 60 feet; thence East at right angles to the last course, 88.01 feet to the said West boundary of Lincoln Park (except the West 47 feet of said East fractional half of the Northeast 1/4 condemned as part of Sheridan Road) all of the above situated in Cook County, Illinois, which Plat of Survey is attached as Exhibit D to Declaration of Condominium made by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 15, 1971 and known as Trust Number 27802 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 24874698.

**EXHIBIT B**  
**PERCENTAGE OF OWNERSHIP**

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
1C	0.141900
2C	0.120481
3C	0.147254
4C	0.093707
5C	0.334670
6C	0.128513
7C	0.109771
8C	0.214188
9C	0.066934
10C	0.058901
11C	0.133868
12C	0.468538
13C	0.240963
14C	0.669340
15C	0.058901
16C	1.004374
301	0.211109
302	0.127442
303	0.087014
304	0.135474
305	0.127442

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
306	0.190092
307	0.073761
308	0.095581
309	0.095581
310	0.069745
311	0.167602
312	0.087014
314	0.115394
315	0.115394
401	0.212448
402	0.127442
403	0.087549
404	0.135474
405	0.127442
406	0.196786
407	0.075501
408	0.097589
409	0.097589
410	0.070950
411	0.169610
412	0.087549
414	0.116197
415	0.116197



<u>Unit #</u>	<u>Percentage Ownership Interest</u>
501	0.213787
502	0.127442
503	0.088138
504	0.135474
505	0.127442
506	0.198258
507	0.077911
508	0.100936
509	0.100936
510	0.072824
511	0.172957
512	0.088138
514	0.117000
515	0.117000
601	0.214188
602	0.127442
603	0.088299
604	0.135474
605	0.127442
606	0.198660
607	0.078178
608	0.101204
609	0.101204
610	0.073359

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
611	0.174296
612	0.088299
614	0.117268
615	0.117268
701	0.214590
702	0.127442
703	0.088460
704	0.135474
705	0.127442
706	0.199061
707	0.078446
708	0.101472
709	0.101472
710	0.074698
711	0.175099
712	0.088460
714	0.117536
715	0.117536
801	0.214992
802	0.127442
803	0.088620
804	0.135474
805	0.127442
806	0.199463

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
807	0.078714
808	0.101739
809	0.101739
810	0.074966
811	0.175902
812	0.088620
814	0.117803
815	0.117803
901	0.215393
902	0.127442
903	0.088781
904	0.135474
905	0.127442
906	0.199865
907	0.078982
908	0.102007
909	0.102007
910	0.075233
911	0.176705
912	0.088781
914	0.118071
915	0.118071
1001	0.215795
1002	0.127442

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
1003	0.088941
1004	0.135474
1005	0.127442
1006	0.200266
1007	0.079249
1008	0.102275
1009	0.102275
1010	0.075501
1011	0.177509
1012	0.088941
1014	0.118339
1015	0.118339
1101	0.216196
1102	0.127442
1103	0.089102
1104	0.135474
1105	0.127442
1106	0.200668
1107	0.079517
1108	0.102542
1109	0.102542
1110	0.075769
1111	0.178312
1112	0.089102

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
1114	0.118607
1115	0.118607
1201	0.216598
1202	0.127442
1203	0.089263
1204	0.135474
1205	0.127442
1206	0.201069
1207	0.079785
1208	0.102810
1209	0.102810
1210	0.076037
1211	0.179115
1212	0.089263
1214	0.118874
1215	0.118874
1401	0.217000
1402	0.127844
1403	0.089423
1404	0.135876
1405	0.127844
1406	0.201471
1407	0.080053
1408	0.103078

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
1409	0.103078
1410	0.076304
1411	0.179918
1412	0.089423
1414	0.119142
1415	0.119142
1501	0.217401
1502	0.128245
1503	0.089584
1504	0.136277
1505	0.128245
1506	0.201873
1507	0.080320
1508	0.103346
1509	0.103346
1510	0.076572
1511	0.180721
1512	0.089584
1514	0.119410
1515	0.119410
1601	0.217803
1602	0.128647
1603	0.089745
1604	0.136679

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
1605	0.128647
1606	0.202274
1607	0.080588
1608	0.103613
1609	0.103613
1610	0.076840
1611	0.181525
1612	0.089745
1614	0.119678
1615	0.119678
1701	0.218204
1702	0.129048
1703	0.089905
1704	0.137080
1705	0.129048
1706	0.202676
1707	0.080856
1708	0.103881
1709	0.103881
1710	0.077108
1711	0.182328
1712	0.089905
1714	0.119945
1715	0.119945

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
1801	0.218606
1802	0.129450
1803	0.090066
1804	0.137482
1805	0.129450
1806	0.203077
1807	0.081124
1808	0.104149
1809	0.104149
1810	0.077375
1811	0.183131
1812	0.090066
1814	0.120213
1815	0.120213
1901	0.219008
1902	0.129852
1903	0.090227
1904	0.137884
1905	0.129852
1906	0.203479
1907	0.081391
1908	0.104417
1909	0.104417
1910	0.077643



<u>Unit #</u>	<u>Percentage Ownership Interest</u>
1911	0.183934
1912	0.090227
1914	0.120481
1915	0.120481
2001	0.219410
2002	0.130254
2003	0.090388
2004	0.138286
2005	0.130254
2006	0.203882
2007	0.081659
2008	0.104685
2009	0.104685
2010	0.077910
2011	0.184738
2012	0.090388
2014	0.120748
2015	0.120748
2101	0.219811
2102	0.130655
2103	0.090548
2104	0.138687
2105	0.130655
2106	0.204282

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
2107	0.081927
2108	0.104952
2109	0.104952
2110	0.078178
2111	0.185541
2112	0.090548
2114	0.121016
2115	0.121016
2201	0.220213
2202	0.131056
2203	0.090709
2204	0.139088
2205	0.131056
2206	0.204684
2207	0.082195
2208	0.105220
2209	0.105220
2210	0.078446
2211	0.186344
2212	0.090709
2214	0.121284
2215	0.121284
2301	0.220614
2302	0.131458

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
2303	0.090869
2304	0.139490
2305	0.131458
2306	0.205085
2307	0.082462
2308	0.105488
2309	0.105488
2310	0.078714
2311	0.187147
2312	0.090869
2314	0.121552
2315	0.121552
2401	0.221016
2402	0.131860
2403	0.091030
2404	0.139892
2405	0.131860
2406	0.205487
2407	0.082730
2408	0.105755
2409	0.105755
2410	0.078982
2411	0.187950
2412	0.091030

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
2414	0.121819
2415	0.121819
2501	0.221417
2502	0.132261
2503	0.091190
2504	0.140293
2505	0.132261
2506	0.205889
2507	0.082998
2508	0.106023
2509	0.106023
2510	0.079249
2511	0.188754
2512	0.091190
2514	0.122087
2515	0.122087
2601	0.221819
2602	0.132663
2603	0.091351
2604	0.140695
2605	0.132663
2606	0.206290
2607	0.083265
2608	0.106291

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
2609	0.106291
2610	0.079517
2611	0.189557
2612	0.091351
2614	0.122355
2615	0.122355
2701	0.222221
2702	0.133064
2703	0.091512
2704	0.141096
2705	0.133064
2706	0.206692
2707	0.083533
2708	0.106559
2709	0.106559
2710	0.079785
2711	0.190360
2712	0.091512
2714	0.122623
2715	0.122623
2801	0.222622
2802	0.133466
2803	0.091672
2804	0.141498

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
2805	0.133466
2806	0.207093
2807	0.083801
2808	0.106826
2809	0.106826
2810-2811	0.271216
2812	0.091672
2814	0.122890
2815	0.122890
2901	0.223024
2902	0.133868
2903	0.091833
2904	0.141900
2905	0.133868
2906	0.207495
2907	0.084069
2908	0.107094
2909	0.107094
2910	0.080320
2911	0.191966
2912	0.091833
2914	0.123158
2915	0.123158

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
3001	0.223425
3002	0.134269
3003	0.091994
3004	0.142301
3005	0.134269
3006	0.207897
3007	0.084336
3008	0.107362
3009	0.107362
3010	0.080588
3011	0.192770
3012	0.091994
3014	0.123426
3015	0.123426
3101	0.223827
3102	0.134671
3103	0.092154
3104	0.142703
3105	0.134671
3106	0.208298
3107	0.084604
3108	0.107629
3109	0.107629
3110	0.080856

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
3111	0.193573
3112	0.092154
3114	0.123694
3115	0.123694
3201	0.224229
3202	0.135072
3203	0.092315
3204	0.143104
3205	0.135072
3206	0.208700
3207	0.084872
3208	0.107897
3209	0.107897
3210	0.081124
3211	0.194376
3212	0.092315
3214	0.123961
3215	0.123961
3301	0.224630
3302	0.135474
3303	0.092476
3304	0.143506
3305	0.135474
3306	0.209101



<u>Unit #</u>	<u>Percentage Ownership Interest</u>
3307	0.085140
3308	0.108165
3309	0.108165
3310	0.081391
3311	0.195179
3312	0.092476
3314	0.124229
3315	0.124229
3401	0.225032
3402	0.135876
3403	0.092636
3404	0.143908
3405	0.135876
3406	0.209503
3407	0.085407
3408	0.108433
3409	0.108433
3410	0.081659
3411	0.195982
3412	0.092636
3414	0.124497
3415	0.124497
3501	0.225433
3502	0.136277

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
3503	0.092797
3504	0.144309
3505	0.136277
3506	0.209905
3507	0.085675
3508	0.108700
3509	0.108700
3510	0.081927
3511	0.196786
3512	0.092797
3514	0.124765
3515	0.124765
3601	0.225835
3602	0.136679
3603	0.092958
3604	0.144711
3605	0.136679
3606	0.210306
3607	0.085943
3608	0.108968
3609	0.108968
3610	0.082195
3611	0.197589
3612	0.092958

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
3614	0.125032
3615	0.125032
3701	0.226237
3702	0.137080
3703	0.093118
3704	0.145113
3705	0.137080
3706	0.210708
3707	0.086211
3708	0.109236
3709	0.109236
3710	0.082462
3711	0.198392
3712	0.093118
3714	0.125300
3715	0.125300
3801	0.226638
3802	0.137482
3803	0.093279
3804	0.145514
3805	0.137482
3806	0.211109
3807	0.086478
3808	0.109504

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
3809	0.109504
3810	0.082730
3811	0.199195
3812	0.093279
3814	0.125568
3815	0.125568
3901	0.227040
3902	0.137884
3903	0.093439
3904	0.145916
3905	0.137884
3906	0.211511
3907	0.086746
3908	0.109771
3909	0.109771
3910	0.082998
3911	0.199998
3912	0.093439
3914	0.125836
3915	0.125836
4001	0.227441
4002	0.138285
4003	0.093600
4004	0.146317

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
4005	0.138285
4006	0.211913
4007	0.087014
4008	0.110039
4009	0.110039
4010	0.083265
4011	0.200802
4012	0.093600
4014	0.126103
4015	0.126103
4101	0.227843
4102	0.138687
4103	0.093761
4104	0.146719
4105	0.138687
4106	0.212314
4107	0.087281
4108	0.110307
4109	0.110307
4110	0.083533
4111	0.201605
4112	0.093761
4114	0.126371
4115	0.126371

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
4201	0.228245
4202	0.139088
4203	0.093921
4204	0.147121
4205	0.139088
4206	0.213118
4207	0.087549
4208	0.110575
4209	0.110575
4210	0.083801
4211	0.202408
4212	0.093921
4214	0.126639
4215	0.126639
4301	0.228646
4302	0.139490
4303	0.094082
4304	0.147522
4305	0.139490
4306-4406	0.428645
4307	0.087951
4308	0.111110
4309	0.111110
4310	0.084203

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
4311	0.203211
4312	0.094082
4314	0.126906
4315	0.126906
4401	0.229048
4402	0.139892
4403	0.094243
4404	0.147924
4405	0.139892
4407	0.088352
4408	0.111645
4409	0.111645
4410	0.084604
4411	0.204014
4412	0.094243
4414	0.127174
4415	0.127174
4501	0.229449
4502	0.140293
4503	0.094403
4504	0.148325
4505	0.140293
4506	0.215527
4507	0.088754

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
4508	0.112181
4509	0.112181
4510	0.085006
4511	0.204818
4512	0.094403
4514	0.127442
4515	0.127442
4601	0.229851
4602	0.140695
4603	0.094564
4604	0.148727
4605	0.140695
4606	0.216330
4607	0.089156
4608	0.112716
4609	0.112716
4610	0.085407
4611	0.205621
4612	0.094564
4614	0.127710
4615	0.127710
4701	0.230253
4702	0.141096
4703	0.094725



<u>Unit #</u>	<u>Percentage Ownership Interest</u>
4704	0.149129
4705	0.141096
4706	0.217134
4707	0.089557
4708	0.113252
4709	0.113252
4710	0.085809
4711	0.206424
4712	0.094725
4714	0.127977
4715	0.127977
4801	0.230654
4802	0.141498
4803	0.094885
4804	0.149530
4805	0.141498
4806	0.217937
4807	0.089959
4808	0.113787
4809	0.113787
4810	0.086211
4811	0.207227
4812	0.094885
4814	0.128245
4815	0.128245

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
4901	0.231056
4902	0.141900
4903	0.095046
4904	0.149932
4905	0.141900
4906	0.218740
4907	0.090360
4908	0.114323
4909	0.114323
4910	0.086612
4911	0.208031
4912	0.095046
4914	0.128513
4915	0.128513
5001	0.231457
5002	0.142301
5003	0.095206
5004	0.150333
5005-5006	0.361844
5007	0.090762
5008	0.114858
5009	0.114858
5010	0.087014
5011	0.208834

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
5012	0.095206
5014	0.128781
5015	0.128781
5101	0.231859
5102	0.142703
5103	0.095367
5104	0.150735
5105	0.142703
5106	0.220346
5107	0.091164
5108	0.115394
5109	0.115394
5110	0.087415
5111	0.209637
5112	0.095367
5114	0.129048
5115	0.129048
5201	0.232261
5202	0.143104
5203	0.095528
5204	0.151137
5205	0.143104
5206	0.221150
5207	0.091565

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
5208	0.115929
5209	0.115929
5210	0.087817
5211	0.210440
5212	0.095528
5214	0.129316
5215	0.129316
5301	0.232662
5302	0.143506
5303	0.095688
5304	0.151538
5305	0.143506
5306	0.221953
5307	0.091967
5308	0.116465
5309	0.116465
5310	0.088219
5311	0.211243
5312	0.095688
5314	0.129584
5315	0.129584
5401	0.233064
5402	0.143908
5403	0.095849
5404	0.151940

<u>Unit #</u>	<u>Percentage Ownership Interest</u>
5405	0.143908
5406	0.222756
5407	0.092368
5408	0.117000
5409	0.117000
5410	0.088620
5411	0.212047
5412	0.095849
5414	0.129852
5415	0.129852
5501	0.239222
5502	0.148325
5503	0.098687
5504	0.156357
5505	0.148325
5506	0.228914
5507	0.095447
5508	0.121552
5509	0.121552
5510	0.091699
5511	0.218204
5512	0.098687
5514	0.134135
5515	<u>0.134135</u>
	<b>100.00 %</b>

**EXHIBIT C**  
**BY-LAWS**  
**OF**  
**PARK TOWER CONDOMINIUM ASSOCIATION**

**ARTICLE I**

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Act, as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

**ARTICLE II**

**Members**

**SECTION 1. CLASSES OF MEMBERS, MEMBERSHIP, AND TERMINATION THEREOF.** The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association, during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

**SECTION 2. VOTES AND VOTING RIGHTS.**

(a) Until the date of the first annual meeting of the members, as provided in Article III, Section 1 hereof, no member of the Association shall have any voting rights and the right of the members to vote on any matter is hereby denied until such date.

(b) Commencing with the date of the said first annual meeting of the members, the total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his percentage ownership interest in the Common Elements (as defined in the Declaration) at the time any matter is submitted to a vote of the members.

(c) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. Where there is more than one Unit Owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

(d) Voting shall be on a percentage basis. Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these By-Laws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration, provided, however, that when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration 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.

SECTION 3. TRANSFER OF MEMBERSHIP. Membership in this Association is not transferable or assignable, except as provided in Article II, Section 1 hereof.

### ARTICLE III

#### Meetings of Members

SECTION 1. ANNUAL MEETING. The Unit Owners shall hold an annual meeting, one of the purposes of which shall be to elect members of the Board. The first annual meeting of the members shall be held on such date as is fixed by the Developer, which date shall in no event be later than the earlier of a) three years from the date the Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, b) sixty (60) days from the date when 75% of the Units have been conveyed by the Trustee, or c) such earlier time as selected by the Developer. Thereafter, an annual

meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on such date as is selected by the Board which date is within thirty (30) days before or after the anniversary of the first annual meeting of the members. If the election of members of the Board shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

**SECTION 2. SPECIAL MEETINGS.** Special meetings of the members may be called by the Board, the President, or not less than 20% of the members. All matters to be considered at special meetings of the members called by not less than 20% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

**SECTION 3. PLACE AND TIME OF MEETING.** All meetings of the members shall take place at 8:00 P.M., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board.

**SECTION 4. NOTICE OF MEETINGS.** Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting, except that notice may be sent, to the extent the condominium instruments or Rules adopted thereunder expressly so provide, by electronic transmission consented to by the Unit Owner to whom the notice is given, provided that a Board member or Officer or his agent certifies in writing to the delivery by electronic means. The notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid, or when issued by acceptable technological means as may be permitted by law.

**SECTION 5. QUORUM.** The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage, provided that in voting on amendments to the Association's bylaws, a Unit Owner who is in arrears on the Unit Owner's regular or separate assessments for sixty (60) days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's bylaws.

**SECTION 6. PROXIES.** (a) Except as provided in subsection (b) in connection with Board elections, a Unit Owner may vote by proxy executed in writing by the Unit



Owner or by his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, the proxy is invalid after 11 months from the date of its execution; to the extent the condominium instruments or rules adopted thereunder expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Unit Owner or the Unit Owner's proxy;

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

(c) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means as defined in Section 2 of the Act; instructions regarding the use of electronic means for voting shall be distributed to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election meeting, and the Board shall give Unit Owners not less than twenty one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; the deadline shall be no more than seven (7) days before the instructions for voting using electronic or acceptable technological means is distributed to Unit Owners; every instruction noticed must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through

electronic or acceptable technological means the opportunity cast votes for candidates whose names do not appear on the ballot; a Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby avoiding any vote previously submitted by that Unit Owner;

(d) If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within thirty (30) days after the Board's approval of a rule adopted pursuant to subsection (b) or subsection (c), the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

(e) Votes cast by ballot under subsection (b) or electronic or acceptable technological means under subsection (c) are valid for the purpose of establishing a quorum.

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

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

**SECTION 7. MANNER OF ACTING.** Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matters shall require the affirmative vote of 66-2/3% or more of all the members at a meeting duly called for that purpose:

- a) Merger or consolidation of the Association;
- b) Sale, lease, exchange or other disposition (except the mortgage or pledge) of all, or substantially all, of the property and assets of the Association; or
- c) The purchase and sale of land or Units on behalf of the Unit Owners.

## ARTICLE IV

### Board

SECTION 1. IN GENERAL. The affairs of the Association shall be managed by its Board of Managers, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration. Board members may participate in and act at any meeting of the Board of Managers in person, by telephonic means, or by use of any acceptable technological means whereby all persons participating in the meeting can communicate with each other; that participation constitutes attendance and presence in person at the meeting.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. Until the date of the first annual meeting of the members as hereinabove provided, the number of members of the Board shall be three, who shall be the directors named in the Articles of Incorporation of the Association, if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Developer. Commencing with the date of the first annual meeting of the members, the number of the members of the Board shall be expanded to five, each elected for a term of one year and until his successor shall have been elected and qualified, solely by, from and among, the members. The Board elected at such first annual meeting shall be the initial Board of Managers as provided in the Act. Each member of the Board shall hold office without compensation. Only a member of the Association may be a member of the Board. In the event that a member of the Association is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. A member of the Board may succeed himself in office. At the annual meeting of the members for the calendar year 1983, the three candidates receiving the highest number of votes shall be elected to serve as members of the Board for a term of two years and until their successors shall have been elected and qualified and the two candidates receiving the next highest number of votes shall be elected to serve as members of the Board for a term of one year and until their successors shall have been elected and qualified. Upon expiration of the terms of the directors so elected at the 1983 annual meeting, and at each annual meeting thereafter, directors shall be elected to serve for a term of two years. No member of the Board or officer shall be elected for a term of more than two years, but officers and Board members may succeed themselves. If there are multiple Unit Owners of a single Unit, only one of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one time. In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an installment contract to purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any

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

**SECTION 3. ELECTION.** At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The Board may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate.

**SECTION 4. REGULAR MEETINGS.** A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall, by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

**SECTION 5. SPECIAL MEETINGS.** Special meetings of the Board can be called by the President or twenty-five percent (25%) of the members of the Board. The person or persons authorized to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them. Every meeting of the Board of Managers shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (i) 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 of Managers finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) discuss violations of rules and regulations of the Association, (v) discuss a Unit Owner's unpaid share of common expenses or (vi) consult with the Association's legal counsel. Any vote on these matters shall take place at a meeting of the Board of Managers or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings of the Board of Managers or portions thereof required to be open by tape, film,

or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

**SECTION 6. NOTICE.** (a) Notice of every meeting of the Board of Managers shall be given to every Board member at least forty-eight (48) hours prior thereto, unless the Board member waives notice of the meeting pursuant to subsection (a) of Section 18.8 of the Act. In addition, notice of every meeting 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 except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted.

(b) Notice of every meeting of the Board of Managers shall also be given at least forty-eight (48) hours prior to the meeting, or such longer notice as the Condominium Property Act may separately require, to: (i) each unit owner who has provided the Association with written authorization to conduct business by acceptable technological means, and (ii) to the extent that the condominium instruments of the Association require, to each other Unit Owner, as required by subsection (f) of Section 18.8 of the Act, by mail or delivery, and that no other notice of a meeting of the Board of Managers need be given to any Unit Owner. All such notices shall be deemed to be delivered when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon prepaid. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served on members of the Board.

**SECTION 7. QUORUM.** A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a majority of the members of the Board are present at said meeting, a majority of the members of the Board present may adjourn the meeting from time to time without further notice.

**SECTION 8. MANNER OF ACTING.** The act of a majority of the members of the Board present at a meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

**SECTION 9. VACANCIES.** The remaining members of the Board may fill a vacancy on the Board by a two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the

Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If, as a result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members may be called to fill all vacancies for the unexpired terms of the members of the Board.

SECTION 10. REMOVAL. From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 66-2/3% of all the members of the Association at a special meeting called for such purpose.

SECTION 11. ADOPTION OF RULES AND REGULATIONS. All rules and regulations, or amendments thereto, adopted by the Board shall be effective sixty (60) days after their adoption, provided that the members may veto the rule or regulation at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, but a vote of 75% of all the members of the Association. The Association shall adopt no rule or regulation which unreasonably interferes with the lawful business activities of the owners or tenants of the Commercial Units.

SECTION 12. RATIFICATION. The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as that term is defined in the Condominium Property Act, and that the Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within seven (7) business days after the emergency event, and (ii) the general description of the actions taken to address the event within seven (7) days after the emergency event.

## ARTICLE V

### Officers

SECTION 1. OFFICERS. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board), a Treasurer and a Secretary, all of whom shall be elected from among the Board.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from among the members of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be

possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

**SECTION 3. REMOVAL.** Any officer elected by the Board may be removed by a majority vote of the members of the Board.

**SECTION 4. VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

**SECTION 5. PRESIDENT.** The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board and of the Unit Owners. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed and any amendment to the Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

**SECTION 6. VICE-PRESIDENT.** In the absence of the President or in the event of his inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents, in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board.

**SECTION 7. TREASURER.** The Treasurer who shall keep the financial records and books of account, and who shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

**SECTION 8. SECRETARY.** The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; receive all notices on behalf of the Association and,

together with the President, execute on behalf of the Association amendments to Condominium Instruments and other documents as required or permitted by the Declaration, these By-Laws or the Act; be custodian of the records and, if incorporated, of the seal of the Association and, if the Association is incorporated, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

## ARTICLE VI

### Powers and Duties of the Association and Board

SECTION 1. GENERAL DUTIES, POWERS, ETC. OF THE BOARD. The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Condominium Instruments, including but not limited to the following:

(a) Providing for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (a) shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the association delivered to the Board within twenty one (21) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified.

(b) Preparation, adoption and distribution of the annual budget for the Property.

(c) Levying and expending 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) Adopting and amending rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium Unit.
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (j) Having 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 another Unit or Units.
- (k) Paying real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium.
- (l) Imposing charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association.

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

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

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

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

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

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

(s) Adopt and amending rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the Condominium Property Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each Unit Owner to designate any electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of members or Unit Owners which the Association

is required to provide upon request pursuant to any provision of the Condominium Property Act or any condominium instrument.

(t) In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners.

## SECTION 2. SPECIFIC POWERS AND DUTIES.

(a) Anything herein contained to the contrary notwithstanding, the Association shall have the power:

(i) to engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice;

(ii) to engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel;

(iii) to establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by, the Association.

(b) The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(i) water, waste removal, heating, electricity, telephone and other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof;

(ii) such insurance as the Association is required or permitted to obtain as provided in the Declaration;

(iii) landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain and

repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements;

(iv) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the Property as a first-class Building or for the enforcement of any restrictions or provisions contained herein;

(v) any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association 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 Association by reason of said lien or liens shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses; (vi) maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(c) All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital improvements on, the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without the prior approval of 66-2/3 percent of the Unit Owners.

(d)(i) Each year on or before January 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including: the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the 12 month period commencing March 1 of each year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment. Each Unit Owner shall receive, at least twenty-five (25) 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. Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act 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. Said Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before March 1st of such year, and the 1st day of each and every month of said 12 month period commencing March 1st. On or before the 1st day of July of each year commencing 1980, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the 12 months ending the last day of February 28 of each year actually incurred and paid together with an indication of which portions were for Reserves, capital expenditures or repairs, or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. 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's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting. The Association may build up and maintain a reasonable Reserve for operations, contingencies and replacement. In addition, the Developer shall collect from each grantee of the Trustee (except where the Association is the grantee as provided in Paragraph 14 thereof). Upon conveyance of the Unit, an amount equal to 1/6 of the Annual Budget prepared by the Developer. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency

upon such conditions as the Association deems appropriate. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Association may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Association may determine. The Board shall serve notice of such further assessment on all Unit Owners (in the manner provided in the By-Laws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Association.

(ii) Except as provided in subsection (iv) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty one (21) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

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

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

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

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

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

(viii) The Association may establish user charges with respect to use of the parking garage, swimming pool, party room and other amenities. Such charges shall be billed to the Unit Owner who, or whose guest, makes use of such facilities. All such user charges, if not paid when due, shall become a lien on the Unit of the respective Unit Owner and may be perfected and foreclosed in the manner provided in Section 9 of the Act. Nothing herein contained shall require the establishment of user charges with respect to all or any one or more of such amenities.

(ix) The Association may allow people other than Unit Owners to use the recreational facilities on such terms and at such fees as the Association determines; provided, however, that Designees of Park Tower Realty, Inc., or its successors and assigns, shall be allowed to use the recreational facilities (defined to include the swimming and wading pools, exercise room, locker rooms, saunas, and racket ball courts) on the same basis and at the same user fees, if any, which are charged by the Association to Unit Owners for the use of the recreational facilities, provided that each Designee shall be from among the following class of people: Owners of condominium Units of any condominium the Developer of which (as defined in the Declaration of Condominium) is a corporation or partnership of which Robert Sheridan, Dorothy Sheridan, Park Tower Realty, Inc., an Illinois corporation, or Edgemont Corporation, an Illinois corporation is a shareholder or partner, provided said condominium is located on either side of North Sheridan Road and South of the South line of Bryn Mawr Avenue, extended Easterly, and North of the North line of Balmoral Avenue, extended Easterly, in Chicago, Illinois, and provided further that the number of Designees shall not exceed 150. A Designee shall be deemed to be a Unit Owner when considering use of the recreational facilities and shall therefore be allowed to have such types of memberships and such number of guests as might be allowed to a Unit Owner.

(x) Anything herein or in the Declaration to the contrary notwithstanding, any increase in insurance premiums for insurance the Association is required or permitted to obtain, which increase is due to commercial activities of owners of the Commercial Units, may be allocated and charged by the Association to the owners of Commercial Units on such reasonable basis as the Association shall determine. If such charges are not paid when due they shall constitute a lien on the interest of the owner of such

Commercial Unit, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(e) All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special 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 their relative percentages of ownership interest in the Common Elements.

(f) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of 8% of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; 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. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

(g) Upon ten (10) days' notice to the Association, and the payment of a reasonable fee fixed by the Association, 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.

(h) Any mortgage or trust deed made, owned or held by a First Mortgagee and recorded prior to the recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or



trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid, except for a proportionate share of any special assessment levied against all Units to collect an amount equal to unpaid common and special assessments levied against the Unit prior to the time the First Mortgagee takes possession thereof.

(i) The Association may, pursuant to the provisions of Section 11 , Article IV of these By-Laws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of this Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.

(j) The Association may number and assign to any Unit Owner the exclusive privilege to use for storage purposes any portion of the Property designated for such purposes; provided, however, that the Association shall have the right of access to all such storage spaces which contain pipes, or other portions of the Common Elements, which the Association has the duty or right to maintain, repair or replace. Any such designation by the Association shall not thereafter be changed except upon the affirmative vote of a majority of the Unit Owners. All property stored in any storage area shall be at the sole risk of the respective Unit Owner who has the privilege to use the same and neither the Association nor any other Unit Owner shall be considered a bailee or otherwise responsible therefor.

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

(l) Intentionally Left Blank

(m) The Association shall, at the request of any First Mortgagee, give such First Mortgagee notice of any default by the Unit Owner whose Unit is encumbered by the mortgage or trust deed owned or held by such First Mortgagee in the performance of such Unit Owner's duties hereunder, which are not cured within sixty (60) days after notice from the Association.

(n) The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association or at its direction.

(o) In the event the Federal Home Loan Mortgage Corporation is a First Mortgagee or assignee of a First Mortgagee, the Association shall give the Federal Home Loan Mortgage Corporation c/o the servicer of such mortgage notice in writing of 1) any loss to, or taking of, the Common Elements, if the amount of such taking or loss exceeds \$10,000.00, and 2) any loss to, or taking of, a Unit as to which the Federal Home Loan Mortgage Corporation is a First Mortgagee or assignee of a First Mortgagee, if the amount of loss or taking exceeds \$1,000.00.

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

(q) The Association shall use generally accepted accounting principles in fulfilling any accounting obligation under the Condominium Property Act.

## ARTICLE VII

### Contracts, Checks, Deposits and Funds

SECTION 1. CONTRACTS. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Association. In the absence of such determination by the Association, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

SECTION 3. DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

SECTION 4. GIFTS. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

## ARTICLE VIII

### Books and Records

#### SECTION 1. BOOKS AND RECORDS.

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

(1) the Association's Declaration, By-Laws, and plats of survey, and all amendments of these;

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

(3) if the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;

(4) minutes of all meetings of the Association and its Board of Managers for the immediately preceding 7 years;

(5) all current policies of insurance of the Association;

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

(7) a current listing of the names, addresses, email addresses, telephone numbers, and weighted vote of all members entitled to vote;

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

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

(b) Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subsections (1), (2), (3), (4), (5), (6) and (9) of subsection (a) of this Section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to be examined. Failure of the Association's Board

of Managers to make available all records so requested within ten (10) business days of receipt of the member's written request shall be deemed a denial.

(c) Except as otherwise provided in subsection (e) of this Section, any member of an Association shall have the right to inspect, examine, and make copies of the records described in subsections (7) and (8) of subsection (a) of this Section, in person or by agent, at any reasonable time or times but only for purpose that relates to the Association, 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 Managers or its authorized agent, stating with particularity the records sought to be examined. As a condition for exercising this right, the Board of Managers or authorized agent of the Association may require the member to certify in writing that the information contained in the records obtained by the member will not be used by the member for any commercial purpose or for any purpose that does not relate to the Association. The Board of managers of the Association may impose a fine in accordance with section 18.4(l) of the Act upon any person who makes a false certification. Subject to the provisions of subsection (e) of this Section, failure of the Association's Board of Managers to make available all records so requested within ten (10) business days of receipt of the member's written request shall be deemed a denial; provided, however, if the Board of Managers of the Association has adopted a secret ballot election process as provided in the Act, it shall not be deemed to have denied a member's request for records described in subdivision (8) of subsection (a) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting member within ten (10) business days of receipt of the member's written request.

In an action to compel examination of records described in subdivisions (6), (7), (8), and (9) of subsection (a) of this Section, the burden of proof is upon the member to establish that the member's request is based on a proper purpose.

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

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

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

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

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

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

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

As used herein, "commercial purpose" means the use of any part of a record or records described in subdivisions (7) or (8) of subsection (a) of this section, or information derived from such records, in any form for sale, resale, or solicitation or advertisement for sales or services.

#### ARTICLE IX

##### Fiscal Year

The fiscal year of the Association shall begin on the first day of March and end on the last day of February.

#### ARTICLE X

##### Seal

If the Association is incorporated, the Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois".

#### ARTICLE XI

##### Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or By-Laws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XII

## Amendments to By-Laws

Until the date of the first annual meeting of the members, these By-Laws may be altered, amended or repealed, and new By-Laws may be adopted, by the affirmative vote of a majority of the directors in office. From and after the date of the first annual meeting of the members, these By-Laws, except paragraphs (d) and (h) of Section 2 of Article VI, Article XIV and this Article XII may be altered, amended or repealed and new By-Laws may be adopted by the affirmative vote of 66-2/3 per cent of all of the members at a regular meeting or at any special meeting called for such purpose. Article XIV and this Article XII may not be amended. Paragraphs (d) and (h) of Section 2 of Article VI may be amended as set forth in the first sentence of paragraph 19 of the Declaration.

### ARTICLE XIII

#### Indemnification

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorney's' fees) actually and reasonably incurred by him in connection with the defense or statement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for

negligence or misconduct in the performance of his duty to the Association. To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or the officer of the Association to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

The sums necessary to discharge the obligations of the Association under this Article shall be common expenses. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

#### ARTICLE XIV

##### Construction

(a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

(c) In the event the Association is incorporated, the words, "Board of Directors" and "Director" shall be substituted for the words "Board" and "member of the Board," respectively, wherever they appear herein.



**EXHIBIT D**  
**PLAT OF SURVEY**

Exhibit "D" is the Plat of Survey of the Parcel and of all Units in the Property submitted to the provisions of the Illinois Condominium Property Act, and is attached only to the original Declaration recorded with the Recorder of Deeds of Cook County, Illinois.

**BOARD MEMBER SIGNATURE PAGE**

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Managers of the Park Tower Condominium Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to the amendment to the Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amendment at a duly called meeting of the Board of Managers of Park Tower Condominium Association held on February 12, 2018.

Michael Paris President

M. Anderson, Secretary

Jean Thomas Treasurer

C. Foster, Director

Monique M. Fouant, Director

BOARD OF MANAGERS OF  
PARK TOWER  
CONDOMINIUM ASSOCIATION

ATTEST:

M. Anderson  
Secretary

**PRESIDENT'S SIGNATURE PAGE**

I Michael Parrie, am the President of the Board of Managers of Park Tower Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.


EXECUTED this 9<sup>th</sup> day of April, 2018.

BY: Michael Parrie  
President

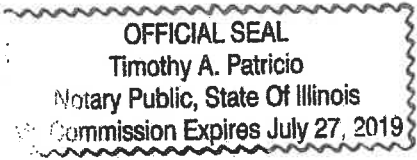
**AFFIDAVIT OF SECRETARY**

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK         )

I, Kenneth Anderson, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Park Tower Condominium Association and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed and convened and held for that purpose on April 9<sup>th</sup>, 2018 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect. I further state the unit owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment to the Declaration.

  
Secretary of the Park Tower  
Condominium Association

SUBSCRIBED AND SWORN to  
before me this 9<sup>th</sup> day  
of April, 2018



  
Notary Public

**EXHIBIT 1**  
**LEGAL DESCRIPTION**

Units 301 to 312, 314 and 315, 401 to 412, 414 and 415, 501 to 512, 514 and 515, 601 to 612, 614 and 615, 701 to 712, 714 and 715, 801 to 812, 814 and 815, 901 to 912, 914 and 915, 1001 to 1012, 1014 and 1015, 1101 to 1112, 1114 and 1115, 1201 to 1212, 1214 and 1215, 1401 to 1412, 1414 and 1415, 1501 to 1512, 1514 and 1515, 1601 to 1612, 1614 and 1615, 1701 to 1712, 1714 and 1715, 1801 to 1812, 1814 and 1815, 1901 to 1912, 1914 and 1915, 2101 to 2112, 2114 and 2115, 2201 to 2212, 2214 and 2215, 2301 to 2312, 2314 and 2315, 2401 to 2412, 2414 and 2415, 2501 to 2512, 2514 and 2515, 2601 to 2612, 2614 and 2615, 2701 to 2712, 2714 and 2715, 2801 to 2812, 2814 and 2815, 2901 to 2812, 2914 and 2815, 3001 to 3012, 3014 and 3015, 3101 to 3112, 3114 and 3115, 3201 to 3212, 3214 and 3215, 3301 to 3312, 3314 and 3315, 3401 to 3412, 3414 and 3415, 3501 to 3512, 3514 and 3515, 3601 to 3612, 3614 and 3615, 3701 to 3712, 3714 and 3715, 3801 to 3812, 3814 and 3815, 3901 to 3912, 3914 and 3915, 4001 to 4012, 4014 and 4015, 4101 to 4112, 4114 and 4115, 4201 to 4212, 4214 and 4215, 4301 to 4312, 4314 and 4315, 4401 to 4412, 4414 and 4415, 4501 to 4512, 4514 and 4515, 4601 to 4612, 4614 and 4615, 4701 to 4712, 4714 and 4715, 4801 to 4812, 4814 and 4815, 4901 to 4912, 4914 and 4915, 5001 to 5012, 5014 and 5015, 5101 to 5112, 5114 and 5115, 5201 to 5212, 5214 and 5215, 5301 to 5312, 5314 and 5315, 5401 to 5412, 5414 and 5415, 5501 to 5512, 5514 and 5515, and 1-C to 16-C and 20-C, as delineated on Plat of Survey of the following described parcel of real estate:

That part of the East fractional half of the Northeast  $\frac{1}{4}$  of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the West boundary line of Lincoln Park, as established by decree entered July 6, 1908 in Case 285574 Circuit Court as shown on Plat recorded July 9, 1908 as Document Number 4229498 and South of a line that is drawn at right angles to the East line of Sheridan Road, through a point in said east line that is 1,090 feet South of the North line of said East fractional half of the Northeast  $\frac{1}{4}$  and North of the following described line: Beginning at a point in said East line of Sheridan Road, that is 1,406.50 feet South of the said North line of the East fractional half of the Northeast  $\frac{1}{4}$ ; thence East at right angles to the said East line 208.08 feet; thence North at right angles to the last course, 60 feet; thence East at right angles to the last course, 88.01 feet to the said West boundary of Lincoln Park (except the West 47 feet of said East fractional half of the Northeast  $\frac{1}{4}$  condemned as part of Sheridan Road) all of the above situated in Cook County, Illinois which Plat of Survey is attached as Exhibit D to Declaration of Condominium made by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated August 17, 1971 and known as Trust Number 27802 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 24874698.

Commonly Known As:                   5415 N. Sheridan Road  
Chicago, Illinois 60640

Permanent Index Number:           14-08-203-017-1001  
through and including:               14-08-203-017-1744