

SECOND AMENDED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE TOWN HOUSE CONDOMINIUM

718 – 720 SOUTH SEVENTH STREET
SPRINGFIELD, IL 62703

This Second Amended Declaration of Condominium Ownership for The Town House Condominium is made as of _____ pursuant to the provisions of the Illinois Condominium Property Act, 765 ILCS 605/1 *et seq.*

RECITALS

WHEREAS, The Town House Condominium Association, an Illinois not for profit corporation, (the "Association") is the duly organized unit owners' association for The Town House Condominium and possess those powers and duties vested in a unit owners' association by law or by the condominium instruments; and

WHEREAS, The Town House Condominium was originally submitted to the Illinois Condominium Property Act, or its predecessor statute or statutes, in 1978 with the recording of the original Declaration with the Sangamon County Recorder of Deeds; and

WHEREAS, the Association adopted and recorded with the Sangamon County Recorder of Deeds a First Amended Declaration in 2000; and

WHEREAS, the Association desires to amend the original Declaration and the First Amended Declaration as provided in this Second Amended Declaration, and submits the Property, as herein described, to condominium ownership under the provisions of the Illinois Condominium Property Act, as amended from time to time, and to this Second Amended Declaration; and

WHEREAS, the Association desires to establish for its own benefit and for the mutual benefit of all current and future owners or occupants of the property, as herein described, or any

part thereof, certain rights, and privileges in, over, and upon the Property, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct, and maintenance thereof, as hereinbelow set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property, and which are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property, the Association intends that all current and future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property shall hold such interest subject thereto:

NOW, THEREFORE, the Association declares as follows:

1. **Property.** The real property submitted to the provisions of the Illinois Condominium Property Act, as amended from time to time, located at 718-720 South Seventh Street, Springfield, Sangamon County, Illinois is legally described as:

The South Two and One-Half (2.50) feet of Lot Three (3), and all Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), IN Block Fourteen (14) in E. Iles' Second Addition to the City of Springfield, Sangamon County, State of Illinois;

2. **Name.** The name by which the Condominium shall be known is the Town House Condominium.

3. **Description Of Units.** All units are delineated and described on the Plat, attached hereto as Exhibit A, and list of units is provided in Exhibit B. Both Exhibit A and Exhibit B are made a part of this Second Amended Declaration. The legal description of each unit shall consist of the identifying number or symbol of the Unit as shown on the Plat.

4. **Definitions.** Terms not otherwise defined in this Second Amended Declaration shall have the meanings specified or used in the Illinois Condominium Property Act, as amended from time to time. The following terms used in this Second Amended Declaration shall be defined as follows, unless the context required otherwise:

(a) "Act" means the Illinois Condominium Property Act, as amended from time to time. In the event that this Second Amended Declaration conflicts with the Act, the provisions of the Act control.

(b) "Association" means The Town House Condominium Association, an Illinois not for profit corporation.

(c) "Board" means the Board of Managers of The Town House Condominium Association, and since the Association is incorporated, "Board" shall also mean the Board of Directors of the incorporated Association used herein. The "Board of Managers" and the "Board of Directors" may be used interchangeably and shall comprise the same persons.

(d) "Building" means all structures and structural improvements located on the Property.

(e) "Bylaws" means the Bylaws of The Town House Condominium Association, approved _____, as amended from time to time, attached hereto as Exhibit C. In the event that the Bylaws conflict with this Second Amended Declaration, the provisions of this Second Amended Declaration control.

(f) "Common Elements" means all portions of the Property, except the units, and shall include but not be limited to, the land, foundations, walls, hallways, stairways, entrances, exits, parking garage, lobby, laundry room, lounges, pool, party room, garden, parking lot, driveways, receiving room, mechanical equipment areas, storage areas, office of the building manager, elevators, boilers, boiler room, roof, master television antenna system (whether leased or owned), trash chute, pipes, ducts, air conditioner sleeves, electrical wiring and conduits (except pipes, ducts, electrical wiring, and conduits situated entirely within a Unit and serving only such Unit), central heating systems, central cooling

systems, public utility lines, structural parts of the Building, outside walks and driveways and landscaping. Structural columns located within the boundaries of a Unit, as shown on the Plat shall be part of the Common Elements. Any references to Common Elements in this Second Amended Declaration (except such references specifically excluding Limited Common Elements) shall include the Limited Common Elements.

(g) "Common Expenses" means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board. Such Common Expenses shall consist of the expenses of the administration and operation of the Common Elements and any other expenses incurred in conformance with the Act, this Second Amended Declaration, the Bylaws, including, but not limited to, the maintenance and repair thereof and any and all replacements and additions to the Common Elements.

(h) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Second Amended Declaration, Bylaws, and Plat and all other documents or instruments establishing ownership of or exerting control over the Property.

(i) "Limited Common Elements" means Common Elements designated in the Condominium Instruments or by the Board as being that portion reserved for the use of a certain unit or units to exclusion of other units, including but not limited to, balconies, pipes, ducts, flues, electrical wiring, and conduits, or other systems or component parts thereof that serve a unit exclusively, located entirely within a Unit or adjoining Units, and serving only such Unit or Units, roof deck, patios, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways, and all associated fixtures

and structures therein as lie outside the Unit boundaries, but which serve exclusively a designated Unit or Units.

(j) "Majority" or "Majority of Unit Owners" means the owners of more than fifty (50%) percent of the undivided ownership of the Common Elements. Any specified percentage of Unit Owners means that percentage of Unit Owners who in the aggregate owns such specified percentage of the entire undivided ownership of the Common Elements.

(k) "Occupant" means a person or person lawfully in possession of a Unit, regardless of whether any such person is a Unit Owner.

(l) "Parcel" means the parcel or tract of real estate, comprised of the lots described hereinabove, submitted to the provisions of the Act.

(m) "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

(n) "Plat" means a plat of survey of the parcel and of all Units in the Property submitted to the provisions of the Act, such Plat being attached hereto as Exhibit A and made a part hereof and recorded simultaneously with the recording of the original declaration.

(o) "Property" means all the land, property, and space comprising the Parcel, and all improvements and structures erected, constructed, or contained therein or thereon, including the Building and all easements, rights, and appurtenances belonging thereto, and all furniture, furnishings, fixtures, and equipment intended for the mutual use, benefit, or enjoyment of the United Owners, submitted to the provisions of the Act.

(p) "Record" or "Recording" means to record or the act of recording in the Office of the Recorder of Deeds of Sangamon County, Illinois.

(q) "Reserves" means those sums of money paid by the Unit Owners that are separately maintained by the Board for purposes specified by the Board in the Condominium Instruments.

(r) "Unit" means a part of the property designed and intended for any type of independent use and designated on the Plat as a Unit. Each Unit shall include one or more rooms occupying one or more floors of the Building or a part or parts thereof, as set forth on the Plat and as listed on Exhibit B, attached hereto and made a part hereof, and shall have lawful access to a public way. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat as well as any appliances, air conditioning units, and plumbing and electrical fixtures enclosed and bounded thereby; provided, however, that no structural component of the Building, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within such Unit and forming part of any system serving one or more other units or the Common Elements shall be deemed to be a part of such Unit.

(s) "Unit Owner" means the person or persons whose estates or interest, individual or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto.

(t) Exhibits to this Second Amended Declaration which are specifically incorporated by reference are:

Exhibit A: Plat

Exhibit B: List of Units

Exhibit C: Bylaws

Exhibit D: Articles of Incorporation for the Town House Condominium Association

5. **Submission Of Property to Act.** The Board expressly submits, and by recording this Second Amended Declaration does hereby submits the Parcel and the Property to the provisions of the Illinois Condominium Property Act, as amended from time to time.

6. **Plat.** The Plat sets forth the measurements, elevations, locations, and other data, as required by the Act, with respect to: (a) the Parcel and its exterior boundaries; (b) the Building and each floor thereof; and (c) each Unit of the Building and its horizontal and vertical dimensions.

7. **Units.** The legal description of each Unit shall consist of the identifying number or symbol of such Unit as show on the Plat. Every deed, lease, mortgage, or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree, or otherwise, subdivide or in any other manner cause his or her Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

8. **Administration and Operation of the Property.** The Property shall be administered and operated pursuant to the following provisions:

(a) **Association and Operation of the Property.** There has been formed, pursuant to Articles of Incorporation attached hereto as Exhibit D and made a part hereof, an Illinois not-for-profit corporation having the name "The Town House Condominium Association," which Association shall be the governing body for all of the Unit Owners, with respect to the maintenance, repair, replacement, administration, and operation of the Property, as provided in the Act, this Second Amended Declaration, and the Bylaws. The

Bylaws for the Association are attached hereto as Exhibit C and made a part hereof. The Board of Directors of the Association shall constitute the Board of Managers provided for in the Act and shall be elected and shall serve in accordance with the provision of the Bylaws. The Board shall have all the powers and duties prescribed by this Second Amended Declaration and the Bylaws and all those prescribed in the Act, as now or hereafter amended, notwithstanding that those powers and duties may not be specifically addressed herein. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Unit Owners in accordance with the provisions of this Second Amended Declaration and the Bylaws. Each Unit Owner shall be a member of the Association as long as he or she is a Unit Owner. A Unit Owner's membership shall automatically terminate when he or she ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. Upon the conveyance or transfer of a portion of a Unit Owner's ownership interest, he or she and the new Unit Owner shall be members of the Association in accordance with the new percentages of ownership interest as provided hereinbelow. The votes allocated to that Unit may be cast only in accordance with the agreement of a majority interest of the multiple owners. The aggregate number of votes for all members of the Association shall be one hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements, as set forth in Exhibit A hereto.

(b) Installment Contract Purchaser. The purchaser of a Unit from a Unit Owner pursuant to an installment contract for purchase, shall, during such time as the purchaser 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 and 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 Unit Owner expressly retains in writing any or all such rights. In no event may the Unit Owner 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 the installment contract shall be made available to the Association. For purposes of this Second Amended Declaration, "installment contract for purchase" shall mean any contract or agreement, including contracts for deeds, bonds for deeds, or any other sale or legal device, whereby a contract seller agrees to sell and a buyer agrees to buy a dwelling structure, wherein the consideration for such sale is payable in installments for a period of at least one year after buyer takes possession of the dwelling structure and the contract seller continues to have interest, or security for the purchase price or otherwise in that property.

(c) Managing Agent. The Board shall have the authority to engage the services of an agent (the "Managing Agent") to maintain, repair, replace, administer, and operate the Property, or any part thereof, to the extent deemed advisable by the Board. The cost of such services shall be part of the Common Expenses.

(d) Apartments for Building Personnel. The Board shall have authority to lease, purchase, and mortgage a Unit, Units, or other residential quarters for a building manager

and an engineer. All rental or debt service paid by the Association pursuant to a lease agreement or mortgage shall be part of the Common Expenses.

(e) Non-Liability of Directors and Board Officers. Neither the Board, the directors, nor officers of the Association shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board, directors and officers, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless the Board and each of the directors and officers, and their respective devisees, legatees, heirs, executors, administrators, legal representatives, successors, and assigns in accordance with the provision of Article IX of the Bylaws.

9. Board's Determination Binding. In the event of any dispute or disagreement among or between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Second Amended Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

10. Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner as set forth in Exhibit B attached hereto and made a part hereof as though fully set forth herein. The percentages of ownership interest set forth in Exhibit B hereto have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded amendment to this Second Amended Declaration and executed and recorded in accordance with the Act and all applicable provisions hereof. The ownership of each Unit shall not be conveyed separately from the percentage of ownership in the Common Elements corresponding to such Unit.

11. Use of Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other unit Owners as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of the Unit owned by such Owner. Such right to use the Common Elements shall extend not only to each Unit Owner, but also to his or her agents, tenants, family members, invitees, and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit alone or with adjoining Units. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and the Condominium Instruments. All income derived by the Association from leases, licenses, concessions, or other sources shall be held and used for the benefit of members of the Association, pursuant to the Condominium Instruments and the rules, resolutions, and regulations as the Board may adopt or prescribe.

12. Storage. The storage lockers of the Building shall be part of the Common Elements and shall be allocated and reallocated, from time to time, to the respective Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe. Lockers not so allocated may be rented in such manner as the Board may prescribe. Each Unit shall be entitled to not less than one (1) locker.

13. Use of Limited Common Elements. The Limited Common Elements shall be used and possessed exclusively by the Unit Owners and occupants of the Unit or Units served by the same, as specified in Condominium Instruments subject to the restrictions on use of Common Elements and Limited Common Elements set forth in the Condominium Instruments and such rules and regulations as may from time to time be promulgated by the Board.

14. 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 that would interfere with the ability of the Association to repair, replace, or maintain the Common Elements as provided herein.

15. Common Expenses. Each Unit Owner, shall pay his or her proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be in accordance with his or her percentage of ownership in the Common Elements. Payment of the Common Expenses, including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of his or her proportionate share of the Common Expenses by waiver or non-use or non-enjoyment of the Common Elements or Limited Common Elements or by abandonment of his or her Unit. If any Unit Owner fails or refuses to make any such payment of the Common Expenses when due, the amount thereof together with interest thereon at the rate of nine percent (9%) per annum or such greater percentage as may then be permitted under the laws of the State of Illinois, after such Common Expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the property as provided in the Act; provided, however, that such lien shall be subordinate to the lien of any mortgage, recorded prior to the date such payment was due, on the Property or any part thereof or on any or all of the Units and the Common Elements appurtenant thereto, or on the interest of such Unit Owner, which mortgage is owned or held by a bank, insurance company, savings and loan association or another lending institution, except for the amount of the proportionate share of

Common Expenses that become due and payable from and after the date on which such mortgage owner or holder either takes possession of all or any part of the security described in such mortgage, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose its mortgage and causes a receiver to be appointed. This provision shall not be amended, changed, modified, or rescinded without the prior written consent of all lien holders of record.

16. Mortgagees and Other Liens.

(a) Each Unit Owner shall have the right, subject to the provisions hereof, to make separate mortgages for his or her Unit together with his or her ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create, or cause to be made or created, from the date of recording the original Declaration for the Property, any mortgage or other lien on or affecting the Property or any part thereof, except to the extent of his or her own Unit and the respective percentage interest in the Common Elements corresponding thereto.

(b) Subsequent to the recording of the original Declaration, no liens of any nature shall be created or arise against any portion of the Property except against an individual Unit or Units. No labor performed or materials furnished with the consent of or at the request of a particular Unit Owner shall be the basis for the filing of a mechanics' lien claim against any other Unit. If the performance of the labor or furnishing of materials is expressly authorized by the Board, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his or her Unit's proportionate share of any due and payable indebtedness as set forth in the Act. A Unit Owner shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as set forth hereinabove.

Each Unit Owner's liability for any judgment entered against the Board or Association shall be limited to his or her proportionate share of the indebtedness as set forth in the Act, whether collection is sought through assessment or otherwise.

17. Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his or her Unit and his or her corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxes on the Property as a whole, then each Unit Owner shall pay his or her proportionate share thereof in accordance with his or her proportionate share thereof in accordance with his or her respective percentage of ownership interest in the Common Elements, and, in such event, such taxes shall be part of the Common Expenses.

18. Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or blinds) or placed on the outside walls of the Building or otherwise outside of a Unit, or any part of a Unit, and no sign, awning, canopy, shutter, or television or citizen's band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part of the exterior walls or roof, or in or on a patio or balcony unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

19. Nuisances. No noxious or offensive activity shall be carried on in any Unit or upon the Common Areas, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

20. Vehicles. The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats, and recreational vehicles on the Common Areas including the parking garage, and may enforce such regulations or restrictions by levying fines,

having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

21. Signs. No sign of any kind shall be displayed to the public view on the Property except: (a) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; and (b) signs advertising the sale or rent of Units as approved by the Board.

22. Insurance.

(a) The Board shall acquire insurance for the Property (exclusive of the additions with, improvements to, and decorating of the Units and the Limited Common Elements by the Unit Owners), against loss or damage by fire, vandalism, malicious mischief, and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Insurance replacement cost shall be deemed the cost of restoring the Common Elements, Units, or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board as the trustee for each of the Unit Owners in direct ratio to each such Unit Owner's respective percentage of ownership in the common Elements, as set forth in the Condominium Instruments and for the holders of mortgages on each Unit, if any. The policy of insurance shall also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be part of the Common Expenses. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be

separately billed to each Unit Owner for his or her Unit and his or her corresponding percentage of ownership in the Common Elements. The Board shall notify all Unit Owners in the event of any cancellation of such insurance.

(b) The Board shall acquire and maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Property in such limits as the Association shall deem desirable, provided that such limit shall not be less than \$1 million per occurrence for personal injury and/or property damage, with an additional \$2 million umbrella coverage insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees 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 policy shall provide that the insurance coverage shall not be canceled or substantially modified without at least 30 day's written notice to the Association. The policies of insurance shall contain a waiver of subrogation rights by the insurer against such insured persons. The premiums for such insurance shall be part of the Common Expenses. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for his or her corresponding percentage of ownership in the Common Elements. The Board shall notify all persons insured under any such public liability policy in the event of any cancellation thereof, and shall retain in safe-keeping any such policy for twenty-three (23) years after the expiration date of the policy.

(c) In acquiring any insurance hereunder, the Board shall comply with the insurance requirements of the Federal Home Loan Mortgage Corporation (Freddie Mac),

the Federal National Mortgage Association (Fannie Mae), the United States Department of Housing and Urban Development (HUD), the Federal Housing Administration (FHA), and the United States Department of Veterans' Affairs (VA) to the extent that the agency is a mortgagee, an assignee of a mortgage, or an insurer or guarantor of a first mortgage with respect to any Unit and the Board is so notified thereof.

(d) The Board shall obtain a fidelity bond indemnifying the Association, the Board, and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any Board member, any employee and officer of the Association and Managing Agent, or of any other person handling the funds of the Association, the Board, or the Unit Owners, in such amount as the Board shall deem desirable but not less than twenty-five percent (25%) of the total annual budget. The premium for such fidelity bond shall be part of the Common Expenses. The bond shall name the Association as an insured or obligee.

(e) The Board shall have authority to and may obtain errors and omissions insurance and such other insurance as it deems desirable in such amount from such sources, and in such forms as it deems desirable, insuring the Property, each member of the Board, each officer of the Association, and each member of any committee appointed pursuant to the Bylaws from liability arising from the fact that such person is or was a director or officer of the Association or member of such committee. The premiums for such insurance shall be part of the Common Expenses.

(f) A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his or her Unit or caused by his or her own conduct, by the conduct of the family member of the Unit Owner, or by the conduct of the Unit Owner's invitee or licensee. Each Unit Owner shall obtain his or her own insurance on the contents

of his or her Unit and the Limited Common Elements serving his or her additions and improvements thereto, decorating, furnishings, and personal property therein, and personal property stored elsewhere on the Property. In addition, each Unit Owner shall purchase insurance against his or her personal liability and loss or damage by fire or other hazards above and beyond the extent that his or her liability, loss, or damage is covered by the liability insurance and insurance against loss or damages by fire or other hazards obtained by the Board for all of the Unit Owners as part of the Common Expenses. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that the policies shall not be terminated, cancelled, or substantially modified without at least 30 days' prior written notice to the mortgage of each unit.

23. **Casualty and Eminent Domain.**

(a) In the event of a fire or any other disaster causing loss, damage, or destruction to or of the Property, the proceeds of any policy insuring against the same and payable by reason thereof, if sufficient to reconstruct the Property, shall be applied to such reconstruction. As used in this paragraph, reconstruction means restoration of the Property to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior thereto.

(b) In the event of a fire or any other disaster causing loss, damage, or destruction to or of the Property, if the Property is not insured against the peril causing the same or the proceeds of any policy insuring against the same and payable by reason thereof are insufficient to reconstruct the Property, and fewer than fifty percent (50%) of the Units

are rendered uninhabitable by such fire or other disaster, provision for reconstruction of the Property may be made by the affirmative vote of no fewer than seventy-five percent (75%) of the Unit Owners voting at a meeting called for such purpose. Any such meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any, or otherwise within ninety (90) days after such fire or other disaster. At any such meeting, the Board or its representative shall present to the Unit Owners present an estimate of the cost of such reconstruction and the estimated amount of necessary special assessments of Common Expenses therefor against each Unit Owner. If the Property is reconstructed, any such insurance proceeds shall be applied thereto, and special assessments may be made against the Unit Owners therefor.

(c) In the event of a fire or any other disaster causing loss, damage, or destruction to or of the Property, if the Property is not insured against the peril causing the same or the proceeds of any policy insuring against the same and payable by reason thereof are insufficient to reconstruct the Property, and if provision for reconstruction of the Property is not made pursuant to Subparagraph 23(b) hereinabove, then provision for withdrawal of any portion of the Property from the provisions of the Act may be made by the affirmative vote of no fewer than two-thirds (2/3) of the Unit Owners voting at a meeting called for such purpose. Any such meeting shall be held within sixty (60) days following the final adjustment of insurance claims, if any, or otherwise within ninety (90) days after such fire or other disaster. Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the Common Elements appurtenant thereto shall be reallocated among the remaining Units not so withdrawn on the basis of the percentage of ownership in the Common Elements appurtenant to each such remaining Unit. If only a

portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to such Unit shall be reduced in proportion to the diminution in market value of such Unit, as determined by the Board. Any such insurance proceeds shall be allocated on the basis of cubic footage withdrawn or such other equitable basis as the Board may determine, among the Units or portions thereof, the portions of the Limited Common Elements, and the portions of the Common Elements, other than the Limited Common Elements, withdrawn. As compensation for such withdrawals: (i) such proceeds allocated to withdrawn Units or portions thereof shall be applied in payment to the Unit Owners thereof in proportion to their relative percentages of ownership in the Common Elements appurtenant thereto; (ii) such proceeds allocated to withdrawn portions of the Limited Common Elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the Common Elements appurtenant to the Units served by such Limited Common Elements; and (iii) such proceeds allocated to withdrawn portions of the Common Elements, other than the Limited Common Elements, shall be applied in payment to all Unit Owners in proportion to their relative percentages of ownership in the Common Elements. Upon withdrawal of any Unit or portion thereof, the Unit Owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments therefor if the entire Unit is withdrawn, or for a portion of such assessments proportional to the diminution in cubic feet of such Unit.

(d) In the event of a fire or any other disaster causing loss, damage, or destruction to or of the Property, if the Property is not insured against the peril causing the same or the proceeds of any policy insuring against the same and payable by reason thereof are insufficient to reconstruct the Property, and if provision for neither reconstruction nor

withdrawal is made pursuant to Subparagraphs 23(b) and (c) hereinabove, then the provisions of the Act shall apply.

(e) In the event any portion of the Property is taken by eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion so taken may be made by the Board. Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the Common Elements appurtenant to such withdrawn Unit or portion shall be reallocated, with relief of responsibility or liability for payment of all or a portion of assessments therefor, and any condemnation award or other proceeds resulting from such proceeding shall be allocated and paid, in the same manner as provided by Subparagraph 23(c) hereinabove with respect to casualty to the Property and insurance proceeds resulting therefrom.

(f) The provisions of this Paragraph 23 shall be subject to the rights, if any, of the holders of mortgages on the Property or any part thereof or on any or all of the Units and the Common Elements appurtenant thereto. The withdrawal and reapportionment contemplated by Subparagraphs 23(c) and (e) hereinabove shall be effective upon execution and recordation of an amendment to this Second Amended Declaration, and an amended Plat, in accordance with the provisions of Paragraph 33 hereof.

24. **Maintenance, Repairs, and Replacements.**

(a) Each Unit Owner, at his or her own expense, shall furnish and be responsible for all maintenance of, repairs to, and replacements within his or her Unit. Maintenance of, repairs to, and replacements within the Common Elements shall be the responsibility of, and shall be furnished by, the Association. The cost of maintenance of, repairs to, and replacements within the Common Elements shall be part of the Common

Expenses, subject to the Bylaws and the rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to, and replacements within the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby, and, further, at its discretion, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to, and replacements within the Limited Common Elements to arrange for such maintenance, repairs, and replacement in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractors' and subcontractors' sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

(b) If, due to the act or neglect of a Unit Owner, or of his or her agent, tenant, family member, invitee, or licensee damage is caused to the Common Elements or the Limited Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement is required, the cost of which would otherwise be part of the Common Expense, then such Unit Owner shall pay for such damage or such maintenance, repair, or replacement as may be determined by the Association, to the extent not covered by the Association's insurance.

(c) The authorized representatives of the Association or the Board including the Managing Agent, shall be entitled to reasonable access to the individual Units and the Limited Common Elements as may be required in connection with the preservation of any individual Unit or the Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs to, or replacements with the Common Elements or the Limited Common Elements or maintenance of, repairs to, or replacements of any

equipment, facilities, or fixtures affecting or serving other Units, the Common Elements, or the Limited Common Elements, or in connection with the making of any alteration required by any governmental authority.

25. **Alterations, Additions, or Improvements.** Except as provided in Subparagraph 31(b) hereinbelow, no alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge, as part of the Common Expenses, alterations of, additions to, and improvements of the Common Elements as provided in the Bylaws. Any Unit Owner may make alterations, additions, or improvements within his or her Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements or the Limited Common Elements, the Property, or any part thereof resulting from such alterations, additions, or improvements.

26. **Decorating.** Each Unit Owner, at his or her own expense, shall furnish and be responsible for all decorating within his or her own Unit and the Limited Common Elements serving his or her Unit as may be required from time to time, including, but not limited to, painting, wall papering, paneling, floor covering, interior draperies, window shades, curtains, lighting, and other decorating, except that the exterior draperies closest to the windows shall be maintained in uniform color throughout the building. Each Unit Owner shall be entitled to the exclusive use of the interior surface of the perimeter walls, floor, and ceilings of his or her Unit, and such Unit Owner shall maintain such interior surfaces in good condition at his or her sole expense. Such maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he or she may see fit and at his or her sole expense. Decorating of the Common

Elements, other than the interior surfaces within the Units and other than Limited Common Elements, and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair, or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. The interiors of all windows forming part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of such Unit.

27. **Encroachments.** If any portions of the Common Elements actually encroach upon any Unit, any Unit actually encroaches upon any portions of the Common Elements, or any Unit actually encroaches upon another Unit, as the Common Elements and Units are shown by the surveys comprising the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist; provided, however, that no such easement shall arise in favor of any Unit Owner if the encroachment interferes with the structural integrity of any of the Common Elements or the use and enjoyment thereof by other Unit Owners; and provided further, that no such easement shall arise in favor of any Unit Owner who creates an encroachment by his or her intentional, willful, or negligent conduct or that of his or her agent.

28. **Transfer of a Unit – First Option to Association.** The following provisions shall be complied with in the event of any contemplated transfer by a Unit Owner of any Unit:

(a) **Unrestricted Transfers.** Subject to Subparagraph 28(b) hereinbelow, a Unit Owner may, without restriction under this Second Amended Declaration, sell, give, devise, lease, or otherwise transfer his or her Unit, or any interest therein, including, but not limited to, a beneficial interest in a trust holding legal title thereto, to his or her spouse, or to his or her child, parent, brother, sister, grandchild, or descendant, or to any one or

more of them, or to any trustee of a trust, the sole beneficiary of which is the Unit Owner or his or her spouse, child, parent, brother, sister, grandchild, or descendant, or any one or more of them. Notice of any such unrestricted transfer shall be given to the Board within five (5) days following consummation of such transfer.

(b) **Leases.** Subject to the provisions of Paragraph 31 hereof and the rules and regulations of the Association, a Unit Owner may, from time to time, lease his or her Unit, or interest therein. A copy of every lease of a Unit, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations under this Second Amended Declaration and the Bylaws, of the Unit Owner making such lease, and the lease shall expressly so provide and shall provide that the Association may exercise against such lessee any and all remedies available to it, including, but not limited to, the right to take possession of the Unit leased. The Unit Owner making such lease shall not be relieved thereby from any of such obligations.

(c) **Notice to Association of Certain Transfers.** Whenever a Unit Owner proposes to sell, give, devise, or otherwise transfer his or her Unit, or any interest therein, including, but not limited to, a beneficial interest in a trust holding legal title thereto, to any person or entity other than a person or entity described in Subparagraph 28(a) hereinabove, such Unit Owner shall give the Association not less than thirty (30) days' prior written notice of the proposed transfer, which notice shall briefly describe the transfer proposed by the Unit Owner and shall state the name, address, and financial and character references of the proposed transferee. The notice shall also include a copy of the proposed contract for sale, or other document, if any, affecting such transfer.

(d) **Association's First Option.** The following provisions shall apply in the event of certain contemplated transfers:

(i) **If Proposed Transfer is a Sale.** If a Unit Owner proposes to sell his or her Unit, or any interest therein, to any person or entity other than a person or entity described in Subparagraph 28(a) hereinabove, then for a period of thirty (30) days following the date notice of such proposed transfer is given to the Association pursuant to Subparagraph 28(c) hereinabove, the Association shall have the first right, at its option, to purchase such Unit from such Unit Owner (the "transferring party") upon the terms described in such notice.

(ii) **If Proposed Transfer is a Gift.** If a Unit Owner proposes to make a gift of his or her Unit, or any interest therein, to any person or entity other than a person or entity described in Subparagraph 28(a) hereinabove, then for a period of thirty (30) days following the date notice of such proposed transfer is given to the Association pursuant to Subparagraph 28(c) hereinabove, the Association shall have the first right, at its option, to purchase such Unit. The price to be paid by the Association for such Unit, or interest therein shall be agreed upon by such Unit Owner (the "transferring party") and the Association, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Subparagraph 28(e) hereinbelow.

(iii) **If Proposed Transfer is Upon the Death of a Unit Owner.** If a Unit Owner dies and under applicable law his or her Unit, or any interest therein, is subject to a probate proceeding, then during a period of six (6) months after appointment of a personal representative of such deceased Unit Owner, the

Association shall have the first right, at its option, to purchase such Unit either from the devisee thereof named in the deceased Unit Owner's Will, if any, or from the appointed personal representative of such deceased Unit Owner who is empowered or authorized to sell the Unit (the "transferring party"). However, the foregoing option shall not apply to any such transfer upon the death of the Unit Owner to a person or entity described in Subparagraph 28(a) hereinabove. The price to be paid by the Association for such Unit, or interest therein, shall be agreed upon by the Association and the transferring party, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Subparagraph 28(e) hereinbelow.

(e) **Determination of Disputed Purchase Price.** If the price to be paid by the Association for a Unit or interest therein, pursuant to Subparagraphs 28(d)(ii) and (iii) hereinabove, is not promptly agreed upon, such price shall be the fair market value of the Unit, as determined by an M.A.I. appraiser mutually agreed upon by the transferring party and the Association, or, in the event an appraiser is not promptly agreed upon, by a majority decision of three M.A.I. appraisers, one chosen by the transferring party, one chosen by the Association, and the third chosen by the two appraisers. The cost of such appraiser or appraisers shall be paid one-half (1/2) by the transferring party and one-half (1/2) by the Association as part of the Common Expenses.

(f) **Election Not to Exercise First Option.**

(i) The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the Association's first option hereunder. Within ten (10) days after receipt of notice of a proposed transfer, the Board shall hold a

meeting of directors or poll all directors for the purpose of voting upon whether the Board shall elect not to exercise the Association's first option hereunder. In the event the Board elects not to exercise its option, then notice of the Board's decision shall be promptly given to the transferring party. The Association shall be deemed to have elected not to exercise its first option if either the Association by the Board notifies the transferring party that it has elected not to exercise its option, or the Association fails to notify the transferring party, before expiration of the applicable option period provided herein, that the Association elects to exercise its option.

(ii) If the Association elects not to exercise its first option, in the event of a proposed sale, lease, or gift of a Unit, the transferring party may proceed to close such proposed transfer any time within forty-five (45) days after such election. Thereafter, said transfer of the Unit, or any interest therein, shall become again subject to the Association's right of first option as herein provided.

(iii) A certificate executed by the President, Vice President, Secretary, or other duly authorized officer of the Association, certifying that the Association, by the Board, has elected not to exercise its first option, shall be conclusive evidence of such election and of a Unit Owner's compliance with the provisions hereof. Such a certificate shall be furnished to a Unit Owner upon his or her compliance with the provisions hereof, provided the Unit Owner requests such certificate from the Association in writing.

(g) **Election to Exercise First Option.** The Board shall have authority to recommend to the Unit Owners that the Association elect to exercise its option. Within ten (10) days after receipt of notice of a proposed transfer, the Board shall hold a meeting of

directors or poll all directors for the purpose of voting upon whether the Board should make such recommendation. In the event the Board decides to recommend to the Unit Owners that the Association elect to exercise its option, the Board shall call and hold a meeting of all Unit Owners within twenty (20) days following its determination to make such election. If Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements, by affirmative vote at such meeting or by written proxy or consent, elect to exercise the Association's option, then the Board shall promptly give written notice of such election to the transferring party. The Association shall be deemed to have exercised its option hereunder if it tenders the required sum of money to the transferring party within the applicable option period provided hereinabove.

(h) **Association's Right to Purchase at a Judicial Sale.** The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for Common Expenses under the Act, or an order or direction of the court, or at any other involuntary sale, upon the consent or approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements. Such consent shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Unit.

(i) **Financing of Purchasing by Association.** The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Unit Owners, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association. However, no such mortgage arrangement may be secured by

an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased or leased and the percentage interest in the Common Elements appurtenant thereto.

(j) **Miscellaneous.**

(i) A transfer or lease of any or all of the Units and the Common Elements appurtenant thereto, or interest therein, by or to the Board or the holder of any mortgage thereon or on the Property or any portion thereof, which holder of such mortgage comes into possession of all or any part of the security described in such mortgage pursuant to remedies provided therein, or pursuant to foreclosure of such mortgage, or pursuant to a deed (or assignment) in lieu of foreclosure of such mortgage, shall not be subject to the provisions of this Paragraph 28. This provision shall not be amended, changed, modified, or rescinded without the prior written consent of all lien holders of record.

(ii) The Association shall hold title to or lease any Unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease, or sublease such Unit on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to purchase such Unit unless Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the common Elements first authorize the sale for such lessor amount.

(iii) All notices referred to or required under this Paragraph 28 shall be given in the manner provided in Paragraph 34 hereinbelow.

(iv) The provisions of this Paragraph 28 with respect to the Association's right of first option shall be and remain in full force and effect until the Property as a whole is sold or removed from the provisions of the Act, as provided therein, unless the provisions of this Paragraph 28 are sooner rescinded or amended by the Unit Owners.

(v) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Paragraph 28, for the purpose of implementing and effectuating such provisions.

(vi) If any transfer or lease of a Unit is made or attempted without complying with the provisions of this Paragraph 28, such transfer or lease shall be subject to each and all of the rights and options of, and remedies and actions available to, the Association hereunder and otherwise.

(vii) In the event of any transfer of a Unit, or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer. Rights and obligations with respect to any Unit, or interest therein, shall not be affected, nor shall any transfer thereof be effective, unless such transfer is in compliance with the requirements of this Paragraph 28.

29. **Transfer of Limited Common Elements.** The use of portions of the Limited Common Elements may be transferred between Unit Owners having rights thereto at their expense, provided that such transfer is made in compliance with the Act and the following provisions:

(a) **Amendment.** Each such transfer shall be made by an amendment to this Second Amended Declaration executed by all Unit Owners who are parties to the transfer

and consented to by all other Unit Owners who, in the opinion of the Board, have any right to use the Limited Common Elements affected thereby.

(b) **Contents.** Such amendment shall contain a certificate showing that a copy of the amendment has been delivered to and approved in writing by the Board, and shall contain a statement from the Unit Owners involved in the transfer setting forth any reapportionment of their respective percentages of ownership in the Common Elements resulting therefrom, the aggregate sum of which percentage interests shall not thereby change. If such Unit Owners cannot agree upon such reapportionment, the Board shall make such reapportionment.

(c) **Recording.** Such amendment shall be recorded in the Offices of the Recorder of Deeds of Sangamon County, Illinois.

30. **Subdivision or Combination of Units.** A Unit may be subdivided by the Unit Owner thereof, and a Unit or any portion thereof may be transferred by the Unit Owner thereof to the Unit Owner of a Unit or Units adjacent thereto and combined therewith, provided that such subdivision or transfer is made in compliance with the Act and the following provisions:

(a) **Amendment.** The Unit Owner or Owners desiring to make such subdivision or transfer and combination shall make written application to the Board: (i) requesting and containing an amendment to this Second Amended Declaration (including the Plat); (ii) containing a survey of the proposed alterations of the affected Unit or Units and the Common Elements appurtenant thereto; (iii) setting forth a proposed reapportionment to such Unit or Units, and any new Units created therefrom, of the percentage of ownership in the Common Elements appurtenant thereto; and (iv) describing

a proposed assignment or reassignment of the Limited Common Elements serving the affected Unit or Units.

(b) **First Option.** A Unit Owner desiring to transfer an entire Unit pursuant to the provisions of this Paragraph 30 shall in addition comply with the applicable provisions of Paragraph 28 hereinabove.

(c) **Approval.** The aforesaid proposed subdivision or transfer and combination shall not be made unless first approved in writing by a majority of members of the Board.

(d) **Recording.** If such proposed subdivision or transfer and combination is approved by a majority of members of the Board, an amendment to this Second Amended Declaration, consistent with the same and executed by the Unit Owner or Owners of the Units affected thereby, together with an amended Plat, shall be executed and recorded in accordance with the provisions of Paragraph 33(c) hereinbelow.

Rights and obligations with respect to any Unit shall not be affected, percentage of ownership in the Common Elements shall not be reallocated, nor shall any such aforesaid subdivision, transfer, or combination be effective, unless the same is made in compliance with the requirements of this Paragraph.

31. **Use and Occupancy Restrictions.**

(a) Subject to the provisions of the Bylaws, no part of the Property may be used for purposes 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 or for such other use permitted by this Second Amended Declaration, and for no other purpose, except that professional and quasi-professional occupants may use their residence as facilities ancillary or secondary to an office established elsewhere. The

foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (i) maintaining his or her personal professional library; (ii) keeping his or her personal business or professional records or accounts; or (iii) handling his or her personal business or professional telephone calls or correspondence. Such uses are expressly declared to be customarily incident to the principal residential use and not in violation of such restrictions.

(b) That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together (including, but not limited to, portions of any hallway and any walls) may be removed or otherwise altered to afford ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when they use such Common Elements, and that part of the Common Elements so removed or otherwise altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided that (i) such alterations shall not weaken, impair, or endanger any of the Common Elements or any Unit; (ii) the Unit Owner or Owners desiring to make such alterations shall notify the Board of the nature of such alterations within ten (10) days prior to commencing work; (iii) the expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alterations; (iv) such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alterations in the event such Units cease to be used together; and (v) such alterations shall not interfere with use and enjoyment of the Common Elements, other than the aforesaid part of the Common Elements separating such adjacent Units, including, but not limited to, reasonable access

and ingress to and egress from the other Units in the hallway affected by any such alterations.

(c) The Common Elements shall be used only by the Unit Owners and their agents, tenants, family members, customers, invitees, and licensees for access, ingress to, and egress from the respective Units and for such other purposes incidental to use of the Units; provided, however, that the garage, laundry room, party room, receiving room, storage areas, and other areas designated for specific uses shall be used for the purposes approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession, or easement, presently in existence or entered into by the Board at such future time, affecting any part or all of the Common Elements.

(d) Use, occupancy, ownership and leasing of a Unit by a Unit Owner or Occupant shall be in conformance with all provisions of this Second Amended Declaration, by the Bylaws, the rules and regulations of the Association and the Act.

32. **Remedies.**

(a) In the event of any violation of the provisions of the Act, the Condominium Instruments, or the rules and regulations of the Association by any Unit Owner (either by his or her own conduct or by the conduct of any other Occupant of his or her Unit), the Board shall have the rights and remedies provided for in the Act, the Condominium Instruments, such rules and regulations adopted by the Board, or the Forcible Entry and Detainer Act of the State of Illinois, as amended, or which may otherwise be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner (and any others it may desire to proceed against) for enforcement of any lien

and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages, injunction, or specific performance, or for judgment for payment of money and collection thereof, or for the right to take possession of and sell the Unit as hereinbelow provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs, reasonable attorney's fees, and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of nine percent (9%) per annum, or such greater percentage rate as may then be permitted under the laws of the State of Illinois, until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his or her share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of his or her share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner, all of his or her additions and improvements thereto, and all of his or her personal property in his or her Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of any mortgage, recorded prior to the date such payment was due, on the Property or any portion thereof, or on the interest of such Unit Owner, except for the amount of the proportionate share of the Common Expenses that become due and payable from and after the date on which such mortgage owner or holder either takes possession of all or any of the security described in such mortgage, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose its mortgage and causes a receiver to be appointed. In the event of any such default by any Unit Owner, the Board and the Managing Agent or building manager, if so authorized by the Board, shall have the authority to correct such default, and to do whatever

may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner, with interest at the rate aforesaid. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This Subparagraph 32(a) shall not be amended, changed, modified, or rescinded without the prior consent of all holders of record of mortgage liens against the Property or any portion thereof, if any, and of mortgage liens against Units in the Building and the Common Elements appurtenant thereto.

(b) The violation of any rules, restriction, condition, or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in the Condominium Instruments:

(i) 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, in which case neither the Board, nor its employees or agent shall thereby be deemed guilty in any manner of trespass; (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or (iii) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in any manner provided by law.

(c) If any Unit Owner (either by his or her own conduct or by the conduct of any other Occupant of his or her Unit) violates the Act, or any of the covenants, restrictions, or provisions of the Condominium Instruments, or the rules and regulations adopted by the Board, and if such default or violation continues for ten (10) days after notice to the Unit

Owner in writing from the Board, or occurs repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to such defaulting Unit Owner a notice in writing terminating the rights of such defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his or her Unit, and thereupon an action in equity may be filed by the Board against such defaulting Unit Owner for a decree declaring the termination of such defaulting Unit Owner's right to occupy, use, or control the Unit owned by him or her on account of such violation, and ordering that all the right, title, and interest of such defaulting Unit Owner in the Property be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain such defaulting Unit Owner from reacquiring his or her interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against such defaulting Unit Owner in such decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to such defaulting Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit sold subject to this Second Amended Declaration.

33. Amendment.

(a) Subject to the requirements of Paragraph 15 and Subparagraph 28(j)(i) hereinabove, and except as otherwise provided in Paragraph 29 hereinabove and Subparagraph 33(b) and (c) hereinbelow, the provisions of this Second Amended Declaration may be amended or rescinded by an instrument in writing, duly acknowledged and recorded, setting forth such amendment or rescission, signed by the Unit Owners owning not less than sixty-six & 66.6/100 percent (66.666%) of the total ownership of Common Elements; provided, however, that all lien holders of record have been notified by certified mail, return receipt requested, of such change, modification, or rescission, and that an affidavit by the secretary of the Association certifying such mailing is made a part of such instrument; and provided, further, that no such amendment shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, quorum and voting requirements for the action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Second Amended Declaration or by the Act.

(b) Where the provisions of this Second Amended Declaration relating to casualty or eminent domain or to the subdivision or combinations of Units, have been complied with, the President of the Board, or any other officer thereof authorized by this Second Amended Declaration, the Bylaws, or the Act, shall execute and record an amendment to this Second Amended Declaration setting forth all pertinent aspects of the events or transaction resulting in such amendment and specifying any reapportionment or percentages of ownership in the Common Elements, and shall concurrently therewith record an amended Plat depicting the same; provided, however, that such amendment to

this Second Amended Declaration and amended Plat shall be prepared at the expense of the Unit Owners affected thereby if made pursuant to Subparagraphs 33(a), (b), and (c) hereof.

(c) If the Act, this Second Amended Declaration, or the Bylaws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Second Amended Declaration, then any instrument amending or rescinding any provisions of this Second Amended Declaration with respect to such action shall be signed by all of the Unit Owners, all lien holders, or both, as required by the Act, this Second Amended Declaration, or the Bylaws.

(d) Any such instrument amending or rescinding any provision of this Second Amended Declaration, accomplished under any of the provisions of Subparagraph 33(a), (b), or (c) hereinabove, shall be effective upon the date such instrument, together with an amended Plat if required hereby or by the Act, is recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois; provided, however, that no provisions in this Second Amended Declaration may be changed, modified, or rescinded so as to conflict with the provisions of the Act.

34. **Notices.**

(a) Notices provided for in the Act, this Second Amended Declaration, or the Bylaws shall be in writing, and shall be addressed to the Association (in care of its Secretary), the Board, or any Unit Owner, as the case may be, at 718-720 South 7th Street, Springfield, Illinois, or at such other address of which notice has been given as provided hereinbelow. The Association and the Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of

address to all Unit Owners. Any Unit Owner may designate a different address for notices to him or her by giving written notice to the Association. Notices addressed as above shall be deemed delivered three (3) business days after mailing by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgement of the receipt thereof.

(b) Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by the Act, this Second Amended Declaration, or the Bylaws to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

35. **Headings.** The headings of paragraphs and sections in this Second Amended Declaration and the Bylaws are for convenience or reference only and shall not in any way limit or define the content or substance of such paragraphs and sections.

36. **Number and Gender.** As used in this Second Amended Declaration, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable where the context so requires.

37. **Non-waiver.** Except as expressly provided in this Second Amended Declaration to the contrary, no consent or waiver, express or implied, by any interested party referred to herein, to or of any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein, shall be deemed a consent to or waiver of the performance by such party of any other obligations hereunder, or the performance by any other interested party referred to herein of the same, or of any other, obligations hereunder.

38. **Severability.** If any provision of this Second Amended Declaration or the Bylaws, or any section, sentence, clause, phrase, or word, or the application thereof, in any circumstance,

is held invalid, the validity of the remainder of this Second Amended Declaration and the Bylaws shall be construed as if such invalid part was never included therein. If for any reason this Second Amended Declaration is held invalid in its entirety, the First Amended Declaration, recorded in 2000, shall govern and control the Association, the Board and the Unit Owners.

39. **Rights and Obligations.** All rights, benefits, and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Parcel, the Property, or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Second Amended Declaration were recited and stipulated at length in each and every deed and conveyance or contract for conveyance. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner pursuant to this Second Amended Declaration, the Bylaws, and the Act, and any such attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

40. **Land Trustee as Unit Owner.** In the event title to any Unit is conveyed to a land titleholding trust, under the terms of which all powers of management, operation, and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under the Condominium Instruments with respect to such Unit. No claim shall be made against the trustee of such titleholding trust personally for payment of any lien or obligation hereby created, and such trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust,

notwithstanding any transfers of the beneficial interest of such trust or any transfer of title to such Unit.

In Witness Whereof, The Town House Condominium Association, an Illinois not for profit corporation, has caused its corporate seal to be affixed hereunto, and has caused its name to be signed to these presents by its President and Secretary, this ____ day of _____, 2020.

The Town House Condominium Association,
an Illinois not for profit corporation,

By _____
Its President

Attest:

Its Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, President of The Town House Condominium Association, and _____, Secretary thereof, personally known to be me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2020.

Notary Public

Return to:
The Town House Condominium Association
718-720 South Seventh Street
Springfield, IL 62701

Prepared by:
Charles R. Schmadeke
Hinshaw & Culbertson LLP
400 South Ninth Street, Suite 200
Springfield, IL 62701