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DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
SANDPIPER SOUTH CONDOMINIUM
NUMBER TWO
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DECLARATION OF CONDOMINIUM OWNERSHIP
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FOR
SANDPIPER SOUTH CONDOMINIUM
NUMBER TWO

THIS DECLARATION made by and entered into this _____ day of _____, 1974 by BEVERLY BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 22, 1972 KNOWN AS TRUST NUMBER 8-4011 (hereinafter referred to as the "Declarant").

WITNESSETH, THAT.

WHEREAS, the Declarant is the legal title holder of record of all of the real estate located in the Village of Crestwood, County of Cook and State of Illinois, legally described in Exhibit "A" attached hereto, and

WHEREAS, the Declarant desires and intends by this Declaration to submit the property (as hereinafter defined) to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter sometimes referred to as the "Act"), and is further desirous of establishing for its own benefit and that of all future owners or occupants of the property, or any part thereof (which shall be known as the SANDPIPER SOUTH CONDOMINIUM NO. TWO (2)) certain easements and rights in, over and upon the Development Parcel and mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several owners, mortgages, occupants and other persons hereafter acquiring any interest in said Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of such Property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the Property; and

NOW, THEREFORE, the Declarant, as the title holder of the Real Estate (Development Parcel) described in Exhibit "A" attached and made a part hereof, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

1.01 DECLARATION: This instrument, by which the Property, as hereinafter defined, is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

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1.02 DEVELOPMENT PARCEL: The entire tract of real estate, above described, which is hereby submitted to the provisions of the Act.

1.03 PROPERTY: All the land, property and space comprising the Development Parcel, all improvements and structures constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

1.04 UNIT: A part of the Property within a Building including one or more rooms, occupying one or more floors or a part or parts thereof, and designed and intended for independent use as a single-family residential dwelling and/or garage, and more specifically described hereafter in Article II.

1.05 COMMON ELEMENTS: All portions of the Property, except the Units.

1.06 UNIT OWNERSHIP: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

1.07 PARKING AREA: Area provided for parking automobiles as designated by the Board of Managers of the Association.

1.08 PERSON: A natural individual, corporation, partnership, trustee or other legal person or entity capable of holding title to real property.

1.09 OWNER OR UNIT OWNER: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

1.10 MAJORITY OR MAJORITY OF THE UNIT OWNERS: Those owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements; any specified percentage of Unit Owners shall mean those Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

1.11 OCCUPANT: Person or persons, other than Owner or Unit Owner in possession.

1.12 PLAT: The Plat of Survey of the Development Parcel and of all Units in the Property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit "A" and by reference expressly incorporated herein and made a part hereof and recorded and filed concurrently with the recording of this Declaration with the Cook County Recorder.

(a) PLAT: It is further understood that buildings on the Development Parcel may not be completed and in the event the structural components of the buildings

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constituting the Unit boundaries are not in place on the date of recording of this Declaration, the Declarant reserves the right to and shall cause to place on the date of recording of this Declaration, the Declarant reserves the right to and shall cause to be recorded from time to time until all of said structural components are in place, an amended survey or surveys showing the actual locations and dimensions of the boundaries of these Units in Buildings that are completed after the date of recording this Declaration. Whenever in this Declaration the term "Plat of Survey" and Exhibit "A" appear, it shall be deemed to include such amended survey or surveys as shall be hereafter recorded pursuant to this paragraph.

1.13 BUILDINGS: The Buildings constructed by the Declarant located on the Development Parcel and forming part of the Property and containing the Units as indicated by the Plat of Survey attached hereto as Exhibit "A".

1.14 DECLARANT: "Declarant" shall mean and refer to BEVERLY BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 22, 1972 KNOWN AS TRUST 8-4011, its successor or successors to any such owner's entire interest in property other than a purchaser of an individual unit.

ARTICLE II

PROPERTY AND UNITS: SUBMISSION TO ACT

2.01 SUBMISSION OF PROPERTY TO THE ACT: The Declarant hereby submits the Property to the provisions of the Condominium Property Act of the State of Illinois.

2.02 UNITS: DESCRIPTION AND OWNERSHIP: The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat, attached hereto as Exhibit "A". Every deed, lease, mortgage or other instrument may 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. Each Unit shall consist of the space enclosed and bounded by the Condominium Property Act; no Unit Owner shall by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

2.03 CERTAIN STRUCTURES NOT CONSTITUTING PART OF A UNIT: No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit, except as a tenant-in-common with all other Unit Owners.

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ARTICLE III

COMMON ELEMENTS

3.01 DESCRIPTION:

(a) "Common Elements" means all of the Property, except the Units, and shall include, but shall not be limited to, the land, foundations, hallways, stairways, entrances and exits, parking areas, storage areas, roof, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), public utility lines, floors, ceilings and perimeter walls of Units (other than such portions thereof included within Unit boundaries as shown on the Plat), structural components of the Building, outside walks and driveways, landscaping and all other portions of the Property except the individual Units. Structural components located within the boundaries of a Unit shall be part of the Common Elements. The swimming pool and the Club House shall be parts of the Common Elements.

(b) "Limited Common Elements" means a portion of the Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, balconies, patios, terraces and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and of all associated fixtures and structures therein as lie outside the Unit boundaries. The Board as hereinafter defined may from time to time designate other portions of the Common Elements as Limited Common Elements including, but not limited to, automobile parking spaces, storage lockers, rubbish collection areas, and such heating, plumbing and electrical fixtures and all associated pipes, ducts and wiring as may serve exclusively a single Unit or group of contiguous Units.

3.02 OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Property, and, except as otherwise limited in this Declaration shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined shall remain constant, and may not be changed without unanimous written approval of all the Unit Owners and all mortgages of said Unit Owners. The Declarant has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in the schedule attached hereto as Exhibit "B" and incorporated herein by reference, as though fully set forth herein.

3.03 NO PARTITION OF COMMON ELEMENTS: There shall be no partition of or subdivision of any Unit or of the Common Elements through judicial proceedings or otherwise; provided, however, that if any Unit Ownership shall be owned by two or more Co-Owners as tenants-in-common or as joint tenants, nothing herein contained

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shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such Co-Owners. The Association of the Owners shall not by act or omission seek to abandon the condominium status of the project except as provided by statute in case of substantial loss to the Units and Common Elements of the condominium project.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

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

4.02 USE OF THE COMMON ELEMENTS: Subject to the provisions of Section 4.04, each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by each Unit Owner, and to the use and enjoyment of common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the By-Laws and rules and regulations of the Board of Managers (hereinafter described and for convenience hereinafter sometimes referred to as the "Board"). The Board of Managers shall have the authority to lease or rent or grant licenses or concessions with respect to the Parking Area, or other parts of the Common Elements, subject to the provisions of this Declaration and the By-Laws and rules and regulations of the Board.

4.03 MAINTENANCE OF COMMON ELEMENTS: COMMON EXPENSES: Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses". Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. Payment thereof shall be in such amount and at such times as may be provided by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act.

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4.04 EASEMENTS:

(a) ENCROACHMENTS: In the event that, by reason of the construction, settlement or shifting of the Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the wilful conduct of said Owner or Owners.

(b) BALCONIES AND PATIOS: All balconies and patios, if any, shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that balcony and patio or those balconies and patios, if any, direct access to which is provided from his respective Unit and which is or are located outside of and adjoining his respective Unit; unless and until such time as the Board as hereinafter provided determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the patios and balconies, the exclusive use and possession whereof is extended hereby, at his own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint or otherwise decorate or adorn or change the appearance of any such balcony or patio, in any manner contrary to such rules and regulations as may be established by the said Board or Association, (hereinafter referred to). In the event any such balcony or patio shall be appurtenant to more than one Unit, then all rights and obligations of the Owners of each such Unit with respect to the use, maintenance and repair of such balcony or patio shall be joint, common and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

(c) EASEMENTS FOR UTILITIES: The Illinois Bell Telephone Company, Commonwealth Edison Company and all other public utilities serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wire and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along and on any portion of said Common Elements and each Unit Owner hereby grants the Board an irrevocable

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power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

(d) EASEMENT FOR INGRESS AND EGRESS: An easement for ingress and egress, in perpetuity, is hereby declared, as a covenant binding and running with the land, upon those portions so designated on the Plat of Survey attached hereto as Exhibit "A" and upon all Common Elements, for the benefit of any Unit Owner and Occupant in the Development Parcel described in Exhibit "A", and for the benefit of all persons or entities which may become or have become Unit Owners or Occupants in any other Development Parcel which may be the subject of a Declaration of Condominium Ownership upon other Development Parcels within the entire Condominium Development legally described in Section 14.01 below, and the right is expressly reserved to grant such easements for ingress and egress in the future for the benefit of the real estate described in Section 14.01 and for the benefit of all future Unit Owners and Occupants with respect to such other Development Parcels which have been or may hereafter be the subject of a Declaration of Condominium Ownership within the real estate legally described in Section 14.01 below.

(e) EASEMENTS TO RUN WITH THE LAND: All easements and rights, described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property or Development Parcel, or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4.05 PARKING AREA: PARKING: Other than garage units, any parking area or other portion of the Property allocated to parking purposes shall be part of the Common Elements and not part of any individual Unit; provided, however, the Declarant hereby reserves the right, until sale and conveyance of all Unit Ownerships, to sell and grant to any Unit Owner and to no other person the perpetual and exclusive use of a designated parking space (but no more than two such exclusive parking spaces for any Unit Owner), which exclusive use shall be deemed to be appurtenant to and pass with the title to the Unit to which appurtenant (and in no other manner) even though not

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expressly mentioned in the document passing title to the Unit. The Declarant shall, in the event of exercise of such reserved right, give the Board notice thereof and the name of the Unit Owner to whom the Declarant granted the exclusive use, which notice shall be conclusive upon the Board and all Unit Owners as to the rights of the Unit Owner designated in such notice. Subject to the foregoing, the Board may determine to grant exclusive use and possession to designated parking stalls in any portion of the Property allocated to parking purposes to Unit Owners, and the Board may in any event prescribe such rules and regulations with respect to such Parking Areas as the Board may deem fit and may, in addition, operate any Parking Areas itself or lease any Parking Areas for operation by others upon such terms as it may deem fit. All revenue received by the Board from any said Parking Areas, less operation expenses thereof, if any, shall be applied in accordance with the By-Laws. Such exclusive use and possession given a Unit Owner or Owners shall be subject to such rules and regulations as the Board may deem fit, including the requirement that such exclusive use and possession encompass the obligation to clean and maintain that portion of the Common Elements subject thereto as an expense of a Unit Owner rather than a Common Expense.

4.06 STORAGE AREAS: Storage areas in the Buildings outside of the respective Units shall be part of the Common Elements and the use thereof shall be allocated among the Unit Owners as the Board may by its rules and regulations prescribe.

4.07 SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

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

4.09 UTILITIES: Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

4.10 INSURANCE; UNIT OWNERS: Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and his additions and improvements thereto and decorating and furnishing and personal property therein, and his personal property stored elsewhere on the Property, and his personal

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liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided below in Section 5.08, hereof

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board 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.

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

4.11 MAINTENANCE, REPAIRS AND REPLACEMENTS OF UNITS:

(a) **BY THE BOARD:** The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Sections 2.02 and 2.03, exclusive of any portion of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provision of this Declaration.

(b) **BY THE OWNER:** Except as otherwise provided in Paragraph (a) above, each Unit Owner shall furnish, at his own expense, and be responsible for the following:

(1) All of the maintenance, repairs and replacements within his own Unit and all of the doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the unit boundaries as specified in Sections 2.02 and 2.03, provided, however, such maintenance, repairs and replacements as may be required for the bringing of water and/or electricity to the Unit, shall be furnished by the Board as part of the Common Expenses.

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The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as a Common Expense.

(2) All of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any re-decorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in this Declaration shall not be limited, discharged, or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

4.12 NEGLIGENCE OF OWNER: If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board.

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4.13 JOINT FACILITIES: To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

4.14 ALTERATIONS, ADDITIONS AND IMPROVEMENTS: No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board.

ARTICLE V

ADMINISTRATION

5.01 BOARD OF MANAGERS; ASSOCIATION: The direction and administration of the Property shall be vested in a Board of Managers (hereinbefore and hereinafter sometimes referred to as the "Board"), consisting of three (3) persons who shall be elected in the manner hereinafter provided. The Unit Owners, as described in this Declaration and in the By-Laws hereinafter set forth, acting collectively through the Board, shall be known as the SANDPIPER SOUTH CONDOMINIUM NO. ONE (1) ASSOCIATION, an unincorporated association, subject to any subsequent incorporation as provided in Article XII below (hereinafter called the "Association"). Notwithstanding any other provisions herein contained to the contrary, all duties, functions and obligations herein imposed upon the Board are so imposed with the express understanding that the Board is the governing body and agent of the Unit Owners and the Association. The provisions of this Article V and Articles VI and VII below shall constitute the initial and basic By-Laws of the Board and/or Association, as referred to in the Act. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

5.02 DETERMINATION OF BOARD TO BE BINDING: Notwithstanding that the words "Board" and "Association" may in some instance be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

5.03 VOTING RIGHTS: There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting

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Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Board before the scheduled time of the meeting. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in person or by proxy. The total number of votes of all Voting Members shall be one hundred (100) and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B" attached hereto. The Declarant (or its nominee) may exercise the voting rights with respect to any Unit owned by the Declarant.

5.04 MEETINGS:

(a) QUORUM; PROCEDURE: The presence in person or by proxy of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any Voting Member in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) ANNUAL MEETING: The first Annual Meeting of the Voting Members shall be held upon ten (10) days written notice given by the Declarant when at least fifty-one percent (51%) of the Units are occupied. Thereafter, there shall be an Annual Meeting of the Voting Members on the first Tuesday of April of each succeeding year, at 7:30 o'clock P.M., on the Property, or at such other reasonable place or time (not more than thirty (30) days before or after such date), as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting.

(c) SPECIAL MEETINGS: Special Meetings of the Voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said Meeting shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having one-third (1/3) of the total votes, and delivered not less than seven (7) days prior to the date fixed for said Meeting. The notices shall specify the date, time and place of the Meeting and the matters to be considered.

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5.06 BOARD OF MANAGERS; ELECTION; MEETINGS:

(a) At each Annual Meeting, the Voting Members shall, by a majority of the total votes present at such Meeting, elect a Board of Managers for the forthcoming year, consisting of three (3) Owners, all of whom must reside on the Property, except for Board Members nominated or designated by the Declarant. Two (2) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected and qualify. If a Member of the Board of Managers shall cease to meet any qualifications herein required for a Member of the Board, such Member shall thereupon cease to be a Member of the Board and his place on the Board shall be deemed vacant. Vacancies in the Board may be filled by unanimous vote of the remaining Members thereof. Except as otherwise provided in the Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

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

(c) Any Board Member may be removed from office by the affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any Special Meeting called for the purpose. A successor to fill the unexpired term of a Board Member removed may be elected by majority vote of the Voting Members at the same meeting or any subsequent meeting called for that purpose.

(d) An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Unit Owners and at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member, delivered personally or by mail or telegram. Any Board Member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

(e) Board Members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

5.07 GENERAL POWERS OF THE BOARD: Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

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(a) To elect the officers of the Association as hereinabove provided;

(b) To administer the affairs of the Association and the Property;

(c) The duty to engage the services of a Professional Manager or Professional Managing Agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve (subject to Section 5.10 (b) below);

(d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) To provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the Professional Manager or Professional Managing Agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the Professional Manager or Professional Managing Agent (and any such employees or other personnel who may be employees of the Professional Managing Agent);

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(i) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any Annual or Special Meeting of the Unit Owners; and

(j) To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Act, and all powers and duties of a Board of Managers referred to in the Declaration or these By-Laws.

5.08 SPECIFIC POWERS OF THE BOARD: The Board, for the benefit of the Board, the Association and all Unit Owners, shall provide and shall pay for, out of the maintenance fund hereinafter provided, the following:

(a) UTILITY SERVICE FOR COMMON ELEMENTS: water, waste removal, electricity, telephone, heat, power and other necessary utility service for the Common Elements (and, if not separately metered or charged, for the Units).

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(b) CASUALTY INSURANCE: Insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurance replacement cost of the Common Elements and the Units and shall be equal to or greater than Fire and Extended Coverage insurance and shall be a multi-peril policy, and in the amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy, but not less than eighty per cent (80%) of the insurable value based upon replacement cost. Premiums for such insurance shall be common expenses. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the members of the Board as trustees for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as established in Exhibit B. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interests may appear and any deductible clause shall not exceed \$200.00. The policy shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner. The policy shall further provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor such option shall not be exercisable in the event the Owners elect to sell the Property or remove the Property from the provisions of the Condominium Property Act. The policy shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days written notice to the mortgagee of each Unit and shall contain waivers of subrogation with respect to the Board, its employees and agents, Owners and members of their households and mortgagees; or all of those parties shall be named as additional insureds, and shall contain a Replacement Cost Endorsement. The minimum financial rating of the carrier shall not be less than a BBB+ or Better rating by Best's Insurance Reports. The mortgage clause shall provide that the insurance carrier shall notify the first mortgagee (or trustee) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

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The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

(c) LIABILITY INSURANCE: "Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, insuring each Unit Owner, the Association, its officers, Members of the Board, the Declarant, the Manager and Managing Agent of the Building, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets and sidewalks adjoining the Property and insuring the officers of the Association and Members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses.

(d) WORKMEN'S COMPENSATION: Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(e) Wages and Fees for Services: The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as Professional Manager or as Professional Managing Agent for the Property, the services of any person or persons required for the maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association.

(f) CARE OF COMMON ELEMENTS: Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units, which

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the Owner shall paint, clean, decorate, maintain and repair, and subject to the provisions of subsection (i) of this Section 5.08, not including any portion of the Common Elements which are the responsibility of any Owner) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements.

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

(h) DISCHARGE OF MECHANIC'S LIENS: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners.

(i) CERTAIN MAINTENANCE OF UNITS: Maintenance and repair of any Unit as provided in this Declaration, and maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or any portion of the Building and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board or Association is responsible. It may likewise enter any balcony or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the maintenance fund. The Board reserves the right to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Owner's absence from the Unit at a time when required alterations or repairs are scheduled, the Management Agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not.

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(j) CAPITAL ADDITIONS AND IMPROVEMENTS: The Board's powers hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of five thousand dollars (\$5,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of five thousand dollars (\$5,000.00), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

(k) CERTAIN UTILITY SERVICES TO UNITS: The Board may pay from the maintenance fund for water taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

5.09 VOUCHERS: All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

5.10 RULES AND REGULATIONS; MANAGEMENT:

(a) RULES: The Board, at the direction of the Voting Members having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) MANAGEMENT: The Board shall engage the services of a Professional Agent or Professional Management Firm to Manage the Property to the extent deemed advisable by the Board; provided, however, that it is expressly understood and agreed that the Declarant expressly reserves the right to designate the initial Professional Managing Agent or Agents for a period not to exceed three years from the date of the recording or registration of this Declaration, and the rights of the Board to designate a different Professional Managing Agent shall be in all respects subject to any or all contractual rights resulting from such initial designation of the Professional Managing Agent by the Declarant.

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Mortgagees of Units shall be notified of the appointment of the Professional Agent or Professional Management Firm and shall be notified no less than thirty (30) days prior to a change in such Professional Agent or Professional Management Firm of a change of such Agent or Firm.

(c) Nouning hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

ARTICLE VI

ASSESSMENTS - MAINTENANCE FUND

6.01 PREPARATION OF ESTIMATED BUDGET: Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power and other common utilities and Common Expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owner according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

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

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as otherwise directed by the Board, an amount equal to three (3) times the first full monthly assessment for such Unit Owner, which amount shall be used and applied as an operating reserve for common expenses in the manner herein provided.

6.03 BUDGET FOR FIRST YEAR: When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31, of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in Section 6.01 of this Article.

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

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

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

6.07 REMEDIES FOR FAILURE TO PAY ASSESSMENTS: If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board as herein provided, the Board shall have the authority, for and on behalf of itself and said Association and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, these By-Laws, this Declaration or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments. In addition, if an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board may bring suit for and on behalf

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of itself and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure or liens against real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by or on behalf of any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or after a receiver has been appointed in a suit to foreclose such lien. Any encumbrancer from time to time may request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by his encumbrance, and, unless the request shall be complied with within twenty (20) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance. The mortgagee of a Unit shall be entitled to written notification from the Association of Owners of the condominiums of any default by a mortgagor of a Unit in the performance of such mortgagor's obligation under this Condominium Declaration which is not cured within thirty (30) days notice by the Association and a copy of said original notice shall be sent to such mortgagee.

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6.08 AMENDMENTS: Except for such amendments as may be required to conform any provision of this Declaration to the requirements of law, all amendments to this Article VI shall be effective upon unanimous written consent of the Owners, and their mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or their Unit.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

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

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

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

(d) EXTERIOR EXPOSURE OF BUILDING: 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 shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

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

(f) NUISANCES: No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein or thereon either wilfully or negligently which may be or become, in the judgment of the Board, any annoyance or nuisance to the other Owners or Occupants.

(g) IMPAIRMENT OF STRUCTURAL INTEGRITY OF BUILDING: Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the

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of the Building or which would structurally change the Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

(h) LAUNDRY OR RUBBISH: No clothes, sheets, blankets, laundry, of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.

(i) LOUNGING OR STORAGE IN COMMON ELEMENTS: There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, vehicles, toys, benches or chairs on any part of the Common Elements, except that baby carriages, bicycles and other personal property may be stored in a storage area designated for the purpose, and balcony and patio areas may be used for their intended purposes.

(j) PROHIBITED ACTIVITIES AND SIGNS: No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designated for profit, altruism, exploration, or otherwise shall be conducted, maintained or permitted on any part of the Property, nor, except with the consent of the Board, shall any "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to place such other signs on the Property as may be required to facilitate the sale of unsold Units. The right is hereby given to the Board or its representative to place "For Sale" or "For Rent" signs on any Unit or on the Property, for the purpose of facilitating the disposal of Units by any Owner, mortgagee or the Board.

(k) ALTERATIONS OF COMMON ELEMENTS: Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

(l) PARKING AREA: That part of the Common Elements designated by the Board as Parking Area shall be used by the Owners for parking purposes, subject to the exclusive rights of the respective Unit Owners.

(m) DISPLAY OF MODEL UNITS BY DECLARANT: During the period of construction of the Building on the Property by the Declarant, the Declarant, its contractors and subcontractors, and their respective agents and employees, shall be entitled

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to access, ingress and egress to said Buildings and Property as may be required in connection with said construction. During the period in which sales of Units by the Declarant are in process, but in no event for any period extending beyond thirty (30) months from the registration or filing of this Declaration, the Corporation may occupy or grant permission to any person or entity to occupy with or without rental, as determined by the Declarant, one or more Units for business or promotional purposes, including clerical activities, sales offices, model Units for display and the like; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner or Occupant.

(n) CERTAIN PERSONAL PROFESSIONAL ACTIVITIES PERMITTED:
The Unit restrictions in Paragraphs (a) and (j) of this Article VII shall not, however, be construed in such a manner as to prohibit an Owner from (a) maintaining his personal business or professional records or accounts therein; or (b) maintaining his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Paragraphs (a) or (j) of this Article VII.

ARTICLE VIII

SALE, LEASING OR OTHER ALIENATION

8.01 SALE OR LEASE: Any Owner, other than the Declarant who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) to any person not related by blood or marriage to the Owner shall give to the Board of Managers no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee, and his or their financial and character references. The Board, acting on behalf of the other Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease, which option shall be exercisable for a period of forty-five (45) days following the date of receipt of such notice; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board, in its reasonable opinion, deems inconsistent with the then existing bona fide fair market value of such Unit Ownership, the Board, notwithstanding any other provisions herein stated to the contrary, may elect to exercise such option in the manner, within the period, and on the terms set forth in Section 8.02 below. If said option is not exercised by the Board within the aforesaid option period or if said option is properly waived, the Owner (or lessee) may, at the expiration of said period (and at any time within sixty (60) days after the expiration of said period) contract to sell or lease for sublease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein, and, if he fails to close said proposed sale or lease transaction within said sixty (60) days, his Unit Ownership shall again become subject to the Board's right of first option as herein provided. Any person

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acquiring ownership of or a lease with respect to any Unit shall be bound by and shall be subject to all of the obligations and all of the terms and provisions herein contained relative to such Unit. With respect to a lease or sublease of any Unit, the lease shall expressly provide that the lessee shall be expressly subject to all of the provisions herein contained. In the event that any Unit Owner or lessee of any Unit shall lease or sublease any Unit, a true and correct copy of such lease or sublease shall be lodged with the Board, and any Unit Owner or lessee of any such Unit making any such lease shall not be relieved thereby from any of his obligations as herein imposed. Upon the expiration or termination of any such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first refusal shall again apply to such Unit Ownership. The foregoing provisions with respect to the Board's right of first option as to any proposed sale or lease, as well as the options hereinbelow created in subparagraphs 8.02, 8.03 and 8.04 of this Article VIII shall be and remain in full force and effect until the property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments to this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions.

8.02 GIFT: Any Owner, other than the Declarant, who wishes to make a gift of his Unit Ownership or any interest therein to any person or persons who would not be heirs at law of the Owner under the Rules of Descent of the State of Illinois were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Board, acting on behalf of the Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three (3) arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice. The Board shall be deemed to have exercised its option to purchase if it shall tender the required sum of money (directly or in escrow, pending title clearance) to the Unit Owner within said option period.

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8.03 DEVISE: In the event any Owner dies leaving a will devising his or her unit Ownership, or any interest therein, to any person or persons not heirs at law of the deceased Owner under the Rules of Descent of the State of Illinois and said Will is admitted to probate, the Board and their successors in office, acting on behalf of other Unit Owners as hereinafter provided, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein either from the devisee or devisees thereof named in said Will, or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three (3) arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership interest therein devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board, and said devisee or devisees, or personal representative, as the case may be. The Board's right to elect to purchase the Unit Ownership or interest therein at the price determined by the three (3) arbitrators shall expire sixty (60) days after the date of receipt by it of such notice of the personal representative of the deceased Owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money (directly or in escrow, pending title clearance) to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board or its authorized representative, pursuant to authority given to the Board by the Owners as hereinafter provided, to bid at any sale of the Unit Ownership or interest therein of any deceased Owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Owner's estate which contains his or her Unit Ownership or interest therein.

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8.04 INVOLUNTARY SALE:

(a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall give, before taking possession of the Unit so sold, thirty (30) days written notice to the Board of his intention so to do, whereupon the members of the Board of Managers and their successors in office, acting on behalf of the other Unit Owners as hereinafter

provided, shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money (directly or in escrow, pending title clearance) to the purchaser within said thirty (30) day period.

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

8.05 TRANSFER OF OPTION RIGHTS TO SINGLE UNIT OWNER OR GROUP OWNERS: Any right to purchase or lease which the Board may have or obtain under the provisions of this Article may be transferred, with the consent of the Unit Owners, as hereinafter provided, to one or more of the Unit Owners so as to enable the said Unit Owner or Owners to acquire the subject Unit or interest as a personal investment, provided that the Board is reasonably assured that such Unit Owner or Owners have the financial capacity to undertake such purchase or lease and will fulfill the requirements of said purchase or lease within all stipulated time periods.

8.06 CONSENT OF VOTING MEMBERS: The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein, or transfer its rights to any single Unit Owner or group of Unit Owners, without the prior written consent of the Voting Members holding at least seventy-five (75%) per cent of the voting rights in the Association, and whose Unit Ownerships are not the subject matter of such option. The Board may bid to purchase at any sale of a Unit Ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of the aforesaid Voting Members, which said consent shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said Unit or interest therein. If the requisite consent is obtained, any of the aforesaid options shall be exercised by the Board of Managers solely for the use and benefit of all Owners, including the minority of Owners not consenting thereto.

8.07 RELEASE, WAIVER AND EXCEPTIONS TO OPTION: Upon the written consent of three (3) of the Board members, any of the options contained in this Article VIII may be released or waived, and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased.

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ARTICLE X

SALE OF THE PROPERTY

10.01 VOLUNTARY SALE OF PROPERTY: The Owners by affirmative vote of at least seventy-five (75%) per cent of the total vote, at a meeting of Unit Owners duly called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and two (2) so selected shall select a third, and the fair market value, as determined by a majority of the three (3) appraisers so selected shall control. If either party shall fail to select an appraiser, then then one (1) designated by the other party shall make the appraisal.

ARTICLE XI

REMEDIES FOR BREACH OF COVENANTS
RESTRICTIONS AND REGULATIONS

11.01 ABATEMENT AND ENJOINMENT: The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, By-Law or provision contained herein or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 11.02 next succeeding:

(a) To enter upon the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or its successors or assigns or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

11.02 INVOLUNTARY SALE: If any owner (either by his own conduct, or by the conduct of any other occupant of his unit) shall violate or breach any of the covenants, By-Laws, restrictions or provisions of this Declaration or of the Act, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or (shall occur or) shall re-occur more than once thereafter, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the

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Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the 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 Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge the lien of any then existing mortgage, court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Section 8.04 (a) 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, and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner.

ARTICLE XII

INCORPORATION OF ASSOCIATION

12.01 FORMATION OF ASSOCIATION: The Declarant upon the sale of one (1) or more Units, and either prior to or subsequent to the election of the first Board of Managers, and the Board at any time thereafter may cause to be incorporated a not-for-profit corporation under the laws of the State of Illinois to be called SANDPIPER SOUTH CONDOMINIUM ASSOCIATION or any name similar thereto or in lieu thereof, to facilitate administration and operation of the Property. Upon the formation of such Association every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition of such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. Each Unit Owner agrees to be bound by and observe the terms and provisions of the Association's Charter, its By-Laws, and the rules and regulations promulgated from time to time by said Association, its Board of Directors and officers.

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ARTICLE XIII

GENERAL PROVISIONS

13.01 DECLARANT'S INITIAL RIGHTS: Until such time as the Board of Managers provided for in this Declaration is formed, and until such time thereafter as the Declarant shall have consummated the sale of Units aggregating one hundred (100%) per cent of all Unit ownerships computed as set forth in Exhibit "B" attached hereto, the Declarant or its nominee

shall exercise the powers, rights, duties and functions of the Board of Managers and Association; provided, however, that the Declarant may relinquish such said powers, rights, duties and functions at any time after consummating the sale of Units aggregating fifty-one (51%) per cent of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto.

13.02 NOTICE TO MORTGAGE LENDERS: Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

13.03 SERVICE OF NOTICES ON BOARD OR UNIT OWNER: Service of notice on Board or any Unit Owner may be delivered to any member of the Board or such Unit Owner either personally or by mail addressed to such Board member or Unit Owner at his Unit.

13.04 SERVICES OF NOTICES ON DEVISEES AND PERSONAL REPRESENTATIVES: Notices required or desired to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

13.05 COVENANTS TO RUN WITH LAND: Each grantee of the corporation by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Corporation Deed, or any contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

13.06 NON-WAIVER OF COVENANTS: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

13.07 WAIVER OF DAMAGES: Neither the Corporation, nor its respective representatives or designee, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Declarant's capacity as developer, contractor, Owner, manager or seller of the Property, whether or not such claim(a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any

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of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in case of gross negligence) ex delictu. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, Occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

13.08 AMENDMENTS TO DECLARATION: The provisions of Article II, Article III, Article VI, Article VII, 5.07 (c) (f) (g), 5.08 (b) (e), 5.10 (a), 8.12, and Section 13.08 of this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against Unit Ownerships. Other provisions of this Declaration (except Section 13.07, which may never be changed without the written consent of the Declarant) may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than thirty (30) days prior to the date of such affidavit. Such change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder or Office of the Registrar of Title of Cook County, Illinois provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. **DECLARANT SHALL HAVE THE RIGHT TO AMEND THIS DECLARATION UNTIL IT IS RECORDED.**

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

13.10 PERPETUITIES AND RESTRAINTSON ALIENATION: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints or 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 now living lawful descendants of the incumbent Mayor of the City of Chicago, and the incumbent President of the United States.

13.11 INTERPRETATION OF DECLARATION: 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 apartment development.

13.12 OWNERSHIP BY TRUST: In the event title to any Unit Ownership is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the trust property 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 responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No liability shall be asserted against any such title holding trustee personally for payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created, and the Declarant shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge or lien upon the Unit Ownership, notwithstanding any changes in the beneficial interest of any such trust or transfers of title to such Unit Ownership.

13.13 INDEMNITY TO BOARD MEMBERS: The members of the Board and the officers thereof or of the Association, shall not be liable to the Unit Owners for any mistake of Judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Board or Association.

ARTICLE XIV

ENTIRE CONDOMINIUM DEVELOPMENT

14.01 OTHER CONDOMINIUMS: The Declarant intends to develop as condominiums, other parcels of real estate situated in the same general area as the Development Parcel and situated within the area known as SANDPIPER SOUTH in Crestwood, Illinois and to submit the same to the provisions of the Condominium Property Act of the State of Illinois. The legal description of said other parcels of real estate is as follows:

That part of the East half of the Southwest Quarter of Section 4, Township 36 North, Range 13 East of the 3rd Principal Meridian, described as follows: Beginning at a point on the West line of the East 1/2 of the Southwest 1/4 which is 90.00 feet South of the Northwest corner of said East 1/2 of the Southwest 1/4 and running thence South 89° -26'-45" East, 735.00 feet; thence South 44° 26'-45" East, 470.00 feet; thence South 19° -39'45" East, 216.98 feet;

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thence South 89° -44'-15" East, 190.00 feet; thence South 00° -15'45" West, 397.73 feet to the Northerly line of Midlothian Turnpike; thence South 74° -19'-51" West, along said Northerly line of Midlothian Turnpike, 765.23 feet; thence Northerly perpendicular to said Northerly line of Midlothian Turnpike, 262.80 feet; thence Northwesterly on a curved line, convex to the Northeast, having a radius of 141.34 feet, 182.62 feet; thence westerly, perpendicular to the West line of the East 1/2 of said Southwest 1/4, 386.35 feet; thence North 00° -18'-06" East, along said West line, 794.04 feet to the Point of Beginning in Cook County, Illinois containing 24.501 acres more or less.

14.02 RECREATION CORPORATION ASSOCIATION: In addition to the Association for the management of the commonly owned properties of this Condominium Development, Declarant, has, will or shall form a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, which corporation shall be the governing body for the maintenance and administration of recreational facilities including a swimming pool, recreational area and other areas which Declarant contemplates developing and conveying to said Not For Profit Corporation, to be incorporated as SANDPIPER SOUTH ASSOCIATION, INC. (hereinafter referred to as the "Association").

Every Owner shall be a member of said Association, which membership shall automatically terminate upon the sale, transfer or other disposition by a member of his Unit Ownership, at which time the new Owner shall automatically become a member therein.

Every Owner by acceptance of a deed to his Unit takes the same subject to the covenants, conditions and restrictions set forth in the Declaration of said Association and further covenants and agrees to pay the Association such assessments as are levied by said Association. Such assessments shall be a charge and a lien against the Owner's Unit as well as the personal obligation of the Owner of the Unit at the time the assessment fall due; all as set forth in said Association Declaration the personal obligation shall not pass to an Owner's successors in title unless expressly assumed by them. The provisions of Article VI shall apply to said assessments. All assessments by the Association shall be paid to the Board for payment by the Board to the Association.

Every Owner shall have an easement for ingress and egress to the properties and areas maintained and administered by the Association. Said easement shall run with the land described in Article IV (referring to easements).

The charge to SANDPIPER SOUTH CONDOMINIUM NUMBER ONE (1) shall be the Unit charge as fixed by the SANDPIPER SOUTH ASSOCIATION, INC. for all Units in Sandpiper South Subdivisions multiplied by the number of Units in said Condominium.

14.03 SALE OF A CONDOMINIUM: In the event that any one of the Condominium Buildings contained within the entire Condominium Development shall be sold as a whole, the Owner or Owners acquiring such Condominium Buildings so sold shall become members of the aforementioned corporate Association; provided, however, that said Owner or Owners shall not own or control or hold any interest in the aforementioned corporate Association in excess of that share thereof to which all Units in such Condominium Building so sold would otherwise be entitled.

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14.04 FUTURE EASEMENTS: The Declarant and the aforesaid corporate Association are hereby each expressly authorized, and the Declarant does hereby expressly reserve the right to execute and cause to be recorded with the Recorder of Cook County, such easements, agreements, and rights of way which Declarant or said corporate Association may deem necessary in order to provide or permit and afford ingress and egress to such real estate as shall be used for the swimming pool or other recreational purposes, if any, as aforesaid, or with respect to any part of the real estate located within the entire Condominium Development designed or utilized, or to be used, for the Common benefit of the Owners of all Units in all of the Condominiums comprising the entire Condominium Development.

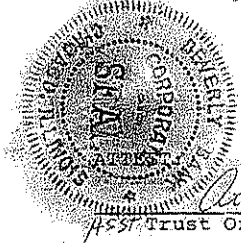
14.05 DECLARANT'S INITIAL RIGHTS: Notwithstanding any other provision herein contained to the contrary, until such time as all Condominium Units in all Condominium Buildings within the entire Condominium Development shall have been sold, the Declarant shall exercise the powers, rights, duties and functions of the Board of Directors of the corporate Association and shall furthermore have the right to designate and elect the entire Board of Directors.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17th day of January, 1973.

BEVERLY BANK, A CORPORATION OF ILLINOIS
AS TRUSTEE UNDER TRUST AGREEMENT DATED
NOVEMBER 22, 1972 KNOWN AS TRUST NO. 8-4011.

BY [Signature]
Vice President and Trust Officer



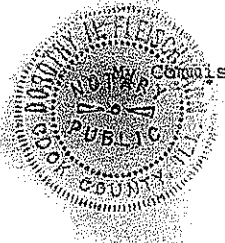
[Signature]
Asst. Trust Officer

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Dorothy M. Fleischman, a Notary Public in and for said County, in the State Aforesaid, DO HEREBY CERTIFY that ROBERT J. BOUCK, Vice President and Trust Officer and ARTHUR J. POGGIE, Asst. Trust Officer, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, acknowledge that they signed and sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of January, 1973.

[Signature]
NOTARY PUBLIC



Commission expires 11-1-75

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EXHIBIT "B"

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS

for

SANDPIPER SOUTH CONDOMINIUM NUMBER TWO

PERCENTAGE OF OWNERSHIP

ADDRESS	UNIT NO.	PERCENTAGE INTEREST IN COMMON ELEMENTS
5206 W. MIDLOTHIAN TURNPIKE	201	3.6992
5206 W. MIDLOTHIAN TURNPIKE	202	3.6992
5206 W. MIDLOTHIAN TURNPIKE	203	4.0087
5206 W. MIDLOTHIAN TURNPIKE	204	4.0087
5206 W. MIDLOTHIAN TURNPIKE	205	4.0087
5206 W. MIDLOTHIAN TURNPIKE	206	4.0087
5206 W. MIDLOTHIAN TURNPIKE	207	4.3182
5206 W. MIDLOTHIAN TURNPIKE	208	4.1634
5206 W. MIDLOTHIAN TURNPIKE	209	3.8539
5206 W. MIDLOTHIAN TURNPIKE	210	3.8539
5206 W. MIDLOTHIAN TURNPIKE	211	4.1634
5206 W. MIDLOTHIAN TURNPIKE	212	4.1634
5206 W. MIDLOTHIAN TURNPIKE	213	4.0087
5204 W. MIDLOTHIAN TURNPIKE	214	4.0087
5204 W. MIDLOTHIAN TURNPIKE	215	3.6992
5204 W. MIDLOTHIAN TURNPIKE	216	3.6992
5204 W. MIDLOTHIAN TURNPIKE	217	4.3182
5204 W. MIDLOTHIAN TURNPIKE	218	4.1634
5204 W. MIDLOTHIAN TURNPIKE	219	4.0087
5204 W. MIDLOTHIAN TURNPIKE	220	4.0087
5204 W. MIDLOTHIAN TURNPIKE	221	4.1634
5204 W. MIDLOTHIAN TURNPIKE	222	4.0087
5204 W. MIDLOTHIAN TURNPIKE	223	3.8539
5204 W. MIDLOTHIAN TURNPIKE	224	3.8539
5204 W. MIDLOTHIAN TURNPIKE	225	.3869
GARAGE	226	.3869
GARAGE	227	.3869
GARAGE	228	.3869
GARAGE	229	.3869
GARAGE	230	.3869
GARAGE	231	.3869
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GARAGE	233	.3869
GARAGE	234	.3869
GARAGE	235	.3869

7-PLATS WITH THIS DOCUMENT
SEE PLAT JACKET No. 22603537 REGARDING THIS DOCUMENT.

DOCUMENT

HAS BEEN MICROFILMED

SEE JACKET FILE NO. 22603537

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