

12-Person Jury

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Cook County, IL

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Chancery Division Civil Cover Sheet
General Chancery Section

(02/19/20) CCCH 0623

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

327 - 335 Belden by the Park

Plaintiff

2020CH04276

v.

Case No: _____

Francis W. Parker School, et al.

Defendant

CHANCERY DIVISION CIVIL COVER SHEET
GENERAL CHANCERY SECTION

A Chancery Division Civil Cover Sheet - General Chancery Section shall be filed with the initial complaint in all actions filed in the General Chancery Section of Chancery Division. The information contained herein is for administrative purposes only. Please check the box in front of the appropriate category which best characterizes your action being filed.

Only one (1) case type may be checked with this cover sheet.

- 0005 [] Administrative Review
0001 [] Class Action
0002 [] Declaratory Judgment
0004 [] Injunction
0007 [] General Chancery
0010 [] Accounting
0011 [] Arbitration
0012 [] Certiorari
0013 [] Dissolution of Corporation
0014 [] Dissolution of Partnership
0015 [] Equitable Lien
0016 [] Interpleader
0017 [] Mandamus
0018 [] Ne Exeat
0019 [] Partition
0020 [] Quiet Title
0021 [] Quo Warranto
0022 [] Redemption Rights
0023 [] Reformation of a Contract
0024 [x] Rescission of a Contract
0025 [] Specific Performance
0026 [] Trust Construction
0050 [] Internet Take Down Action (Compromising Images)
[] Other (specify) _____

Atty. No.: 62077 Pro Se 99500

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Pro Se Only: [] I have read and agree to the terms of the Clerk's Clerk's Office Electronic Notice Policy and choose to opt in to electronic notice from the Clerk's office for this case at this email address:

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FILED DATE: 5/20/2020 2:14 PM 2020CH04276

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION**

327 – 335 BELDEN BY THE PARK, an)
Illinois Not-For-Profit Corporation,)
)
Plaintiff,)

v.)

Case No.:)

FRANCIS W. PARKER SCHOOL, an Illinois)
Not-For-Profit Corporation; CHICAGO)
TITLE LAND TRUST COMPANY, an Illinois)
Corporation, a/t/o Trust Number 8002380456;)
PRINCIPAL SERVICES TRUST COMPANY,)
an Illinois Corporation, f/k/a CHICAGO)
TRUST COMPANY, N.A., a/t/o Trust Number)
SBL-4777; BELDEN ACQUISITION, LLC, an)
Illinois limited liability company; BAUM)
REALTY GROUP, LLC, an Illinois limited)
liability company; MICHAEL DEMETRIOU,)
an individual; BAUM REVISION, LLC, an)
Illinois limited liability company; SCOTT)
GOLDMAN, an individual; DOUGLAS)
LYONS, an individual; MATTHEW KIRST,)
an individual; ROBERT WEISEN, an)
individual; MICHAEL PYKOSZ, an)
individual; LINDSAY PYKOSZ, an individual;)
JOHN WADE, an individual; NATALIE)
WADE, an individual; DANIEL MARTINO,)
an individual; KACEY MARTINO, an)
individual; VALERIE LE DEROFF, an)
individual, ALEXANDER KELLER, an)
individual, ALBERT MCCALLY III, a/t/o the)
ALBERT WARD MCALLY III TRUST;)
MATTIE HARRIS, an individual, and)
TIMOTHY HAUGH, an individual,)

Defendants.)

VERIFIED COMPLAINT

Plaintiff 327 – 335 Belden by the Park, by its attorneys, Edwards Maxon Mago & Macaulay, LLP, and for its Complaint against Francis W. Parker School, Chicago Tile Land Trust

Company, Principal Services Trust Company f/k/a Chicago Trust Company, N.A., Belden Acquisition, LLC, Baum, Realty Group, LLC, Michael Demetriou, Baum Revision, LLC, Scott Goldman, Douglas Lyons, Matthew Kirst, Robert Weisen, Michael Pykosz, Lindsay Pykosz, John Wade, Natalie Wade, Daniel Martino, Kacey Martino, Valerie Le Deroff, Alexander Keller, Albert McCally III, Mattie Harris, and Timothy Haugh (collectively the “Defendants”), states:

NATURE OF THE CASE

1. Several years ago, Francis W. Parker School (“Parker”), a well-known elite private school in the north side of Chicago, created a strategic plan that expanded its real estate territory into the existing homes of neighborhood residents, including the Plaintiff, a small condominium building. Knowing that many residents did not want to sell their properties into Parker’s real estate development plans, Parker set out to acquire ownership of Plaintiff, by Parker’s own words, “under the cover of night.” In short, it planned to acquire units through straw-purchasers, intentionally hiding its identity as the purchaser. In this way, Parker planned to covertly take control of the Plaintiff’s residential board and ultimately force those residents unwilling to sell out of their homes. And Parker did just that, with its plan nearly succeeding. In fact, by May 17, 2019, Parker managed to secretly purchase 15.58 % of the Plaintiff’s building before Parker’s over-confident representatives began to publicly flaunt their accomplishments, thus inadvertently tipping their hand to the neighborhood. It was only then that Plaintiff became suspicious and launched an investigation that revealed Parker’s clandestine efforts, as well as the breaches of fiduciary duty by Mr. Matthew Kirst (president of Plaintiff’s board of directors) who assisted Parker in those efforts.

2. Plaintiff appreciates the undue burden on the judicial system during the COVID-19 crisis. At a time when the city and nation face a pandemic that requires people to stay home to

save lives, however, Plaintiff faces the prospect of a hostile take-over of its building, and thereby each of its residents' homes. Therefore, the homeowner's Association must bring this action to seek the Court's assistance in stopping Parker's illicit plan and reversing the surreptitious purchases Parker and its co-conspirators have accomplished thus far.

PARTIES AND RELEVANT PERSONS

3. Plaintiff 327 – 335 Belden by the Park (“BBTP”) is an Illinois not-for-profit corporation organized under the General Not for Profit Corporation Act of 1986, 805 ILCS 105/101.01 *et seq.* (“Not for Profit Corporation Act”) by the owners of the units of a fifteen-unit condominium building located at 327-355 West Belden Avenue, Chicago, Illinois (the “BBTP Building”). BBTP is governed by a board of managers (the “Board”).

4. Defendant Parker is an Illinois not-for-profit corporation organized under the Not for Profit Corporation Act. Parker is governed by a board of trustees (the “Parker Board of Trustees”). Parker owns and operates a private school on six acres of land located at 330 West Webster Avenue, Chicago, Illinois (the “Parker Campus” or the “Campus”). At the end of its 2019 fiscal year, Parker possessed net assets in excess of \$123 million and its endowment was valued at over \$52 million (the median university endowment in the U.S. is \$65.1 million). Annual tuition per student at Parker ranges from approximately \$34,000 to \$39,000. Parker's “Mission” is to “educate[] students to think and act with empathy, courage and clarity as responsible citizens and leaders in a diverse democratic society and global community.” <http://fwparker.org/about/philosophy>. It expects its students to support its “progressive approach to . . . community life” and strives to “learn from both [its] successes and [] failures through attentive reflection and open conversation.” *Id.* At all times relevant hereto, the Parker Board of Trustees was led by its President, Rika Yoshida.

5. Defendant Chicago Title Land Trust Company (“Chicago Title”) is a corporation incorporated under the laws of the State of Illinois with its principal place of business located at 10 South LaSalle Street, Suite 3100, Chicago, Illinois. Chicago Title is trustee under a Trust Agreement dated March 25, 2019 and known as Trust Number 8002380456 (the “Parker Trust No. 1”). Parker is the beneficiary of the Parker Trust No. 1. The Parker Trust No. 1 is the record owner of 327 West Belden Avenue, Unit 3, Chicago Illinois (“327 Belden Unit 3”), a condominium unit located within the BBTP Building.

6. Defendant Principal Services Trust Company, formerly known as the Chicago Trust Company, N.A., (“Chicago Trust”) is a corporation incorporated under the laws of the State of Illinois with its principal place of business located at 171 North Clark Street, Chicago, Illinois. Chicago Trust is trustee under a Trust Agreement dated March 27, 2019 and known as Trust Number SBL-4777 (the “Parker Trust No. 2”). Parker is the beneficiary of the Parker Trust No. 2. The Parker Trust No. 2 is the record owner of 335 West Belden Avenue, Unit 1, Chicago, Illinois (“335 Belden Unit 1”), a condominium unit located within the BBTP Building.

7. Defendant Belden Acquisition, LLC (“Belden Acquisition”) is a limited liability company organized under the laws of the State of Illinois with its principal place of business located at 1030 West Chicago Avenue, Suite 300, Chicago Illinois. The sole member of Belden Acquisition is Michael Demetriou. Belden Acquisition is the record owner of 329 West Belden Avenue, Unit 3, Chicago, Illinois (“329 Belden Unit 3”), 335 West Belden Avenue, Unit 3, Chicago, Illinois (“335 Belden Unit 3”), 327 West Belden Avenue, Unit 1, Chicago, Illinois (“327 Belden Unit 1”), and 333 West Belden Avenue, Unit 1, Chicago, Illinois (“333 Belden Unit 1”), all condominium units located within the BBTP Building.

8. Defendant Baum Realty Group, LLC (“Baum Realty”) is a limited liability company organized under the laws of the State of Illinois with its principal place of business located at 1030 West Chicago Avenue, Suite 200, Chicago Illinois. The members of Baum Realty are Michael Demetriou and David Baum.

9. Defendant Michael Demetriou is, upon information and belief, a citizen and resident of Cook County, Illinois. Demetriou is the President of Baum Realty, a member of the Parker Board of Trustees, and its former Secretary. Demetriou’s children attend Parker.

10. Defendant Baum Revision, LLC (“Baum Revision”) is a limited liability company organized under the laws of the State of Illinois with its principal place of business located at 1030 West Chicago Avenue, Suite 300, Chicago Illinois. The members of Baum Revision are Brecom, LLC and Revision Group, LLC.

11. Defendant Scott Goldman is, upon information and belief, a citizen and resident of Cook County, Illinois. Goldman is a Managing Principal of Baum Revision.

12. Defendant Douglas Lyons is, upon information and belief, a citizen and resident of Cook County, Illinois. Lyons is the managing principal of Pearlmark Real Estate Partners, a Chicago-based real estate investment firm.

13. Defendant Matthew Kirst owns a condominium unit, in which he resides, located in the BBTP Building. Mr. Kirst served as a member and the President of the Board from since at least 2017 to until February 6, 2020, when his attorney, William F. Dolan of Jones Day tendered to counsel for BBTP a written notice of resignation on his behalf “effective immediately.”

14. Defendants Michael and Lindsay Pykosz (the “Pykoszes”) are, upon information and belief, citizens and residents of Cook County Illinois. The Pykoszes formerly owned 327 Belden Unit 3.

15. Defendants John and Natalie Wade (the “Wades”) are, upon information and belief, citizens and residents of Cook County, Illinois. The Wades formerly owned 335 Belden Unit 1.

16. Defendants Daniel and Kacey Martino (the “Martinos”) are, upon information and belief, citizens and residents of Cook County, Illinois. The Martinos formerly owned 335 Belden Unit 3.

17. Defendants Valerie Le Deroff and Alexander Keller are, upon information and belief, citizens and residents of Cook County, Illinois. Le Deroff and Keller formerly owned 335 Belden Unit 3.

18. Defendant Albert McCally III is, upon information and belief, a citizen and resident of Cook County, Illinois. McCally is Trustee under a Trust Agreement dated September 2, 1999 and known as the Albert Ward McCally III Trust (the “McCally Trust”), which formerly owned 327 Belden Unit 1.

19. Defendant Mattie Harris is, upon information and belief, a citizen and resident of Cook County, Illinois. Harris formerly owned, and continues to reside, at 333 Belden Unit 1.

20. Defendant Robert Weisen a real estate investor/developer and friend of Kirst. Weisen resides in the condominium complex located at 325 West Belden Avenue, Chicago, Illinois, directly east of the BBTP Building.

21. Defendant Timothy Haugh is a citizen and resident of Cook County, Illinois. Haugh moved into 335 Belden Unit 1 under an invalid lease and over the written objection of the Board.

22. Gregory Grove and Jamie McLaughlin are a married couple who own and reside at 335 West Belden Avenue, Unit 2, Chicago, Illinois, a condominium unit located within the BBTP Building.

JURISDICTION AND VENUE

23. Jurisdiction is vested in this Court pursuant to Article VI, Section 9 of the Illinois Constitution.

24. Venue is proper in Cook County, Illinois pursuant to 735 ILCS 5/2-101 because it is the county of residence of at least one defendant who is joined in good faith and because the transaction or some part thereof out of which the causes of action alleged herein arise occurred in Cook County, Illinois.

FACTUAL BACKGROUND

Parker Seeks to Expand its Campus

25. Parker is an elite private school with a campus located in a densely populated urban neighborhood, bound by Lincoln Park, the Lincoln Park Zoo to the east, and Clark Street to the west, making expansion of its Campus difficult.

26. In the last decade, Parker determined that its long-term strategic planning required the expansion of its Campus.

27. Beginning in approximately 2013, in order to expand its Campus, Parker began to purchase neighboring buildings through both overt and covert means.

28. In 2013, Parker offered to purchase a neighboring cooperative building and property known as the Shakespeare Building, located at 2230 – 2256 North Lincoln Park West, Chicago, Illinois, which offer was rejected by the building's owners.

29. The BBTP Building shares an alley with the Parker Campus at its northmost campus boundary.

30. Beginning at least as early as winter 2019, Parker continued in its effort to expand its Campus by making offers to purchase the BBTP Building and another condominium building located at 317 – 325 West Belden Avenue, Chicago, Illinois.

31. At the same time, in case BBTP rejected its offer to purchase the BBTP Building overtly through an arms-length transaction, Parker initiated a contingency plan to force a bulk-sale of the BBTP Building through a covert scheme.

32. To implement its scheme, Parker purchased individual condominium units using straw-purchasers, thus concealing the true purchaser of the units from BBTP.

33. Pursuant to Parker's covert scheme, once it purchased condominium units in the BBTP Building representing over twenty-five percent of shares, through straw-purchasers or with assistance from its co-conspirators, BBTP would be unable to amend its governing documents to prevent Parker's hostile take-over of BBTP, or exercise its right of first refusal.

34. Thus, by concealing its identity as the ultimate purchaser, Parker prevented BBTP from seeing the existential threat posed by these sales.

35. Thereafter, Parker would continue to purchase condominium units in the BBTP Building until either: (a) it owned at least seventy-five percent of units, after which it could force a bulk sale of the BBTP Building; or (b) public knowledge of its intent to achieve a take-over of BBTP would scare away prospective purchasers of condominium units within the BBTP Building, thereby decreasing market values and forcing the remaining owners in the BBTP Building to agree to a bulk-sale; or (c) gained a majority of shares with or without assistance of its co-conspirators to control the board so that it could increase condominium assessments to a level that would force owner-occupiers to assent to bulk sale or otherwise sell their units to Parker.

36. At the conception of Parker's scheme, ownership of at least seventy-five percent of units in the BBTP Building was required to force a bulk sale. However, in the midst of Parker's execution of its scheme, this threshold was modified to eighty-five percent by the City of Chicago through an ordinance.

37. In furtherance of its scheme, Parker solicited Kirst, then the President of the BBTP Board, to aid its plan, and Kirst did not inform the Board of Parker's plans.

38. Ultimately, BBTP rejected Parker's bulk sale offer, after which Parker continued to pursue its alternative covert scheme to force BBTP to agree to a bulk sale through a take-over of BBTP, the Board and a destruction of the open market for units in BBTP.

The BBTP Declaration, By-Laws, Rules & Regulations, and Relevant City of Chicago Ordinances

39. BBTP is subject to the Declaration of Condominium Ownership and By-Laws Easements, Restrictions and Covenants for 327 – 335 Belden Condominium (the "Declaration"), a true and correct copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

40. At all times relevant hereto, the BBTP Building was comprised of fifteen condominium units. *See* Exhibit A at Am. Ex. B.

41. At all times relevant hereto, the owner(s) of each condominium unit in BBTP possessed the right to vote in BBTP in proportion to their percentage of undivided ownership interest in the common elements of BBTP as set forth in Amended Exhibit "B" to the Declaration. Exhibit A, Ar. XV, § 1.

42. Article IX, Section 1 of the Declaration provides:

1. Sale or Lease. Any Unit Owner other than the Trustee who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board's option as

set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration or said period, proceed to consummate the sale (or sublease or assignment of) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Unit Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety <90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

Exhibit A, Art. IX, § 1.

43. Article IX, Sections 6 and 7 of the Declaration provide:

6. Release or Waiver of Option. Upon the consent of at least three-fourths (3/4) of the Board members, any of the options contained in this Article IX may be released or waived and the Unit Ownership or Interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. Proof of Termination of Option. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article IX as hereinabove set forth have been met by a Unit Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Unit Owners In favor of all persons who rely thereon In good faith, and such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

Exhibit A, Art. IX, §§ 6 and 7.

44. Article IX, Section 11 of the Declaration provides:

11. Miscellaneous. . . . If any sale, lease, devise or gift of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale, lease, devise or gift shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or In equity In connection therewith. The foregoing provisions with respect to the Board's right of first option as to any proposed sale, lease, devise or gift 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 of 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 same.

Exhibit A, Art. IX, § 11.

45. Article XII of the Declaration, entitled "Sale of the Property", provides:

The Unit Owners through the affirmative vote of Voting Members having at least three-fourths (3/4) of the total votes, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded

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

Exhibit A, Art. XII.

46. Pursuant to the Declaration, the affirmative vote of all the members of the Board, and at least three-fourths of the owners of the condominium units in the BBTP Building is required in order to amend the Declaration. Exhibit A, Art. XIX, § 6.

47. The Declaration provides that the administration of the BBTP Building and the property of BBTP is vested in a five-person Board. Exhibit A, Art. XIV, § 1(a).

48. Members of the Board are elected by a simple majority of unit owners entitled to vote. *See id.*, Art. XIV, § 1(b).

49. Article XVIII of the Declaration, entitled “Remedies for Breach of Covenants Restrictions and Regulations”, provides:

1. Abatement and Enjoinment. The violation of any restriction, or condition or regulation adopted by the Board, or the breach of any covenant or provisions herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and the provisions hereof, and the Trustee, the Developer, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty In any manner of trespass; or, (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of seven percent (7%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board.

Exhibit A, Art. XVIII.

50. BBTP is also subject to the BBTP Rules & Regulations (the “Rules”), a true and correct copy of which is attached hereto as **Exhibit B** and incorporated herein by reference.

51. A section of the Rules entitled “Sale of Unit” provides:

Any unit owner selling his/her unit must give the Board not less than thirty days notice to exercise its right of first refusal, as provided in the Declarations. Notification will consist of a copy of the sales contract and a properly filled out application form. A credit check is required, with a fee of \$25.00 which must be paid by the purchaser or owner at the time of the application.

Failure to provide this information may result in a \$250 fine, levied against the unit owner, as well as a delay in moving in. Without the Board's waiver of the right of first refusal, you will be unable to close the sale. A copy of the required forms may be obtained from the managing agent.

...

Exhibit B, p. 9.

52. A section of the Rules entitled “Lease of Unit” provides:

Any unit owner leasing his/her unit (or renewing a lease) must give the Board not less than thirty days notice prior to the beginning date of the lease. Notification will consist of a copy of the proposed lease (or renewal) and a properly filled out application form. All proposed leases and renewals must state on their face that they are subject to the Declarations, By-Laws, and Rules and Regulations of the Association and are subject to the Board's approval. A credit check is required, with a fee of \$25.00 which must be paid by the owner at the time of the application. (No credit check or fee is required for proposed renewals to the same tenant.)

Failure to provide this information may result in a \$250 fine, levied against the unit owner, as well as a delay in moving in. Without the Board's waiver of the right of first refusal, you are not permitted to lease your unit. A copy of the required forms may be obtained from the managing agent.

No lease of a unit or renewal thereof shall be effective until approved in writing by the board of directors. **Said approval shall be at the discretion of the Board providing however, that the Board shall not approve any proposed lease or renewal and no unit owner shall lease a unit under the following circumstances:**

- 1) If the lease is for a period of less than one year or more than 18 months (except a unit owner selling a unit and renting back that same unit prior to moving);
- 2) If the lease or renewal, in conjunction with other leases of units, would result in more than four units being leased at the same time;
- 3) If the unit owner has previously leased his/her unit to the same or a different tenant; or
- 4) If the unit owner has not lived in the unit for a period of at least one year prior to the commencement of the proposed lease.

The above provisions do not apply to the Association in situations in which the Association has exercised its right of first refusal to purchase or lease a unit. However, any leasing of a unit by the Association shall count towards the requirements of (2) above.

Unit owners who sell their unit and then lease back that same unit must fill out a new application form, but a credit check is not required.

...

The provisions of these Rules and Regulations regarding leasing are enforceable by the Association through an action for eviction and otherwise. In the event of a violation of the Declarations, By-Laws, or these Rules and Regulations by a lessee, the Board in its discretion shall determine what action or actions are to be taken against the unit owner or lessee. The Board's actions may include fines, termination of the lease, eviction, and any other remedy allowed to it by law or otherwise. All expenses of the Association in connection with the enforcement of these provisions, in evicting a lessee, or in otherwise enforcing the Declarations, By-Laws or Rules and Regulations against a lessee, including attorneys' fees, shall be assessed against the account of the unit owner.

Exhibit B, pp. 4 – 6 (emphasis in original).

53. On September 19, 2019, in an attempt to protect the rights of condominium unit owners who do not desire to sell their condominium units in response to an offer for the bulk sale of a condominium building, the City Counsel of the City of Chicago passed an amendment to Title 13, Chapter 72 the Municipal Code of the City of Chicago (the “Code”).

54. Section 085 of Title 13, Chapter 72 of the Code provides, in pertinent part:

(a) Unless a greater percentage is provided for in the declaration or bylaws, not less than 85 percent of the unit owners of a condominium property may, by affirmative vote at a meeting of unit owners duly called for such purpose, elect to sell the property.

Chicago, Illinois, Municipal Code § 13-72-085.

Parker Covertly Initiates its Conspiracy to Acquire the BBTP Building

55. By October of 2018, Parker had targeted the BBTP Building and the condominium building located at 317 – 325 West Belden Avenue, Chicago, Illinois for possible acquisition.

56. Upon information and belief, agents of Parker and Weisen discussed Parker’s plans for possible acquisition of the BBTP Building.

57. In early October of 2018, Kirst received a call from Weisen, who proposed to Kirst that they meet with representatives of Parker to jointly sell the BBTP Building and the adjacent building to Parker.

58. Kirst then discussed Parker's desire to purchase the BBTP Building with Grove and McLaughlin.

59. Neither Weisen nor Kirst informed their respective condominium boards or unit owners of the meeting with Parker, nor sought or received authorization to engage in negotiations with Parker.

60. In late January 2019, Kirst, and Weisen, along with Grove and McLaughlin, met with Demetriou to discuss selling the BBTP Building to Parker.

61. At that meeting, or through subsequent communications, Kirst, Weisen, Grove, McLaughlin and Demetriou discussed Parker's strategy for the purchase of the BBTP Building, and reached an understanding that would facilitate an alternative plan for the take-over of BBTP in order to force a bulk-sale through the purchase of units in the BBTP Building.

62. Upon information and belief, Kirst, Weisen, Grove, McLaughlin and Demetriou further reached an understanding about the need to block BBTP from amending the Declaration to prevent a forced bulk-sale and block BBTP from exercising its right of first refusal regarding the purchase of any units in the BBTP Building.

63. In order to block BBTP from amending the Declaration or exercising its right of first refusal regarding the purchase of any units in the BBTP Building, Parker needed to own, or otherwise obtain the assistance of the owners of, condominium units comprising at least twenty-five percent of the voting rights in BBTP.

64. Thus, the participation of the owners of at least four condominium units within the BBTP Building would permit Parker to block BBTP from amending the Declaration to prevent a forced bulk-sale and block BBTP from exercising its right of first refusal regarding the purchase of any units in the BBTP Building.

65. Accordingly, with the participation of Kirst, Grove and McLaughlin – who collectively owned two units in the BBTP Building – Parker would need to obtain the votes of two additional units in order to block BBTP from amending the Declaration or exercising its right of first refusal.

66. However, in order to ensure the success of Parker and its co-conspirators' scheme, Parker needed to obtain the votes of two additional units without the other members of the Board or BBTP's unit owners becoming aware of the scheme.

67. At that January, 2019 meeting, Kirst told Demetriou to "make an offer" on the BBTP Building.

68. At that meeting, Demetriou and Weisen requested, expressly or impliedly, that Kirst, Grove and McLaughlin refrain from informing the Board or the other condominium unit owners that (1) the meeting had occurred or (2) that they had discussed the prospect of a bulk sale or any other form of sale of the BBTP Building to Parker.

69. Demetriou and Weisen further requested that Kirst, Grove and McLaughlin agree to vote against any attempt by BBTP to amend the Declaration to prevent the bulk-sale threshold and to reject any waiver of the BBTP's right of first refusal regarding any unit purchases by or for the benefit of Parker.

70. Kirst, Grove, and McLaughlin agreed that they would refrain from informing the Board or the other condominium unit owners that (1) the meeting had occurred or (2) that they had discussed the prospect of a bulk sale or any other form of sale of the BBTP Building to Parker.

71. Kirst, Grove and McLaughlin further agreed that they would vote against any attempt by BBTP to amend the Declaration to prevent the bulk-sale threshold and to reject any

waiver of the BBTP's right of first refusal regarding any unit purchases by or for the benefit of Parker.

72. No less than a week later Kirst, Grove, and McLaughlin attended the February 5, 2019 BBTP owners' meeting and Board election.

73. Kirst, Grove, and McLaughlin did not inform the Board or the other condominium unit owners present that (1) the meeting had occurred or (2) that they had discussed the prospect of a bulk sale or any other form of sale of the BBTP Building to Parker.

Parker Covertly Purchases 327 Belden Unit 3 in Violation of the Declaration

74. Parker then proceeded to covertly purchase condominium units within the BBTP Building, so as to ensure that the BBTP would not take defensive measures by amending the Declaration or by exercising its right of first refusal regarding the purchases.

75. On March 25, 2019, Goldman, on behalf of the Chicago Title Trust, submitted a written offer to the Pykoszes to purchase 327 Belden Unit 3, which they accepted on March 26, 2019.

76. At all times relevant hereto, Goldman was acting on behalf of and at the direction of Baum Revision, Demetriou, and Parker.

77. On March 29, 2019, after the purchase contract had already been executed, Michael Pykosz submitted a Notice of Intent to Sell to BBTP's property manager.

78. On April 9, 2019, Goldman submitted a Notice of Pending Purchase to BBTP's property manager, listing himself as the buyer of 327 Belden Unit 3, and listing his contact e-mail as "scott@baumrevision.com".

79. Goldman's statement that he would be the buyer of 327 Belden Unit 3 was knowingly false, designed to conceal the true purchaser of 327 Belden Unit 3, and had the effect

of misleading BBTP as to the identity of the purchaser of 327 Belden Unit 3. BBTP had no reasonable way of discovering that Goldman would not be the buyer of 327 Belden Unit 3.

80. On April 30, 2019, the sale of 327 Belden Unit 3 closed, and the Pykoszes conveyed the unit to Parker Trust No. 1.

81. Nearly two months later, on June 21, 2019, Demetriou submitted a second Notice of Pending Purchase to BBTP's property manager, listing himself as the buyer of 327 Belden Unit 3, and list his contact e-mail as "mike@baumrealty.com".

82. Demetriou's statement that he was the buyer of 327 Belden Unit 3 was knowingly false and designed to conceal the true purchaser of 327 Belden Unit 3.

83. At all times relevant hereto, Demetriou was acting on behalf of and at the direction of Baum Realty and Parker.

84. Given Kirst's knowledge of Parker's interest in acquiring the BBTP Building, Kirst either knew or had reason to believe, before the sale of 327 Belden Unit 3, that the Parker Trust No. 1, not Goldman, was the purchaser of 327 Belden Unit 3, and that beneficiary of the Chicago Title Trust is Parker or one of its agents.

85. Kirst did not disclose his knowledge or reasonable suspicion of Parker's interest to the Board.

86. At no time before or after the closing of the sale of 327 Belden Unit 3 did the Pykoszes, Goldman, Baum Revision, Chicago Title, Parker Trust No. 1., or Parker provide the Board with financial and character references of the proposed purchaser of 327 Belden Unit 3, as required by the Declaration and the Rules.

87. At no time before or after the closing of the sale of 327 Belden Unit 3 did the Pykoszes, Goldman, Baum Revision, Chicago Title, Parker Trust No. 1, or Parker disclose to the

Board the true identity of the purchaser of 327 Belden Unit 3 or that Parker is the beneficiary of Parker Trust No. 1.

88. BBTP was not aware, and could not have discovered through the exercise of reasonable diligence, that Parker Trust No.1 and Parker were the true purchasers of 327 Belden Unit 3.

89. Had the true identity of the purchaser of 327 Belden Unit 3 or that Parker is the beneficiary of Parker Trust No. 1 not been concealed from the Board, which information would have been material to the Board, the Board would have exercised its right of first refusal under the Declaration or other legal remedies.

90. Had Parker, Kirst or their other co-conspirators disclosed Parker's intent and scheme to procure the purchase of the BBTP Building, which information would have been material to the Board, the Board would have exercised its right of first refusal under the Declaration or other legal remedies in connection with the sale of 327 Belden Unit 3.

91. The Board never released or waived its first right and option to purchase 327 Belden Unit 3 in the manner provided by the Declaration and By-Laws. Alternatively, to the extent any waiver was expressed or implied, it was obtained under false and misleading pretenses or because material facts were intentionally concealed pursuant to Parker's later revealed plans to proceed "under the cover of night" (discussed further herein). Further, any vote by the Board to waive BBTP's right of first refusal was invalid, because Kirst's vote therein was invalid due to his undisclosed breaches of fiduciary duty and conflict of interest.

92. After its covert acquisition of 327 Belden Unit 3 through the Chicago Title Trust, Parker purportedly owned or controlled 7.66 percent of the voting rights in BBTP.

Parker Covertly Purchases 335 Belden Unit 1 in Violation of the Declaration

93. On April 5, 2019, Lyons, on behalf of Parker Trust No. 2, submitted a written offer to the Wades to purchase 335 Belden Unit 1, which they accepted on April 7, 2019.

94. At all times relevant hereto, Lyons was acting on behalf of, and at the direction of, Parker Trust No. 2 and Parker.

95. On April 8, 2019, after the purchase contract had already been executed, the Wades submitted a Notice of Intent to Sell 335 Belden Unit 1 to BBTP's property manager.

96. The Wades, Lyons, Parker Trust No. 2, and Parker's failure to disclose to the BBTP Parker Trust No. 2 and Parker's intent to purchase 335 Belden Unit 1 had the effect of misleading BBTP. BBTP had no reasonable way of discovering that Parker Trust No. 2 and Parker intended to purchase 335 Belden Unit 1.

97. On May 17, 2019, the sale of 335 Belden Unit 1 closed, and the Wades conveyed the unit to Parker Trust No. 2.

98. Given Kirst's knowledge of Parker's interest in acquiring the BBTP Building, Kirst either knew or had reason to believe, before and after the sale of 335 Belden Unit 1, that the sale would and did occur, the identity of the purchaser, and that Parker is the beneficiary of Parker Trust No. 2.

99. At no time before or after the closing of the sale of 335 Belden Unit 1 did the Wades, Lyons, Chicago Trust, Parker Trust No. 2, or Parker provide the Board with financial and character references of the proposed purchaser of 335 Belden Unit 1, as required by the Declaration and the Rules.

100. At no time before or after the closing of the sale of 335 Belden Unit 1 did the Wades, Lyons, Chicago Trust, the Chicago Trust, or Parker disclose to the Board that Parker is the beneficiary of Parker Trust No. 2.

101. BBTP was not aware, and could not have discovered through the exercise of reasonable diligence, that Parker Trust No.2 and Parker were the true purchasers of 335 Belden Unit 1.

102. Had identity of the purchaser of 335 Belden Unit 1 or that Parker is the beneficiary of Parker Trust No. 2 not been concealed from the Board, which information would have been material to the Board, the Board would have exercised its right of first refusal under the Declaration.

103. Had Parker disclosed its intent and scheme to procure the purchase of the BBTP Building, which information would have been material to the Board, the Board would have exercised its right of first refusal under the Declaration in connection with the sale of 335 Belden Unit 1.

104. The Board never released or waived its first right and option to purchase 335 Belden Unit 1 in the manner provided by the Declaration and By-Laws. Alternatively, to the extent any waiver was expressed or implied, it was obtained under false and misleading pretenses or because material facts were intentionally concealed pursuant to Parker's later-revealed plans to proceed "under the cover of night" (discussed further herein). Further, any vote by the Board to waive BBTP's right of first refusal was invalid, because Kirst's vote therein was invalid due to his undisclosed breaches of fiduciary duty and conflict of interest.

105. After its covert acquisition of 335 Belden Unit 1 through Parker Trust No. 2, Parker purportedly owned or controlled 15.58 percent of the voting rights in BBTP.

106. In October of 2019, in regards to the purchases of 327 Belden Unit 3 and 335 Belden Unit 1, representatives of Parker conceded during a public meeting that Parker “bought those two units under the cover of night.” Parker’s concession was memorialized in a January 8, 2020 CBS Chicago news article, a true and correct copy of which is attached hereto as **Exhibit C** and incorporated by reference herein.

107. Parker later communicated its “regret” for using the phrase “under the cover of night,” but has not apologized for its surreptitious purchases of 327 Belden Unit 3 and 335 Belden Unit 1, or agreed to de-access the units it fraudulently purchased. *See* Exhibit C.

108. After its purchases of 327 Belden Unit 3 and 335 Belden Unit 1, and along with Kirst, Grove, and McLaughlin’s collective ownership of 10.6 percent in BBTP, Parker and its co-conspirators possessed enough ownership in BBTP – 26.18 percent – to prevent any amendment of the Declaration or attempt by BBTP to exercise its right of first refusal regarding any future condominium unit purchases.

Parker Discloses its Intention to Acquire the BBTP Building

109. On April 30, Parker submitted a bulk sale offer for the BBTP Building to Kirst (the “Bulk Sale Offer”). The Bulk Sale Offer was presented via letter from Demetriou, and delivered personally to Kirst.

110. In the cover letter addressed to BBTP, Demetriou wrote:

Thank you so much for *contacting us regarding a potential transaction with your Board of Directors*. [emphasis added] We sincerely appreciate the candor, tone and patience you have shown in these initial conversations. Attached to this note is a formal letter of intent, from Francis W. Parker School (“Francis Parker”), to purchase your condominium association’s assets in bulk.

111. The Bulk Sale Offer was not immediately presented to the Board or the condominium unit owners.

112. Kirst was never authorized by the Board or the condominium unit owners to engage in any conversations with Parker about selling the BBTP Building in bulk. Nor did he disclose that such conversations had occurred or even that an inquiry about a Bulk Sale had been made by Parker or anyone else.

113. The other members of the Board and BBTP's condominium unit owners did not know, and had no way of knowing through the exercise of reasonable diligence, of Kirst's communications with Parker.

114. Notably, the same day Parker conveyed the Bulk Sale Offer to Kirst, Parker covertly purchased 327 Belden Unit 3.

115. On May 3, 2019, Kirst wrote the Board to schedule a meeting stating "There are a couple of new and old business items that I would like to review with you."

116. Kirst did not disclose his receipt of the Bulk Sale Offer in that email.

117. At Kirst's request, the Board met on May 7, 2019.

118. The May 7, 2019 Board Meeting, was the first time Kirst disclosed Parker's Bulk Sale Offer.

119. At the meeting, Kirst stated that on upon receipt of the Bulk Sale Offer from Parker he asked Demetriou to make clear in the letter that Kirst was only seeking bulk sale in his capacity as a "homeowner" and not as a representative or President of the Board.

120. Despite Kirst's self-serving request, Parker refused to revise any of its correspondence regarding the Bulk Sale Offer.

121. At the May 7, 2019 Board Meeting, Kirst passed around copies of the letter from Demetriou and Parker's Bulk Sale Offer, which stated that "he had represented the BBTP Board in his 'conversations' with Parker."

122. On May 8, 2019, Parker submitted a similar bulk sale offer to one or more neighboring buildings.

123. On June 14, 2019, the Principal of Parker – Dan Frank – and the President of the Parker Board – Rika Yoshida – sent a communication to the “Parker Community” in which Parker revealed that had “purchase[d] two units in” the BBTP Building and stated that “Parker has no specific plans for the use of these units or these buildings.” A true and correct copy of the June 14, 2019 communication is attached hereto as **Exhibit D**, and incorporated by reference herein.

124. Kirst received Parker’s June 14, 2019 communication the same day and forwarded it to BBTP’s unit owners, expressing hope that they would attend the next BBTP meeting to take place at Parker. *See Exhibit D.*

125. Parker’s June 14, 2019 communication was designed, in part, to induce BBTP into a false sense of security that Parker did not intend to attempt to acquire a sufficient number of units in the BBTP Building to force a bulk-sale.

126. This was the first time that BBTP and its unit owners, other than Kirst, Grove and McLaughlin, became aware that Parker had purchased units within the BBTP Building.

127. During a BBTP unit owner’s meeting on June 19, 2019, Demetriou explained Parker’s intentions and preparations regarding the Bulk Sale offer, including admitting that Parker undertook its initial activities “**under the cover of night**” so as to avoid their neighbors from discovering that Parker was involved because they knew that would not be well-received. He also admitted to discussing plans for a Bulk Sale with Kirst before the Bulk Sale Offer was presented to the Board or its unit owners. Pursuant to Section 18(a)(9) of the Illinois Condominium Property Act, all or a portion of this meeting was recorded, including Demetriou’s statements referenced above.

128. On June 27, 2019, the Board and an overwhelming majority of condominium unit owners rejected the Bulk Sale Offer and notified Parker that BBTP did not intend to engage in any further discussion concerning any bulk sale because the overwhelming majority of the BBTP's ownership had no interest in pursuing a bulk sale transaction in the foreseeable future. A true and correct copy of the June 27, 2019 correspondence sent on behalf of BBTP is attached hereto as **Exhibit E**, and incorporated by reference herein.

129. On August 5, 2019, the Board sent correspondence to the Parker Board of Trustees explaining the harm to BBTP caused by Parker's scheme, and requesting that Parker discuss de-accession of the units it had purchased to-date. A true and correct copy of BBTP's August 5, 2019 correspondence is attached hereto as **Exhibit F**, and incorporated by reference herein.

130. On August 21, 2019, the Parker Board of Trustees advised the Board that Parker's scheme to acquire the BBTP Building was initiated by Weisen and Kirst, that it would not sell its units in the BBTP Building, and that it would "continue to proceed as we have[.]" A true and correct copy of the August 21, 2019 correspondence sent on behalf of the Parker Board of Trustees is attached hereto as **Exhibit G**, and incorporated by reference herein.

131. Through its correspondence, the Parker Board of Trustees also informed the Board that "Parker has been transparent with the BBTP Board and owners as well as with the broader community." Exhibit G. This statement was knowingly false at least in so far as the Parker Board of Trustees, in concert with Goldman, Lyons, Baum Revision, Parker Trust No. 1 and Parker Trust No. 2, was aware that it had successfully concealed the identity of the true purchasers of 327 Belden Unit 3 335 Belden Unit 1, and Parker's beneficial interest in the same.

Parker Continues to Acquire Condominium Units Within the BBTP Building

132. Nonplussed by the failure of its Bulk Sale Offer, Parker and its co-conspirators moved quickly to proceed with their contingency plan to force BBTP to accept a bulk sale offer through a take-over of BBTP and the Board.

133. The same day Goldman, on behalf of the Chicago Title Trust, submitted a written offer to the Pykoszes to purchase 327 Belden Unit 3 – March 25, 2019 – Demetriou organized Belden Acquisition as a limited liability company to use as a vehicle to acquire additional condominium units within the BBTP Building.

134. The same day the Board rejected the Bulk Sale Offer – June 27, 2019 – Demetriou, on behalf of Belden, submitted a written offer to Daniel Martino for the purchase of 329 Belden Unit 3, which offer he accepted the next day.

135. That next day – June 28, 2019 – Daniel Martino notified the Board of his intent to sell 329 Belden Unit 3 and provided a copy of the executed sales contract.

136. Less than thirty days later, on July 19, 2019, the sale closed and the Martinos conveyed 329 Belden Unit 3 to Belden Acquisition.

137. At no time before or after the closing of the sale of 329 Belden Unit 3 did the Martinos, Belden Acquisition, Demetriou or Parker provide financial and character references for Belden Acquisition, as required by the Declaration and the Rules.

138. Moreover, the Board never released or waived its first right and option to purchase 329 Belden Unit 3 in the manner provided by the Declaration and By-Laws. Alternatively, to the extent any waiver was expressed or implied, it was obtained under false and misleading pretenses or because material facts were intentionally concealed pursuant to Parker's stated plans to proceed "under the cover of night". Indeed, by the time of the proposed sale, any attempt by the Board to

exercise BBTP's right of first refusal would have been futile because Parker and its co-conspirators possessed a sufficient percentage of ownership to block any vote of BBTP's owners. Further, any vote by the Board to waive BBTP's right of first refusal was invalid, because Kirst's vote therein was invalid due to his undisclosed breaches of fiduciary duty and conflict of interest.

139. After its acquisition of 329 Belden Unit 3 through Belden Acquisition, Parker purportedly owned or controlled 22.12 percent of the voting rights of BBTP.

140. Also on June 27, 2019, Demetriou, on behalf of Belden Acquisition, submitted a written offer to Le Deroff and Keller for the purchase of 335 Belden Unit 3, which they accepted on June 29, 2019.

141. On July 3, 2019, Le Deroff submitted a Notice of Intent to Sell 335 Belden Unit 3 to BBTP's property manager.

142. The same day, Demetriou submitted a Notice of Pending Purchase to BBTP's property manager, falsely identifying himself as the prospective buyer.

143. On July 22, 2019, an amendment raising the Declaration's threshold for bulk sale from seventy-five to ninety percent of common elements ownership was submitted to BBTP for passage. Demetriou, Parker Trust No. 1, Parker Trust No. 2, and Belden Acquisition refused to sign the amendment, thereby blocking this attempt to counter Parker and its co-conspirators' scheme.

144. On August 13, 2019, the sale closed and Le Deroff and Keller conveyed 335 Belden Unit 3 to Belden Acquisition.

145. At no time before or after the closing of the sale of 335 Belden Unit 3 did Le Deroff, Keller, Belden Acquisition, Demetriou, or Parker provide the Board with financial and character

references of the proposed purchaser of 327 Belden Unit 3, as required by the Declaration and the Rules.

146. Moreover, the Board never released or waived its first right and option to purchase 335 Belden Unit 3 in the manner provided by the Declaration and By-Laws. Alternatively, to the extent any waiver was expressed or implied, it was obtained under false and misleading pretenses or because material facts were intentionally concealed pursuant to Parker's stated plans to proceed "under the cover of night." Indeed, by the time of the proposed sale, any attempt by the Board to exercise BBTP's right of first refusal would have been futile because Parker and its co-conspirators possessed a sufficient percentage of ownership to block any vote of BBTP's owners. Further, any vote by the Board to waive BBTP's right of first refusal was invalid, because Kirst's vote therein was invalid due to his undisclosed breaches of fiduciary duty and conflict of interest.

147. After its acquisition of 335 Belden Unit 3 through Belden Acquisition, Parker purportedly owned or controlled 29.78 percent of the voting rights in BBTP.

148. On and after August 13, 2019, BBTP could no longer amend the Declaration, without the votes controlled by Parker, in order to increase the bulk sale threshold contained in the Declaration, or otherwise.

149. On October 8, 2019, Demetriou, on behalf of Belden Acquisition, submitted a written offer to McCally for the purchase of 327 Belden Unit 1, which he accepted on behalf of the McCally Trust on October 10, 2019.

150. On October 23, 2019, McCally submitted both a Notice of Intent to Sell and a Notice of Pending Sale to BBTP's property manager, and provided a copy of the sale contract.

151. On November 25, 2019, the sale closed and the McCally Trust conveyed 327 Belden Unit 1 to Belden Acquisition.

152. At no time before or after the closing of the sale of 327 Belden Unit 1 did McCally, the McCally Trust, Belden Acquisition, Demetriou or Parker provide financial and character references for Belden Acquisition, as required by the Declaration and the Rules.

153. Moreover, the Board never released or waived its first right and option to purchase 327 Belden Unit 1 in the manner provided by the Declaration and By-Laws. Alternatively, to the extent any waiver was expressed or implied, it was obtained under false and misleading pretenses or because material facts were intentionally concealed pursuant to Parker's stated plans to proceed "under the cover of night". Indeed, by the time of the proposed sale, any attempt by the Board to exercise BBTP's right of first refusal would have been futile because Parker and its co-conspirators possessed a sufficient percentage of ownership to block any vote of BBTP's owners. Further, any vote by the Board to waive BBTP's right of first refusal was invalid, because Kirst's vote therein was invalid due to his undisclosed breaches of fiduciary duty and conflict of interest.

154. After its acquisition of 327 Belden Unit 1 through Belden Acquisition, Parker purportedly owned or controlled 36.37 percent of the voting rights of BBTP.

155. On or before October 21, 2019, Demetriou, on behalf of Belden Acquisition, submitted a written offer to Harris for the purchase of 333 Belden Unit 1, which she accepted on October 21, 2019.

156. On October 31, 2019, Harris submitted both a Notice of Intent to Sell and a Notice of Pending Sale regarding 333 Belden Unit 1 to BBTP's property manager.

157. Less than thirty days later, on November 22, 2019, the sale closed and Harris conveyed 333 Belden Unit 1 to Belden Acquisition.

158. At no time before or after the closing of the sale of 333 Belden Unit 1 did Harris, Belden Acquisition, Demetriou, or Parker provide the Board with financial and character

references of the proposed purchaser of 333 Belden Unit 1, as required by the Declaration and the Rules.

159. Moreover, the Board never released or waived its first right and option to purchase 333 Belden Unit 1 in the manner provided by the Declaration and By-Laws. Alternatively, to the extent any waiver was expressed or implied, it was obtained under false and misleading pretenses or because material facts were intentionally concealed pursuant to Parker's stated plans to proceed "under the cover of night". Indeed, by the time of the proposed sale, any attempt by the Board to exercise BBTP's right of first refusal would have been futile because Parker and its co-conspirators possessed a sufficient percentage of ownership to block any vote of BBTP's owners. Further, any vote by the Board to waive BBTP's right of first refusal was invalid, because Kirst's vote therein was invalid due to his undisclosed breaches of fiduciary duty and conflict of interest.

160. After its acquisition of 333 Belden Unit 1 through Belden Acquisition, Parker purportedly owned or controlled 43.7 percent of the common elements of BBTP.

161. Should Parker acquire any additional condominium unit within the BBTP Building, it will control a sufficient number of votes to unilaterally elect future members of the Board.

162. Parker and its co-conspirators' scheme to force a bulk-sale of the BBTP Building through its covert and overt purchases of condominium units has substantially damaged BBTP and its other unit owners.

163. Parker's ownership of six condominium units in the BBTP Building, combined with its publicly expressed intent to continue in its attempts to acquire additional units, has greatly diminished or eliminated the marketability of condominium units in the BBTP Building to any prospective buyer other than Parker due to the possibility that Parker would force a bulk-sale, thereby ejecting such prospective buyer from their unit.

164. Because the market for the purchase of condominium units in the BBTP Building is now effectively relegated to one prospective buyer, Parker has and will continue to be able to dictate the purchase price of condominium units in the BBTP Building, to its great financial benefit, and thereby lowering the market values of all condominium units in the BBTP Building.

COUNT I

(Common-law Fraud Against Parker, Goldman, Baum Revision, Chicago Title, Lyons, Chicago Trust, Demetriou, Baum Realty, Belden Acquisition and Kirst)

165. BBTP re-alleges paragraphs 1 through 164 of the foregoing as if fully alleged herein.

166. In relation to the sale of 327 Belden Unit 3, Parker, Goldman, Baum Revision, Demetriou, Baum Realty, Chicago Title, and Kirst had a duty under the Declaration, the Rules, and otherwise to disclose to the BBTP and the Board, both before and after the sale, the identity of the purchaser and that Parker is the beneficiary of the purchaser.

167. Additionally, based upon its public statements and avowed philosophy, Parker had a duty to BBTP and its neighbors to disclose its intent to purchase, through Chicago Title, 327 Belden Unit 3.

168. The true identity of the purchaser of 327 Belden Unit 3 and that Parker is the beneficiary of the true purchaser are material to BBTP and the Board.

169. Parker, Goldman, Baum Revision, Demetriou, Baum Realty, Chicago Title, and Kirst concealed from BBTP and the Board the true identity of the purchaser of 327 Belden Unit 3 and that Parker is the beneficiary of the purchaser.

170. Parker, Goldman, Baum Revision, Demetriou, Baum Realty, Chicago Title, and Kirst's concealment of the true identity of purchaser of the 327 Belden Unit 3, and that Parker is the beneficiary of the purchaser, was intended to induce a false belief in BBTP and the Board that

Parker Trust No. 1 was not the purchaser of the unit and that Parker was not the beneficiary of the Parker Trust No. 1.

171. The BBTP and the Board could not have discovered through reasonable inquiry that 327 Belden Unit 3 was being sold to the Parker Trust No.1 and that Parker is the beneficiary of the Parker Trust No. 1.

172. The BBTP and the Board relied upon Parker, Goldman, Baum Revision, Demetriou, Baum Realty, Chicago Title and Kirst's silence as an indication that 327 Belden Unit 3 was not being sold to Parker Trust No.1, and that Parker is not the beneficiary of the Parker Trust No. 1.

173. BBTP and the Board would have acted differently, including by amending the Declaration and exercising its right of first refusal, had it known that 327 Belden Unit 3 was being sold to Parker Trust No.1, and that Parker is the beneficiary of the Parker Trust No. 1, which reliance resulted in an injury to BBTP.

174. Goldman and Baum Revision's statement that Goldman would be the purchaser of 327 Belden Unit 3 was knowingly false, and intended to induce BBTP and the Board to refrain from acting.

175. BBTP and the Board reasonably relied on the truth of Goldman and Baum Revision's statement, which reliance resulted in damages.

176. Demetriou and Baum Realty's statement that Demetriou was the purchaser of 327 Belden Unit 3 was knowingly false, and intended to induce BBTP and the Board to refrain from acting.

177. BBTP and the Board reasonably relied on the truth of Demetriou and Baum Realty's statement, which reliance resulted in damages.

178. In relation to the sale of 335 Belden Unit 1, Parker, Lyons, Chicago Trust and Kirst had a duty under the Declaration, the Rules, and otherwise to disclose to the BBTP and the Board, both before and after the sale, that the sale would and did occur, the identity of the purchaser, and that Parker is the beneficiary of the purchaser.

179. Additionally, based upon its public statements and avowed philosophy, Parker had a duty to BBTP and its neighbors to disclose its intent to purchase, through Chicago Trust, 335 Belden Unit 1.

180. The fact of the intended and closed sale of 335 Belden Unit 1, true identity of the purchaser of the unit, and that Parker is the beneficiary of the true purchaser are material to BBTP and the Board.

181. Parker, Lyons, Chicago Trust and Kirst concealed from BBTP and the Board the fact of the intended and closed sale of 335 Belden Unit 1, the true identity of the purchaser of the unit, and that Parker is the beneficiary of the purchaser.

182. Parker, Lyons, Chicago Trust and Kirst's concealment of the fact of the intended and closed sale of 335 Belden Unit 1, the true identity of purchaser of the unit, and that Parker is the beneficiary of the purchaser was intended to induce a false belief in BBTP and the Board that 335 Belden Unit 1 was not being sold, or alternatively that Parker Trust No. 1 was not the purchaser of the unit, or alternatively that Parker was not the beneficiary of the Parker Trust No. 1.

183. The BBTP and the Board could not have discovered through reasonable inquiry that 335 Belden Unit 1 was being sold, that it was being sold to the Parker Trust No.2, and that Parker is the beneficiary of the Parker Trust No. 2.

184. The BBTP and the Board relied upon Parker, Lyons, Chicago Trust and Kirst's silence as an indication that 335 Belden Unit 1 was not being sold to Parker Trust No.2, and that Parker is not the beneficiary of the Parker Trust No. 2.

185. BBTP and the Board would have acted differently, including by amending the Declaration and exercising its right of first refusal, had it known that 335 Belden Unit 1 was being sold to Parker Trust No. 2, and that Parker is the beneficiary of the Parker Trust No. 2, which reliance resulted in an injury to BBTP.

186. As a direct and proximate result of the fraudulent acts and omissions of Parker, Goldman, Baum Revision, Chicago Title, Lyons, Chicago Trust, Demetriou, Baum Realty, Belden Acquisition and Kirst, BBTP has sustained damages in excess of \$50,000.00.

187. The willful and wanton conduct of Parker, Goldman, Baum Revision, Chicago Title, Lyons, Chicago Trust, Demetriou, Baum Realty, Belden Acquisition and Kirst justifies an award of punitive damages in order to punish these defendants and to deter others from engaging in similar conduct.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that judgment be entered in its favor, and against Defendants Francis W. Parker School, Scott Goldman, Baum Revision, LLC, Chicago Title and Land Trust Company, Douglas Lyons, Principal Services Trust Company, Michael Demetriou, Baum Realty Group, LLC, Belden Acquisition, LLC and Matthew Kirst, joint and severally:

- a. Awarding an amount compensatory damages and prejudgment interest to be determined at trial;
- b. Awarding punitive damages in an amount to be determined at trial;
- c. Awarding costs, expenses, and reasonable attorney's fees; and

d. For all other and further relief as this Court deems just and equitable.

COUNT II

(Conspiracy to Commit Fraud Against Parker, Goldman, Baum Revision, Chicago Title, Lyons, Chicago Trust, Demetriou, Baum Realty, Belden Acquisition, Kirst, Weisen, the Pykoszes, the Wades, the Martinos, McCally and Harris)

188. BBTP re-alleges paragraphs 1 through 187 of the foregoing as if fully alleged herein.

189. Defendants combined in a conspiracy to fraudulently conceal Parker's condominium unit purchases in the BBTP Building, its efforts to achieve a take-over of the BBTP, and to fraudulently mislead BBTP and the Board.

190. Defendants were aware of and agreed to the objectives of the conspiracy.

191. In furtherance of their conspiracy, one or more of the Defendants committed overtly tortious or unlawful acts, including by misleading and concealing from BBTP and the Board the true identity of the purchasers of condominium units in the BBTP Building, and by failing to comply with the requirements of the Declaration.

192. As a direct and proximate result of the acts and omissions of the Defendants, BBTP has sustained damages in excess of \$50,000.00.

193. The willful and wanton conduct of the Defendants justifies an award of punitive damages in order to punish these Defendants and to deter others from engaging in similar conduct.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that judgment be entered in its favor, and against Defendants Francis W. Parker School, Scott Goldman, Baum Revision, LLC, Chicago Title and Land Trust Company, Douglas Lyons, Principal Services Trust Company, Michael Demetriou, Baum Realty Group, LLC, Belden Acquisition, LLC, Matthew Kirst, Robert Weisen, Michael Pykosz, Lindsay Pykosz, John Wade, Natalie Wade, Daniel Martino, Kacey

Martino, Valerie Le Deroff, Alexander Keller, Albert McCally III, and Mattie Harris, joint and severally:

- a. Awarding an amount compensatory damages and prejudgment interest to be determined at trial;
- b. Awarding punitive damages in an amount to be determined at trial;
- c. Awarding costs, expenses, and reasonable attorney's fees; and
- d. For all other and further relief as this Court deems just and equitable.

COUNT III
(Breach of Fiduciary Duty Against Kirst)

194. BBTP re-alleges paragraphs 1 through 193 of the foregoing as if fully alleged herein.

195. As a member of the Board and its President, Kirst owed fiduciary duties, including the fiduciary duties of care and loyalty, to BBTP and its condominium unit owners.

196. To comply with his fiduciary duty of care, Kirst was required to refrain from engaging in grossly negligent or reckless conduct, or knowing violations of the law.

197. To comply with his fiduciary duty of loyalty, Kirst was required to act in good faith and in BBTP and its unit owners' best interest, to affirmatively disclose information to the BBTP and the unit owners that falls within the scope of the fiduciary relationship, and to remain obedient and faithful to BBTP's purpose and mission.

198. In violation of his fiduciary duties Kirst intentionally and recklessly failed to disclose to BBTP and its unit owners his meeting with Parker and Demetriou regarding Parker's desire to purchase the BBTP Building.

199. In violation of his fiduciary duties Kirst intentionally and recklessly failed to obtain the consent of BBTP and its unit owners before negotiating with Parker and Demetriou regarding Parker's desire to purchase the BBTP Building.

200. In violation of his fiduciary duties Kirst intentionally and recklessly failed to disclose to BBTP and its unit owners Parker, Goldman, Baum Revision, Chicago Title, Lyons, Chicago Trust, Demetriou, Baum Realty, Belden Acquisition and his conspiracy and agreement to covertly and overtly purchase units within the BBTP Building in order to force a bulk sale.

201. In violation of his fiduciary duties Kirst intentionally and recklessly failed to disclose to BBTP and its unit owners the identity of the true purchasers of 327 Belden Unit 3 and 335 Belden Unit 1 and that Parker is the beneficiary of Parker Trust No. 1 and Parker Trust No 2.

202. Upon information and belief, Kirst stood to benefit from Parker and its co-conspirators' fraudulent scheme.

203. As a direct and proximate result of Kirst's breaches of his fiduciary duties, BBTP has sustained damages in excess of \$50,000.00.

204. The willful and wanton conduct of Kirst justifies an award of punitive damages in order to punish these defendants and to deter others from engaging in similar conduct.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that judgment be entered in its favor, and against Defendant Matthew Kirst:

- a. Awarding an amount compensatory damages and prejudgment interest to be determined at trial;
- b. Awarding punitive damages in an amount to be determined at trial;
- c. Awarding costs, expenses, and reasonable attorney's fees; and
- d. For all other and further relief as this Court deems just and equitable.

COUNT IV**(Aiding and Abetting Breach of Fiduciary Duty Against Parker, Goldman, Baum Revision, Chicago Title, Lyons, Chicago Trust, Demetriou, Baum Realty, Belden Acquisition and Weisen)**

205. BBTP re-alleges paragraphs 1 through 204 of the foregoing as if fully alleged herein.

206. At all times relevant hereto, Parker, Goldman, Baum Revision, Chicago Title, Lyons, Chicago Trust, Demetriou, Baum Realty, Belden Acquisition and Weisen knew that Kirst was a member of the Board and its President, that Kirst owed fiduciary duties to the BBTP and its unit owners, and that he was required to disclose: his meeting with Parker and Demetriou regarding Parker's desire to purchase the BBTP Building; Parker and its co-conspirator's scheme to covertly and overtly purchase units within the BBTP Building in order to force a bulk sale; the identity of the true purchasers of 327 Belden Unit 3 and 335 Belden Unit 1; and that Parker is the beneficiary of Parker Trust No. 1 and Parker Trust No 2.

207. Integral to the fraudulent conspiracy of Kirst, Parker, Goldman, Baum Revision, Chicago Title, Lyons, Chicago Trust, Demetriou, Baum Realty, Belden Acquisition, and Weisen was that the members of the Board and BBTP's unit owners, other than Kirst, Grove and McLaughlin, not learn of the conspiracy or its objectives.

208. Accordingly, Parker, Goldman, Baum Revision, Chicago Title, Lyons, Chicago Trust, Demetriou, Baum Realty and Belden Acquisition gave substantial assistance and encouragement to Kirst to refrain from disclosing to BBTP and its unit owners his meeting with Parker and Demetriou regarding Parker's desire to purchase the BBTP Building, Parker and its co-conspirator's scheme to covertly and overtly purchase units within the BBTP Building in order to force a bulk sale, the identity of the true purchasers of 327 Belden Unit 3 and 335 Belden Unit 1, and that Parker is the beneficiary of Parker Trust No. 1 and Parker Trust No 2.

209. As a direct and proximate result of Parker, Goldman, Baum Revision, Chicago Title, Lyons, Chicago Trust, Demetriou, Baum Realty, Belden Acquisition and Weisen's aiding and abetting of Kirst's breaches of his fiduciary duties, BBTP has sustained damages in excess of \$50,000.00.

210. The willful and wanton conduct of Parker, Goldman, Baum Revision, Chicago Title, Lyons, Chicago Trust, Demetriou, Baum Realty, Belden Acquisition and Weisen justifies an award of punitive damages in order to punish these defendants and to deter others from engaging in similar conduct.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that judgment be entered in its favor, and against Defendants Francis W. Parker School, Scott Goldman, Baum Revision, LLC, Chicago Title and Land Trust Company, Douglas Lyons, Principal Services Trust Company, Michael Demetriou, Baum Realty Group, LLC, Belden Acquisition, LLC and Robert Weisen, joint and severally:

- a. Awarding an amount compensatory damages and prejudgment interest to be determined at trial;
- b. Awarding punitive damages in an amount to be determined at trial;
- c. Awarding costs, expenses, and reasonable attorney's fees; and
- d. For all other and further relief as this Court deems just and equitable.

COUNT V
(Breach of the Declaration/Rescission of Sale Against Chicago Title and the Pykoszes)

211. BBTP re-alleges paragraphs 1 through 210 of the foregoing as if fully alleged herein.

212. The Declaration constitutes a legally valid and enforceable covenant running with the ownership of all condominium units within the BBTP Building, to which BBTP and each unit owner therein is bound.

213. Pursuant to the Declaration and the Rules, the Pykoszes and/or Chicago Title were required to give the Board at least thirty days prior written notice of their intent to sell 327 Belden Unit 3, and subsequently, the terms and a copy of any proposed sale contract, the name, address and financial and character references of the proposed purchaser, a properly filled out application form, and a fee of \$25.00. *See* Exhibit A, Art. IX, § 1; Exhibit B, p. 9.

214. Pursuant to the Declaration and the Rules the Pykoszes were required to afford the BBTP and the Board the first right and option to purchase 327 Belden Unit 3 upon the same terms contained in their written contract with the prospective purchaser, which the Board was entitled to exercise within thirty days following receipt of a compliant notice of contract. *See* Exhibit A, Art. IX, § 1.

215. In violation of the Declaration and the Rules, the Pykoszes failed to give the Board at least thirty days prior written notice of their intent to sell 327 Belden Unit 3.

216. In violation of the Declaration and the Rules, the Pykoszes failed to give the Board the terms and a copy of the proposed sale contract, the name, address and financial and character references of the proposed purchaser, a properly filled out application form, and a fee of \$25.00.

217. In violation of the Declaration and the Rules, the Pykoszes failed to afford the BBTP and the Board the first right and option to purchase 327 Belden Unit 3 upon the same terms contained in their written contract with the prospective purchaser, for a period of at least thirty days following the receipt by the Board of a compliant notice of contract.

218. The Pykoszes' breaches of the Declaration and the Rules were material.

219. As a direct and proximate result of the Pykoszes' breaches of the Declaration and Rules, the BBTP has sustained damages in excess of \$50,000, including the first right and option to purchase 327 Belden Unit 3.

220. The Pykoszes' breaches of the Declaration and Chicago Title and its co-conspirators' fraud in connection with the sale and purchase of 327 Belden Unit 3 requires rescission of the sale such that the parties be returned to the status before the sale.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that judgment be entered in its favor, and against Defendants Michael Pykosz, Lindsay Pykosz, and Chicago Title Land Trust Company:

- a. Awarding an amount compensatory damages and prejudgment interest to be determined at trial;
- b. Rescinding the sale and transfer of 327 Belden Unit 3 from Michael Pykosz and Lindsay Pykosz to Chicago Title Land Trust Company, as trustee under a Trust Agreement dated March 25, 2019 and known as Trust Number 8002380456;
- c. Awarding costs, expenses, and reasonable attorney's fees; and
- d. For all other and further relief as this Court deems just and equitable.

COUNT VI

(Breach of the Declaration/Rescission of Sale Against Chicago Trust and the Wades)

221. BBTP re-alleges paragraphs 1 through 220 of the foregoing as if fully alleged herein.

222. The Declaration constitutes a legally valid and enforceable covenant running with the ownership of all condominium units within the BBTP Building, to which BBTP and each unit owner therein is bound.

223. Pursuant to the Declaration and the Rules, the Wades and/or Chicago Trust were required to give the Board at least thirty days prior written notice of their intent to sell 335 Belden Unit 1, and subsequently, the terms and a copy of any proposed sale contract, the name, address and financial and character references of the proposed purchaser, a properly filled out application form, and a fee of \$25.00. *See* Exhibit A, Art. IX, § 1; Exhibit B, p. 9.

224. Pursuant to the Declaration and the Rules, the Wades were required to afford the BBTP and the Board the first right and option to purchase 335 Belden Unit 1 upon the same terms contained in their written contract with the prospective purchaser, which the Board was entitled to exercise within thirty days following receipt of a compliant notice of contract. *See* Exhibit A, Art. IX, § 1.

225. In violation of the Declaration and the Rules, the Wades failed to give the Board at least thirty days prior written notice of their intent to sell 335 Belden Unit 1.

226. In violation of the Declaration and the Rules, the Wades failed to give the Board financial and character references of the proposed purchaser, a properly filled out application form, and a fee of \$25.00.

227. In violation of the Declaration and the Rules, the Wades failed to afford the BBTP and the Board the first right and option to purchase 335 Belden Unit 1 upon the same terms contained in their written contract with the prospective purchaser, for a period of at least thirty days following the receipt by the Board of a compliant notice of contract

228. Alternatively, to the extent any waiver was expressed or implied, it was obtained under false and misleading pretenses or because material facts were intentionally concealed pursuant to Parker's stated plans to proceed "under the cover of night". Further, any vote by the

Board to waive BBTP's right of first refusal was invalid, because Kirst's vote therein was invalid due to his undisclosed breaches of fiduciary duty and conflict of interest.

229. The Wades' breaches of the Declaration and the Rules were material.

230. As a direct and proximate result of the Wades' breaches of the Declaration and Rules, the BBTP has sustained damages in excess of \$50,000, including the first right and option to purchase 327 Belden Unit 3.

231. The Wades' breaches of the Declaration and Chicago Trust and its co-conspirators' fraud in connection with the sale and purchase of 327 Belden Unit 3 requires rescission of the sale such that the parties be returned to the status before the sale.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that judgment be entered in its favor, and against Defendants John Wade, Natalie Wade, and Principal Services Trust Company:

- a. Awarding an amount compensatory damages and prejudgment interest to be determined at trial;
- b. Rescinding the sale and transfer of 335 Belden Unit 1 from John Wade and Natalie Wade to Principal Services Trust Company, formerly known as the Chicago Trust Company, N.A., as trustee under a Trust Agreement dated March 27, 2019 and known as Trust Number SBL-4777;
- c. Awarding costs, expenses, and reasonable attorney's fees; and
- d. For all other and further relief as this Court deems just and equitable.

COUNT VII

(Breach of the Declaration/Rescission of Sale Against Belden Acquisition and the Martinos)

232. BBTP re-alleges paragraphs 1 through 231 of the foregoing as if fully alleged herein.

233. The Declaration constitutes a legally valid and enforceable covenant running with the ownership of all condominium units within the BBTP Building, to which BBTP and each unit owner therein is bound.

234. Pursuant to the Declaration and the Rules, the Martinos and/or Belden Acquisition were required to give the Board at least thirty days prior written notice of their intent to sell 329 Belden Unit 3, and subsequently, the terms and a copy of any proposed sale contract, the name, address and financial and character references of the proposed purchaser, a properly filled out application form, and a fee of \$25.00. *See* Exhibit A, Art. IX, § 1; Exhibit B, p. 9.

235. Pursuant to the Declaration and the Rules the Martinos were required to afford the BBTP and the Board the first right and option to purchase 329 Belden Unit 3 upon the same terms contained in their written contract with the prospective purchaser, which the Board was entitled to exercise within thirty days following receipt of a compliant notice of contract. *See* Exhibit A, Art. IX, § 1.

236. In violation of the Declaration and the Rules, the Martinos failed to give the Board at least thirty days prior written notice of their intent to sell 329 Belden Unit 3.

237. In violation of the Declaration and the Rules, the Martinos failed to provide the Board with financial and character references of the proposed purchaser, a properly filled out application form, and a fee of \$25.00.

238. In violation of the Declaration and the Rules, the Martinos failed to afford the BBTP and the Board the first right and option to purchase 329 Belden Unit 3 upon the same terms contained in their written contract with the prospective purchaser, for a period of at least thirty days following the receipt by the Board of a compliant notice of contract.

239. Alternatively, to the extent any waiver was expressed or implied, it was obtained under false and misleading pretenses or because material facts were intentionally concealed pursuant to Parker's stated plans to proceed "under the cover of night". Further, any vote by the Board to waive BBTP's right of first refusal was invalid, because Kirst's vote therein was invalid due to his undisclosed breaches of fiduciary duty and conflict of interest.

240. The Martinos' breaches of the Declaration and the Rules were material.

241. As a direct and proximate result of the Martinos' breaches of the Declaration and Rules, the BBTP has sustained damages in excess of \$50,000, including the first right and option to purchase 329 Belden Unit 3.

242. The Martinos' breaches of the Declaration and Chicago Trust and its co-conspirators' fraud in connection with the sale and purchase of 329 Belden Unit 3 requires rescission of the sale such that the parties be returned to the status before the sale.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that judgment be entered in its favor, and against Defendants Daniel Martino, Kacey Martino, and Belden Acquisition, LLC:

- a. Awarding an amount compensatory damages and prejudgment interest to be determined at trial;
- b. Rescinding the sale and transfer of 329 Belden Unit 3 from Daniel Martino and Kacey Martino to Belden Acquisition, LLC;
- c. Awarding costs, expenses, and reasonable attorney's fees; and
- d. For all other and further relief as this Court deems just and equitable.

COUNT VIII
(Breach of the Declaration/Rescission of Sale Against Belden Acquisition, Le Deroff and Keller)

243. BBTP re-alleges paragraphs 1 through 242 of the foregoing as if fully alleged herein.

244. The Declaration constitutes a legally valid and enforceable covenant running with the ownership of all condominium units within the BBTP Building, to which BBTP and each unit owner therein is bound.

245. Pursuant to the Declaration and the Rules, Le Deroff, Keller, and/or Belden Acquisition were required to give the Board at least thirty days prior written notice of their intent to sell 335 Belden Unit 3, and subsequently, the terms and a copy of any proposed sale contract, the name, address and financial and character references of the proposed purchaser, a properly filled out application form, and a fee of \$25.00. *See* Exhibit A, Art. IX, § 1; Exhibit B, p. 9.

246. Pursuant to the Declaration and the Rules the Le Deroff and Keller were required to afford the BBTP and the Board the first right and option to purchase 335 Belden Unit 3 upon the same terms contained in their written contract with the prospective purchaser, which the Board was entitled to exercise within thirty days following receipt of a compliant notice of contract. *See* Exhibit A, Art. IX, § 1.

247. In violation of the Declaration and the Rules, Le Deroff and Keller failed to give the Board at least thirty days prior written notice of their intent to sell 335 Belden Unit 3.

248. In violation of the Declaration and the Rules, Le Deroff and Keller failed to provide the Board with financial and character references of the proposed purchaser, a properly filled out application form, and a fee of \$25.00.

249. In violation of the Declaration and the Rules, Le Deroff and Keller failed to afford BBTP and the Board the first right and option to purchase 335 Belden Unit 3 upon the same terms contained in their written contract with the prospective purchaser, for a period of at least thirty days following the receipt by the Board of a compliant notice of contract

250. Alternatively, to the extent any waiver was expressed or implied, it was obtained under false and misleading pretenses or because material facts were intentionally concealed pursuant to Parker's stated plans to proceed "under the cover of night". Further, any vote by the Board to waive BBTP's right of first refusal was invalid, because Kirst's vote therein was invalid due to his undisclosed breaches of fiduciary duty and conflict of interest.

251. Le Deroff and Keller's breaches of the Declaration and the Rules were material.

252. As a direct and proximate result of Le Deroff and Keller's breaches of the Declaration and Rules, BBTP has sustained damages in excess of \$50,000, including the first right and option to purchase 335 Belden Unit 3.

253. Le Deroff and Keller's breaches of the Declaration and Belden Acquisition and its co-conspirators' fraud in connection with the sale and purchase of 335 Belden Unit 3 requires rescission of the sale such that the parties be returned to the status before the sale.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that judgment be entered in its favor, and against Defendants Valerie Le Deroff, Alexander Keller, and Belden Acquisition, LLC:

- a. Awarding an amount compensatory damages and prejudgment interest to be determined at trial;
- b. Rescinding the sale and transfer of 335 Belden Unit 3 from Valerie Le Deroff and Alexander Keller to Belden Acquisition, LLC;

- c. Awarding costs, expenses, and reasonable attorney's fees; and
- d. For all other and further relief as this Court deems just and equitable.

COUNT IX
(Breach of the Declaration/Rescission of Sale Against McCally and Belden Acquisition)

254. BBTP re-alleges paragraphs 1 through 253 of the foregoing as if fully alleged herein.

255. The Declaration constitutes a legally valid and enforceable covenant running with the ownership of all condominium units within the BBTP Building, to which BBTP and each unit owner therein is bound.

256. Pursuant to the Declaration and the Rules, the McCally Trust and/or Belden Acquisition were required to give the Board at least thirty days prior written notice of their intent to sell 327 Belden Unit 1, and subsequently, the terms and a copy of any proposed sale contract, the name, address and financial and character references of the proposed purchaser, a properly filled out application form, and a fee of \$25.00. *See* Exhibit A, Art. IX, § 1; Exhibit B, p. 9.

257. Pursuant to the Declaration and the Rules, the McCally Trust was required to afford the BBTP and the Board the first right and option to purchase 327 Belden Unit 1 upon the same terms contained in their written contract with the prospective purchaser, which the Board was entitled to exercise within thirty days following receipt of a compliant notice of contract. *See* Exhibit A, Art. IX, § 1.

258. In violation of the Declaration and the Rules, the McCally Trust failed to give the Board at least thirty days prior written notice of its intent to sell 327 Belden Unit 1.

259. In violation of the Declaration and the Rules, the McCally Trust failed to give the Board the financial and character references of the proposed purchaser, a properly filled out application form, and a fee of \$25.00.

260. In violation of the Declaration and the Rules, the McCally Trust failed to afford the BBTP and the Board the first right and option to purchase 327 Belden Unit 1 upon the same terms contained in their written contract with the prospective purchaser, for a period of at least thirty days following the receipt by the Board of a compliant notice of contract

261. Alternatively, to the extent any waiver was expressed or implied, it was obtained under false and misleading pretenses or because material facts were intentionally concealed pursuant to Parker's stated plans to proceed "under the cover of night". Further, any vote by the Board to waive BBTP's right of first refusal was invalid, because Kirst's vote therein was invalid due to his undisclosed breaches of fiduciary duty and conflict of interest.

262. The McCally Trust's breaches of the Declaration and the Rules were material.

263. As a direct and proximate result of the McCally Trust's breaches of the Declaration and Rules, the BBTP has sustained damages in excess of \$50,000, including the first right and option to purchase 327 Belden Unit 1.

264. The McCally Trust's breaches of the Declaration and Belden Acquisition and its co-conspirators' fraud in connection with the sale and purchase of 327 Belden Unit 1 requires rescission of the sale such that the parties be returned to the status before the sale.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that judgment be entered in its favor, and against Defendants Albert McCally III, as trustee under a Trust Agreement dated September 2, 1999 and known as the Albert Ward McCally III Trust, and Belden Acquisition, LLC:

- a. Awarding an amount compensatory damages and prejudgment interest to be determined at trial;

- b. Rescinding the sale and transfer of 327 Belden Unit 1 from Albert McCally III, as trustee under a Trust Agreement dated September 2, 1999 and known as the Albert Ward McCally III Trust to Belden Acquisition, LLC;
- c. Awarding costs, expenses, and reasonable attorney's fees; and
- d. For all other and further relief as this Court deems just and equitable.

COUNT X

(Breach of the Declaration/Rescission of Sale Against Belden Acquisition and Harris)

265. BBTP re-alleges paragraphs 1 through 264 of the foregoing as if fully alleged herein.

266. The Declaration constitutes a legally valid and enforceable covenant running with the ownership of all condominium units within the BBTP Building, to which BBTP and each unit owner therein is bound.

267. Pursuant to the Declaration and the Rules, Harris and/or Belden Acquisition were required to give the Board at least thirty days prior written notice of their intent to sell 333 Belden Unit 1, and subsequently, the terms and a copy of any proposed sale contract, the name, address and financial and character references of the proposed purchaser, a properly filled out application form, and a fee of \$25.00. *See Exhibit A, Art. IX, § 1; Exhibit B, p. 9.*

268. Pursuant to the Declaration and the Rules, Harris was required to afford the BBTP and the Board the first right and option to purchase 333 Belden Unit 1 upon the same terms contained in their written contract with the prospective purchaser, which the Board was entitled to exercise within thirty days following receipt of a compliant notice of contract. *See Exhibit A, Art. IX, § 1.*

269. In violation of the Declaration and the Rules, Harris failed to give the Board at least thirty days prior written notice of their intent to sell 333 Belden Unit 1.

270. In violation of the Declaration and the Rules, Harris failed to provide the Board with address and financial and character references of the proposed purchaser, a properly filled out application form, and a fee of \$25.00.

271. In violation of the Declaration and the Rules, Harris failed to afford the BBTP and the Board the first right and option to purchase 333 Belden Unit 1 upon the same terms contained in their written contract with the prospective purchaser, for a period of at least thirty days following the receipt by the Board of a compliant notice of contract.

272. Alternatively, to the extent any waiver was expressed or implied, it was obtained under false and misleading pretenses or because material facts were intentionally concealed pursuant to Parker's stated plans to proceed "under the cover of night". Further, any vote by the Board to waive BBTP's right of first refusal was invalid, because Kirst's vote therein was invalid due to his undisclosed breaches of fiduciary duty and conflict of interest.

273. Harris' breaches of the Declaration and the Rules were material.

274. As a direct and proximate result of Harris' breaches of the Declaration and Rules, the BBTP has sustained damages in excess of \$50,000, including the first right and option to purchase 333 Belden Unit 1.

275. Harris' breaches of the Declaration and Chicago Trust and its co-conspirators' fraud in connection with the sale and purchase of 333 Belden Unit 1 requires rescission of the sale such that the parties be returned to the status before the sale.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that judgment be entered in its favor, and against Defendants Mattie Harris and Belden Acquisition, LLC:

- a. Awarding an amount compensatory damages and prejudgment interest to be determined at trial;

- b. Rescinding the sale and transfer of 333 Belden Unit 1 from Mattie Harris to Belden Acquisition, LLC;
- c. Awarding costs, expenses, and reasonable attorney's fees; and
- d. For all other and further relief as this Court deems just and equitable.

COUNT XI
(Declaratory Judgment Against Belden Acquisition and McCally)

276. BBTP re-alleges paragraphs 1 through 275 of the foregoing as if fully alleged herein.

277. On or around November 25, 2019, Belden Acquisition entered into a written agreement with McCally to lease 327 Belden Unit 1 to McCally (the "McCally Lease"). A true and correct copy of the McCally Lease is attached hereto as **Exhibit H** and incorporated herein by reference.

278. McCally currently resides at 327 Belden Unit 1.

279. Pursuant to the Declaration and the Rules, Belden Acquisition was required to give the Board at least thirty days prior written notice of its intent to lease 327 Belden Unit 1, and subsequently, a compliant lease agreement, and the name, address and financial and character reference of the proposed lessee, a properly filled-out application, and a fee of \$25.00, after which the Board possessed the first right and option, exercisable within thirty days, to lease 327 Belden Unit 1 upon the same terms. Exhibit A, Art. IX, § 1; Exhibit B, pp. 4 – 6.

280. Further, any proposed lease agreement is subject to the Board's approval. Exhibit B, pp. 4 – 6.

281. BBTP contends that Belden Acquisition and/or McCally failed to provide the Board at least thirty days prior written notice of its intent to lease 327 Belden Unit 1, and subsequently, a compliant lease agreement, and the name, address and financial and character reference of the

proposed lessee, a properly filled-out application, and a fee of \$25.00, in violation of the Declaration and the Rules.

282. BBTP further contends that it never waived its right of first refusal and never approved the McCally Lease, as required by the Declaration and the Rules for the Lease to be valid.

283. Belden Acquisition and McCally, upon information and belief, contend that they did not violate the Declaration and the Rules in relation to the McCally Lease.

284. An actual controversy has arisen and now exists between BBTP, Belden Acquisition and McCally regarding the validity of the McCally Lease.

285. Pursuant to 735 ILCS 5/2-701 *et seq.*, a judicial determination is necessary and appropriate at this time because of the dispute regarding the validity of the McCally Lease.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that this Court:

- a. Issue a judicial determination and declaration that the McCally Lease is in derogation of the Declaration and the Rules, and is therefore null and void;
- b. Award costs, expenses, and reasonable attorney's fees; and
- c. For all other and further relief as this Court deems just and equitable.

COUNT XII
(Declaratory Judgment Against Belden Acquisition and Harris)

286. BBTP re-alleges paragraphs 1 through 285 of the foregoing as if fully alleged herein.

287. On or around November 22, 2019, Belden Acquisition entered into a written agreement with Harris to lease 333 Belden Unit 1 to McCally (the "Harris Lease"). A true and correct copy of the Harris Lease is attached hereto as **Exhibit I** and incorporated herein by reference.

288. Harris currently resides at 333 Belden Unit 1.

289. Pursuant to the Declaration and the Rules, Belden Acquisition was required to give the Board at least thirty days prior written notice of its intent to lease 333 Belden Unit 1, and subsequently, a compliant lease agreement, and the name, address and financial and character reference of the proposed lessee, a properly filled-out application, and a fee of \$25.00, after which the Board possessed the first right and option, exercisable within thirty days, to lease 333 Belden Unit 1 upon the same terms. Exhibit A, Art. IX, § 1; Exhibit B, pp. 4 – 6.

290. Further, any proposed lease agreement is subject to the Board's approval. Exhibit B, pp. 4 – 6.

291. BBTP contends that Belden Acquisition and/or Harris failed to provide the Board at least thirty days prior written notice of its intent to lease 333 Belden Unit 1, and subsequently, a compliant lease agreement, and the name, address and financial and character reference of the proposed lessee, a properly filled-out application, and a fee of \$25.00, in violation of the Declaration and the Rules.

292. BBTP further contends that it never waived its right of first refusal and never approved the Harris Lease, as required by the Declaration and the Rules for the Lease to be valid.

293. Belden Acquisition and McCally, upon information and belief, contend that they did not violate the Declaration and the Rules in relation to the McCally Lease.

294. An actual controversy has arisen and now exists between BBTP, Belden Acquisition and Harris regarding the validity of the Harris Lease.

295. Pursuant to 735 ILCS 5/2-701 *et seq.*, a judicial determination is necessary and appropriate at this time because of the dispute regarding the validity of the Harris Lease.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that this Court:

- a. Issue a judicial determination and declaration that the Harris Lease is in derogation of the Declaration and the Rules, and is therefore null and void;
- b. Award costs, expenses, and reasonable attorney's fees; and
- c. For all other and further relief as this Court deems just and equitable.

COUNT XIII
(Declaratory Judgment Against Belden Acquisition and Haugh)

296. BBTP re-alleges paragraphs 1 through 295 of the foregoing as if fully alleged herein.

297. On October 7, 2019, Demetriou, on behalf of Belden Acquisition, submitted a request to the Board for a "Friend/Relative" to move into 335 Belden Unit 3.

298. On November 13, 2019, Demetriou, on behalf of Belden Acquisition, submitted a request for the Board for a "Friend/Relative" to move into 335 Belden Unit 1.

299. The Board subsequently learned that person Belden Acquisition proposed to move into both 335 Belden Unit 3 and 335 Belden Unit 1 was Haugh.

300. The Board rejected Belden Acquisition's request because Haugh's status as a "Friend/Relative" of Belden Acquisition does not allow it to side-step the requirements of the Declaration and the Rules regarding leases, and because Belden Acquisition had not submitted proposed leases and otherwise failed to comply with the Declaration and the Rules.

301. Regardless of the Board's rejection of Belden Acquisition's requests, on or before November 15, 2019, Haugh moved into 335 Belden Unit 1, or alternatively, 335 Belden Unit 3.

302. Haugh currently resides at 335 Belden Unit 1, or alternatively, 335 Belden Unit 3.

303. Pursuant to the Declaration and the Rules, Belden Acquisition was required to give the Board at least thirty days prior written notice of its intent to lease 335 Belden Unit 1 and 335 Belden Unit 3, and subsequently, a compliant lease agreement, and the name, address and financial

and character reference of the proposed lessee, a properly filled-out application, and a fee of \$25.00, after which the Board possessed the first right and option, exercisable within thirty days, to lease 333 Belden Unit 1 upon the same terms. Exhibit A, Art. IX, § 1; Exhibit B, pp. 4 – 6.

304. Further, any proposed lease agreement is subject to the Board's approval. Exhibit B, pp. 4 – 6.

305. Haugh's residence in 335 Belden Unit 1, or alternatively, 335 Belden Unit 3 is pursuant to a lease, whether written or unwritten (the "Haugh Tenancy").

306. BBTP contends that Belden Acquisition and/or Haugh failed to provide the Board at least thirty days prior written notice of its intent to lease 333 Belden Unit 1, and subsequently, a compliant lease agreement, and the name, address and financial and character reference of the proposed lessee, a properly filled-out application, and a fee of \$25.00, in violation of the Declaration and the Rules.

307. BBTP further contends that it never waived its right of first refusal and never approved a lease regarding the Haugh Tenancy, as required by the Declaration and the Rules for the Haugh Tenancy to be valid.

308. Belden Acquisition and Haugh, upon information and belief, contend that they did not violate the Declaration and the Rules in relation to Haugh because Haugh is a member of Belden Acquisition.

309. However, attached hereto as **Exhibit J** and incorporated by reference herein is a copy of the Illinois Secretary of State LLC File Detail Report regarding Belden Acquisition, which does not reflect that Haugh is a member of Belden Acquisition.

310. An actual controversy has arisen and now exists between BBTP, Belden Acquisition and Harris regarding the validity of the Haugh Tenancy.

311. Pursuant to 735 ILCS 5/2-701 *et seq.*, a judicial determination is necessary and appropriate at this time because of the dispute regarding the validity of the Haugh Tenancy.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that this Court:

- a. Issue a judicial determination and declaration that the Haugh Tenancy is in derogation of the Declaration and the Rules, and is therefore null and void;
- b. Award costs, expenses, and reasonable attorney’s fees; and
- c. For all other and further relief as this Court deems just and equitable.

COUNT XIV
(Breach of Contract Against Belden Acquisition)

312. BBTP re-alleges paragraphs 1 through 311 of the foregoing as if fully alleged herein.

313. On and after August 13, 2019, after their sale of 335 Belden Unit 3 to Belden Acquisition, Le Deroff and Keller continued to reside at 335 Belden Unit 3 to until October of 2019 pursuant to a written or unwritten lease agreement with Belden Acquisition (the “Le Deroff and Keller Tenancy”).

314. Pursuant to the Declaration and the Rules, Belden Acquisition was required to give the Board at least thirty days prior written notice of its intent to lease 335 Belden Unit 3, and subsequently, a compliant lease agreement, and the name, address and financial and character reference of the proposed lessee, a properly filled-out application, and a fee of \$25.00, after which the Board possessed the first right and option, exercisable within thirty days, to lease 333 Belden Unit 1 upon the same terms. Exhibit A, Art. IX, § 1; Exhibit B, pp. 4 – 6.

315. Further, any proposed lease agreement is subject to the Board’s approval. Exhibit B, pp. 4 – 6.

316. In breach of the Declaration and the Rules, Belden Acquisition failed to provide the Board with at least thirty days prior written notice of its intent to lease 335 Belden Unit 3, failed to provide the Board with a compliant lease agreement for its review, failed to provide the Board with a properly filled-out application, failed to provide the Board with a fee of \$25.00, and failed to afford the Board a first right and option to leave 335 Belden Unit 3.

317. As a direct and proximate result of Belden Acquisition's breaches of the Declaration and Rules, BBTP has sustained damages, including the inability to exercise its first right and option to leave 335 Belden Unit 3.

WHEREFORE, Plaintiff 327 – 335 Belden by the Park requests that this Court enter judgment in its favor and against Belden Acquisition, LLC:

- a. Awarding an amount compensatory damages and prejudgment interest to be determined at trial;
- b. Awarding costs, expenses, and reasonable attorney's fees; and
- c. For all other and further relief as this Court deems just and equitable.

JURY DEMAND

Plaintiff demands trial by jury on all issues triable to a jury.

327 – 335 BELDEN BY THE PARK,

By: /s/ Michael B. Cohen
One of their Attorneys

Jamal M. Edwards PC

jedwards@em3law.com

Michael B. Cohen

mcohen@em3law.com

EDWARDS MAXSON MAGO & MACAULAY LLP

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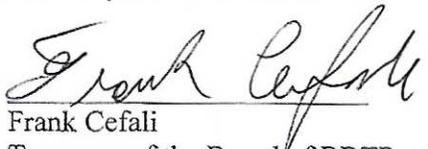
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VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109), the undersigned certifies that the statements set forth in this Verified Complaint are true and correct to the best of my knowledge and available information, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that I verily believe the same to be true.



Daniel I. Morales
Secretary of the Board of BBTP



Frank Cefali
Treasurer of the Board of BBTP



John Weiss
Member-at-Large of the Board of BBTP



Jayne Deno
Member-at Large of the Board of BBTP

EXHIBIT A

**DECLARATION OF CONDOMINIUM
OWNERSHIP AND BY-LAWS
BELDEN BY THE PARK**

DECLARATION OF CONDOMINIUM OWNERSHIP

AND BY-LAWS

EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

327-335 BELDEN CONDOMINIUM

THIS DECLARATION made and entered into by LASALLE NATIONAL BANK a national banking association, as Trustee under Trust Agreement dated August 25, 1978, and known as Trust No. 54936 and not individually, for convenience hereinafter referred to as the "Trustee":

WITNESSETH THAT:

WHEREAS, the Trustee is the legal title holder of the following described real estate in the City of Chicago, County of Cook, and State of Illinois:

Lots 35, 36 and 37 in Anita, a Subdivision of part of Block 15, in Canal Trustees' Subdivision of Section 33, Township 40 North Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, it is the desire and intention of the Trustee to enable the Property (as hereinafter defined) which includes, but is not limited to, said real estate together with the building, structure, improvements and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in anywise pertaining thereto to be owned by Trustee and by each successor in interest of Trustee, under that certain type or method of ownership commonly known as "CONDOMINIUM", and to submit the

Property to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time; and

WHEREAS, the Trustee, acting under direction of the parties authorized to direct the Trustee, has elected by this Declaration to establish, for the benefit of such Trustee and for the mutual benefit of all future Unit Owners or occupants of the Property, or any part thereof, which shall be known as

327-335 BELDEN BY THE PARK CONDOMINIUM

Such other name as may be subsequently adopted pursuant to the Act by the Developer or the Board, certain easements and rights in, over and upon said real estate and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Trustee has further elected by this Declaration to declare that the several Unit Owners, occupants mortgagees and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their Interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting; the value, desirability and attractiveness of the Property.

NOW THEREFORE, LASALLE NATIONAL BANK' a national banking association,

as Trustee aforesaid and not individually, as the legal title holder heretofore described, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

(a) "Act" means the "Condominium Property Act", as amended from time to time, of the State of Illinois.

(b) "Declaration" means the instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.

(c) "Parcel" means the parcel or tract of real estate land, described in the Declaration, submitted to the provisions of the Act.

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

(e) "Unit" means a part of the Property designed and intended for any type of independent use.

(f) "Common Elements" means all portions of the Property except the Units, including Limited Common Elements unless otherwise specified.

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

(h) "Unit Owner" means the person or persons whose estates or Interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

(1) "Majority" or "majority of the Unit Owners" means the owners of more than one-half (1/2) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage In the aggregate in Interest of such undivided ownership.

(j) "Plat" means a Plat or Plats of survey of the Parcel and of an Units in the Property submitted to the provisions of this Act, which may consist of a three-dimensional horizontal and vertical delineation of all such Units.

(k) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Flat.

(1) "Common Expenses" means the proposed or actual expenses affecting the Property, Including Reserves, if any, lawfully assessed by the Board of Managers of the Unit Owner's Association.

(m) "Reserves" means those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the Condominium Instruments.

(n) "Unit Owners' Association" or "Association" means the Association of an the Unit Owners, acting pursuant to By-Laws " through its duly elected Board of Managers.

(o) "Purchaser" means any person or persons other than the Developer who purchase a Unit in a bonafide transaction for value.

(p) "Developer" means "Belden Building Venture" an Illinois Limited Partnership, their successors and assigns.

(q) "Limited Common Elements" means a portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Jolts.

(r) "Building" means all structures, attached or unattached, containing one or mere Units.

(s) "Parking Area" means the area provided for parking automobiles as shown or referred to on the Plat.

(t) "Parking Space" means a portion of the Parking Area intended for the parking of a single automobile.

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

(v) "Voting Member" means the person entitled to exercise all voting power in respect to each Unit Ownership.

ARTICLE II

UNITS

1. Description. An Units located on the Property are delineate: on the Survey, referred hereto as Exhibit "A" and made a part of the Declaration and are legally described as follows:

UNITS: 1-327, 2-327, 3-327, 1-329, 2-329, 3-329, 1-331, 2-331, 3-331, 1-333, 2-333, 3-333, 1-335, 2-335, and 3-335.

as delineated on the Plat of Survey of the following described Parcel of real estate:

Lots 35, 36 and 37 in Anita, a Subdivision of part of Block 15, in Canal Trustees' Subdivision of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

which survey is recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No.

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

2. Certain Structures Not Constituting Part of a Unit. So structural components of the Building, and no pipes, wires, conduits, public utility lines, ducts, flues and shafts situated within a Unit and forming part of any system serving one or more other Units, nor the Common Elements shall be deemed part of said Unit.

ARTICLE III

COMMON ELEMENTS

1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing the Common Elements shall include the land, outside walks and driveways, landscaping, stairways, entrances and exits, halls,

lobby, corridors, laundry, steam room, meeting room, basement, roof, structural parts or the Building, component parts of walls, floors and ceilings and pipes, ducts, flues, shafts and public utility lines serving the Common Elements or more than one Unit.

2. Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Unit Owners of the Property, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other Incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Such right shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner's interest shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Unit Owners, unless hereafter changed by recorded Amendment to this Declaration consented to in writing by an Unit Owners. The trustee has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto; and each Unit Owner accepts such determination.

3. Limited Common Elements. Except as otherwise in this Declaration provided, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Units. Without limiting the generality of the foregoing, the Limited Common Elements shall Include the following, all of which are indicated as such on the Plat; Parking areas, and balconies.

4. Assignment of Limited Common Elements. Parking areas shall be assigned to the Unit Owners as shown in Exhibit "A".

5. Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the Condominium Instruments and the provisions of this Declaration. Each transfer shall be made by an Amendment to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected. The Amendment shall contain a certificate showing that a copy of the Amendment has been delivered to the Board of Managers. The Amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Managers shall decide such reapportionment. No transfer shall become effective until the Amendment has been recorded.

Rights and obligations In respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELECTS

1. Submission of Property to Provisions of Act. The Property is hereby submitted to the provisions of the Act.

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

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

(b) Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment related to their service to the Property, into and through the Comer. Elements, and the Units, where reasonably necessary for the purpose of providing utility services to the Property.

4. Easements and Flights to Run with Land. All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Trustee, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation,

to the easements; and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgages and trustees of such Unit Ownership as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V

COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

1. Common Expenses. Each Unit Owner shall pay his proportionate share of the common expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon. Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the Interest of such Unit Owner in the Property as provided in the Act.

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

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

ARTICLE VI

INSURANCE

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

All said policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interest may appear, (2) shall provide that the insurance as to the interest

of the Board, shall not be invalidated by any act or neglect of any Unit Owner, (3) shall 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 Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Trustee, the Developer, the managing agent, if any, their respective employees and agents and the Unit Owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement". The proceeds of such insurance shall be applied by the Board or by the corporate trustee or agent on behalf of the Board for the reconstruction of the Building or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the 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 of the Act with respect to the application of insurance proceeds to reconstruction of the Building. The Board may engage the services of and such insurance may be payable to a bank or trust company authorized to do, execute and accept trusts in Illinois to act as Insurance Trustee, or as Agent or Depositary as an alternative to acting as Trustee, and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such bank or trust company shall be common expenses .

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

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

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

2. Appraisal. The full, insurable replacement cost of the Property, including the Units and Common Elements shall be determined from time to time (but not less frequently than once in any twelve-month period) by the Board.

The Board shall have the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a common expense.

3. Public Liability and Property Damage Insurance. The Board of Managers shall acquire, as a common expense, and shall have the authority and duty to obtain, comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the property in amounts deemed sufficient in the judgment of the Board of Managers, insuring the Board of Managers, the unit owners association, the management agent, and their respective employees, agents, and all persons acting as agents. The developer shall be included as an additional insured in his capacity as unit owner and board member. The unit owners shall be included as additional insured's but only with respect to that portion of the premises not reserved for their exclusive use. The insurance shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above named insured persons.

4. Workmen's Compensation and Other Insurance. The Board of Managers shall acquire, as a common expense, workmen's compensation Insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in Its judgment, shall elect to obtain, including, but not limited to insurance for the Association, its officers and manager against liability from good faith actions allegedly beyond the scope of their authority.

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

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

ARTICLE VII

ADMINISTRATION AND OPERATION

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

2. Duties and Powers of the Association. The Unit Owners' Association is responsible for the over all administration of the Property through its duly elected Board of Managers. The duties and powers of the Association and its Board shall be those set

forth in its Articles of Incorporation, the By-Laws and this Declaration; provided however that, (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the Articles of Incorporation and the By-Laws on the other hand, (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and the By-Laws on the other hand.

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

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

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

Within sixty (60) days following the election of a majority of the Board of Managers other than the Developer, the Developer shall deliver to the Board of Managers:

(1) All original documents pertaining to the Property and its administration such as the Declaration, By-Laws, Articles of Incorporation, Condominium Instruments, minutes and code of regulations;

(2) A detailed accounting by the Developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property;

(3) Association funds, which shall have been at all times segregated from any other moneys of the Developer;

(4) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the Property;

(5) Any contract, lease, or other agreement made prior to the election of a majority of the Board of Managers other than the Developer by or on behalf of Unit Owners.

ARTICLE VIII

MAINTENANCE, ALTERATIONS, DECORATING

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

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

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same: by certified or registered mail addressed to the owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect 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, to the extent not covered by insurance.

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

2. Limited Common Elements. Any charge or expense in connection with expenditures for the Limited Common Elements shall be assessed only against that Unit to which such Limited Common Elements are assigned.

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3. Alterations, Additions or Improvements. No alterations of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions and improvements within his Unit without the prior written approval . of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit, or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building.

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

ARTICLE IX

SALE, LEASING OR OTHER ALIENATION

1. Sale or Lease. Any Unit Owner other than the Trustee who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Unit Owners shall at all .times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration or said period, proceed to consummate the sale (or sublease or assignment of) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Unit Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety <90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

2. Gift. Any Unit Owner other than the Trustee who wishes to make a gift of his Unit Ownership or any interest therein to any person other than a permitted party under Section 1© of this Article IX 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 contem-

plated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the Intended donees as the Board may reasonably require. If the gift to such a party is not consented to by the Board, and the Unit Owner insists on making said gift, the members of the Board acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value determined by arbitration as hereinafter provided, which option shall be exercisable until the date of expiration as provided herein. In the event that the Board exercises said option and the parties cannot arrive at an agreed price, then within fifteen (15) days after receipt of a written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each select a qualified real estate appraiser. The two appraisers so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine the fair market value of the Unit Ownership or interest therein which the Unit Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Unit Owner and the Board, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. 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 written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such Unit Owner and the Board and the Board's share shall be a common expense.

3. Devise. In the event any Unit Owner dies leaving a will devising his Unit Ownership, or any interest therein to any person or persons not heirs-at-law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said 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 as herein provided. In the event of a dispute as to purchase price, within sixty (60) days after the appointment of a personal representative for the estate of a deceased Unit Owner, the Board shall appoint a qualified real estate appraiser, 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. Within ten (10) days after the appointment of the two (2) said appraisers, the two so appointed shall appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days thereafter the arbitrator shall determine the fair market value of the Unit Ownership or Interest therein devised by the deceased Unit Owner, and shall thereupon give written notice of such determination to the Board and said devisee, devisees or personal representative, as the case may be, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party, shall make the appraisal. The Board's

right to purchase the Unit Ownership, or Interest therein, at the price determined by the arbitrator shall expire sixty (60) days after the date of receipt by it of such notice if .the personal representative of the deceased Unit Owner is empowered to sell, and shall expire eight (0) 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 cum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. The cost of appraisal shall be equally divided between such Unit Owner and the Board and the Board's share shall be a common expense.

4. 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, before taking possession of the Unit Ownership so sold, give thirty (30) days written notice to the Board of his intention so to do, whereupon the Board acting on behalf of the other Unit Owners shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) In the event any Unit Owner shall default in the payment of any ironies 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 XVI hereof.

5. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior consent of Voting Members having three-fourths (3/4) of the total votes. The Board or its duly authorized representative, acting on behalf of the other Unit Owners may bid to purchase at any sale of a Unit Ownership or interest therein of any Unit Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the price consent of Voting Members having three-fourths (3/4) of the total votes, which said consent shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit Ownership or Interest therein.

6. Release or Waiver of Option. Upon the consent of at least three-fourths (3/4) of the Board members, any of the options contained in this Article IX may be released or waived and the Unit Ownership or Interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. Proof of Termination of Option. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article IX as hereinabove set forth have been net by a Unit Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive

upon the Board and the Unit Owners In favor of all persons who rely thereon In good faith, and such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

8. Financing of Purchase Under Option. (a) Acquisitions of Unit Ownership or any interest therein under the provisions of this Article may be made from the maintenance fund or any other financing arrangement as the Board deems desirable. If said fund is insufficient, the Board shall levy an assessment against each Unit Owner as provided for and subject to Article XVI hereof.

(b) If the members of the Board, in their discretion, borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article, no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or interest therein to be acquired.

9. Title to Acquired Interest. Unit Ownership or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Unit Owners. Said Unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Unit Owner in the same proportion In which the Board could levy a special assessment under the terms of Section 8(a) of this Article.

10. Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in Sections 1, 2 and 3 of this Article DC shall not apply to any sale, lease, gift, devise or transfer by the Trustee, and/or the Developer, or by any corporation, trust or other entity when the original Unit Owner or persons having at least majority control of said Unit Owner are in control of the transferee, or resulting from statutory merger or consolidation, or between co-owners of the same Unit, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Unit Owner, the spouse or lawful child of the Unit Owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries thereof.

11. Miscellaneous. If a proposed sale, lease, devise or gift of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration, and in the case of a lease, said lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations hereunder. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such Unit Ownership. If any sale, lease, devise or gift of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale, lease, devise or gift shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions

available to the Board hereunder or at law or In equity In connection therewith. The foregoing provisions with respect to the Board's right of first option as to any proposed sale, lease, devise or gift 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 of 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 same.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds In payment therefor; provided, however, that in the event within one-hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in Article XII hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken the net proceeds of Insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B", after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

2. Insufficient Insurance. (a) If the insurance proceeds are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction, of the Building within one-hundred and eighty (180) days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:

(i) The Property shall be deemed to be owned in common by the Unit Owners;

(ii) Use undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided Interest previously owned by such owner in the Common Elements;

(iii) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided herein; and

(iv) The Property shall be subject to an action, for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on

the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners In a percentage equal to the percentage of undivided interest owned by each owner in the Property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any. Otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting the Board of Managers, or its representative, shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Managers. The payment of just compensation, or the allocation of any Insurance or other proceeds to any withdrawing or retraining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements, will be distributed in accordance with the interest of those entitled to their use.

3. Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

ARTICLE XI

EMINENT DOMAIN

1. Reallocation of Common Elements and Condemnation Award. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value

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of the Unit, as determined by the Board of Managers. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily Including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the Interests of those entitled to their use.

2. Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

ARTICLE XII

SALE OF THE PROPERTY

The Unit Owners through the affirmative vote of Voting Members having at least three-fourths (3/4) of the total votes, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 1 of Article XIX of this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner or form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the fair market value of his interest, as determined by arbitration as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on the fair market value of such interest, such Unit Owner and the Board shall each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by said third appraiser, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share shall be a common expense.

ARTICLE XIII

BY-LAWS

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

ARTICLE XIV

BOARD OF MANAGERS

1. Board of Managers (Board of Directors.) (a) The direction

and administration of the Property shall be vested In a Board of Managers, consisting of five (5) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Unit Owners and shall reside on the Property, provided, however, that In the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other desisted agent of such corporation, partner of such partnership, beneficiary or other-designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person mast reside on the Property unless he is a Board member nominated by the Trustee.

(b) At the initial meeting the Voting Members shall elect the five (5) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of office to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. Five (5) Board members shall be elected at the first annual meeting. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year terms. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a tern of two (2) years each. The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or ray increase or decrease the tern of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terra of at least one-third (1/3) of the persons on the Board shall expire annually and that no Board member shall be elected to a term in excess of two (2) years. Provided, however, that a Board members may be reelected at the expiration of his term. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting or at a special meeting of the Voting Members called for such purpose. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

(c) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Condominium Instruments, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and

receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary, a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

(d) Any Board member may be removed from office by 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 the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose.

(e) The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit Owner, notice of any such meeting shall be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

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

(a) operation, care, upkeep, maintenance, replacement and improvement of the Common Elements;

(b) preparation, adoption and distribution of the annual budget for the Property;

(c) levying of assessments;

(d) collection of assessments from Unit Owners;

(e) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;

(f) obtaining adequate and appropriate kinds of insurance;

(g) owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;

(h) adoption and amendment of rules and regulations covering the details of the operation and use of the Property;

(i) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(j) to have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;

(k) to pay for water, waste removal, other operating expenses, electricity, telephone and other necessary utility service for the Common Elements;

(l) to pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the windows and glass doors appurtenant to the Unit, if any, and the interior surfaces of the Units and of the hallway doors appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain and repair, except if necessitated by repairs to the Common Elements) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements;

(m) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or By-Laws of which in its opinion shall be necessary or proper for the maintenance and operation of the Property, as a first class condominium apartment building or for the enforcement of these restrictions;

(n) To pay any amount necessary to discharge any mechanic's Lien or other encumbrance against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit Owners.

(o) To maintain and repair any Unit if such maintenance or repair is necessary, In the discretion of the Board, to protect the Common Elements or any other portion of the Building, and a Unit Owner of any Unit that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(p) The Board or Its agent upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a common expense.

(q) The Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes.

(r) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board.

(s) The Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Unit Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(t) The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

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

(v) Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses.

ARTICLE XV

MEMBERS (UNIT OWNERS)

1. 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 Voting Members shall be the Unit Owner or one of the group composed of all the Unit Owners of a Unit Ownership or may be some person designated by such Unit Owners to act as proxy on his or their behalf and who need not be a Unit Owner. Such designations 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 Unit Owner or Unit Owners. Any or all Unit Owners of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the Unit Ownership may vote or take any other action as a Voting Member either in person or by proxy. The total number of votes of all Voting Members shall be 100, and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B". The Trustee shall designate the Voting Member with respect to any Unit Ownership owned by the Trustee. The Association shall have one class of membership only and that nothing contained In these Condominium Instruments shall permit or allow different classes of membership among the Unit Owners.

2. Meetings. (a) Meetings of the Voting Members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Voting Members of at least a majority of the Voting Members and Voting Members having at least 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 represented at such meeting;.

(b) The initial meeting of the Voting Members shall be held as provided for in Articles VII, paragraph 5. Thereafter, there shall be an annual meeting of the Voting Members on the first Wednesday of November following such initial meeting and on the first Wednesday of each succeeding November thereafter

at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than then (10) days or more than thirty (30) days prior to the date fixed for said meeting.

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

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

4. Miscellaneous. (a) No merger or consolidation of the Assoc., sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Property and assets of the Association; and the purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of Unit Owners, except as otherwise provided for in the Declaration.

(b) When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Condominium Instruments, or the Act, shall require instead the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

ARTICLE XVI

ASSESSMENTS - MAINTENANCE FUND

1. Estimated Annual Budget and Assessments. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all common expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owners proposed common expense assessment. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of managers, a copy of the proposed annual budget; the annual budget shall also take

into account the estimated net available cash income for the year from the operation or use of the Common Elements, if any. The estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owners' percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. Each Unit Owner shall receive notice In the same manner as is provided in this Declaration for membership meetings, or any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. Said meetings of the Board of Managers shall be open to any Unit Owner, and that notice of such meeting shall be mailed at least forty-eight (18) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, and the first of each and every month of said year, said Unit Owner Jointly and severally shall be personally liable for and obligated to pay to the Board or as it may direct one-twelfth (1/12) of the assessment against his Unit Ownership made pursuant to this Section. On or before April 1 of each calendar year following the year in which the Initial meeting is held, the Board shall supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year estimate, until exhausted, and any net shortage shall be added according to each Unit Owners percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

2. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the Unit Owners voting at a meeting of such Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Unit Owner equal to the greater of five (5) times the Unit's most recent common expense assessment calculated on a monthly basis or three-hundred dollars (\$300.00). All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

3. Initial Estimate of Annual Budget. When the first Board elected or appointed hereunder takes office it shall determine the "estimated annual budget" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 1 of this Article.

4. Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and

necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5. 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 Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

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

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

8. Assessments. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty(30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit 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, and other fees and expenses 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 Unit Owner Involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association or other lender 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 Ownership which become due and payable subsequent to the date the encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without

limiting the generality of the foregoing, If any Unit Owner shall fall to pay the proportionate share of the Common Expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall Include: (1) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with Interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) Incurred In the collection thereof; (2) the right, by giving such defaulting Unit Owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed in "an Act in regard to Forcible Entry and Detainer" approved February 16, 1874, as amended, and to execute leases of such defaulting Unit Owner's Interest in the Property and apply the rents derived therefrom against such expenses.

9. Nonuse. No Unit Owner nay waive or otherwise escape liability for the assessments provided for herein by nonuse of the Condon Elements or abandonment of his Unit.

ARTICLE XVII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

1. General Use. 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 ray 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.

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

3. Prohibited Use. Nothing shall be done or kept In any Unit, or in the Common Elements which will increase the rate of Insurance on the Building or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others,

or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board.

4. Unit Owner Insurance. Each Unit Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.

5. Exterior Attachments. Unit Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

6. Window Treatment. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units of the Building, whether by draperies, shades or other items visible from the exterior of the Building shall be subject to the rules and regulations of the Board.

7. Floor Coverings. In order to enhance the soundproofing of the Building the floor covering for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.

8. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, 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 upon three (3) days' written notice from the Board.

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

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

11. Personal Effects. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in the common storage area designated for that purpose.

12. Commercial Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit.

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13. For Sale and For Rent Signs. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form, as shall be determined by the Board; provided that the right is reserved by the Trustee, the Developer and their agents, to maintain on the Property until the sale of the last Unit, all models, sales offices and advertising signs, banners, and lighting in connection therewith, at such locations and in such forms as they shall determine, together with the right of Ingress, egress and transient parking therefor through the Common Elements.

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

15. Exceptions. The Unit restrictions in paragraphs 1 and 12 of this Article XVII shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his professional library therein, (b) keeping his personal business or professional records or accounts therein, or (c) handling 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 Sections 1 and 12 of this Article XVII.

ARTICLE XVIII

REMEDIES FOR BREACH OF COVENANTS RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction, or condition or regulation adopted by the Board, or the breach of any covenant or provisions herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure;, thing or condition that may exist thereon contrary to the intent and the provisions hereof, and the Trustee, the Developer, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty In any manner of trespass; or, (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of seven-percent (7%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board.

2. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall

violate any of the covenants or restrictions or provisions of this Declaration, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall re-occur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Unit Owner for a decree of mandatory injunction against Unit Owner or Occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the said violation, and ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a Judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring his interest in the Property at such Judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XIX

GENERAL PROVISIONS

1. Notice to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.

2. Notices to Board. Association and Unit Owners. Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at

327-335 BELDEN AVENUE, CHICAGO, ILLINOIS

(indicating thereon the number of the respective Unit if addressed to a Unit Owner), or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail

or when delivered in person with written acknowledgement of the receipt thereof, or if addressed to a Unit Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

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

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

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

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

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

8. Perpetuities and Restraints. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rules restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of James E. Carter, Jr., President of the United States, and Charles Percy, Senator of the State of Illinois.

9. Liens. In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien.

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

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

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

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

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

13. Land Trust Unit Owners Exculpation. In the event title to any Unit Ownership is conveyed to a land titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

14. Trustee Exculpation. This Declaration is executed by LASALLE NATIONAL BANK, a national banking association as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has Joined in the execution of this Declaration for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust No. 54936 to the terms of this Declaration: that any and all obligations, duties covenants and agreements of every nature herein set forth by said Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust or their successor, and not by said Trustee personally, and further, that no duty shall rest upon LASALLE NATIONAL BANK, a national banking association either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust, and after the Trustee has first been supplied with funds required for the purpose. In event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

15. Attached hereto as Exhibit "C" is an affidavit executed by the general partner of the developer in compliance with Section 30 of the Illinois Condominium Act.

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IN WITNESS WHEREOF, the said LA SALLE NATIONAL BANK as Trustee as aforesaid and not Individually, has caused its corporate seal to be affixed hereunto and caused its name to be signed in these presents by its Assistant Vice President and attested by its Assistant Secretary this _____ day of _____, 19____.

LA SALLE NATIONAL BANK
as Trustee as aforesaid, and not individually,

By _____
Assistant Vice President

ATTEST:

Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, Assistant Vice President of LA SALLE NATIONAL BANK and _____, Assistant Secretary of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, A.D. 19____.

NOTARY PUBLIC

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY:
JOSEPH E. DAVIS
77 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602

BELDEN BY THE PARK

PERCENTAGE OF UNDIVIDED OWNERSHIP INTEREST
IN COMMON ELEMENTS

<u>UNIT NO.</u>	<u>PERCENTAGE</u>
1 - 327	7.52
2 - 327	10.10
3 - 327	7.99
1 - 329	7.99
2 - 329	10.10
3 - 329	4.69
1 - 331	6.57
2 - 331	5.16
3 - 331	5.16
1 - 333	6.57
2 - 333	4.69
3 - 333	6.57
1 - 335	5.16
2 - 335	5.16
3 - 335	6.57

EXHIBIT B

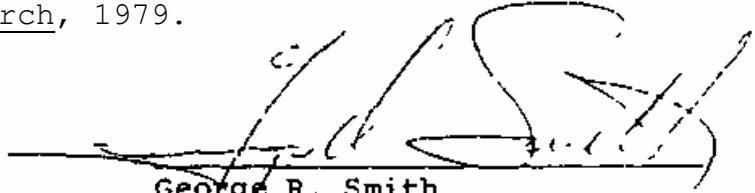
FILED DATE: 5/20/2020 2:14 PM 2020CH04276

CERTIFICATE OF COMPLIANCE

The undersigned, GEORGE R. SMITH, being the General Partner of a Limited Partnership known as "Belden Building Venture" beneficial owner of a certain Trust which is legal title holder to the premises commonly known as 327-335 Belden Avenue, Chicago, Illinois, wherein the LA SALLE NATIONAL BANK is Trustee under a Trust Agreement dated August 25, 1978 and known as Trust number 54936 does hereby certify the following:

There are no tenants in possession of the premises commonly known as 327-335 Belden Avenue, Chicago, Illinois and there were no tenants within one hundred twenty (120) days previous to the date hereof that would be entitled to any notice under the Act.

IN WITNESS WHEREOF, the undersigned developer has executed this document this 13th day of March, 1979.


George R. Smith

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County of Cook, do hereby certify that the above named GEORGE R. SMITH personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 13th day of March, 1979.

My Commission Expires 8/4, 1982.


Notary Public

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AMENDMENTS

FIRST AMENDMENT TO

24963460

DECLARATION OF CONDOMINIUM OWNERSHIP

AND BY-LAWS

EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

327-335 BELDEN CONDOMINIUM



THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP is made and entered into by LASALLE NATIONAL BANK a national banking association, as Trustee under Trust Agreement dated August 25, 1978, and known as Trust No. 54936 and not individually, for convenience hereinafter referred to as the "Trustee":

WITNESSETH THAT:

WHEREAS, the Trustee is the legal title holder of the following described real estate in the City of Chicago, County of Cook, and State of Illinois:

Lots 35, 36 and 37 in Anita, a Subdivision of part of Block 15, in Canal Trustees' Subdivision of Section 33, Township 40 North Range 14 East of the Third Principal Meridian, in Cook County, Illinois; and

WHEREAS, said Trustee filed a Declaration of Condominium on March 20, 1979, in the office of the Recorder of Deeds in Cook County, Illinois, as Document No. 24885695, and

WHEREAS, the Trustee is desirous of amending said Declaration of Condominium Ownership,

NOW THEREFORE, LASALLE NATIONAL BANK a national banking association, as Trustee aforesaid and not individually, as the legal title holder heretofore described, and for the purposes above set forth, and set forth hereinafter, declares and makes this first amendment as follows:

THIS INSTRUMENT WAS PREPARED BY
JOSEPH E. DAVIS
77 W. WASHINGTON
CHICAGO. ILLINOIS 60803

FILED DATE: 5/20/2020 2:14 PM 2020CH04276

3749899

24963460

1. ARTICLE III. Paragraph 4, is amended to read as follows:

"4. Assignment of Limited Common Elements. Parking areas shall be assigned to the Unit Owners as shown in Exhibits "A" and "B."

2. ARTICLE XIX, Paragraph 6, is amended to read as follows:

"6a. Amendment. Except as otherwise provided in the Act, this Declaration and By-Laws, the provisions of the Condominium Instruments may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least three-fourths (3/4) of the Unit Owners and the approval of any mortgagees required under the provisions of the Condominium Instruments, and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bonafide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective, upon recordation thereof. No change, modification or amendment which effects the rights, privileges or obligations of the Trustee or the Developer shall be effective without the prior written consent of the Trustee or the Developer. Except to the extent authorized by provisions of the Act, no amendment to the Condominium Instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Unit Owners' Association, or the liability for common expenses appertaining to a Unit. Page 2 of survey recorded as document 24885695 depicts the basement of the building. The basement as delineated thereon contains portions of five (5) units connected to the first floor. The trustee, prior to the sale and closing of any units that conveys a portion of the basement may amend said survey to enlarge or diminish the size of any basement portion _____.

"6b. Modification of Property. In the event of an inconsistency between the provisions of this paragraph 6b of ARTICLE XIX and the other paragraphs and articles of this declaration and By-Laws, the provisions of Paragraph 6b of ARTICLE XIX shall govern. The rear 54 feet of the roof of Unit 3-335, and the rear 28 feet of the roof of unit 3-329 are all common elements. Notwithstanding any provisions herein to the contrary, the trustee or any subsequent or successor owner of any third floor unit, hereby reserves; the right at any time or from time to time within ten (10) years from the date hereto to:

(i) With respect to the remainder of the roof which is a limited common element appurtenant to the third floor units, below:

- (a) To install perimeter walls thereon to extend and expand said third floor Units.
- (b) To construct, tap in, tie in, break through, build, utilize common elements, and develop said roof area in any way or manner at trustee's (or its successors) sole and absolute discretion. The right and power herein vested in trustee and the successors and owners of said third floor units to build as hereinabove provided shall be deemed a power coupled with an interest with respect to the development and expansion onto said roof area.
- (c) When the trustee or his successor builds pursuant to this paragraph the trustee or his successor shall cause to be recorded in the office of the Cook County Recorder of Deeds an amendment to the Declaration and plat of Survey showing the location and dimensions of the newly built walls and plans. Thereafter, each of said third floor Units shall include the additional space as defined by said amendment to the plat of survey. Upon the recording of the amendment of amendments as the case may be, the contents of such amendment(s) shall automatically be effective notwithstanding anything to the contrary stated in this Declaration or By-Laws.
- (d) In the event the trustee or his successor as to said third floor units elects to exercise his powers under paragraph 6b of this ARTICLE XIX, Beneficiaries of the said trustee shall indemnify the Board and other Unit Owners from any mechanic lien claim as a result of said work and agrees to obtain adequate insurance to protect the property from any workmen compensation claim or other building compensation claim or other building construction related claims,
- (e) Until such time as the trustee or its successor as to third floor Units exercises its powers under paragraph 6b (i) (a) of this ARTICLE XIX, the Board may not separately assess the owner of any third floor unit for maintenance and repair of the roof, which is limited common elements of said third floor Units, (ii) Parking places are indicated on the survey as proposed and are assigned herein. Trustee reserves the right to file an amended

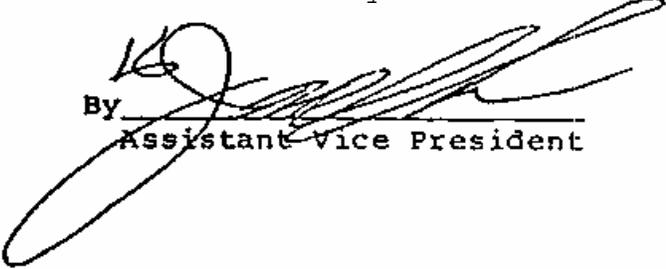
declaration and survey to show actual location of the parking spaces and blacktop, when the parking area has been completed.

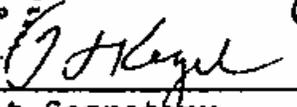
3. Original Exhibit "B" heretofore filed is deleted and the "Amended Exhibit B" is made a part hereof in lieu thereof.

4. The undersigned, LA SALLE NATIONAL BANK, a national banking association, as mortgagee of a certain construction mortgage heretofore recorded in the office of the Recorder of Deeds of Cook County, Illinois, said mortgage made August 29, 1978, does hereby consent, ratify and approve of the aforesaid Declaration of Condominium and further approves of this First Amendment thereto.

IN WITNESS WHEREOF, the said LA SALLE NATIONAL BANK as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and caused its name to be signed in these presents by its Assistant Vice President and attested by its Assistant Secretary this 11th day of May, 1979.

LA SALLE NATIONAL BANK, as Trustee as aforesaid, and not individually.

By 
Assistant Vice President



Assistant Secretary

LA SALLE NATIONAL BANK, as Mortgagee as aforesaid, and ~~not individually,~~

By 
Assistant Vice President

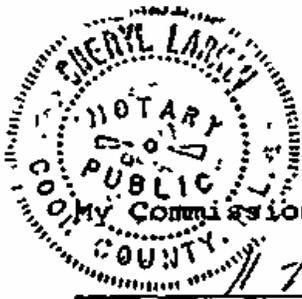


Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Cheryl Larkin, a Notary Public in and for said County, in the aforesaid State, do hereby certify that James A. Clark, Assistant Vice President of LA SALLE NATIONAL BANK and G.T. Kegel Assistant Secretary of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, As Trustee and Mortgagee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11th day of May, 1979.



Cheryl Larkin
Notary Public

Return to:
THIS INSTRUMENT WAS PREPARED BY:
JOSEPH E. DAVIS
77 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602

24563160

FILED DATE: 5/20/2020 2:14 PM 2020CH04276

AMENDED EXHIBIT "B"

BELDEN BY THE PARK

PERCENTAGE OF UNDIVIDED OWNERSHIP INTEREST
IN COMMON ELEMENTS

<u>UNIT NO.</u>	<u>PERCENTAGE</u>	<u>PARKING ASSIGNMENTS</u>
1 - 327	6.59	P. 15
2 - 327	5.36	P. 14
3 - 327	7.66	P. 13
1 - 329	7.92	P. 12
2 - 329	6.11	P. 11
3 - 329	6.54	P. 10
1 - 331	6.39	P. 9
2 - 331	4.60	P. 8
3 - 331	7.66	P. 7
1 - 333	7.33	P. 6
2 - 333	4.98	P. 5
3 - 333	7.66	P. 4
1 - 335	7.92	P. 3
2 - 335	5.62	P. 2
3 - 335	<u>7.66</u>	P. 1
<hr/>		
	100.00	

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DOCUMENT

HAS BEEN MICROFILMED

EE JACKET FILE NO. 24963460

NO PLAT

AMENDED EXHIBIT "B"

24963460

1979 MAY 16 PM 3 06

1116 ... 2022 ...

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as per HP
1/20/20

EXHIBIT B

**BELDEN-BY-THE-PARK
CONDOMINIUM ASSOCIATION**

RULES & REGULATIONS

FILED DATE: 5/20/2020 2:14 PM 2020CH04276

RULES AND REGULATIONS OF
327-335 WEST BELDEN CONDOMINIUM ASSOCIATION
(EFFECTIVE JUNE 17, 1992)

APPLIANCES - INSIDE APARTMENTS

Many units have clothes washers and dryers and other appliances inside the apartment, so special attention should be paid to them:

- Use your apartment washer/dryer and other appliances only when you are in your apartment.
- There have been difficulties with appliances housed in closets - frequent vacuuming of the area around and behind the units will eliminate combustible lint accumulations.
- When using your dryer, stay alert for any sign of fire as well as possible plumbing failures.

Unit owners are responsible for any and all costs and damages to common areas, limited common areas, and other units caused by the malfunction or misuse of appliances, to the extent that such damage is not covered by the general building insurance and/or the other unit owners insurance.

ASSESSMENTS

All assessments are due on the first of the month. Any payments not received and posted at the management company by the 15th of the month will incur a \$25.00 penalty charge.

All assessment payments made by individual unit owners will be applied to the appropriate accounts in the following order of priority:

1. ANY and ALL past due charges other than the regular monthly assessments.
2. ANY and ALL past due regular monthly assessments.
3. Any current charges other than regular assessments.
4. Any current regular monthly assessment amounts.

Any unit owner may request an account analysis from the managing agent, who may charge up to \$15.00 for the analysis. Unit owners are responsible for any and all expenses of collecting delinquent assessments, including legal fees.

BALCONIES AND PATIOS

Unit owners shall keep all balconies and patios **reasonably** clean, orderly, and free of clutter. Balconies and patios may not be decorated, enclosed, altered or changed in any manner without the prior written consent of the Board. Balconies and patios may not be used for storage. Clothing, sheets, blankets, laundry and similar objects shall not be hung or exposed on balconies or patios.

BICYCLE STORAGE

Bicycles may be stored only in the designated bicycle storage areas in the basement. Bicycles left unattended in other common areas will be removed immediately at the owner's expense and responsibility. Bicycles are to be brought to and from the storage areas through the rear of the building only.

The bicycle storage areas are for bicycles only. Tricycles, buggies, strollers, etc. are to be kept within individual apartments or storage lockers and will be removed from the bicycle storage areas upon discovery.

Remember to lock your bike - Management and the Association are not responsible for loss or damage.

BOARD MEETINGS

The board of directors meets approximately once per month. There is also an annual meeting of the Association. Unit owners are welcome to attend board meetings to observe or to bring matters to the attention of the board. The date of the next board meeting is indicated on your monthly assessment statement or can be ascertained by calling the managing agent.

Minutes of the meetings of the board of directors may be examined at the offices of the managing agent. Copies are available, upon request, although the managing agent may charge a nominal copying fee.

CABLE TELEVISION

The Association provides basic cable service to all units as part of the common utilities package. Additional services, such as premium channels, must be arranged directly through Chicago Cable. All service and billing problems should be reported directly to Chicago Cable.

If you are unable to resolve a service or billing problem promptly, please ask the managing agent for assistance - they will often know whom, within the Chicago Cable corporation, to contact.

COMPLAINTS AND SUGGESTIONS

All complaints, problems and suggestions should be sent, in writing, to the managing agent for prompt review and appropriate action.

In time critical situations, you may call the managing agent. However, we strongly request that you follow-up any telephone call with a written note.

GARBAGE

All garbage must be placed in the dumpsters at the rear of the building, or in sealed plastic bags by the rear entryways of each Unit. All garbage should be in sealed bags for sanitary and neatness reasons. Unit owners are encouraged to recycle appropriate items. If the Association incurs any additional cost for the removal of large items, that cost will be charged against the Unit owner's account.

HALLWAYS AND STAIRWAYS

In consideration of your fellow residents, keep noise to a minimum. Pets must be leashed or carried in halls and stairways.

Personal belongings may not be left in these areas. Boots and umbrellas should be inside the apartment. Strollers, carriages, tricycles, etc. left in stairwells are a serious fire and safety hazard and are illegal. When discovered, they will be disposed of at the owner's expense and responsibility.

No decorative articles, except those appropriate to the season, are permitted on doors. No decorative materials or fixtures of any kind are permitted on corridor walls, except for religious symbols on door frames.

INSURANCE

Each unit owner is responsible for his/her own insurance to cover all personal possessions plus the unit's wall covering (paint, wallpaper, etc.) Each unit owner is required to maintain general homeowners insurance, including liability insurance. See your own insurance agent for the proper condominium coverage. A copy of the building's insurance policy is available from the managing agent.

The following is an explanation of the different types of coverages provided and required:

THE ASSOCIATION MASTER INSURES:

1. The basic structural elements as defined in the Articles of Declaration, consisting of parameter walls, supporting walls, sub-floors, and ceilings.

2. Original improvements that were made during the building renovation in the early 1980s.
3. The lobby area, common hallways, and other areas of the building serving more than one unit owner.

YOU AS A UNIT OWNER SHOULD INSURE:

1. All additions within and improvements to your unit including decorating, painting and floor coverings, if **these items are not otherwise covered by the Association's insurance.**
2. Personal property such as furniture, clothing, plumbing fixtures as well as electrical fixtures located within your unit and in storage areas, kitchen cabinetry and appliances, and bathroom vanities.
3. Personal Liability Insurance.
4. Your windows are covered by the Master policy for "All Risk." They are considered part of the building and subject to a \$1,000.00 deductible. We recommend that you consider including Glass coverage under your unit owner program as only \$100.00 deductible usually would apply in the event of a loss.

KEYS-COMMON AREA

Each resident is issued two common keys each time the locks are changed. Keys open the front door. Additional keys are available from the managing agent for \$5.00 each.

LEASE OF UNIT

Any unit owner leasing his/her unit (or renewing a lease) must give the Board not less than thirty days notice prior to the beginning date of the lease. Notification will consist of a copy of the proposed lease (or renewal) and a properly filled out application form. All proposed leases and renewals must state on their face that they are subject to the Declarations, By-Laws, and Rules and Regulations of the Association and are subject to the Board's approval. A credit check is required, with a fee of \$25.00 which must be paid by the owner at the time of the application. (No credit check or fee is required for proposed renewals to the same tenant.)

Failure to provide this information may result in a \$250 fine, levied against the unit owner, as well as a delay in moving in. Without the Board's waiver of the right of first refusal, you are not permitted to lease your unit. A copy of the required forms may be obtained from the managing agent.

No lease of a unit or renewal thereof shall be effective until approved in writing by the board of directors. **Said approval shall be at the discretion of the Board providing however, that the Board shall not approve any proposed lease or renewal and no unit owner shall lease a unit under the following circumstances:**

- 1) If the lease is for a period of less than one year or more than 18 months (except a unit owner selling a unit and renting back that same unit prior to moving);
- 2) If the lease or renewal, in conjunction with other leases of units, would result in more than four units being leased at the same time;
- 3) If the unit owner has previously leased his/her unit to the same or a different tenant; or
- 4) If the unit owner has not lived in the unit for a period of at least one year prior to the commencement of the proposed lease.

The above provisions do not apply to the Association in situations in which the Association has exercised its right of first refusal to purchase or lease a unit. However, any leasing of a unit by the Association shall count towards the requirements of (2) above.

Unit owners who sell their unit and then lease back that same unit must fill out a new application form, but a credit check is not required.

At or before the commencement of the lease, the lessee should receive the following from the unit owner:

- 1) Declaration and By-Laws of the Association;
- 2) Rules and Regulations of the Association;
- 3) One (or more) common area keys;
- 4) One (or more) mail box keys.

Lessees moving in or out of the building must provide a \$500 damage deposit and comply with the Rules and Regulations on Moving (see MOVING).

Any unit owner leasing his/her unit shall be responsible for the acts of the tenant and their guests. It is the responsibility of the unit owner to furnish any tenant or purchaser a copy of these Rules and Regulations.

All unit owners who do not reside in their unit shall provide the managing agent with their permanent residence address and telephone number(s) where they may be reached in an emergency, both at home and at work.

The provisions of these Rules and Regulations regarding leasing are enforceable by the Association through an action for eviction and otherwise. In the event of a violation of the Declarations, By-Laws, or these Rules and Regulations by a lessee, the Board in its discretion shall determine what action or actions are to be taken against the unit owner or lessee. The Board's actions may include fines, termination of the lease, eviction, and any other remedy allowed to it by law or otherwise. All expenses of the Association in connection with the enforcement of these provisions, in evicting a lessee, or in otherwise enforcing the Declarations, By-Laws or Rules and Regulations against a lessee, including attorneys' fees, shall be assessed against the account of the unit owner.

MANAGING AGENT

The managing agent is employed by the Association to serve you. All problems and complaints should be directed, in writing, to the managing agent.

MOVING AND LARGE DELIVERIES

When moving in or out, a \$500 damage deposit (by cashier's or certified check) is required to be delivered to the managing agent at least seven days prior to the move.

The deposit will be refunded, by check, after the managing agent has inspected the common areas for damage. Any damage in excess of \$500 will be billed to the unit owners account. It is the owner's responsibility to ensure the area is inspected by the managing agent both before and after the move.

All moves and large deliveries must be made through the rear of the building unless the Board specifically authorizes otherwise. This is to prevent damage to the front entries and hallways. Any failure to post the required deposit or failure to move or have large deliveries made through the rear of the building without prior Board approval is subject to a \$500 fine.

Moves and large deliveries are permitted only during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. to 5:00 p.m. Saturday, Sunday, and Holidays.

NOISE

Unit owners and residents shall not permit or participate in activities in the apartment or building that will unreasonably disturb or interfere with the rights and comfort of others. If you are being disturbed, report the problem to the occupants of the unit causing the problem. If the problem does not cease, notify the managing agent.

PARKING

Each Unit owns one parking space at the back of the building pursuant to the Articles of Incorporation and By-Laws. Unauthorized cars will be towed at the car owner's expense. Do not park, and do not allow visitors to park, at the rear of the building perpendicular to the parking spaces or in the alley to the east of the building. Do not allow guests or visitors to park in someone else's parking space. Cars parked in such areas are subject to being towed at the car owner's expense and responsibility.

PETS

The board of directors may, at any time, for reasonable cause, withdraw a resident's permission to keep a pet.

1. No animals, other than dogs, cats, or other animals reasonably considered by the board of directors to be household pets shall be raised, bred or kept anywhere on the property. No animals may be kept, bred or maintained for any commercial purpose.
2. Pets shall be controlled so as not to create a nuisance anywhere on the property.
3. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any common property or the property of any other resident.
4. A unit owner is responsible for the actions of pets or anyone residing in or visiting his/her unit, and the costs of repairing any damage caused by such pets shall be assessed to the unit owner responsible.

REMODELING

No major remodeling project may be undertaken without the prior, written approval of the board of directors. **Notice of this approval or denial shall be furnished by the Board within thirty days after all of the relevant paperwork has been submitted for review.** This includes any changes to the building's appearance, common elements, limited common elements, electrical, HVAC or plumbing systems. Common elements include hallways, doorways, doors, walls and ceilings. There are also specific standards for floor coverings (see FLOOR COVERINGS).

All unit owners are expected to conform to the applicable building codes of the city of Chicago. Any violations of the building code will adversely affect the entire building and will be rectified by the Association. Any charges incurred in

rectifying a building code violation will be charged to the unit owner's account.

All contractors must sign and abide by the Association's "Rules and Regulations for Independent Contractors". (Copies are available from the managing agent). Failure to sign the agreement or to abide by its provisions are grounds for barring the contractor from the building.

All remodeling plans must be submitted to the managing agent for approval, at least 30 days in advance of the start of the project. If it is necessary for the plans to be reviewed by an engineer and/or architect for conformance to the rules and policies of the Association, the fee for this review will be charged back to the unit owner's account. *VANGUARD*

Failure to submit plans for approval before beginning a project, failure to conform to the submitted plans or failure to secure the appropriate inspections is subject to a fine of \$250. In addition, all expenses required to inspect the remodeling and/or required to restore the common elements of the building will be charged to the unit owner's account. Any finish work required after inspection or restoration remains the responsibility of the unit owner.

In the event of major changes once a project has begun, or any changes to the approved plans for the building's appearance, common elements, electrical, HVAC or plumbing systems, you must contact the managing agent immediately to ensure that the revised plans conform to the rules and policies of the Association.

Construction is permitted between the hours of 8:00 a.m. to 5:00 p.m. weekdays and 10:00 a.m. to 3:00 p.m. Saturdays. No construction is permitted on Sundays and holidays. The management company must be notified of proposed construction dates.

Owners shall obtain from the contractors and must submit to the management company **and to the Board** prior to remodeling;

1. A copy of **the proposed** remodeling contract,
2. Drawings, and
3. Contractor's certificate of liability and workers compensation insurance.

All work must be in compliance with all building, health, and safety codes. Board approval of remodeling work is not tantamount to compliance with building, health, and safety codes.

Any damage to common elements or to other units in the building

caused by the work being done, shall be repaired at the expense of the unit owner causing the damage.

Installation of wood, ceramic tile, or other hard surface floorings must include an underlayment of sound absorbent material approved by the board of directors.

Removal of construction debris, discarded carpeting or flooring from the building premises is the responsibility of the owner. Owners will be charged for any extra cleaning of the common areas and for any additional scavenger expenses necessitated by such remodeling clean-up.

SALE OF UNIT

Any unit owner selling his/her unit must give the Board not less than thirty days notice to exercise its right of first refusal, as provided in the Declarations. Notification will consist of a copy of the sales contract and a properly filled out application form. A credit check is required, with a fee of \$25.00 which must be paid by the purchaser or owner at the time of the application.

Failure to provide this information may result in a \$250 fine, levied against the unit owner, as well as a delay in moving in. Without the Board's waiver of the right of first refusal, you will be unable to close the sale. A copy of the required forms may be obtained from the managing agent.

Persons moving from one unit in the building to another must fill out a new application form, but a credit check is not required.

At or before the closing, the new owner should receive the following from the seller:

- 1) Declaration and By-Laws of the Association;
- 2) Rules and Regulations of the Association;
- 3) One (or more) common area keys;
- 4) One (or more) mail box keys.

Persons moving in or out of the building must provide a \$500 damage deposit and comply with the Rules and Regulations on Moving (see MOVING).

SECURITY

Do not admit anyone to your apartment unless you can identify the person or purpose of the visit.

If you are leaving your unit for an extended period of time, notify the managing agent. Arrange for the removal of newspapers or suspension of delivery service. You may also want to have the

Post Office hold your mail. Also, notify the agent if your keys are lost and change locks promptly.

STORAGE LOCKER ROOMS

There is one storage locker per unit available for your use. Each locker is numbered.

Areas outside the storage locker rooms are to be kept free and clear at all times and cannot be used for storage. Any items found in the aisles will be disposed of accordingly. Combustible materials (paint, gasoline, etc.) are not to be kept in the locker room. Discovery of such materials will result in the notification of the unit owner and the disposal of the materials. Management and the Association are not responsible for loss or damage to personal belongings in the storage locker room.

VANDALISM

Your cooperation is required to help prevent vandalism and abuse to the public areas of the building, including the hallways and other common areas. Any vandalism should be reported to the managing agent so that the necessary action can be taken to apprehend the offender as well as repair the damage.

EXHIBIT C

FILED DATE: 5/20/2020 2:14 PM 2020CH04276

After Protests, Francis Parker School Explains Plans To Buy Condo Building For Expansion

January 8, 2020 at 8:33 pm Filed Under: [Francis Parker School](#), [Francis W. Parker School](#), [Lincoln Park](#)



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CHICAGO (CBS) – Francis W. Parker School in the Lincoln Park neighborhood explained its plans Wednesday to buy a neighboring condo building.

Neighbors complained that Parker, 330 W. Webster Ave., was quietly buying up condos one by one in a building on Belden Avenue to the north of the school.

MOST VIEWED

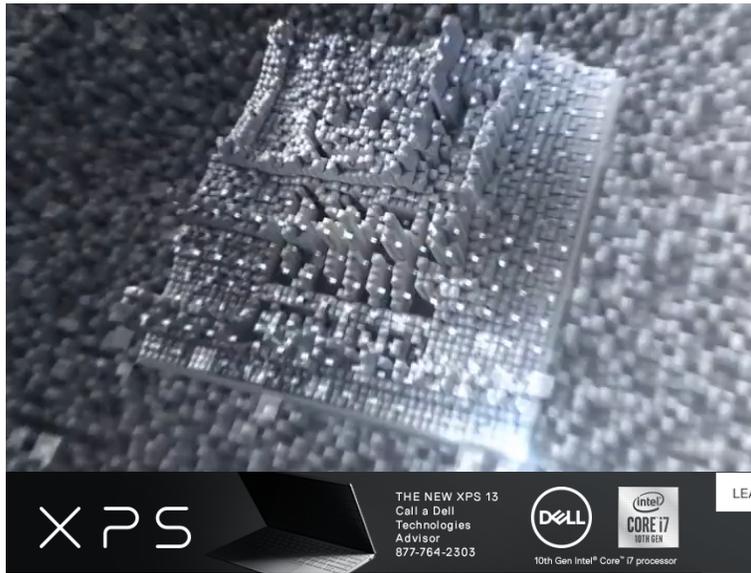


No Threat Found After Skokie SWAT Teams Respond To Report Of Gunman



18 Workers Have Tested Positive For COVID-19 At Tootsie Roll Factory On Southwest Side

ADVERTISING



On Wednesday night in a statement, Parker said one nearby condo association had approached the school to sell a building. Contract negotiations for that sale are under way.

Parker said it has only spoken with condo owners who wanted to sell.

The school said it mostly wants to provide more learning space for current students.

RELATED: [Protesters Confront Francis Parker School About Their Quiet Purchase Of Nearby Condos | Francis Parker School Has Been Flouting Rules By Renting Out Condo Units It's Bought Up, Neighbors Say | Francis Parker School Buys Out Neighboring Condos 'Under Cover Of Night' In Bid To Expand; 'A School Bully With A Big Check'](#)

Past efforts by the school to buy nearby condo buildings were rejected by the condo boards. So neighbors complained going back to the summer that the school was slowly and quietly buying condos in a bid to control board seats.

In October, a school representative said “we bought those two units under cover of night.”

Parker officials have apologized for using the phrase “under the cover of night.” Neighbors said in December that with a looming school expansion, property values are suffering.



Second Illinois Legislator Fighting Stay-At-Home Order, This Time For All Residents



Travel Company Bookit.com Goes Out Of Business Amid COVID-19 Pandemic, Without Refunding Customers



Judge Grants State Lawmaker's Request To Spare Him From Gov. JB Pritzker's Extended Stay-At-Home Order; Governor Vows To Appeal



Police Watchdog Agency Releases New Videos Of Officer Shooting Ariel Roman At Red Line Station



Chicago Weather: Severe Storm Risk Tuesday Afternoon, Evening



Large, Packed Parties Shown Violating Stay-At-Home Order, Some Busted By Police



Man With Dementia Has Recovered From COVID-19, But Can't Get Back To Assisted Living Facility Without New Test



School Food Distribution Center Worker Tested Positive For COVID-19, Some Parents Say They Should've Been Told Patient Worked In Cafeteria

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Denver, Colorado: This Tiny, Unknown Company Is Disrupting A \$200 Billion Industry

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Top US Doctor: Sugar is not the problem (This Is)

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State Rep. Darren Bailey Says Gov. Pritzker's Stay-At-Home Order Extension Violates Constitution

Gov. Pritzker Fighting To In Court To Keep His Stay-At-Home Order Extension



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FILED DATE: 5/20/2020 2:14 PM 2020CH04276

EXHIBIT D

----- Forwarded message -----

From: **Matthew Kirst** <matthewkirst@mac.com>

Date: Fri, Jun 14, 2019 at 8:08 PM

Subject: A Message from The Principal's Office regarding a possible opportunity for Parker

To: Christine T Foushee <christyfoushee@icloud.com>, Woody McCally <awmccally@aol.com>, JBC <jasonbcardenas@yahoo.com>, Frank Cefali <frank.cefali@inteliquent.com>, Sandra Cefali <sanjcefali@gmail.com>, John Weiss <garwoodwho@hotmail.com>, Damon Savoy <damon.savoy@occ.treas.gov>, Jayne D <jaynedeno@gmail.com>, Kieran Sweeney <kieran.sweeney@yahoo.com>, Daniel Morales <daniel.ibsen.morales@gmail.com>, Gwendolyn Morales <gwendolyn.baxter@gmail.com>, Mattie Harris <mctharris@hotmail.com>, Austin Carpenter <austincarp@gmail.com>, Isabel Carpenter <isabelscarpenter@gmail.com>, Gregory D. Grove <grove523@yahoo.com>, Jamie McLaughlin <jpm0612@yahoo.com>, Alexander Keller <alexk@us.ibm.com>, Valerie Le Deroff <vlederoff@gmail.com>, Dan Martino <dmartinond@gmail.com>

Dear Neighbors:

Attached is a message I received earlier today.

I hope you will be able to attend the next meeting of the Belden-by-the-Park Condominium Association on Monday, June 17th at 6:30 pm in 282 of the Parker School.

Regards,

Matthew Kirst
President
Belden-by-the-Park Condominium Association



From Board Chair Rika Yoshida and Principal Dan Frank: A Possible Opportunity for Parker

Dear Parker Community:

On rare occasions, educational institutions are presented with opportunities to consider expanding their footprints by acquiring contiguous property.

In recent months, Parker's neighbors presented us with such an opportunity. The Board of Trustees, which is charged with stewarding Parker's future, has authorized the school to explore the purchase of two condominium buildings on Belden (317-325 W. Belden & 327-335 W. Belden). To date, one building is not interested in selling at our offer price, and the other building has not yet formally responded to our offer. During the exploration process, Parker acted on the

opportunity to purchase two units in one of the buildings, at market pricing.

Parker has no specific plans for the use of these units or these buildings. Parker is always committed to being a good, collaborative neighbor, and should anything material develop, we will share our plans with our own community and with our neighbors and invite comment as appropriate. We appreciate that our neighbors thought of Parker when exploring their options and feel fortunate to have been given the opportunity to make these offers.

Sincerely,

Dan Frank
Principal

Rika Yoshida
Chair, Board of Trustees

Francis W. Parker School | 330 West Webster Avenue | Chicago, Illinois 60614 | 773.797.5101 |



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EXHIBIT E

SAUL EWING
ARNSTEIN
& LEHR^{LLP}

David Sugar
Phone: 312.876.6656
david.sugar@saul.com
www.saul.com

June 27, 2019

VIA EMAIL - mike@baumrealty.com

Mr. Michael Demetriou
Secretary, Board of Trustees
Francis W. Parker School
c/o Baum Realty Group, LLC
1030 W. Chicago Avenue – Suite 309
Chicago, IL 60622

Re: Belden On The Park Condominium Association
Letter of Intent for Bulk Purchase of Condominium Property

Dear Mr. Demetriou:

The undersigned is legal counsel to the Board of Directors of Belden On The Park Condominium Association (“Association”), and this letter is written in such capacity on the Board’s behalf.

For the reasons discussed at the meeting of the Association’s unit owners that you attended on June 17, 2019, please be advised that the Association hereby officially rejects the bulk purchase offer contained in the Letter of Intent transmitted under cover of your May 8, 2019 letter to Mr. Matthew Kirst, and gives notice of its intention not to engage in any further discussions with Francis W. Parker School (“Parker”) or its agents concerning a bulk sale of the Association. As was apparent at the June 17 meeting, the overwhelming majority of the Association’s ownership has no interest in pursuing a bulk sale transaction at this time or at any time in the foreseeable future.

As a matter of fairness, the Association hereby requests that Parker disclose the Association’s decision not to undertake a bulk sale transaction with Parker in the same manner and to the same extent that Parker previously disclosed the bulk purchase offer it sent to the Association. The Association also looks forward to hearing Parker’s plans for the two units in the Association that Parker recently acquired.

Finally, the Board requests that all future communications from Parker be sent to my attention.

Very truly yours,

SAUL EWING ARNSTEIN & LEHR LLP

David Sugar

DS:rbs

161 North Clark ♦ Suite 4200 ♦ Chicago, IL 60601
Phone: (312) 876-7100 ♦ Fax: (312) 876-0288

DELAWARE FLORIDA ILLINOIS MARYLAND MASSACHUSETTS NEW JERSEY NEW YORK PENNSYLVANIA WASHINGTON, DC

A DELAWARE LIMITED LIABILITY PARTNERSHIP

SEA&L_000431

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EXHIBIT F

Belden by the Park Board of Directors
Daniel I. Morales, Secretary
327-335 W Belden Ave, Chicago, IL 60614

August 5, 2019

Francis W. Parker School Board of Trustees
c/o Mike Demetriou, member at large
300 W Webster Ave
Chicago, IL 60614

Dear Neighbors,

We write to request that the Francis W. Parker Board of Trustees meet with the Belden by the Park ("BBTP") Condominium Association Board of Directors to discuss a plan for de-accession of the four units in the BBTP Condominium Association owned or under contract by Parker, or held by other entities for its benefit.

Parker's plurality ownership interest in our small condominium association has caused and will continue to cause BBTP owner-occupiers significant economic and noneconomic harm. In particular, we believe your ownership interest impairs the private property or other legal rights of owner-occupiers in at least the following ways:

1. Loss of alienability/marketability of units: Parker's ownership interest, combined with its publicly announced intent to use the BBTP property to expand the school, effectively deprives owner-occupiers of their right to sell their units on the open property market to the highest bidder. No reasonable homeowner searching for owner-occupied property in Chicago would purchase a unit in BBTP today, since Parker's ownership interest and intent to deconvert deny new property owners reasonable certainty as to how long they may reside in their home. These effects are particularly pronounced in our small, large floor plan vintage building. Each unit in our building requires a substantial investment and any potential owner-occupier in the building would need to plan to live in the home for many years in order to make owning a unit in BBTP worthwhile. Parker has destroyed the market for our units and only de-accession can restore it.
2. Loss of Market Value: Parker's ownership stake depresses the sale price of all remaining units. Parker's purchases have created an effective monopoly for sales in our building: the only purchaser is your school. As a result, current owner-occupiers have a reasonable expectation of loss in the economic value of their units, should an owner-occupier need to sell for any reason.
3. Loss of ability to improve: Undertaking remodeling or other substantial improvements to individual units requires reasonable certainty as to duration of ownership and future market conditions. The specter of deconversion destroys homeowners' ability to predict duration of ownership; Parker's monopoly on sales means the recoverability of any improvement costs are unreasonably uncertain. Multiple unit owners have approached board members to say that they are postponing or abandoning renovation plans because of Parker's ownership stake in the building. The failure of unit owners to make necessary improvements further depresses the value of all owner-occupier's units, which lowers the value of the whole building. The effective

loss of the ability to customize units to homeowner tastes also denies owner-occupiers enjoyment of their property.

4. Degradation of unit owner and surrounding community safety and security: Chicago is a high-crime city, and BBTP is particularly vulnerable to home invasions and other security risks. The existence of four vacant units in BBTP places all homeowners' persons and property in harm's way. Unoccupied units also pose unreasonable fire, water and other safety and property risks to owner-occupiers and the neighborhood in general.

5. Destruction of community: Parker has exploited and exacerbated common fissures in condominiums between recent and established unit owners to drive a wedge between homeowners and increase conflict. This destabilization of our community and the predictable increase in owner-occupier conflict raises the likelihood of sale to Parker by individual homeowners or sale in bulk. In particular, the lack of transparent and direct communication from Parker to all affected homeowners in 2018 and early 2019 regarding its interest in acquiring BBTP has created serious community rifts, emotional pain and turmoil, as well as fears of economic damage, in our owner-occupier community. Parker's continued presence in the building also raises fears of forced eviction in an eventual bulk sale, causing additional emotional distress to residents.

For these reasons the BBTP board believes that Parker's continued possession of units in BBTP poses serious and perhaps legally actionable harms to the owner-occupiers in our community. To remedy these issues we ask to meet with you to discuss the creation of a structured plan for your de-accession of Parker's property interest in BBTP.

De-accession is consistent with the rationale Parker gave for its purchases in our building. On June 17, 2019, Parker's designee, Mike Demetriou, represented to BBTP owner-occupiers that Parker had only purchased units in our building out of goodwill, since Parker did not want new purchasers to have to face the prospect of bulk sale immediately after closing on a new home. Now that bulk sale has been rejected indefinitely, Parker has no reason to hold units or to continue to purchase units in BBTP. For similar reasons, Parker designees should not run for positions on the BBTP board. And until our discussions close, we would appreciate your taking steps to ensure the security of Parker's units.

We ask you, neighbor-to-neighbor, to please respond to this letter no later than August 12, 2019. We were disappointed never to have received a response to the letter sent by our attorney to the Parker Board on June 18, 2019.

We hope to hear from you soon.

Sincerely,

BTTP Board of Directors

Cc: Dan Frank, Principal

EXHIBIT G



Parker

August 21, 2019

Board of Directors of 327-335 Belden by the Park
Attn: Daniel I. Morales, Secretary
327-335 W. Belden Avenue
Chicago, IL 60614

Dear Mr. Morales,

The Francis W. Parker ("Parker") Board of Trustees writes in response to your letter dated August 5, 2019, in which the Board of Directors ("Board") for 327-335 Belden by the Park ("BBTP") ("Association") requested a meeting with Parker to discuss "a plan for de-accession of the four units in the BBTP Condominium Association owned or under contract by Parker..." Please be informed that in response, Parker advises the BBTP Board that Parker does not wish to sell the units to which you refer. Therefore, we respectfully decline your request.

We note that the Association's Board, through your August 5 letter, has made legal threats against Parker. Notably absent from your letter is any discussion of how Parker has violated the governing documents by owning units in the building. Please be advised that Section 18.4 of the Illinois Condominium Property Act imposes a standard for the Board of a condominium association to exercise the care required of a fiduciary for ALL (emphasis added) of the Unit Owners. Among other things, Section 18(b)(2) of the Act requires that there be only one class of unit ownership, mandating that the Board, in the exercise of its fiduciary duty, treat all Unit Owners equally.

We want to clarify the record on the genesis of this process. Parker's interest in BBTP stems from a meeting arranged by Bob Weisen, who suggested that Parker should acquire the building he resides in, 317-325 W Belden, next door to the east of BBTP. Our understanding is that Mr. Weisen suggested to Matthew Kirst, of BBTP, that he should join him at a meeting with Parker. At that meeting -- the first time Parker had contact with Mr. Kirst -- Mr. Kirst informed Parker that he was not present in an official capacity, and that should there be interest in a transaction, Parker would have to make a written offer to the Board. As a result, Parker made an offer to each respective condominium Board.

Parker has been transparent with the BBTP Board and owners as well as with the broader community. As noted above, Parker did not initiate any discussions regarding this matter, nor have we proactively approached individual unit owners. In the future, Parker will continue to proceed as we have, and will respond if and when unit owners wish to discuss ownership of their units with us.

Respectfully,

Rika Yoshida
Chair of the Board

cc: Belden by the Park Board of Directors

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EXHIBIT H

Chicago Residential Lease

For Apartments, Condominiums, Single Family Homes, and Townhomes
 © 2019 by Chicago Association of REALTORS® - All rights reserved
 This Contract is Intended to be a Binding Real Estate Contract

V6.0 2019

Date of Lease	Term of Lease		Monthly Rent
11/25/2019	Lease Beginning Date	Lease Ending Date & Time	\$2,753.70
	11/25/19	11/24/22 5/24/2020 M.D. 01-03-2020 1/3/20	
Leased Address (Premises): 327 W. Belden, Unit 1, Chicago, IL			

In consideration of the mutual covenants and agreements herein stated, Landlord(s) hereby leases to Tenant(s) and Tenant(s) hereby leases from Landlord(s) for use as a private dwelling only, the Premises, together with the fixtures and appliances listed below (if any) in the premises, for the above Term of Lease, subject to all the provisions of this Lease.

[Yes]	[No]	The following are incorporated into the Lease when indicated	
		A Security deposit is being held by Landlord (if any)	\$
If YES, must complete →		Illinois Financial Institution (Name and Address) where Security Deposit shall be or is held (if any)	
		Non-Refundable Move-In Fee (if any)	\$
		Pets Permitted (description of any pet permitted during lease):	
		Parking included in lease (space number(s) if any):	
		Additional Storage Location (if any):	
		Furnished? If yes, attach Rider 23 - Furnished Lease Rider	
		Rent shall include the following (check those that apply):	<input type="checkbox"/> Water <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Basic Cable <input type="checkbox"/> Satellite <input type="checkbox"/> Internet <input type="checkbox"/> Lawn Care <input type="checkbox"/> Snow Removal <input type="checkbox"/> Other
		Personal property owned and provided by Landlord (check those that apply):	<input type="checkbox"/> Refrigerator <input type="checkbox"/> Microwave <input type="checkbox"/> Oven/Range <input type="checkbox"/> Dishwasher <input type="checkbox"/> Washer <input type="checkbox"/> Dryer <input type="checkbox"/> Other
		Landlord's Property Insurer (Required for properties with 4 units or more) (Name, Address, and Phone of Homeowner Insurance Company):	
		Tenant's Property Insurer, if required by Landlord: (Name, Address, and Phone of Renter Insurance Company):	

Identification of Tenant(s):	
Name(s)	Albert Ward McCally, III
Telephone:	(773) 613-3746
Email:	w.mccally@finneganfamilyfdn.org

Landlord(s) or Authorized Management Agent:	
Name(s):	Belden Acquisition, LLC
	Attn: Bob Haugh
Address:	1030 W. Chicago Ave, #200 Chicago, IL 60642
Telephone:	773-797-5500
Email:	bhaugh@fwparker.org

Name(s) of persons authorized to occupy premises:

Person authorized to Act on Behalf Of Owner for the Purpose of Service of Process and Accepting Notices:	
Name:	
Address:	
Telephone:	

Additional Agreements and Covenants: Tenant's Right to Terminate: Tenant may terminate this Lease upon ten(10) days advance written notice to Landlord. MONTHLY RENT: Tenant shall only be obligated to pay rent for the actual number of days Tenant occupies the Premises from and after 11/25/19 (the "Commencement Date"). In the event Tenant has prepaid rent for a period of time after which Tenant has vacated the Premises, Landlord shall refund such rent on a per diem basis. The per diem rental amount is \$91.79 In no event shall the foregoing be deemed to extend the Term of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, on the day first above written.

Tenant(s): <small>SIGNATURE</small>	Albert Ward McCally III <i>Albert Ward McCally III</i>	Landlord(s): <small>SIGNATURE</small>	Belden Acquisition, LLC BY: <i>M.D. R</i> ITS: <i>Manager</i>
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Lead-Based Paint and Radon Disclosures (Separate Documents)

Lead-Based Paint Hazard Disclosure: Applicable Not Applicable

Disclosure of Radon Hazards: Applicable Not Applicable

The parties acknowledge they have received and executed separately the above applicable disclosure(s).

Landlord: _____ Date: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Heating Cost Disclosure

The cost of heating is the responsibility of the ___Tenant___ Landlord. The average monthly cost of utility service projected by the utility providing the primary source of heat (heating supply) based on energy consumption during the most recent annual period of continuous occupancy by one or more prior occupants, current or expected rates and normalized weather by the method approved by the Illinois Commerce Commission is \$_____.

Tenant Acknowledgment [Signature]

Notice of Conditions Affecting Habitability

- None Known
- See Attached

I hereby acknowledge that Landlord has disclosed any code violations, code enforcements litigation and/or compliance board proceedings during the previous 12 months for the Premises and common areas and any notice of intent to terminate utility service, copies of which, if any, are attached to the lease.

Tenant Acknowledgment [Signature]

Tenant hereby acknowledges receipt of the following:

- City of Chicago Building Code Violations (if any)
- Preventing Bedbug Infestations in Apartments Pamphlet
- Protect Your Family From Lead in Your Home Pamphlet
- Radon Testing Guidelines Pamphlet
- City of Chicago Residential Landlord and Tenant Ordinance Summary
- Residential Landlord and Tenant Ordinance Rate of Interest on Security Deposits
- _____ Heating Cost Disclosure (if applicable)
- _____ Security Deposit Receipt (if applicable)
- _____ Condominium Association Rules & Regulations (if applicable)
- _____ Landlord's Recycling Procedures (Required for buildings with 5 or more units)

Tenant Acknowledgment [Signature]

LEASE COVENANTS AND AGREEMENTS

1. **Application.** Tenant covenants that all representations made in the Application for this Lease are incorporated into this Lease and made a part of it. Tenant covenants that all information contained in the Application is true and that this information was given as an inducement for Landlord to enter into this Lease, and therefore constitutes a material covenant.

Tenant Acknowledgment [Signature]

2. **Tenant Inspection Prior to Occupancy: Building Code Violations.** Tenant has inspected the Premises and all common areas of the property to which Tenant has

lawful access during the Lease Term, and is satisfied with their general condition and appearance. Tenant acknowledges that there have been no representations, promises or other undertakings by Landlord, or any agent of Landlord, made to induce Tenant to enter into this Lease, except those expressly made in writing, relative to the repairs, decorating, additions to, or removal of any portion of the Premises or of the property. Tenant further acknowledges that attached hereto are copies, if any, of notices received from the City of Chicago during the twelve months prior to the date hereof concerning code violations, and copies of notices from any utility provider regarding termination of utility services.

Tenant Acknowledgment [Signature]

3. **Tenant Responsibility Regarding Bed Bug Infestation.** Tenant shall be responsible for all requirements and obligations set forth in the Municipal Code of Chicago deemed "Tenant responsibility" and shall be liable for any and all damages which may occur as a result of Tenant's failure to strictly abide by any requirement as set forth in the Municipal Code of Chicago concerning any duty, condition, or responsibility required of Tenant with regard to reporting, treatment, or cooperation with Landlord in regards to Bed Bug infestation.

Tenant Acknowledgment [Signature]

4. **The Rent.** Tenant shall pay the Monthly Rent to Landlord or Landlord's agent on the first day of each month as set forth herein.

5. **Late Fee.** The Monthly Rent shall be automatically increased \$10, plus 5% of the amount by which the Monthly Rent exceeds \$500, as additional rent, if received by Landlord after the 5th of the month for which it is due.

6. **Returned Bank Items.** If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a \$_____ fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.

7. **Possession.** Landlord shall deliver possession of the Premises to Tenant on the Beginning Date of the Lease. If Landlord is unable to deliver possession to Tenant on such date, this Lease shall remain in full force and effect except that the Monthly Rent shall be abated pro rata until possession is delivered, unless Tenant elects to maintain an action for possession of the Premises or, upon written notice to Landlord, elects to terminate this Lease.

8. **Security Deposit.** (If applicable). If Landlord has accepted the Security Deposit to insure Tenant's specific performance of each and every agreement, covenant, rule and obligation contained in this Lease, Landlord shall have the right, but not the obligation, to use the Security Deposit in whole or part, as a setoff against any default, either in payment of rent or other breach, which results in any loss to Landlord. If Tenant has complied with all obligations under this Lease, Landlord shall, within 45 days after Tenant vacates the Premises, refund the Security Deposit. The Security Deposit shall be held in a Federally Insured interest bearing account in a bank, savings and loan association, or other financial institution located in the State of Illinois. Interest on the Security Deposit shall be paid at the rate set by the City Comptroller for security deposits held more than six months and may be paid to Tenant either directly or by credit in the form of a rent reduction. The Security Deposit shall not be allocated by Tenant toward payment of rent.

9. **Use of Premises.** The Premises shall be occupied exclusively for residential purposes by Tenant and the other persons specifically listed in the Application and any children which may be born to or in the legal custody of Tenant during the Lease term. Unless agreed to in writing by Landlord, no person may occupy the Premises for more than a single two week period, during any single year of the Lease term unless listed in the Application. Neither Tenant nor any person in legal occupancy of the Premises shall perform or permit any practice which could cause damage to the reputation of the building or Landlord, be injurious thereto, illegal, immoral, or increase the rate of insurance on the property. At no time during the Term of this Lease shall more persons reside in the Premises than would be permitted by the applicable building and/or zoning codes for the City of Chicago.

Use of Premises as a Shared Housing Unit (as that term is defined in Section 4-14-010 of the Municipal Code of Chicago) (check one)

Shared Housing Units, AirBNB and/or rooms for rent ARE ALLOWED under this Lease. If checked, Shared Housing Acknowledgement must be attached and signed.

Shared Housing Units, AirBNB and/or rooms for rent ARE NOT ALLOWED under this Lease. At no time shall Tenant enter into short-term subleases, rooms for rent, or

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AirBNB agreements or leases. Such agreements will be considered a breach of Lease and cause for termination.

10. Tenant Maintenance Obligations. Tenant shall maintain the Premises in a clean, presentable and safe condition at all times and in accordance with all health, safety and building code regulations. At the termination of this Lease and upon surrender of the Premises, all fixtures, appliances and personal property of Landlord shall be in the same condition as they were on the Beginning Date, normal wear and tear excepted. Landlord may at its sole option use all or part of the Security Deposit (if any) to repair and/or replace any damage to Landlord's property caused either directly by Tenant or by Tenant's negligence.

11. Sublease. Tenant shall not sublease this Lease without the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord may require Tenant to enter a formal written sublease agreement. Any sublease of this Lease shall not release Tenant from Tenant's obligation hereunder, until the full, specific performance and satisfaction of each and every agreement, covenant and obligation hereunder. Tenant shall be liable for any monetary and non-monetary breaches of this Lease caused by Tenant's subtenant.

12. Assignment. Tenant shall not assign this Lease without the prior written consent of Landlord

13. No Alterations. Tenant shall not make or cause to be made any alteration or addition to the Premises, without the prior written consent of Landlord, and shall under no circumstances install any additional lock or security device to the Premises or the property which could impair Landlord's access.

14. Right of Access by Landlord. Tenant shall permit reasonable access to Landlord, and any of Landlord's invitees, agents, or contractors, in accordance with local statutes and ordinances, upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Landlord shall have immediate access to the Premises in case of emergency and where repairs or maintenance elsewhere in the building unexpectedly require such access. Landlord shall give Tenant notice of such entry within two days after such entry.

15. Right of Access to Show Premises to Prospective Tenants and Purchasers. Landlord shall have the right to show the Premises to all prospective Tenants and purchasers, and any of Landlord's other invitees, in accordance with local statutes and/or ordinances. Tenant shall permit reasonable access to Landlord upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. With such notice, Landlord shall also have the right to access the Premises to take photographs/video of the Premises for marketing purposes. Tenant shall be liable for any damages caused to Landlord for failure to cooperate under this provision. Tenant shall not interfere with Landlord's efforts to lease, market, or sell the Premises, and Tenant shall be liable for any damages caused by breach of this provision.

16. Holding Over. Tenant shall be liable for double the Monthly Rent in the event that Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease. Landlord may at its sole option, upon written notice to Tenant, create a month to month tenancy between Landlord and Tenant under the same terms and conditions of this Lease. Additionally, if Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease and pays less than double the Monthly Rent and Landlord accepts payment, this shall become a month to month tenancy, and not a year to year tenancy, between Landlord and Tenant under the same terms and conditions of this Lease.

17. Heat and Water. If heat is included in the Monthly Rent, Landlord will provide the supply of heat at no additional cost to Tenant during the winter months, at a level prescribed by statute or local ordinance. Water in reasonable quantities, strictly for residential use, is included in the Monthly Rent.

18. Utilities. Tenant is responsible for the provision and direct payment to utility providers for the utilities NOT included in the rent as outlined on page one of the Lease. Tenant is required to establish accounts with the utility providers no later than the Lease Beginning Date set forth on page one. Should Landlord become obligated for payment of any utility for which Tenant is liable under the terms of this Lease, such payment by Landlord shall become an additional rent payment due and payable by Tenant.

19. Damages and Negligence. Tenant shall be liable for any damage done to the premises as a result of Tenant's or Tenant's invitees, guests, or others authorized to reside in the Premises direct action, negligence or failure to inform Landlord of repairs necessary to prevent damage to the Premises.

20. Abandonment. The Premises shall be deemed abandoned when the criteria set forth in the Chicago Residential Landlord/Tenant Ordinance have been met, and Landlord shall have the right to relet the Premises and dispose of Tenant's possessions in the manner prescribed by law.

21. Notices. Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession of the Premises; or by certified mail addressed to Tenant, return receipt requested; or by posting it upon the Premises

door, if no authorized person under the Lease is in possession of the Premises. Further, except when a statute or ordinance requires notice to be sent by a particular means, Tenant agrees that all Tenant and building notices may be delivered by electronic communication (e-mail) to any e-mail address listed on page 1 for Tenant. This is including but not limited to, late rent notices, notices of entry, fine notices, building maintenance updates, and lease renewal options. Tenant agrees to inform Landlord immediately in writing of any email address change.

22. Damage or Destruction. If the Premises or any part of the property is destroyed or damaged to an extent that makes the Premises uninhabitable, this Lease may be terminated in accordance with applicable statutes or ordinances. In such an event, Landlord does not undertake any covenant to repair or restore the Premises to a habitable condition.

23. Tenant's Personal Property. Except as provided by applicable law, Landlord shall not be responsible for the loss of any of Tenant's personal property in the Premises or on any part of the property. Tenant shall obtain insurance sufficient to cover all potential losses.

24. Landlord's Title. Tenant shall commit no act which could in any way encumber Landlord's title to the property of which the Premises forms a part. In the event that Tenant does create or cause any encumbrance against the title, it shall be cured within five days after demand by Landlord. Any encumbrance created by Tenant shall constitute a material breach of this Lease. Tenant shall be liable to Landlord for all costs and damages incurred by Landlord, including all legal fees incurred as a result of any breach of this provision, to the extent permitted by statute or local ordinance.

25. Legal Expenses. Tenant shall be liable for all legal fees and costs incurred by Landlord as a result of Landlord's efforts to enforce any provision of this Lease, to the extent permitted by court rules, statute or local ordinance.

26. Litigation Escrow. In the event that Tenant withholds rent in excess of that allowed by statutes or local ordinance, and Landlord institutes a lawsuit in Forcible Entry and Detainer to regain possession of the Premises, or in contract to enforce any provision of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.

27. Surrender of Possession. Tenant shall surrender possession of the Premises and return the keys to Landlord or Landlord's agent, immediately upon expiration of this Lease, or upon termination due to Tenant's breach. Surrender of possession shall also be deemed to have occurred if Tenant returns the keys to Landlord prior to the expiration of this Lease.

28. Subordination of Lease/Estoppel. This Lease is subordinate to all mortgages upon the property of which the Premises forms a part, either in place at the time of Lease execution, or which may be placed upon the property at any time during the term of this Lease. Tenant shall execute any estoppel letter required by any mortgage lender or purchaser of the property, relative to the affirmation of Tenant's Lease status.

29. Eminent Domain. If all or part of the Premises or the property of which the Premises forms a part is condemned, expropriated or otherwise regulated by any governmental authority in a manner which would prevent lawful occupancy, this Lease shall be terminated and Tenant shall not be entitled to any compensation.

30. Heirs and Assigns. All of the promises, covenants and agreements and conditions contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

31. Acceptance of Rent after Tenant Breach. Except where a breach is for non-payment of rent, Landlord may accept rent after a Tenant breach and the rent will be retained for use and occupancy of the Premises and shall not serve to extinguish Landlord's rights or remedies relative to any lawsuit that may be filed or in progress at the time of Tenant breach.

32. Time of the Essence. Time is of the essence for the payment of rent and the performance of each and every covenant, term, agreement and condition of this Lease, and Tenant shall be held in strict compliance with same.

33. Severability. In the event that any provision, paragraph, rule or covenant contained in this Lease is deemed invalid or unenforceable, all remaining portions of this Lease shall survive and be construed in their entirety.

34. Landlord's Remedies. All rights and remedies granted to Landlord hereunder shall be deemed distinct, separate and cumulative and the exercise of one or more thereof shall not waive, extinguish or preclude the exercise of any other right or remedy, unless same is specifically prohibited by court rules, statute or local ordinance. Tenant shall be required to comply strictly with all provisions, covenants and agreements hereunder, and no waiver shall be implied from Landlord's failure to exercise any of its rights or remedies.

35. No Additional Energy Draining Devices. Tenant is prohibited from installing any appliance or device to draw electricity, gas, or any other form of energy from any part of the property other than the Premises. Tenant shall further not install any devices which are not deemed ordinary household appliances or fixtures.

36. Storage. Tenant shall not be entitled to storage space outside the Premises, unless additional storage is specified on page one.

37. **Joint and Several Liability.** All persons executing this Lease shall be jointly and severally liable for the performance of each and every agreement, covenant and obligation hereunder.

38. **Re-Keying of Locks upon Prior Tenant Vacating.** Tenant shall have the right to change or re-key the lock(s) to the Premises, and shall promptly provide notice thereof to Landlord. Tenant shall immediately provide Landlord a copy of the key to the new lock. In the event that Tenant fails to give Landlord the new key upon Landlord's request, such failure shall be deemed an act by Tenant of Material Non-Compliance under the terms of this Lease.

39. **Criminal Activity by Tenant.** If Tenant(s) or occupant(s), visitors, or guests on one or more occasions, uses or permits the use of the leased premises for the commission of a felony or Class A misdemeanor under the laws of Illinois, Landlord shall have the right to void the lease and recover the leased premises.

40. **Rules and Regulations of Condominium/Homeowners Association.** If the premises is a condominium or part of a Homeowners Association, Tenant (and any person occupying the premises and any of Tenant's guests, invitees, and/or assigns) shall comply at all times with any and all rules, regulations, bylaws, easements, declarations, covenants, restrictions, directions, and/or other provisions of the Condominium/Homeowners Association for the leased Premises. Tenant (and/or Tenant's assigns) does not obtain any voting rights of Landlord with respect to any matters for which a vote is held by or on behalf of the Condominium/Homeowners Association.

RULES AND REGULATIONS

1. Unless permitted on page one, no animals are permitted on the property and in the Premises without Landlord's prior written consent, which consent is deemed a license revocable with 10 days written notice by Landlord.
2. Entry ways, passages, public halls and common areas may not be obstructed in any way, and may not be used for storage, recreation, congregation or play, or in any manner that might endanger any occupant, invitee or licensee of the building.
3. All deliveries, except for small packages and mail, must be made through the rear or service entrance, or a special entrance designated for special deliveries.
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5. No vehicle or bicycle is allowed in the Premises, building or any common area of the property, unless there is a specific area designated for same.

6. Incinerators and waste receptacles shall be used in accordance with posted signs, and all items placed therein shall be neatly packaged and deposited. No explosive device or any parcel or item shall be deposited therein which could cause danger.

7. No sign or advertisement shall be placed in, around or upon any area of the Premises or building without prior written consent of Landlord, which consent shall constitute a license revocable immediately upon written notice of Landlord.

8. No items of personal property shall be placed in, around or upon any common area of the building.

9. No noise or other sound is permitted which disturbs the other occupants from quiet enjoyment of their apartment or common areas of the property.

10. No cooking, baking or similar activity is permitted outside the kitchen area, except when grills are allowed on the balcony of an apartment. However, any liability or loss arising from the use or operation of a grill shall be borne by Tenant.

11. No vertical or horizontal projection, machinery, device or receiver of any type, including satellite dishes, shall be attached in, around or upon any part of the Premises or the property without Landlord's written consent.

12. No unsightly or unsanitary practice which could undermine the sanitation, health or appearance of the building interior or exterior shall be permitted.

13. No activity carried on within the Premises or common areas of the property will be permitted which threatens the health, safety or property of any building occupant, or of Landlord.

14. Plumbing and electrical facilities in the Premises shall be maintained diligently and neatly at all times.

15. The use of water furniture is prohibited.

16. If the building is served by an elevator, Tenant must reserve move-in and move-out times in accordance with Landlord's policies.

18. These Rules and Regulations are not exhaustive and may be supplemented or modified from time to time upon written notice to Tenant.

Guaranty: On _____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and the performance by Tenant, Tenant's heirs, executors, administrators, successors or assigns of all covenants and agreements of this Lease.

Guarantor: _____

Guarantor Information:

Name	
Address	
Phone	
Email	

EXHIBIT I

Chicago Residential Lease

For Apartments, Condominiums, Single Family Homes, and Townhomes
 © 2019 by Chicago Association of REALTORS® - All rights reserved
 This Contract is Intended to be a Binding Real Estate Contract

V6.0 2019

Date of Lease	Term of Lease		Monthly Rent
/ / 2019	Lease Beginning Date	Lease Ending Date & Time	Exhibit A*

Leased Address (Premises):	333 W. Belden, #1, Chicago, Illinois 60614
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In consideration of the mutual covenants and agreements herein stated, Landlord(s) hereby leases to Tenant(s) and Tenant(s) hereby leases from Landlord(s) for use as a private dwelling only, the Premises, together with the fixtures and appliances listed below (if any) in the premises, for the above Term of Lease, subject to all the provisions of this Lease.

[Yes]	[No]	The following are incorporated into the Lease when indicated	
✓	✓	A Security deposit is being held by Landlord (if any)	\$
If YES, must complete →		Illinois Financial Institution (Name and Address) where Security Deposit shall be or is held (if any)	
✓	✓	Non-Refundable Move-In Fee (if any)	\$
✓		Pets Permitted (description of any pet permitted during lease):	cats
✓		Parking included in lease (space number(s) if any):	P-6
✓		Additional Storage Location (if any):	Storage spaces assigned to unit
		Furnished? If yes, attach Rider 23 - Furnished Lease Rider	
		Rent shall include the following (check those that apply):	<input checked="" type="checkbox"/> Water <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Basic Cable <input type="checkbox"/> Satellite <input type="checkbox"/> Internet <input type="checkbox"/> Lawn Care <input type="checkbox"/> Snow Removal <input type="checkbox"/> Other
		Personal property owned and provided by Landlord (check those that apply):	<input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Microwave <input checked="" type="checkbox"/> Oven/Range <input type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Washer <input checked="" type="checkbox"/> Dryer <input type="checkbox"/> Other
		Landlord's Property Insurer (Required for properties with 4 units or more) (Name, Address, and Phone of Homeowner Insurance Company):	
		Tenant's Property Insurer, if required by Landlord: (Name, Address, and Phone of Renter Insurance Company):	

Identification of Tenant(s):	
Name(s)	Mattie Harris
	333 W. Belden, Unit 1, Chicago, Illinois
Telephone:	
Email:	

Landlord(s) or Authorized Management Agent:	
Name(s):	Belden Acquisition, LLC
Address:	
Telephone:	
Email:	

Name(s) of persons authorized to occupy premises:

Person authorized to Act on Behalf Of Owner for the Purpose of Service of Process and Accepting Notices:	
Name:	
Address:	
Telephone:	

Additional Agreements and Covenants:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, on the day first above written.

Tenant(s): SIGNATURE 	Landlord(s): SIGNATURE _____ _____
------------------------------------	--

FILED DATE: 5/20/2020 2:14 PM 2020CH04276

Lead-Based Paint and Radon Disclosures (Separate Documents)

Lead-Based Paint Hazard Disclosure: Applicable Not Applicable

Disclosure of Radon Hazards: Applicable Not Applicable

The parties acknowledge they have received and executed separately the above applicable disclosure(s).

Landlord: _____ Date: _____

Landlord: _____ Date: _____

Tenant: Matthew C. Harris Date: 11/24/2019

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Heating Cost Disclosure

The cost of heating is the responsibility of the Tenant Landlord. The average monthly cost of utility service projected by the utility providing the primary source of heat (heating supply) based on energy consumption during the most recent annual period of continuous occupancy by one or more prior occupants, current or expected rates and normalized weather by the method approved by the Illinois Commerce Commission is \$ _____.

Tenant Acknowledgment AA

Notice of Conditions Affecting Habitability

None Known

See Attached

I hereby acknowledge that Landlord has disclosed any code violations, code enforcements litigation and/or compliance board proceedings during the previous 12 months for the Premises and common areas and any notice of intent to terminate utility service, copies of which, if any, are attached to the lease.

Tenant Acknowledgment AA

Tenant hereby acknowledges receipt of the following:

- City of Chicago Building Code Violations (if any)
- Preventing Bedbug Infestations in Apartments Pamphlet
- Protect Your Family From Lead in Your Home Pamphlet
- Radon Testing Guidelines Pamphlet
- City of Chicago Residential Landlord and Tenant Ordinance Summary
- Residential Landlord and Tenant Ordinance Rate of Interest on Security Deposits
- Heating Cost Disclosure (if applicable)
- Security Deposit Receipt (if applicable)
- Condominium Association Rules & Regulations (if applicable)
- Landlord's Recycling Procedures (Required for buildings with 5 or more units)

Tenant Acknowledgment AA

LEASE COVENANTS AND AGREEMENTS

~~1. Application. Tenant covenants that all representations made in the Application for this Lease are incorporated into this Lease and made a part of it. Tenant covenants that all information contained in the Application is true and that this information was given as an inducement for Landlord to enter into this Lease, and therefore constitutes a material covenant.~~

Tenant Acknowledgment _____

2. Tenant Inspection Prior to Occupancy: Building Code Violations. Tenant has inspected the Premises and all common areas of the property to which Tenant has

lawful access during the Lease Term, and is satisfied with their general condition and appearance. Tenant acknowledges that there have been no representations, promises or other undertakings by Landlord, or any agent of Landlord, made to induce Tenant to enter into this Lease, except those expressly made in writing, relative to the repairs, decorating, additions to, or removal of any portion of the Premises or of the property. Tenant further acknowledges that attached hereto are copies, if any, of notices received from the City of Chicago during the twelve months prior to the date hereof concerning code violations, and copies of notices from any utility provider regarding termination of utility services.

Tenant Acknowledgment AA

3. Tenant Responsibility Regarding Bed Bug Infestation. Tenant shall be responsible for all requirements and obligations set forth in the Municipal Code of Chicago deemed "Tenant responsibility" and shall be liable for any and all damages which may occur as a result of Tenant's failure to strictly abide by any requirement as set forth in the Municipal Code of Chicago concerning any duty, condition, or responsibility required of Tenant with regard to reporting, treatment, or cooperation with Landlord in regards to Bed Bug infestation.

Tenant Acknowledgment AA

4. The Rent. Tenant shall pay the Monthly Rent to Landlord or Landlord's agent on the first day of each month as set forth herein.

~~5. Late Fee. The Monthly Rent shall be automatically increased \$10, plus 5% of the amount by which the Monthly Rent exceeds \$500, as additional rent, if received by Landlord after the 5th of the month for which it is due.~~

~~6. Returned Bank Items. If any check or other bank instrument tendered for payment of any tenant obligation hereunder is returned for insufficient funds, Tenant shall pay Landlord a \$ _____ fee as additional rent. Landlord shall further have the right to demand that any such returned item be replaced by a cashier's check or money order. If Tenant tenders more than two checks or bank drafts during the term of this Lease which are returned for insufficient funds, Landlord shall have the right to demand that all future obligations hereunder be paid by cashier's check or money order.~~

7. Possession. Landlord shall deliver possession of the Premises to Tenant on the Beginning Date of the Lease. If Landlord is unable to deliver possession to Tenant on such date, this Lease shall remain in full force and effect except that the Monthly Rent shall be abated pro rata until possession is delivered, unless Tenant elects to maintain an action for possession of the Premises or, upon written notice to Landlord, elects to terminate this Lease.

~~8. Security Deposit. (If applicable). If Landlord has accepted the Security Deposit to insure Tenant's specific performance of each and every agreement, covenant, rule and obligation contained in this Lease, Landlord shall have the right, but not the obligation, to use the Security Deposit in whole or part, as a setoff against any default, either in payment of rent or other breach, which results in any loss to Landlord. If Tenant has complied with all obligations under this Lease, Landlord shall, within 45 days after Tenant vacates the Premises, refund the Security Deposit. The Security Deposit shall be held in a Federally insured interest bearing account in a bank, savings and loan association, or other financial institution located in the State of Illinois. Interest on the Security Deposit shall be paid at the rate set by the City Comptroller for security deposits held more than six months and may be paid to Tenant either directly or by credit in the form of a rent reduction. The Security Deposit shall not be allocated by Tenant toward payment of rent.~~

9. Use of Premises. The Premises shall be occupied exclusively for residential purposes by Tenant and the other persons specifically listed in the Application and any children which may be born to or in the legal custody of Tenant during the Lease term. Unless agreed to in writing by Landlord, no person may occupy the Premises for more than a single two week period, during any single year of the Lease term unless listed in the Application. Neither Tenant nor any person in legal occupancy of the Premises shall perform or permit any practice which could cause damage to the reputation of the building or Landlord, be injurious thereto, illegal, immoral, or increase the rate of insurance on the property. At no time during the Term of this Lease shall more persons reside in the Premises than would be permitted by the applicable building and/or zoning codes for the City of Chicago.

Use of Premises as a Shared Housing Unit (as that term is defined in Section 4-14-010 of the Municipal Code of Chicago) (check one)

Shared Housing Units, AirBNB and/or rooms for rent ARE ALLOWED under this Lease. If checked, Shared Housing Acknowledgement must be attached and signed.

Shared Housing Units, AirBNB and/or rooms for rent ARE NOT ALLOWED under this Lease. At no time shall Tenant enter into short-term subleases, rooms for rent, or

Airbnb agreements or leases. Such agreements will be considered a breach of Lease and cause for termination.

10. Tenant Maintenance Obligations. Tenant shall maintain the Premises in a clean, presentable and safe condition at all times and in accordance with all health, safety and building code regulations. At the termination of this Lease and upon surrender of the Premises, all fixtures, appliances and personal property of Landlord shall be in the same condition as they were on the Beginning Date, normal wear and tear excepted. Landlord may at its sole option use all or part of the Security Deposit (if any) to repair and/or replace any damage to Landlord's property caused either directly by Tenant or by Tenant's negligence.

11. Sublease. Tenant shall not sublease this Lease without the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord may require Tenant to enter a formal written sublease agreement. Any sublease of this Lease shall not release Tenant from Tenant's obligation hereunder, until the full, specific performance and satisfaction of each and every agreement, covenant and obligation hereunder. Tenant shall be liable for any monetary and non-monetary breaches of this Lease caused by Tenant's subtenant.

12. Assignment. Tenant shall not assign this Lease without the prior written consent of Landlord

13. No Alterations. Tenant shall not make or cause to be made any alteration or addition to the Premises, without the prior written consent of Landlord, and shall under no circumstances install any additional lock or security device to the Premises or the property which could impair Landlord's access.

14. Right of Access by Landlord. Tenant shall permit reasonable access to Landlord, and any of Landlord's invitees, agents, or contractors, in accordance with local statutes and ordinances, upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. Landlord shall have immediate access to the Premises in case of emergency and where repairs or maintenance elsewhere in the building unexpectedly require such access. Landlord shall give Tenant notice of such entry within two days after such entry.

15. Right of Access to Show Premises to Prospective Tenants and Purchasers. Landlord shall have the right to show the Premises to all prospective Tenants and purchasers, and any of Landlord's other invitees, in accordance with local statutes and/or ordinances. Tenant shall permit reasonable access to Landlord upon receiving 2 days' notice by mail, telephone, written notice or other means designed in good faith to provide notice. With such notice, Landlord shall also have the right to access the Premises to take photographs/video of the Premises for marketing purposes. Tenant shall be liable for any damages caused to Landlord for failure to cooperate under this provision. Tenant shall not interfere with Landlord's efforts to lease, market, or sell the Premises, and Tenant shall be liable for any damages caused by breach of this provision.

16. Holding Over. Tenant shall be liable for double the Monthly Rent in the event that Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease. Landlord may at its sole option, upon written notice to Tenant, create a month to month tenancy between Landlord and Tenant under the same terms and conditions of this Lease. Additionally, if Tenant retains possession of all or any part of the Premises after the Ending Date of this Lease and pays less than double the Monthly Rent and Landlord accepts payment, this shall become a month to month tenancy, and not a year to year tenancy, between Landlord and Tenant under the same terms and conditions of this Lease.

17. Heat and Water. If heat is included in the Monthly Rent, Landlord will provide the supply of heat at no additional cost to Tenant during the winter months, at a level prescribed by statute or local ordinance. Water in reasonable quantities, strictly for residential use, is included in the Monthly Rent.

18. Utilities. Tenant is responsible for the provision and direct payment to utility providers for the utilities NOT included in the rent as outlined on page one of the Lease. Tenant is required to establish accounts with the utility providers no later than the Lease Beginning Date set forth on page one. Should Landlord become obligated for payment of any utility for which Tenant is liable under the terms of this Lease, such payment by Landlord shall become an additional rent payment due and payable by Tenant.

19. Damages and Negligence. Tenant shall be liable for any damage done to the premises as a result of Tenant's or Tenant's invitees, guests, or others authorized to reside in the Premises direct action, negligence or failure to inform Landlord of repairs necessary to prevent damage to the Premises.

20. Abandonment. The Premises shall be deemed abandoned when the criteria set forth in the Chicago Residential Landlord/Tenant Ordinance have been met, and Landlord shall have the right to relet the Premises and dispose of Tenant's possessions in the manner prescribed by law.

21. Notices. Any legal notice or demand may be served by tendering it to any person thirteen years old or older residing on or in possession of the Premises; or by certified mail addressed to Tenant, return receipt requested; or by posting it upon the Premises

door, if no authorized person under the Lease is in possession of the Premises. Further, except when a statute or ordinance requires notice to be sent by a particular means, Tenant agrees that all Tenant and building notices may be delivered by electronic communication (e-mail) to any e-mail address listed on page 1 for Tenant. This is including but not limited to, late rent notices, notices of entry, fine notices, building maintenance updates, and lease renewal options. Tenant agrees to inform Landlord immediately in writing of any email address change.

22. Damage or Destruction. If the Premises or any part of the property is destroyed or damaged to an extent that makes the Premises uninhabitable, this Lease may be terminated in accordance with applicable statutes or ordinances. In such an event, Landlord does not undertake any covenant to repair or restore the Premises to a habitable condition.

23. Tenant's Personal Property. Except as provided by applicable law, Landlord shall not be responsible for the loss of any of Tenant's personal property in the Premises or on any part of the property. Tenant shall obtain insurance sufficient to cover all potential losses.

24. Landlord's Title. Tenant shall commit no act which could in any way encumber Landlord's title to the property of which the Premises forms a part. In the event that Tenant does create or cause any encumbrance against the title, it shall be cured within five days after demand by Landlord. Any encumbrance created by Tenant shall constitute a material breach of this Lease. Tenant shall be liable to Landlord for all costs and damages incurred by Landlord, including all legal fees incurred as a result of any breach of this provision, to the extent permitted by statute or local ordinance.

25. Legal Expenses. ~~Tenant shall be liable for all legal fees and costs incurred by Landlord as a result of Landlord's efforts to enforce any provision of this Lease, to the extent permitted by court rules, statute or local ordinance.~~

26. Litigation Escrow. In the event that Tenant withholds rent in excess of that allowed by statutes or local ordinance, and Landlord institutes a lawsuit in Forcible Entry and Detainer to regain possession of the Premises, or in contract to enforce any provision of this Lease, Tenant shall place such excess rent with the Clerk of Circuit Court, pending disposition of the lawsuit.

27. Surrender of Possession. Tenant shall surrender possession of the Premises and return the keys to Landlord or Landlord's agent, immediately upon expiration of this Lease, or upon termination due to Tenant's breach. Surrender of possession shall also be deemed to have occurred if Tenant returns the keys to Landlord prior to the expiration of this Lease.

28. Subordination of Lease/Estoppel. This Lease is subordinate to all mortgages upon the property of which the Premises forms a part, either in place at the time of Lease execution, or which may be placed upon the property at any time during the term of this Lease. Tenant shall execute any estoppel letter required by any mortgage lender or purchaser of the property, relative to the affirmation of Tenant's Lease status.

29. Eminent Domain. If all or part of the Premises or the property of which the Premises forms a part is condemned, expropriated or otherwise regulated by any governmental authority in a manner which would prevent lawful occupancy, this Lease shall be terminated and Tenant shall not be entitled to any compensation.

30. Heirs and Assigns. All of the promises, covenants and agreements and conditions contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Landlord and Tenant.

31. Acceptance of Rent after Tenant Breach. Except where a breach is for non-payment of rent, Landlord may accept rent after a Tenant breach and the rent will be retained for use and occupancy of the Premises and shall not serve to extinguish Landlord's rights or remedies relative to any lawsuit that may be filed or in progress at the time of Tenant breach.

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Guarantor: _____

Guarantor Information:

Name	
Address	
Phone	
Email	

REVIEWED

Bed bugs can be found in homes, apartments, hotels, schools, dormitories, shelters, offices and other places. This brochure provides information on bed bugs and what you should do if you have or suspect you have a bed bug infestation in your apartment. It also describes your rights and responsibilities as a tenant.

Why is this brochure being provided to me?

In 2013, the City of Chicago passed an ordinance to help address the growing problem of bed bugs. This ordinance provides that landlords and tenants share the responsibility in preventing and controlling bed bug infestations. Further, the ordinance requires that landlords provide an informational brochure on bed bugs to tenants. This informational brochure, developed by the Chicago Department of Public Health, is intended to meet this requirement.

What are bed bugs?

Bed bugs are small, flat, wingless insects. They feed on blood and can be a nuisance for individuals. They are named for their tendency to live on mattresses or other parts of a bed.

What do bed bugs look like?

Adult bed bugs are roughly the size, shape and color of an apple seed: 1/4 of an inch in length and light or reddish-brown in color. Immature forms of bed bugs are smaller and lighter in color. Eggs are tiny and white. You should be able to see the adult form with your naked eye, but may need a magnifying glass to see the immature forms or eggs. Please refer to the website listed at the end of this brochure for pictures of bed bugs.

Where do bed bugs live?

Bed bugs can be found anywhere people sleep, sit or lay down. They can be found on mattresses and box springs, especially near the piping, seams and tags, and in cracks and crevices of head boards and bed frames. They can also be found in other furniture, especially in the seams and zippers of chairs and couches, in the folds of curtains, in drawer joints, in electrical outlets, behind picture frames and in other tight spaces.

REVIEW
Prevention
BEHOB
Infestations in Apartments



How can bed bugs get into an apartment?

Bed bugs can get into an apartment by hitching a ride on mattresses or other bedding, furniture, clothing and baggage. Once in an apartment, they can crawl from one room to another, or get into an adjacent apartment by crawling through small cracks or holes in walls or ceilings or under doors. Because bed bugs do not have wings, they cannot fly into or around your apartment.

What can I do to prevent bed bugs from getting into my apartment?

Bed bugs can be found most anywhere, so ALWAYS be aware of your surroundings. Always check furniture and bedding, especially those bought secondhand, for signs of bed bugs before you buy them. NEVER bring items that someone else has disposed of into your apartment, as these items may be infested with bed bugs. When returning home from travel within or from outside the U.S., ALWAYS inspect your luggage carefully for signs of bed bugs before you bring the luggage into your apartment.

What else can I do to prevent a bed bug infestation?

Reduce clutter, especially in bedrooms. Store unused items in sealed containers or plastic bags. Wash and dry bedding often. Check beds and furniture for signs of bed bugs. Purchase mattress and box spring covers.

Do bed bugs transmit disease?

No, bed bugs are not known to transmit disease.

Are there other health concerns related to bed bugs?

Yes. Their bites, like those of other insects, may cause an allergic reaction with swelling, redness and itching. Their presence may cause people to be anxious and lose sleep.

How do I know if I have a bed bug infestation in my apartment?

Though bites may be an indicator of a bed bug infestation, they are generally a poor one as not all people will react to bed bug bites or the bites may be due to other reasons. The best indication of an infestation is to look for physical signs of bed bugs such as live or dead bed bugs, eggs or eggshells or tiny dark spots or reddish stains on mattresses or other places where bed bugs live.

What should I do if I suspect there are bed bugs in my apartment?

Under this ordinance, tenants MUST call their landlord immediately then follow-up in writing. Tenants SHOULD NOT try to get rid of the bed bugs by applying chemicals, "bug bombs" or pesticides as these do not work and could make you, your family or neighbors sick. Once a tenant has notified the landlord, wait for additional instructions from the landlord and pest management professional. Prompt notification and treatment will help prevent the further spread of bed bugs.

Should I dispose of bedding, clothing or other materials that may be infested?

Disposing of these items is probably not necessary unless directed by a pest management professional. If there are items that do need to be disposed of, do so carefully by sealing them in plastic bags so as to not spread bed bugs further. The ordinance prohibits the recycling of any bed bug infested materials and requires that any bed bug infested materials be totally enclosed in a plastic bag and labeled as being infested with bed bugs when disposed.

What should I do with any linens or clothes that may be infested?

- Wash all linen and other infested materials (including clothing) in hot water, then after drying the clothes, keep them in the dryer and dry for an additional 20 minutes on the highest setting.
- Put un-washable or "dry clean only" materials in the dryer on the highest setting for at least 20 minutes.
- If you have to launder in a common area of the building or at a laundromat, make sure all items are enclosed in a bag before leaving your apartment to prevent the further spread of bed bugs.
- Once all these materials are laundered and dried, seal them in clean bags so bed bugs can't re-infest them.

What are my responsibilities as a tenant under this ordinance?

Tenants have two main responsibilities under this ordinance:

- 1) Notify your landlord within 5 days of suspecting a bed bug infestation;
- 2) Cooperate with the landlord by adhering to the following:

- Don't interfere with an inspection or with a treatment.
- Grant access to your apartment for an inspection or a treatment.
- Make the necessary preparations, as instructed by your landlord or a pest management professional, prior to an inspection or a treatment.
- Dispose of any items that a pest management professional has determined can not be treated or cleaned.
- Enclose in a plastic bag any personal property that will be moved through any common area of the building, or stored in any other location.

Are there any exemptions to these tenant responsibilities?

Yes. The ordinance exempts tenants who live in an assisted living or shared housing establishment, or similar living arrangement, where the establishment is required to provide the tenant assistance with activities of daily living or mandatory services. In such cases, the landlord is responsible for making the necessary preparations and removing or disposing of any personal property.

What penalties can a tenant face for not complying with these requirements?

The ordinance allows the city to issue fines to tenants for not complying with these requirements. Fines can go as high as \$2,000 for a third offense. Landlords can not fine tenants.

What are my rights as a tenant under this ordinance?

Landlords can't retaliate against a tenant if the tenant:

- Complains of a bed bug infestation to a governmental agency elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code.
- Complains of a bed bug infestation to a community organization or to the news-media.
- Seeks the assistance of a community organization or the news-media to remedy a bed bug infestation.
- Asks the landlord to provide pest control measures.
- Testifies in court concerning any bed bug infestation.

What are my landlord's responsibilities under this ordinance?

Landlords have three main responsibilities under this ordinance:

- 1) Educate tenants about bed bugs by providing this brochure when tenants sign a new or renew an existing lease or other rental agreement.

- 2) Notify tenants prior to any inspection or treatment of their apartment for bed bugs and provide instructions for preparing the apartment.

- 3) Get rid of the bed bug infestation by providing pest control services by a pest management professional and paying for this service.

How much time does a landlord have to provide a pest management professional?

The ordinance allows landlords up to 10 days to have a pest management professional come to inspect your apartment.

Does the ordinance require any specific type of inspection or treatment?

If bed bugs are in an apartment, there is a chance they may be found in additional apartments in that same building, especially those closest to the apartment with the bed bugs. As a result, the apartments on either side and directly above and below the apartment with the bed bugs need to be inspected and if necessary, treated. Treatment will only occur if bed bugs are found.

Do these requirements apply to condominiums or cooperative building?

Yes, but only to units that are being rented.

What penalties can a landlord face for not complying with these requirements?

The ordinance allows the city to issue fines to landlords for not complying with these requirements. Fines can go as high as \$2,000 for a third offense.

What should I do if my landlord is not responsive?

If you suspect there are bed bugs in your apartment, call your landlord immediately and follow-up in writing. Give your landlord up to 10 days to have a pest management professional come to inspect your apartment. If your landlord is not responsive, call 311 and file a complaint.

REVIEW DRAFT

Additional information, including a copy of the ordinance, can be found at:

www.cityofchicago.org/health

Follow us on Twitter & Facebook



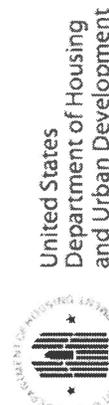
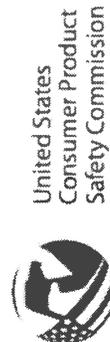
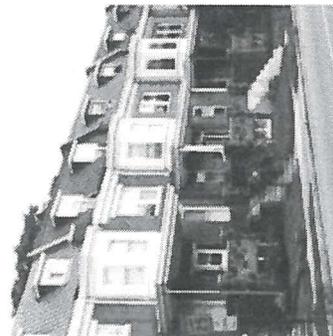
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/ChicagoPublicHealth



Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house. Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

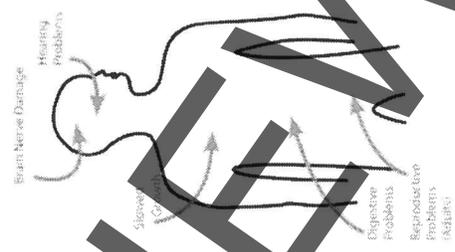
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

DRAFT

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY hv



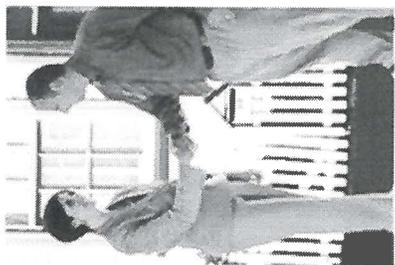
What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RPP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

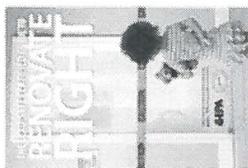
Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windowsills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.



Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal or lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-101
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-4733
(214) 645-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410
EPA-747-R-12-001
September 2013

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

REVIEW DRAFT



IREMA-Division of Nuclear Safety Recommendations for Real Estate Radon Measurements

- Hire a licensed radon measurement professional.
- Be sure that IREMA-Division of Nuclear Safety Radon Program radon testing protocols are followed.
- Contact the IREMA-Division of Nuclear Safety Radon Program if you are uncertain about anything regarding radon testing. www.radon.illinois.gov

Disclosure of Radon Information

The Illinois Radon Awareness Act and the Illinois Real Property Disclosure Act requires that a seller of a home disclose information if aware of unsafe concentrations of radon in the home. The acts do not require that testing or remediation work be conducted. However, many relocation companies and lending institutions, as well as home buyers, request a radon test when purchasing a house. Sellers and brokers are cautioned to err on the side of full disclosure of material facts prior to entering into a purchase agreement.

When Testing

- Be aware that any test lasting less than a week requires closed house conditions. Closed house conditions mean keeping all windows closed, keeping doors closed except for normal entry and exit, and not operating fans or other machines which bring air in from outside (except for fans that are part of a radon reduction system, or small exhaust fans that operate for only short periods of time).
 - Before Testing: Begin closed house conditions at least 12 hours before the start of the short-term test.
 - During Testing: Maintain closed house conditions during the entire duration of the short-term test, especially for tests less than one week in duration. Operate home heating or cooling systems normally during the test. For tests lasting less than one week, only operate air conditioning units that recirculate interior air.
- Note that professional measurement licenses are required to post Radon Measurement in Progress Notifications at every building entry.

Where the test should be conducted

- Place the detector or detectors in each lowest area suitable for occupancy, such as:
 - a family room, living room, den, parlor, bedroom, work shop, or exercise room.
- In the lowest level suitable for occupancy, even if it isn't currently used but could be without renovating.
- For instance, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test should be performed in the basement and in at least one room over the crawl space and slab-on-grade area. If an elevated radon concentration is found and confirmed in one of these areas, fix the house.

DO NOT MEASURE:

- in a kitchen, laundry room and bathroom (because fan systems and humidity may affect some detectors); or
 - in closets, attics, on floor or wall cracks, or right next to a sump pump, as this may cause a false high reading.
- The detector should be placed:**
- in an area where it will not be disturbed;
 - at least three feet from doors and windows to the outside;
 - at least one foot from exterior walls;
 - 20 inches to one foot from the floor;
 - at least four inches away from other objects horizontally, and directly above the detector;
 - away from drafts;
 - four feet from heat, fireplaces, furnaces, and away from direct sunlight and areas of high humidity.

If the test results show radon levels above 4 pCi/L

Contact the IREMA-Division of Nuclear Safety Radon Program. Staff can provide names and addresses of professional radon mitigators who are trained to reduce radon concentrations. We also recommend that you see our web site www.radon.illinois.gov or contact the Radon Program for a copy of our brochure, IREMA-Division of Nuclear Safety Guide to Radon Mitigation.

After a radon reduction system is installed

Perform an independent short-term test to verify that the radon system is effective. Make sure the system is operating during the entire test.

The IREMA-Division of Nuclear Safety Radon Program can provide:

- Information about radon and radon testing;
- Names of licensed radon measurement professionals;
- Names of licensed radon mitigation professionals trained to reduce radon.

Call the IREMA-Division of Nuclear Safety Radon Program at: 1(800) 325-1245

1085 Oaker Park Drive • Springfield, IL 62704
(217) 782-1325 TDDIS (217) 782-6023
www.radon.illinois.gov

IRMA-Division of Nuclear Safety Radon Program • 4055 S. Taylor St. • Springfield, IL 62704

Radon Testing Guidelines for Real Estate Transactions

Because of the unique nature of real estate transactions involving multiple parties and financial interests, the U.S. Environmental Protection Agency (U.S. EPA) designed special protocols for radon testing in real estate transactions. The Illinois Emergency Management Agency (IEMA) Division of Nuclear Safety has adapted these protocols to conform with its radon regulations. These options are listed in simplified form in the table below.

Recommendations for Real Estate Transactions

IREMA strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and mitigated if elevated levels are found. It is not in the best interest of the buyer or seller to rely on a radon measurement performed by anyone other than a licensed measurement professional or technician. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Test Options for Real Estate Transactions

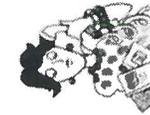
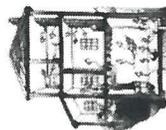
Conduct a short-term radon test in each of the lowest structural areas of the home. For example, if the house has one or more of the following foundation types, e.g., basement, crawl space, slab-on-grade, a test in each area is required for licensed professional measurements.

Option	Detector Location	What to do Next
Simultaneous Two short-term tests, 48 hours or longer, performed at the same time.	Two detectors, four inches apart, in each of the lowest structural areas suitable for occupancy.	Fix the home if the average of the two tests is 4 pCi/L or higher, or more.
Continuous Monitor Test One test, 48 hours or longer, performed with an active continuous monitor that integrates and records radon levels hourly.	Continuous monitor placed in each of the lowest structural area suitable for occupancy.	Fix the home if the average radon level is 4 pCi/L or more.

Short-term tests may last between two and 90 days. Most last between two and seven days. Tests between seven and 90 days are usually impractical for real estate transactions. Examples of short-term detectors used in real estate testing include: activated charcoal canisters, charcoal liquid scintillation vials, electret chambers and continuous radon monitors.

If your tests don't agree, contact the IREMA-Division of Nuclear Safety

If your simultaneous or sequential tests are not in agreement (or if you're not sure whether or not they agree), contact the IREMA-Division of Nuclear Safety Radon Program or your licensed radon measurement professional.



When do you average radon test results?

The only time radon test results can be averaged is when two test results are placed simultaneously. Test results from different areas, such as above the crawl space and in the basement, are considered two different tests. Results are each independent of the other and are reported independently, such as basement result of 4.2 pCi/L and family room over crawl space result of 6.1 pCi/L. With an elevated radon level in any one of the lowest structural areas, the recommendation is to fix the house.

Interference with successful completion of a radon measurement is illegal in Illinois.

Rev. 12-9-07 (IREMA-018)

**RIDER "A" ATTACHED TO AND MADE A PART OF
CHICAGO RESIDENTIAL LEASE
DATED NOVEMBER 26, 2019 ("LEASE")
BY AND BETWEEN
BELDEN ACQUISITION, LLC ("LANDLORD")
AND
MATTIE HARRIS ("TENANT")
FOR
333 W. BELDEN #1, CHICAGO, ILLINOIS 60614 ("PREMISES")**

A-1 INCORPORATION. This Rider is attached to and made a part of the typed Lease. To the extent, if any, that the terms and provisions of this Rider vary from or are inconsistent with the terms and provisions of the Lease, the terms and provisions of this Rider will control. All capitalized terms used in this Rider shall have the meanings ascribed to such terms in the Lease unless otherwise indicated in this Rider. References herein to Section and/or Paragraph numbers are references to Sections and/or Paragraphs in the Lease unless otherwise indicated in this Rider.

A-2 LEASE BEGINNING DATE and LEASE ENDING DATE AND TIME. The term of the lease shall commence on the date of the sale of the Premises to Belden Acquisition, LLC ("Lease Beginning Date") and continue to March 26, 2019 at 11:59 PM ("Lease Ending Date and Time"). Notwithstanding the foregoing, Tenant shall have the right to terminate the Lease upon five (5) business days' notice to Seller or Seller's attorney ("Cancellation Notice") and upon such notice the Lease Ending Date and Time shall be the date that is five (5) business days following the sending of the Cancellation Notice by Tenant.

A-3 MONTHLY RENT. There shall be no monthly rent (or other rental payment amounts) due during the term the Lease with both Landlord and Tenant acknowledging and agreeing that adequate consideration has been paid to support this Lease and that the entry into this Lease was a material inducement to Mattie Harris to enter into a contract for a sale of the Premises to Belden Acquisition, LLC and that Mattie Harris would not have agreed to sell the Premises to Belden Acquisition, LLC. without this Lease.

A-4 UTILITY CHARGES. Tenant shall only be responsible for utility charges that are not paid by the Association.

A-5 OCCUPANTS. Tenant may continue to have any occupants that currently occupy the Premises as of the date of the Lease continue to occupy the Premises during the term of the Lease. Additionally, Landlord consents to occupancy of the Premises from time to time by any of Tenant's immediate family as well as a caregiver should Tenant determine such care or help is necessary.

A-6 PREVIOUS SALE TO LANDLORD. It is acknowledged and agreed (a) that as material term of the sale of the Premises to Belden Acquisition, LLC, the Premises was accepted by Belden Acquisition, LLC on an AS-IS, WHERE IS basis and (b) Belden Acquisition, LLC had an opportunity to inspect the Premises upon execution of the contract for the sale of the Premises and again within (1) business day of the date of this Lease. In furtherance of AS-IS, WHERE IS sale, Tenant shall have no obligation to fix and repair any portion of the Premises or the property contained within the Premises from its condition on the Lease Beginning Date.

A-7 EFFECTIVE DATE. Notwithstanding any provision contained in the Lease to the contrary or date of execution of the Lease, the "Date of Lease" shall be deemed to be November 26, 2019.

A-8 LEASE OBJECTION BY ASSOCIATION. Should the Association, its Board of Directors, property manager or any other party acting by, through or under any of them or on their behalf ("Association Parties") object to this or take any other action adverse to the right of Mattie Harris to lease the Premises for the full lease term, Buyer agrees:

a. To indemnify, protect, defend and hold Mattie Harris harmless from and against any and all claims, actions, liabilities, damages, costs or expenses, including without limitation reasonable attorneys' fees and costs of defending against any of the foregoing ("Claim") to the extent such Claim arises from or is related to the approval of the Lease, the existence of the Lease or the ability of Mattie Harris to remain in the Property until the conclusion of the lease term.

b. In furtherance of the obligations set forth in A-8(a) above, Landlord agrees (i) to take all legal action necessary to delay and fight any court proceedings brought by the Association Parties, (ii) that it shall be responsible for any adverse rulings entered against Mattie Harris and (iii) in the unlikely event Mattie Harris is required to move prior to the end of the term of the Lease, Landlord shall be responsible for any and all such expenses incurred which expenses shall fall under indemnity set forth above.

A-8 ELECTRONIC EXECUTION; COUNTERPARTS. For purposes of, executing the Lease and this Rider, a document signed a signature (in electronic form or regular form) transmitted by facsimile machine or by electronic transmission in .pdf form shall be treated as an original document. Signatures may be done on counterpart pages which shall have the same force and effect as it signed on one page.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Rider as of
November 26, 2019.

LANDLORD:

BELDEN ACQUISITION, LLC

BY: _____

ITS: _____

TENANT:

Mattie Harris

REVIEW DRAFT

EXHIBIT J



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	07354029
Entity Name	BELDEN ACQUISITION, LLC
Status	ACTIVE

Entity Information

Principal Office
 1030 W. CHICAGO AVE., STE 300
 CHICAGO, IL 60642

Entity Type
 LLC

Type of LLC
 Domestic

Organization/Admission Date
 Monday, 25 March 2019

Jurisdiction
 IL

Duration
 PERPETUAL

Agent Information

Name

C T CORPORATION SYSTEM

Address

208 SO LASALLE ST, SUITE 814
CHICAGO , IL 60604

Change Date

Monday, 25 March 2019

Annual Report

For Year

2020

Filing Date

Thursday, 16 January 2020

Managers

Name

Address

DEMETRIOU, MICHAEL
1030 W. CHICAGO AVE., STE 300
CHICAGO, IL 60642

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

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[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

FILED DATE: 5/20/2020 2:14 PM 2020CH04276