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CITY OF AURORA  
PLANNING DIVISION

55 1413

**CONDOMINIUM DECLARATION**  
**FOR LOT 5, AURORA CORPORATE CENTER**

**NEXT LEVEL AT AURORA CORPORATE CENTER CONDOMINIUM**  
**CITY OF AURORA, KANE COUNTY, ILLINOIS**

**DECLARATION MADE ON THIS 5TH DAY OF APRIL, 2007** pursuant to the Illinois Condominium Property Act, by Next Level at Aurora Corporate Center, Inc., an Illinois corporation organized and existing under Illinois law, having its principal offices at P.O. Box 746, City of Geneva, Kane County, Illinois, and referred to as either "Developer" or "Declarant" or "Grantor":

**1. Submission of property.** Grantor, who is the owner in fee simple absolute of the lands, the building, and all other improvements constructed or to be constructed on the lands and buildings, together with all easements, rights, and appurtenances belonging to the lands and building, and all other property owned by Grantor, personal or mixed, intended for use in connection with the lands and building, as described below and collectively referred to as the "Property" or "property," declares certain divisions, covenants, restrictions, limitations, conditions, and uses respecting the property, intends to submit the property to the provisions of the Illinois Condominium Property Act, referred to as the Condominium Act, and further intends to create covenants running with the land and binding Developer and its successors and assigns forever.

**2. Name of condominium.** The name by which the property will be known is **NEXT LEVEL AT AURORA CORPORATE CENTER CONDOMINIUM.**

**3. Location.** The condominium is located on Beverly Drive, in the City of Aurora, County of Kane, and State of Illinois.

**4. Description of land.** The land on which the improvements constituting the property are to be located, as legally described at "Exhibit A" and incorporated by reference, consists of

Chicago Title Insurance Company  
1795 West State Street  
Geneva, IL 60134

Handwritten initials and numbers, possibly "55 1413" and "4/12/17".

Lot 5 of Aurora Corporate Center in the City of Aurora, Kane County, Illinois.

**5. Description of building or buildings to be constructed.** The Developer contemplates that there will be more than one (1) building constructed on the land, which buildings shall be depicted, from time to time, on a plat of survey, or successive plats of surveys, and attached as an Exhibit to this Declaration or as an amendment to this Declaration. Each building shall conform to the architectural guidelines established by the Architectural Review Committee as defined and set forth at Paragraph 7 below.

**6. Units.** As depicted on a plat of the survey, each building along with a designated portion of the land, shall constitute a unit ("unit") and each unit will be consecutively numbered. Each unit will consist of certain land area, including any building thereon, but not including any General Common Elements located on the Property. At the time or times when a unit is added to the Property, it shall be considered as an add-on unit, as defined by the terms, conditions and provisions of Paragraph 22 below and the Condominium Act.

Each unit shall be designed and constructed in accordance with the applicable and governing building and zoning codes and regulations. Notwithstanding the foregoing, the following fire code regulations shall be applicable to each unit: (1) Appendix D [Fire Apparatus Access Roads], International Fire Code (2000 Edition) and (2) Site Planning Guide to Fire Apparatus Access Roads, Sections 502, 503, D103 and D105 of the City of Aurora Fire Protection Code. A unit owner shall be solely responsible for compliance with, including the cost of constructing upon and within its unit, as defined above, the motor vehicle parking spaces required under the ordinances, regulations and codes promulgated by the City of Aurora. There shall be no common area motor vehicle parking spaces upon the Property. No Unit Owner, as defined by the Condominium Act, shall cause the parking of any motor vehicle under its control upon any unit not owned by the Unit Owner.

**7. Architectural Review.** The purpose of architectural controls for the Property is to secure an attractive, harmonious commercial development having continuing appeal. No construction of a building or other structure (excluding any construction within the interior of a building and excluding any alterations, additions or improvements permitted under any lease agreement with the Declarant for a Unit) shall be commenced, erected or maintained, nor shall any addition to or change or alteration thereto be made (except interior alterations and excluding any alterations, additions or improvements permitted under any lease agreement with the Declarant for a Unit) until the construction plans and specifications, showing the nature, kind, shape, height and material, color scheme and proposed location on the unit and approximate cost of such building or other structure shall have been submitted to and approved, in writing by the Declarant, which approval shall not be unreasonably withheld, conditioned or delayed and which

approval shall be deemed granted if no written objection is received by the requesting party within twenty-one (21) days after a written submittal to Declarant. Declarant shall have the right to refuse to approve any such construction plans or specifications which are not suitable or desirable in the opinion of Declarant, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, Declarant shall have the right to take into consideration the suitability of the proposed building or other structures with the surroundings, and the effect of the building or other structures to the compatibility with the adjacent or neighboring buildings. All plans, specifications and other materials pertinent to any proposed construction requiring Declarant's approval shall be submitted to the office of Declarant for approval or disapproval. A report, in writing, setting forth the decision of the Declarant and the reasons therefor shall thereafter be transmitted to the applicant within twenty-one (21) days after the date of the filing of the plans, specifications and other material by the applicant. Prior to the submission of plans and specifications, the applicant must obtain from the Declarant a copy of the architectural guidelines promulgated by the Declarant. No application for a building permit for a building (or any addition thereto) shall be submitted to the City of Aurora until the Declarant has issued its approval of the plans and specifications, in writing. The rights and authorities established by this Paragraph shall be personal to the Declarant but shall be assigned by Declarant to the Association following the sale and conveyance of the last Unit by Declarant. An assignment of the Declarant's rights and authorities pursuant to this Paragraph may only be accomplished by written instrument expressly referencing this Paragraph, duly executed by the Declarant as assignor and accepted by the assignee, and recorded with the Kane County Recorder of Deeds. Declarant may at any time terminate the architectural controls established hereunder by written instrument recorded with the Kane County Recorder of Deeds without the consent of any lot owner within the Property.

**8. General Common Elements.** The general common elements (the "General Common Elements") will consist of the following:

- a. The parcel of land described above, exclusive of units.
- b. The following facilities located throughout the project:
  - (1) All sanitary and storm sewer pipes not located on or within a unit; and
  - (2) All potable water mains not located on or within a unit; and
  - (3) Ingress and egress driveway(s).
  - (3) All other elements of the property, including the limited common elements, desirable or rationally of common use, necessary to the existence, upkeep and safety of the condominium regime, or designated-common elements by the *Illinois*

(4)*Condominium Act* as that Act may be amended.

**9. Limited Common Elements.** A portion or portions of the General Common Elements which are designated by this Declaration or the Plat of Condominium as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Units. The following facilities located on the Property shall be Limited Common Elements:

- a. Fire lanes as designated on the plat of survey

**10. Ownership of General Common Elements.** Each owner of a unit will own in fee simple absolute a proportionate, undivided interest in the General Common Elements listed in Section 8 equal to the proportion that the size and value of the unit bears to the total size of all units.

**11. Ownership of limited common elements.** Each owner of a unit located on each of the units will own in fee simple absolute a proportionate undivided interest in the limited common elements listed in Section 9, as described on the Plat of Condominium.

**12. Proportionate representation; participation in common profits and expenses; defined.** Each unit owner will share in the common profits and expenses, as defined below, and in the total voting power of the association of owners, in accordance with the unit owner's interest in the General Common Elements as stated above.

a. For purposes of this declaration, "common profits" means the excess of all receipts over all disbursements of the Association.

b. For purposes of this declaration, "common expenses" means expenses for the administration, maintenance, and repair of the property, and all amounts that may be designated common expenses by this declaration or the bylaws of the Association.

**13. Covenants and agreements.** Grantor, its successors and assigns, by this declaration, and all future owners of units, by acceptance of their respective deeds, covenant and agree as follows:

a. The General Common Elements will remain undivided, and no right will exist to partition or divide any of them, except when termination of the condominium and its removal from the provisions of the *Condominium Property Act* is authorized by unanimous agreement of all of the owners of the condominium and all creditors in whose behalf the encumbrances are recorded against the condominium. On such authorization, all unit owners, mortgagees, and lienors will

execute and file for record in the office where this declaration is filed, an instrument of revocation of this declaration. On filing the instrument of revocation, the owners will become tenants-in-common of the Property, and each will own an undivided interest equal to the percentage of his or her undivided interest in the General Common Elements before the filing of the instrument. On the filing of the instrument of revocation, all liens will be transferred to the undivided share in the condominium property attributable to the unit originally encumbered by the lien in its same priority. Termination of the condominium will not bar subsequent resubmission to the provisions of the Act in accordance with its terms.

b. If any portion of the General Common Elements encroaches on any unit, or if any unit encroaches on any other unit, or any portion of the General Common Elements, as a result of the construction of the building; or if any encroachment occurs as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance so long as the building stands, will exist. If the building, or any common element or any unit in it, is partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, the minor encroachments of parts of the General Common Elements on any unit, or of any unit on any other unit or on any portion of the General Common Elements, due to rebuilding, will be permitted, and valid easements for the encroachments and their maintenance for so long as the building stands, will exist.

c. Each unit owner will have an easement in common with all other unit owners for the use and maintenance of all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in the General Common Elements.

d. Units will be occupied and used by the respective owners only for industrial or commercial purposes in accordance with the covenants of Aurora Corporate Center, this Declaration, and applicable zoning ordinances of the City of Aurora.

e. Each owner of a unit or units will, automatically on becoming owner of the unit or units, become a member of Next Level Corporate Center Condominium Association referred to as the "Association", and will remain a member until his, her or its ownership ceases.

f. Each unit owner will, immediately on becoming an owner, grant to the board of managers on behalf of all unit owners an irrevocable power of attorney coupled with an interest to acquire title to or lease any unit whose owner desires to surrender, sell, or lease it, or that may be the subject of a foreclosure or other judicial sale, and to convey, sell, lease, sublease, mortgage, deed in trust, or otherwise deal with any unit so acquired. -

g. Any unit leased or acquired by the board of managers in any manner will be held by the board on behalf of all unit owners, in proportion to the respective common interests of the owners as stated above.

h. Administration of the condominium will be in accordance with the provisions of this declaration and the bylaws of the Next Level Corporate Center Condominium Association, an

Illinois not-for-profit association, hereinafter referred to as the "Association", attached as "Exhibit C" as those documents may be amended.

i. Each unit owner, and all tenants who are occupants of units will comply with the provisions of this Declaration, and the bylaws, decisions, and resolutions of the Association, as lawfully amended. Failure to comply with this Declaration, the bylaws, decisions and resolutions of the Association, after written notice to the defaulting party and a reasonable opportunity to cure the default, will be grounds for an action to recover sum due for damages or injunctive relief, or both, maintainable by the Association or by any unit owner or by a person who holds a blanket mortgage or unit mortgage and is aggrieved by any noncompliance.

j. No unit owner may exempt himself or herself from liability for his or her proportionate share of the common expenses by waiver of the use or enjoyment of any of the General Common Elements, or by abandonment of his or her unit.

k. The Units and the General Common Elements shall be occupied and used only in accordance with the zoning use classifications adopted by the City of Aurora.

l. Subject to the regulations, conditions and procedures set forth below and any applicable regulations imposed by the City of Aurora, each unit owner shall be entitled to install and maintain business identification sign(s) located upon the exterior of the Unit as may be authorized under the applicable ordinances and regulations promulgated by the City of Aurora, provided, however, only a single user building located on a Unit shall be entitled to construct and maintain a free-standing sign..

**14. Assessment liens.** All amounts assessed by the Association for common charges applicable to any unit remaining unpaid will constitute a lien on the unit prior to all other monetary liens except: (1) assessments, liens, and charges in favor of the state or any of its political subdivisions for taxes past due and unpaid on the unit, and (2) amounts unpaid under mortgage and trust deed instruments recorded. This lien may be foreclosed by an action of the board of managers, acting on behalf of all unit owners, in the same manner as a mortgage of real property. In any foreclosure, the defaulting unit owner will be required to pay a reasonable rental for the unit for the period beginning on the date notice of default is first served and ending on the date of sale of the unit, and the board of managers will be entitled to a receiver to collect the rental. The board of managers, acting on behalf of all unit owners, will have the power to bid on units at foreclosure, and to acquire, hold, lease, mortgage, deed in trust, and convey the units. An action to recover a money judgment for unpaid common charges may also be maintained by the board without foreclosing or waiving the lien securing the payment of the expenses.

**15. Acquisition of unit at foreclosure or other sale; effect.** Where the mortgagee or trust deed beneficiary under a recorded instrument, or any other purchaser, obtains title to a unit

as a result of foreclosure or exercise of a power of sale, the purchaser, his or her heirs, successors, and assigns, will not be liable for the share of common expenses or assessments by the Association chargeable to the unit for any period prior to the acquisition of title to the unit by the purchaser. Any unpaid share of common expenses or assessments will be deemed common expenses collectible from all units including the unit acquired by the purchaser, his or her heirs, successors and assigns.

**16. Rental of units.** Unit owners will have the right to lease their Units, provided such leases are made subject to the covenants and restrictions contained in this Declaration, in the bylaws and rules and regulations of the condominium, as these documents may be amended, and the applicable zoning and building codes of the City of Aurora.

**17. Destruction of or damage to property; effect.** In the event of any damage to or destruction of any General Common Element or any part of it or them, required by this Declaration, or the bylaws to be insured by the Association, the General Common Elements will be promptly repaired and restored by the Association using the proceeds of the insurance. If the proceeds are inadequate to cover the cost of the repair and restoration, Unit Owners will be assessed on the basis on percentage of unit ownership.

**18. Eminent domain.** If all or any part of the General Common Elements will be taken, injured, or destroyed by eminent domain, each unit owner will be entitled to notice of the taking and to participate through the Association in all condemnation and other proceedings. Any damages will be for the taking, injury, or destruction as a whole and will be collected by the Association and distributed by it among unit owners in proportion to their respective undivided interests in the General Common Elements or limited common elements taken, injured, or destroyed, except that the funds as are deemed by the Association necessary or appropriate to be applied to the repair or restoration of property injured or destroyed may be so applied.

**19. Conveyance of units; liability for unpaid assessments.** On the voluntary sale or conveyance of a unit, all unpaid assessments against the unit will first be paid by the unit owner from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except: (1) assessments, liens, and charges in favor of the state for taxes past due and unpaid on the unit, and (2) amounts due under a recorded mortgage. Any payment by purchaser will be without prejudice to the right of the purchaser to recover from his or her seller any amounts for which he or she was not liable under his or her contract of sale. Additionally, any purchaser, mortgagee, or trust deed beneficiary will be entitled, within 10 days after requesting one, to a statement from the board of managers setting forth the amount of unpaid

common charges due the Association from any seller, and any person, other than the seller, who relies on the statement will be entitled to rely on it, and will not be liable for any amount in excess of the amount stated in the statement.

**20. Insurance.** The board of managers of the Association, or the managing agent, will obtain and continue in effect insurance against loss by fire or other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the General Common Elements of the condominium property. The insurance coverage will be written in the name of, and the proceeds will be deemed payable to the board of managers, as trustee for each of the unit owners in the percentages established in the declaration. The forms of insurance shall include the following:

1. Physical damage insurance on the General Common Elements of the condominium (but excluding additions, alterations, improvements and betterments of the Units) shall be subject to the following conditions:

(a.) The General Common Elements shall be insured for an amount not less than one hundred per cent (100%) of its full insurable replacement cost on a blanket basis; and

(b.) Replacement cost values are to be reviewed annually by an independent appraiser, and the insurance policy or policies shall be endorsed with an agreed amount clause. The cost of any and all appraisals for insurance purposes shall be a common expense; and

(c.) Perils to be covered by such policies shall be no less than "all risk" or "special form" on real property and "broad form" named perils on personal property, and such other perils as may be deemed appropriate by the Board of Managers. The Unit Owner shall be responsible for procuring and maintaining insurance against loss by fire or other hazard for any building located within a Unit.

2. Commercial General Liability insurance covering personal injury and property damage insuring against hazards of premises/operation, products and completed operations, contractual liability, personal injury liability, independent contractors and other extensions as deemed necessary by the Board of Managers. Such insurance shall provide limits of liability as deemed desirable by the Board of Managers, but in no event for less than One Million dollars (\$1,000,000) with respect to each occurrence. Such policy shall be endorsed to cover cross-liability claims of one insured against the other.

3. Umbrella Liability insurance in excess of the required Commercial General Liability and Employer Liability policies in an amount deemed desirable by the Board of Managers.



4. Worker's Compensation and Employer Liability as necessary to comply with applicable laws.

5. A fidelity bond insuring the Association, the Board of Managers and the Unit Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the association or its management agent or of any other person handling the funds of the Association, the Board of Managers or the Unit Owners in such amounts as the Board of Managers shall deem necessary.

6. Managers and Officers liability insurance, and such other insurance, in such amounts as the Board of Managers shall determine to be reasonable. Unit owners shall be responsible for the maintenance, repair, replacement and insurance thereon for air conditioning and heating units. The premiums and other expenses in connection with the insurance will be a common expense to be paid by monthly assessments levied by the Board of Managers. In the event of any damage to or destruction of any portion of the property insured, insurance proceeds will be collected, applied, and disbursed as provided in Paragraph 17 of this Declaration. The insurance will be prejudice to the right of each unit owner to obtain individual unit insurance as he or she may see fit. The Board of Managers, or the managing agent, will also obtain and continue in effect 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, including the Developer as an additional insured in his or her capacity as unit owner and board member, and with unit owners to be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use. The insurance will cover claims of one or more insured parties against other insured parties. The insurance must contain a waiver of any rights to subrogation by the insuring company against any of the above named persons. The premiums for the insurance will be a common expense.

Each Unit Owner shall be responsible for (i) physical damage insurance on the personal property in his Unit and elsewhere on the Property, and any addition, alteration and improvements to his Unit (whether installed by such Unit Owner or any prior Unit Owner or whether originally in his Unit); (ii) his personal liability insurance (in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate) to the extent not covered by the policies of liability insurance obtained by the Board of Managers for the benefit of all of the Unit Owners as above provided. Each Unit Owner shall cause such insurance policy or policies to name the Association as an additional insured thereon and a certificate of insurance shall be provided to the Association showing the extent of coverage and the Association's interest therein.

**21. Duties and liabilities of Developer.** So long as Developer, its successors and assigns, owns one or more of the units established and described here, Developer, its successors and assigns, will be subject to the provisions of this declaration and of all attached exhibits. Developer further covenants to take no action that would adversely affect the right of the Association with respect to assurances against latent defects in the property, or other rights assigned to the Association because of the establishment of the condominium. Notwithstanding the foregoing, all warranties of habitability, fitness or purpose, either expressed or implied by Developer to any unit owner, lessee, or the Association, for the construction or installation of the common or limited common elements of this condominium shall expire not later than one (1) year from and after the issuance of the occupancy permit for the first unit issued by the applicable building authority.

**22. Add-On Condominium.** The Condominium shall be an Add-on Condominium as defined by the Illinois Condominium Property Act and this Declaration.

(a) The Developer reserves the right from time to time, within ten years of the date of the recording of this Declaration, to add units as defined at Paragraph 6 above, and thereby add to the condominium created by this Declaration, all or any portion of the Additional Units by recording an amended Plat in accordance with Section 5 of the Act and an Amended Declaration in accordance with Section 6 of the Act. The Additional Units are reserved to be added to this Lot 5, Aurora Corporate Center, in the City of Aurora, Kane County, Illinois. No rights of any character whatever within the Additional Units, or parking spaces assigned thereto, shall attach to any Unit Owner except as to that portion of the Additional Property described in any recorded Amended Declaration annexing and adding such portion to this Declaration as part of the condominium created by this Declaration.

(b) Each Amended Declaration shall include an amended legal description of the Property to include the portion of the Additional Property added hereto, as well as separate legal description of such portion. The Amended Declaration shall also contain an amended Exhibit D, showing the boundaries of such portion and the of the entire Property as amended and delineating the Additional Units of such portion, all in accordance with Section 5 of the Act.

(c) Each Amended Declaration shall include a statement of the method by which the reallocation of percentage interests, adjustments to voting rights, and rights, and changes in liability for common expenses shall be determined if additional units are added.

(d) The Developer reserves the right to add the Additional Land at different times during the ten-year period as well as the determination as to the location of additional buildings and common areas on the Additional Land.

(e) The maximum number of units which may be created on the Additional Land shall be [to be determined by the Developer].

(f) The Developer shall make its best effort to provide that the Additional Buildings, units and General Common Elements, if any, will be compatible with the configuration of the subject Property in relation to density, use, construction and architectural style permitted by the applicable zoning regulations of the City of Aurora at the time of the construction of the Additional Buildings, units and General Common Elements.

(g) Developer hereby reserves upon the Property an easement appurtenant over and on the General Common Elements for the purpose of making improvements on the Additional Land, and for the purpose of doing what is reasonably necessary and proper in conjunction therewith.

(h) Notwithstanding the foregoing to the contrary, no provision of the Act or this Declaration shall be binding upon or obligate the Developer to exercise its option to make additions or bind the land described in the condominium instruments. No provision of this Declaration shall be construed to be binding upon or obligate the Developer to exercise its option to make additions, and the land legally described therein shall not be bound thereby.

**23. Master Association.** In the event the Developer elects to add-on Additional Land and Additional Buildings, as set forth in Paragraph 22 above, or elects to add-on Additional Buildings on said additional land, the Developer reserves the right to create a Master Association as defined in Section 18.5 of the Act. The Master Association, which shall be incorporated as a not-for-profit corporation of the State of Illinois, shall have for its corporate purposes (1) the right to exercise the membership and voting interests of Lot 5 in the Aurora Corporate Center Association and (2) the maintenance, repair, and rehabilitation of all General Common Elements, as enlarged by an Additional Land. The articles of incorporation and by-laws of the Master Association shall include the following provisions:

(a) Meetings and finances.

(1) Each unit owner of a condominium, subject to the authority of the board of the master association, shall receive, at least 30 days prior to the adoption thereof by the board of the master association, a copy of the proposed annual budget.

(2) The board of the master association shall annually supply to all unit owners of condominiums subject to the authority of the board of the master association an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the

net excess or deficit of income over expenditures plus reserves.

(3) Each unit owner of a condominium subject to the authority of the board of the master association shall receive written notice mailed or delivered no less than 10 and no more than 30 days prior to any meeting of the board of the master association concerning the adoption of the proposed annual budget or any increase in the budget, or establishment of an assessment.

(4) Meetings of the board of the master association shall be open to any unit owner (including any tenant or lessee of a Unit) in a condominium subject to the authority of the board of the master association, except for the portion of any meeting held:

(A) to discuss litigation when an action against or on behalf of the particular master association has been filed and is pending in a court or administrative tribunal, or when the board of the master association finds that such an action is probable or imminent,

(B) to consider information regarding appointment, employment or dismissal of an employee, or

(C) to discuss violations of rules and regulations of the master association or unpaid common expenses owed to the master association. Any vote on the matters set forth in subparagraphs (A) through (C) above shall be taken at a meeting or portion thereof open to any unit owner of a condominium subject to the authority of the master association. Any unit owner may record the proceedings at meetings required to be open by the Act by tape, film or other means; the board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the persons entitled to notice before the meeting is convened. Copies of notices of meetings of the board of the master association shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least 48 hours prior to the meeting of the board of the master association.

(5) The board of the master association or a common interest community association shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from members for violations of the declaration, bylaws, and rules and regulations of the master association or the common interest community association.

(b) Records.

(1) The board of the master association shall maintain the following records of the

association and make them available for examination and copying at convenient hours of weekdays by any unit owners in a condominium subject to the authority of the board or their mortgagees and their duly authorized agents or attorneys:

(i) Copies of the recorded declaration, other condominium instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation of the master association, annual reports and any rules and regulations adopted by the master association or its board shall be available. Prior to the organization of the Master Association, the Developer will maintain and make available the records set forth in this subdivision (d)(1) for examination and copying.

(ii) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the master association, shall be maintained.

(iii) The minutes of all meetings of the Master Association and the board of the Master Association shall be maintained for not less than 7 years.

(iv) Ballots and proxies related thereto, if any, for any election held for the board of the master association and for any other matters voted on by the unit owners shall be maintained for not less than one year.

(v) Such other records of the Master Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(vi) With respect to units owned by a land trust, if a trustee designates in writing a person to cast votes on behalf of the unit owner, the designation shall remain in effect until a subsequent document is filed with the association.

(c) The board of managers shall have standing and capacity to act in a representative capacity in relation to matters involving the common areas of the Master Association or more than one unit, on behalf of the unit owners as their interests may appear, including but not limited to exercising such voting rights for the membership of Lot 5, or any resubdivision thereof, of Aurora Corporate Center.

(d) Administration of property prior to election of the initial board of managers.

(1) Until the election, by the unit owners or the boards of managers of the underlying condominium associations, of the initial board of managers of a master association, the same rights, titles, powers, privileges, trusts, duties and obligations that are vested in or imposed upon the board of managers by Act or in the declaration or other duly recorded covenant shall be held and performed by the developer.

(2) The election of the initial board of managers of a master association, by the unit owners or the boards of managers of the underlying condominium associations, shall be held not later than 60 days after the conveyance by the developer of 75% of the units, or 3 years after the recording of the declaration, whichever is earlier. The developer shall give at least 21 days notice of the meeting to elect the initial board of managers and shall upon request provide to any unit owner, within 3 working days of the request, the names, addresses, and weighted vote of each unit owner entitled to vote at the meeting. Any unit owner shall upon receipt of the request be provided with the same information, within 10 days of the request, with respect to each subsequent meeting to elect members of the board of managers.

(3) Within 60 days following the election of a majority of the board of managers, other than the Developer, by unit owners, the Developer shall deliver to the board of managers:

(i) All original documents as recorded or filed pertaining to the property, its administration, and the association, such as the declaration, articles of incorporation, other instruments, annual reports, minutes, rules and regulations, and contracts, leases, or other agreements entered into by the association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual document recorded or filed.

(ii) A detailed accounting by the Developer, or its assignee, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the property, copies of all insurance policies, and a list of any loans or advances to the association which are outstanding.

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

(iv) A schedule of all real or personal property, equipment and fixtures belonging to the association, including documents transferring the property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills.

(v) A list of all litigation, administrative action and arbitrations involving the association, any notices of governmental bodies involving actions taken or which may be taken concerning the association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any association requirements, copies of any documents relating to disputes involving unit owners, and originals of all documents relating to everything listed in this subparagraph.

(4) Any contract, lease, or other agreement made prior to the election of the initial board of managers, other than by the developer, by or on behalf of unit owners or underlying condominium associations, the association or the board of managers, which extends for a period of more than two (2) years from the recording of the declaration, shall be subject to cancellation by more than one-half ( $\frac{1}{2}$ ) of the votes of the unit owners, other than the developer, cast at a special meeting of members called for that purpose during a period of 90 days prior to the expiration of the two (2) year period if the board of managers is elected by the unit owners, otherwise by more than one-half ( $\frac{1}{2}$ ) of the underlying condominium board of managers. At least 60 days prior to the expiration of the two (2) year period, the board of managers, or, if the board is still under developer control, then the board of managers or the developer shall send notice to every unit owner or underlying condominium board of managers, notifying them of this provision, of what contracts, leases and other agreements are affected, and of the procedure for calling a meeting of the unit owners or for action by the underlying condominium board of managers for the purpose of acting to terminate such contracts, leases or other agreements. During the 90-day period the other party to the contract, lease, or other agreement shall also have the right of cancellation.

(e) In the event of any resale of a unit in a master association by a unit owner other than the developer, the owner shall obtain from the board of managers and shall make available for inspection to the prospective purchaser, upon demand, the following:

(1) A copy of the declaration, other instruments and any rules and regulations.

(2) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing.

(3) A statement of any capital expenditures anticipated by the association within the current or succeeding 2 fiscal years.

(4) A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the board of managers.

(5) A copy of the statement of financial condition of the association for the last fiscal year for which such a statement is available.

(6) A statement of the status of any pending suits or judgments in which the association is a party.

(7) A statement setting forth what insurance coverage is provided for all unit owners by the association.

(8) A statement that any improvements or alterations made to the unit, or any part of the common areas assigned thereto, by the prior unit owner are in good faith believed to be in compliance with the declaration of the master association

**24. Unit Owners' Association.** The administration and management of the condominium will be vested in an Association, to be known as **NEXT LEVEL CORPORATE CONDOMINIUM ASSOCIATION OF AURORA**. The Association will be organized as an Illinois not-for-profit corporation and will be governed by the bylaws. The articles of incorporation creating the unit owners' Association are attached as Exhibit "D."

**25. Unit Owners' membership and voting rights in Association.** The unit owners' membership and voting rights in the Association will be as provided in the bylaws attached as Exhibit "C". All agreements and determinations lawfully made by the Association in accordance



with the voting percentages established in the bylaws will be binding on all unit owners, their heirs, successors, and assigns.

**26. Agreements and determinations of Association.** All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the bylaws attached as Exhibit "C" will be binding on all unit owners, their heirs, successors and assigns.

**27. Delegation of managerial and administrative duties.** Any right, privilege, or duty granted to or imposed on the Association or its board of managers other than the determination and levy of assessments for common charges and the enforcement of liens for failure to pay the same may be delegated to a professional corporate managing agent by mutually binding contract entered into between the president or authorized representative of the Association and the managing agent.

**28. Amendment of declaration.** This declaration may only be amended by the affirmative vote of those unit owners entitled to exercise seventy-five (75%) percent of the total voting power of the Association, cast in person or by proxy at a meeting called and held in accordance with the bylaws, provided, however, that any amendment or supplement must first have been approved in writing by first mortgagees holding mortgages on three (3) or more units. No amendment will be effective until recorded in the office of the county recording officer of Kane County, Illinois. Notwithstanding the foregoing to the contrary and except in the case of a law or regulation mandated by the State of Illinois or United States of America, the Association shall not enact any amendment to this declaration or the by-laws of the Association which alters, abolishes or restricts any land use or business operation authorized by or under (a) any planned unit development ordinance adopted by the City of Aurora pursuant to the provisions of Ordinance No. 089-38 dated May 2, 1989 and recorded with the Kane County Recorder on December 28, 1989 as document no. 2017523 or (b) any site plan, preliminary or final plan for a Unit approved by the City of Aurora or (c) any subsisting lease for a Unit which is not in violation or derogation of any ordinance and lawful regulation of the City of Aurora.

**29. Invalidity.** If one or more provisions of this declaration are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remainder of this declaration.

**30. Waiver.** No provision contained in this declaration will be deemed waived because of any failure to enforce the provision, regardless, of the number of violations or the consistency of the failure of enforcement.

**31. Captions.** Captions are inserted in this declaration for convenience and reference only, and will not be taken in any way to limit or describe the scope of this declaration or any of its provisions.

**[SIGNATURES ARE AFFIXED ON THE NEXT SUCCEEDING PAGES]**

The Developer, Declarant and Grantor has executed this Declaration on April 5, 2007.

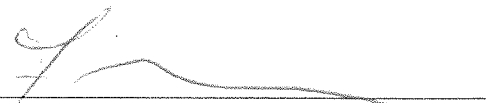
NEXT LEVEL AT AURORA CORPORATE CENTER, INC.

By: Cham Burgess  
Its President

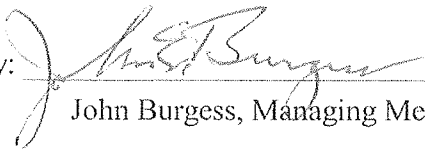
Attest:

By: Cham Burgess  
Its Secretary

Union National Bank of Elgin, Illinois, as mortgagee of the Property, hereby consents to the submission of the Property under the Illinois Condominium Property Act on this 5<sup>th</sup> day of April, 2007.

By:   
Fred Shaw, President

Flat Land, LLC, as mortgagee of the Property, hereby consents to the submission of the Property under the Illinois Condominium Property Act on this 5<sup>th</sup> day of APRIL, 2007.

By:  \_\_\_\_\_  
John Burgess, Managing Member

State of Illinois        )  
                                  ) ss  
County of Kane         )

Thomas E. Burgess, President and Secretary, respectively, and personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that he, in his capacities as President and Secretary of **Next Level At Aurora Corporate Center, Inc**, and with full authority to act on behalf of said corporation, freely and voluntarily signed, sealed and delivered the said instrument for the uses and purposes therein set forth.

Kristina Shimko  
Notary Public

Date: April 5, 2007



*JS*

State of Illinois        )  
                                  ) ss  
County of Kane         )

Fred Shaw, as President of Union National Bank of Elgin, Illinois personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that he, in his capacity as a duly appointed representative of Union National Bank of Elgin, Illinois, and with full authority to act on behalf of said corporation, freely and voluntarily signed, sealed and delivered the said instrument for the uses and purposes therein set forth.

*Kristina Shimko*  
Notary Public

Date: April 5, 2007



State of Illinois        )  
                                  ) ss  
County of Kane         )

John Burgess, as Managing Member of Flat Land, LLC, personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that he, in his capacity as a duly appointed representative of Flat Land, LLC and with full authority to act on behalf of said corporation, freely and voluntarily signed, sealed and delivered the said instrument for the uses and purposes therein set forth.

Kristina Shimko  
Notary Public

Date: April 5, 2007



This instrument was prepared by and return to after recording:  
CHARLES A. RADOVICH  
LAW OFFICES OF RADOVICH & RADOVICH  
312 West State Street  
P. O. Box 464  
Geneva, Illinois 60134  
(630)232-4515



Exhibit "A"

LEGAL DESCRIPTION

Lot 5 of the Aurora Corporate Center, being a part of the subdivision of part of the north half of Section 1, Township 38 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded September 28, 2001 as Document Number 2001K100610, , in the City of Aurora, Kane County, Illinois.

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Exhibit "B"

PLAT

[SEE PLAT ATTACHED HERETO]

Exhibit "C"

BYLAWS

**BY-LAWS OF  
NEXT LEVEL CORPORATE  
CONDOMINIUM ASSOCIATION,  
A CONDOMINIUM PURSUANT TO THE  
ILLINOIS CONDOMINIUM PROPERTY ACT**

**ARTICLE I  
PLAN OF UNIT OWNERSHIP.**

**Section One. Unit Ownership.** The condominium, located at \_\_\_\_ Beverly Drive, in the City of Aurora, Kane County, Illinois, and known as NEXT LEVEL CORPORATE CONDOMINIUM ASSOCIATION, was submitted to the provisions of the Condominium Property Act, by declaration recorded simultaneously these bylaws in the office of the county recording officer of Kane County, Illinois.

**Section Two. Applicability to property.** The provisions of these bylaws are applicable to the condominium, which term includes the land and all other improvements on it, all easements, rights, and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it.

**Section Three. Applicability to persons.** All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the condominium in any manner will be subject to these bylaws, relevant unit deeds, and rules and regulations pertaining to the use and operation of the condominium property as set forth in Section 8 of Article V.

Acquisition, rental, or occupancy of any unit in the condominium will be sufficient to signify acceptance and ratification of the provisions of the above instruments, and an agreement to comply with them.

**Section Four. Office.** The initial office of the condominium and of the Association of Unit Owners will be via P.O. Box 746, Geneva, Kane County, Illinois.

**Section Five. Membership.** The condominium Association will have one class of membership.

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## ARTICLE II

### GOVERNING BOARD

**Section One. The Association and governing board.** The affairs of the condominium will be administered and managed by an Association of Unit Owners organized as an Illinois not-for-profit corporation, having the name NEXT LEVEL CORPORATE CONDOMINIUM ASSOCIATION and referred to as the "Association." All power and authority of the Association will be exercised through its governing board, referred to as the "Board of Managers," consisting of five (5) members.

**Section Two. Composition of Board of Managers.** Members of the Board of Managers will be designated by Next Level at Aurora Corporate Center, Inc., referred to as "Developer," or elected by Unit Owners as follows:

(a) Until 75% of the units that will eventually be operated by the Association are owned by Unit Owners other than Developer, and afterwards until successors will have been elected by Unit Owners, the Board of Managers will consist of officers and directors of Developer as Developer will designate.

(b) Then, in an election by Unit Owners as provided by law and in these bylaws, Unit Owners other than Developer will elect five (5) members of the board, and an equal number of the members previously designated by Developer will resign.

(c) The Unit Owners' representation on the board specified at (b) above will continue until an election, as provided by law and in these bylaws. At the election, and in all subsequent elections, the Unit Owners other than Developer will elect the greater of: (1) a majority of the members of the board, or (2) that number of members corresponding to the aggregate voting power of Unit Owners other than Developer.

(d) Notwithstanding any provisions to the contrary, Developer will be entitled to elect at least one member of the board for so long as Developer holds any units in the condominium for sale in the ordinary course of business.

Persons elected to the Board of Managers by Unit Owners other than Developer will be owners, co-owners, spouses of owners, or mortgagees of units, or, in the case of corporate owners or mortgagees of units, officers, directors, shareholders, or employees of the corporations. A candidate for election to the Board of Managers or the candidate's representative will have the right to be present at the counting of ballots at the election.

**Section Three. Powers and duties.** The Board of Managers will have the powers and duties necessary for the administration of the affairs of the condominium, and may do all acts

and things as are not by law, by the declaration, or by these bylaws directed to be exercised and done by the owners. The powers and duties to be exercised by the Board of Managers include, but are not be limited to, the following:

- (a) Care, upkeep, maintenance, and operation of the general common elements.
- (b) Determination, assessment, and collection of funds to defray common expenses of the condominium.
- (c) Entering into contracts deemed necessary or appropriate in furtherance of the interests of Unit Owners generally.
- (d) Maintenance of detailed, written, and accurate records of receipts and disbursements arising from the operation of the property, which records, together with vouchers accrediting entries made there, will be made available for examination by Unit Owners at convenient hours on working days.
- (e) Authorization and prosecution of actions to foreclose liens for nonpayment of common charges, or to recover money judgments for unpaid common charges, on behalf of the Association.
- (f) Authorization and prosecution of actions or proceedings on behalf of two or more Unit Owners concerning a matter related to the general common elements of two or more units.
- (g) Employment and dismissal of personnel necessary or appropriate for the maintenance and operation of the property, the general common elements, and the restricted general common elements.
- (h) Adoption and amendment of rules and regulations, not inconsistent with these bylaws, covering the details of operation and use of the property.
- (i) Establishment of bank accounts in the name of the condominium, and authorization of signatories.
- (j) Purchasing, leasing, or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of the Unit Owners, units offered for sale, lease, or surrender by their owners to the Board of Managers.
- (k) Purchasing units at foreclosure or other judicial or trustee's sale in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.
- (l) Selling, leasing, encumbering, or otherwise dealing with units acquired by, and subleasing units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of the council of owners.
- (m) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing units on behalf of all Unit Owners.
- (n) Procuring of insurance for the condominium property.
- (o) Contracting for repairs of and additions and improvements to the condominium property, and for repairs to and restoration of the property in accordance with the provisions of

these bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(p) Employment of a managing agent and/or manager at reasonable compensation to perform duties authorized by the Board of Managers. However, the board will not delegate to any managing agent or manager any of the powers stated in subsections (b), (e), (f), (h), (k), and (l) of this section.

**Section Four. Election and terms of office.** At the first annual meeting of Unit Owners, the terms of office of the Board of Managers will be fixed as follows: the terms of office of three members will be set at two years and the terms of office of two members will be set at one year. At the expiration of the initial term of office of each board member, his or her successor will be elected to serve for a term of two years. Board members will hold office until their successors have been elected and hold their first meeting.

**Section Five. Vacancies.** Vacancies in the Board of Managers caused by any reason other than the removal of a board member by a vote of the Unit Owners will be filled by vote of the majority of the remaining board members, even though they may constitute less than a quorum. Each person so elected will hold office until a successor is elected at the next annual meeting of Unit Owners.

**Section Six. Removal of board members.** At any regular or special meeting called, any one or more members of the Board of Managers may be removed with or without cause by a majority of Unit Owners, and a successor may then and there be elected to fill the vacancy created. Any board member so elected will serve for the unexpired term of the member's predecessor in office. Any board member whose removal has been proposed by the Unit Owners will be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his or her removal.

**Section Seven. Organizational meeting.** The first meeting of the Board of Managers will be held immediately following the adjournment of the first annual meeting of the Unit Owners at which board members are elected and at a place as may be fixed by the board. No notice will be necessary to the newly elected Board of Managers in order legally to constitute the meeting, provided a majority of the board is present.

**Section Eight. Regular meetings.** Regular meetings of the Board of Managers may be held at times and places as are determined by the board. However, at least four meetings will be held annually. Notice of each regular meeting of the board will be given to each board member personally, or by mail, telephone, e-mail (if the member provides a prior written consent to this

form of notice), or fax at least three (3) business days prior to the date set for the meeting. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason will specifically contain a statement that assessments will be considered and the nature of any assessments.

**Section Nine. Special meetings.** Special meetings of the Board of Managers may be called by the president, and will be called by the president or secretary on the written request of at least three (3) board members, on two calendar days' notice to each board member, given personally, or by mail, telephone, e-mail (if a member provides a prior written consent to this form of notice), or fax. Any notice will state the time, place, and purpose of the meeting.

**Section Ten. Meetings open to Unit Owners.** All meetings of the Board of Managers will be open to all Unit Owners and/or a representative of a tenant of a Unit Owner. Notice of each meeting will be delivered by First Class mail at least 48 hours before the meeting, except in the case of emergency meetings.

**Section Eleven. Waiver of notice.** Any board member may at any time waive notice of any meeting of the Board of Managers in writing, and any written waiver will be deemed equivalent to giving the required notice. Attendance by any board member of any meeting of the board will constitute a waiver by that member of notice of the meeting's time and place. If all board members are present at any meeting of the board, no notice will be required, and any business may be transacted at the meeting.

**Section Twelve. Quorum; adjournments.** At all meetings of the Board of Managers, a majority of the board will constitute a quorum for the transaction of business, and the acts of a majority of members present at a meeting at which a quorum is present will constitute the acts of the Board of Managers. If at any meeting of the Board of Managers less than a quorum is present, a majority of those present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**Section Thirteen. Minutes.** Minutes will be taken at all meetings of the Board of Managers. Copies of the minutes will be available for inspection at the office of the Association by Unit Owners and board members at all reasonable times.

**Section Fourteen. Compensation.** No member of the Board of Managers will receive compensation from the condominium for acting as such. Nothing contained here will be



construed to preclude any board member from serving the Unit Owners or the Board of Managers in any other capacity and receiving compensation for those services.

**Section Fifteen. Liability of Board of Managers.** Members of the Board of Managers will not be liable to Unit Owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor will members of the Board of Managers be personally liable with respect to any contract made by them on behalf of the Unit Owners, and the owners will indemnify the Board of Managers and each member of it against all contractual liability to third parties arising out of contracts made by the Board of Managers on behalf of the condominium. However, such indemnification will not extend to any contract made in bad faith or contrary to the provisions of the declaration, or of these bylaws. The liability of each unit owner arising out of any contract made by the Board of Managers or out of the indemnification of the members of the Board of Managers will be the proportion of the total liability that the unit owner's interest in the general common elements bears to the interests of all Unit Owners in the general common elements. Every agreement made by the Board of Managers or by any managing agent or manager employed by the Board of Managers on behalf of the Unit Owners will provide that the members of the Board of Managers, or the managing agent or manager, as the case may be, are acting only as agents for the Unit Owners, and will have no personal liability thereunder except as Unit Owners. Agreements will further provide that each unit owner's liability is limited to the proportion of the total liability that his or her interest in the general common elements bears to the interests of all Unit Owners in the general common elements.

**Section Sixteen. Annual accounting to Unit Owners.** The Board of Managers will annually 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 assessment, and showing the net excess or deficit of income over expenditures plus reserves.

### ARTICLE III UNIT OWNERS

**Section One. Membership.** Each unit owner will, automatically on becoming an owner, become a member of the Association, sometimes called the Unit Owners, and will remain a member until such time as his or her ownership ceases, at which time his or her membership in the Association will likewise cease.

**Section Two. Annual meetings.** Within 30 days after units representing seventy-five percent (75%) or more in common interest have been sold by Developer and paid for, Developer will notify all Unit Owners, and the first annual meeting of the Unit Owners will be called by the president to be held within 30 days following. At such meeting, officers and directors of

Developer holding office as members of the Board of Managers will resign, and all Unit Owners, including Developer, will elect a new Board of Managers. Afterwards, annual meetings of the Unit Owners will be held on the first Monday in February of each succeeding year. At such meetings there will be elected by ballot of the owners a Board of Managers in accordance with the requirements of Section Three of Article Two of these bylaws. The owners may also transact other business of the condominium as may properly come before the meeting.

**Section Three. Special meetings.** The president may, and will if directed by resolution of the Board of Managers or by petition signed and presented to the secretary by Unit Owners owning a total of at least 33 1/3 % of the common interest, call a special meeting of the Unit Owners. The notice of any special meeting will state the time and place of the meeting, and the intended purpose. No business will be transacted at a special meeting except as stated in the notice unless by consent of 66 2/3% of the common interest of owners present, either in person or by proxy. The method by which matters subject to the approval of Unit Owners stated in the Condominium Property Act or in the condominium instruments, will be submitted to the Unit Owners at special membership meetings called for such purposes is as follows: Matters subject to the affirmative vote of not less than two-thirds of the votes of Unit Owners at a meeting called for that purpose, will include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (3) the purchase or sale of land or of units on behalf of all Unit Owners.

**Section Four. Place of meetings.** Meetings of Unit Owners will be held at the principal office of the condominium, or at another suitable place convenient to the owners as may be designated by the Board of Managers.

**Section Five. Notice of meetings.** Written notice of any membership meeting will be mailed by the secretary giving members not less than 10 and no more than 30 days' notice of the time, place and purpose of the meeting.

**Section Six. Quorum; majority of Unit Owners defined.** At all meetings, a majority of Unit Owners will constitute a quorum for the transaction of business. If a quorum is present at a meeting, the acts of five (5) of those Unit Owners present will bind all Unit Owners for all purposes other than those for which a higher percentage is required by law, by the declaration, or by these bylaws. If, at any meeting of Unit Owners, there is less than a quorum present, a majority of those present may adjourn the meeting to a time not less than 24 hours from the time the original meeting was called. At any subsequent meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

**Section Seven. Order of business.** The order of business at all meetings of the Unit Owners will be as follows:

- (a) Roll call,
- (b) Proof of notice of meeting or waiver of notice,
- (c) Reading of minutes of preceding meeting,
- (d) Reports of officers,
- (e) Report of Board of Managers,
- (f) Reports of committees,
- (g) Election of inspectors of election (when appropriate),
- (h) Election of members of Board of Managers (when required),
- (i) Unfinished business, and
- (j) New business.

**Section Eight. Voting.** The owner or owners of each unit, or some person appointed by an owner or owners to act as proxy on his or her or their behalf, will be entitled to cast the vote appurtenant to each such unit at all meetings of the Unit Owners. The appointment of any proxy will be made in a writing filed with the secretary, and will be revocable at any time by notice in writing to the secretary. Voting will be on a percentage basis. The percentage of the vote to which each unit is entitled is the percentage interest of the undivided ownership of the general common elements appurtenant. When 30% or fewer of the units, by number, possess over 50% in the aggregate of the votes in the Association, any percentage vote of members specified by the Condominium Property Act or in the condominium instruments will require the specified percentage by number of units rather than by percentage of interest in the general common elements allocated to units that would otherwise be applicable. If there is more than one owner of a unit, if only one of the multiple owners is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that unit. If more than one of the multiple owners is present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is a majority agreement if any one of the multiple owners cast the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

**Section Nine. Minutes.** Minutes will be taken at all meetings of Unit Owners. Copies of the minutes will be available for inspection at the office of the Association by Unit Owners and members of the Board of Managers at all reasonable times.

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**Section Ten. Title to units.** Title to units may be acquired and held in the name of an individual, in the name of two or more persons as joint tenants, tenants-in-common, or any other entity recognized under Illinois law, or in the name of a corporation, a partnership, or a fiduciary.

**Section Eleven. Copy of proposed annual budget.** Each unit owner will be given, at least 30 days prior to the adoption by the Board of Managers, a copy of the proposed annual budget.

**Section Twelve. Notice of managers' meetings or assessment.** Each unit owner will receive notice, in the same manner as is provided in the Condominium Property Act for membership meetings, of any meetings of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment.

#### ARTICLE IV OFFICERS

**Section One. Designation.** The principal officers of the Association will be a president, a vice president, a secretary, and a treasurer, all of whom will be elected by and from the Board of Managers. The board may also appoint one or more assistant vice presidents, an assistant treasurer, an assistant secretary, and other officers as in its judgment may be necessary.

**Section Two. Election of officers.** The officers of the Association will be elected annually by the Board of Managers at the organizational meeting of each new board, and will hold office at the pleasure of the board. No officer will be elected for a term of more than two years, but any officer may succeed himself or herself.

**Section Three. Removal of officers.** On the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, with or without cause, and his or her successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the board called for that purpose.

**Section Four. President.** The president will be the chief executive officer of the Association. He or she will preside at all meetings of the Board of Managers and of Unit Owners. He or she will have all general powers and duties that are incident to the office of president of a not-for-profit corporation organized in Illinois, including, but not limited to the power to appoint committees from among the owners as he or she may deem appropriate to assist in the conduct of the affairs of the Association.

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**Section Five. Vice president.** The vice president will take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Managers will appoint some other member of the board to do so on an interim basis. The vice president will also perform other duties as may be imposed on him or her by the Board of Managers.

**Section Six. Secretary.** The secretary will keep the minutes of all meetings of the Board of Managers and of the Unit Owners; he or she will have charge of any books and papers as the Board of Managers may determine; and he or she will, in general, perform all duties incident to the office of secretary of a corporation not-for-profit organized under Illinois law.

**Section Seven. Treasurer.** The treasurer will have responsibility for the funds and securities of the condominium, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He or she will be responsible for the deposit of all money and other valuable effects in the name of the Board of Managers or managing agent, in depositories as may be designated by the Board of Managers, and will, in general, perform all duties incident to the office of treasurer of a corporation not-for-profit organized under Illinois law.

**Section Eight. Compensation.** The salaries of all officers will be fixed by the Board of Managers, and the fact that any officer is a member of the board will not preclude him or her from receiving salary or from voting on any resolution providing for the same, or no officer will receive any compensation from the Association for acting as such. However, nothing contained here will be construed to preclude any officer from serving the Association in any other capacity, and receiving compensation.

**Section Nine. Officer to mail and receive notices.** The secretary is designated the officer to mail and receive all notices and execute amendments to any condominium instruments as provided for in the Condominium Property Act of Illinois and in the condominium instruments.

**Section Ten. Vacancies.** Vacancies in any office will be filled in the following manner: If the remaining term of office is less than one (1) year, the Board of Managers shall appoint a member to fill the vacancy for the remainder of the unexpired term. In the event the remaining term of office is longer than one (1) year, the board of manager shall call for a special meeting for the sole purpose of electing a member for the unexpired term of the vacant office.

**ARTICLE V**  
**OPERATION OF PROPERTY**

**Section One. Determination of common charges.** The Board of Managers will at least annually, prepare a budget for the condominium. This budget will include projections of common expenses, common revenues (from sources other than assessments of Unit Owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of common charges against Unit Owners as provided in the declaration.

As used in these bylaws, the term "common expenses" or "common charges" will mean expenses or charges for the Association and condominium for which Unit Owners are proportionately liable, and will include, but will not be limited to the following:

- (a) All expenses of managers of the Association;
- (b) Management fees;
- (c) All expenses for maintenance, repair, and replacement of the general common elements;
- (d) Taxes on Association property;
- (e) Taxes on leased areas;
- (f) Insurance premiums on all policies of insurance obtained by the Board of Managers, managing agent, or manager;
- (h) Security expenses;
- (i) Working capital reserve;
- (j) General operating reserve;
- (k) Repair and replacement reserve;
- (l) Reserve for deficits accrued in prior years;
- (m) Reserve for acquisition or lease of units, the owners of which have elected to sell or lease their unit or units, or that may become available at a trustee's sale or at foreclosure or other judicial sale;
- (n) Utility expenses for water and gas, and related sewer rents;
- (o) Utility expenses for electricity serving the general common elements, other than leased portions, which will be separately metered;
- (p) All other amounts that the owners may agree on or that the Board of Managers may deem necessary or appropriate for the operation, administration, and maintenance of the condominium; and
- (q) All other amounts designated common expenses by the declaration, by these bylaws, or by law.

The Board of Managers will furnish copies of the budget on which the allocations and assessments of common charges are based to all Unit Owners and mortgagees and trust deed beneficiaries.

**Section Two. Collection of assessments.** The Board of Managers will assess common charges against the Unit Owners, and at least annually, and advise each unit owner in writing of the amount of common charges payable by him or her. If any common charge remains unpaid for more than 30 days from the date due, the Board of Managers will take prompt action to collect the unpaid amount.

**Section Three. Common surplus.** If in any taxable year, the net income of the Unit Owners from assessments and all other sources except casualty insurance proceeds and other nonrecurring items exceeds the sum of: (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses in the next succeeding taxable year as may be determined by the Board of Managers, the excess will be returned immediately to Unit Owners, the share of each being in proportion to the amount of assessments for common expenses paid by him or her within the taxable year.

**Section Four. Liability for assessments.** All Unit Owners are obligated to pay the common charges assessed by the Board of Managers at times as the board may determine, provided, however, the Developer shall not be obligated to pay capital reserves for any Unit which it has not sold or leased to a third party. No unit owner may exempt himself or herself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the general common elements or by abandonment of his or her unit. However, no unit owner will be liable for any assessment for common charges against his or her unit subsequent to a sale, transfer, or other conveyance by him or her of the unit made in accordance with the provisions of Section Three of Article Seven of these bylaws. Moreover, any owner of a unit that is free and clear of all liens and encumbrances other than a first mortgage or deed of trust and any lien for unpaid common charges, may, subject to the provisions of these bylaws, convey the unit to the Board of Managers or its designee, corporate or otherwise, as grantee on behalf of all other Unit Owners and such conveyance will exempt the owner from liability for any common charges assessed afterwards. On the voluntary sale or conveyance of a unit, all unpaid assessments against the seller for common expenses will first be paid from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except: (a) assessments, liens, and charges in favor of the state or any political subdivision for taxes past due and unpaid on the unit, or (b) amounts due under mortgage or deed of trust instruments recorded. Any payment by a purchaser will be without prejudice to the right of the purchaser to recover over from his or her seller any amounts for which he or she was not liable under his or her contract of sale. Additionally, any purchaser or mortgagee or trust deed beneficiary will be entitled to a statement from the Board of Managers setting forth the amount of unpaid common

charges due the Association from any seller, and will be entitled to rely on the statement. Such purchaser, mortgagee, or beneficiary will not be liable, nor will the subject unit be subject to a lien, for any unpaid common charges in excess of the amount stated in the statement. A mortgagee, trust deed beneficiary, or other purchaser of a unit at a trustee's sale, or at a foreclosure or other judicial sale, will not be liable for nonpayment of any common charges assessed prior to the date of the sale, and the unit will not be subject to a lien for nonpayment of the charges.

**Section Five. Default in payment of common charges.** In the event a unit owner fails for 30 days following the due date, to pay to the Board of Managers the common charges assessed against his or her unit, the unit owner will be deemed in default, and will be obligated to pay interest at the legal rate on the common charges from the due date of the charges, together with all expenses, including reasonable attorneys' fees, incurred by the Board of Managers in any proceeding brought to collect the amount owing, or to foreclose the lien for nonpayment.

**Section Six. Foreclosure of liens for unpaid common charges.** It will be the right and duty of the Board of Managers to attempt to recover unpaid common charges, together with interest, and expenses of the proceeding, including reasonable attorneys' fees, by an action brought against any unit owner in default on his or her obligation to pay the same, or by foreclosure of the lien on any unit in respect to which the default has occurred. Any such lien may be foreclosed in the same manner as a mortgage on real property. In any such foreclosure the unit owner will be required to pay reasonable rental for the unit for the period beginning on the date notice of default is first served and ending on the date of sale; and the Board of Managers, as plaintiff in such a foreclosure, will be entitled to the appointment of a receiver to collect the reasonable rental. The Board of Managers, acting on behalf of all Unit Owners as the Unit Owners, will have power to bid on and purchase any such unit, and to acquire, hold, lease, encumber, convey, or otherwise deal with it. Action to recover a money judgment for unpaid common charges will be maintainable without foreclosing or waiving the lien securing the same, and foreclosure will be maintainable notwithstanding the pendency of an action to recover a money judgment.

**Section Seven. Maintenance and repair.**

(a) Each owner will promptly perform all maintenance and repair work within his or her own unit, which if omitted would affect any common element, any portion of the property belonging to other owners, or the condominium as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may cause.

(b) All maintenance, repairs, and replacements to the general common elements, whether located inside or outside individual units, will be the responsibility of the Board of Managers and will be charged to all Unit Owners as common expenses unless such maintenance, repairs, or



replacements are necessitated by the negligence or misconduct of individual Unit Owners, in which case such expenses will be the responsibility of and will be charged to such individual Unit Owners.

(c) Each unit owner will be responsible for and reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through his or her fault.

**Section Eight. Uses of units.**

(a) Units will be occupied and used by their respective owners only for industrial or commercial uses as permitted by the covenants of Aurora Corporate Center and the zoning ordinances of the City of Aurora, and for no other purpose whatsoever.

(b) Any temporary or permanent outside storage of any materials or equipment permitted by the applicable zoning and building ordinances of the City of Aurora shall be fully screened with an eight (8') foot opaque fence and landscaping approved by the Developer.

(c) No trucks, vans or trailers shall be temporarily stored outside of a unit and shall not be parked outside of a unit.

(d) No garbage or trash shall be deposited or stored outside of building.

(e) Owners will not take or cause to be taken within their units any action that would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant to it or affect the general common elements without the unanimous consent of all Unit Owners who might be affected.

(f) No immoral, improper, offensive, or unlawful uses shall be made of condominium property or any part of it, and each unit owner, at his or her own expense, will comply with, perform, and fully satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting his or her unit.

**Section Nine. Modifications by Unit Owners.** No unit owner will make any structural addition or alteration in or to his or her unit without complying with the provisions of Paragraph 7 (Architectural Review) of the Declarations... However, neither the board nor any member of it will be liable to any contractor, subcontractor, or materialman, or to any person claiming injury to person or property as a result of such addition or alteration or the construction of it. The provisions of this section will not apply to Units owned by Developer until the Units have been initially sold by Developer and paid for.

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**Section Ten. Use of general common elements and limited general common elements.**

(a) No unit owner shall parking any vehicle or equipment on any common element roadway, unless parking is permitted by the Board of Managers and the permitted parking area is specifically designated.

(b) No Unit Owner shall keep or maintain any garbage or refuse container or roll-up, or any garbage, refuse or debris on any common or limited common area.

**Section Twelve. Modifications by Board of Managers.** Any additions or alterations in or to the general common elements costing \$5,000 or less may be made by the Board of Managers without approval of the Unit Owners or of unit mortgagees or trust deed beneficiaries, and the costs will be treated as common expenses. Whenever in the judgment of the Board of Managers, the general common elements require additions or alterations costing in excess of \$5,000, the making of those additions or alterations will require approval by a majority of Unit Owners. After approval has been obtained, the Board of Managers will proceed with the additions or alterations, and the costs will be treated as common expenses.

(a) **The** number and locations of business identification signs upon the exterior of any building shall be pursuant to the applicable sign regulations imposed by the City of Aurora.

**Section Thirteen. Repair or reconstruction.** In the event of any damage to or destruction of any improvements on the condominium property or any part of it, those improvements or general common elements will be promptly repaired and restored by the Board of Managers using the proceeds of any insurance procured and maintained as provided in these bylaws. If the proceeds are inadequate to cover the cost of repair and restoration, Unit Owners directly affected by the damage or destruction will be assessed on the basis of percentage of ownership of the general common elements. If any one or more of those comprising a minority of Unit Owners refuses to pay the assessments, on proper resolution setting forth the circumstances of the case, the majority may proceed with the repair or restoration at the expense of the Unit Owners to be benefited by it.

**Section Fourteen. Casualty coverage insurance.** The Board of Managers, or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against loss by any casualties, as are covered under standard extended coverage provisions for the full insurable replacement cost of the general common elements.

**Section Fifteen. Liability insurance.** The Board of Managers or the managing agent or manager, as the case may be, will obtain and continue in effect comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the property in amounts, if any, specified by the condominium instruments or otherwise 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 will be included as an additional insured in his or her capacity as unit owner and board member. The Unit Owners will be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use. The insurance will cover claims of one or more insured parties against other insured parties. The insurance will contain a waiver of any rights to subrogation by the insuring company against any of the above named insured persons. Premiums for the insurance will be common expenses.

**Section Sixteen. Beneficiaries of insurance.** All policies of insurance required to be obtained will be written in the name of, and the proceeds will be deemed payable to, the Board of Managers, as trustee for each of the Unit Owners in the percentages established in the declaration. The Board of Managers, or the persons acting in such capacity pursuant to Section 605/318.2 in Chapter 765 of the Illinois Compiled Statutes, will have authority to designate any corporation qualified to accept and execute trusts in this state to act as agent or trustee for, or as successor trustee to, the Board of Managers for the purpose of collecting and disbursing the proceeds of the insurance in the manner provided by the declaration, the bylaws, and the Condominium Property Act. Premiums for the insurance and other expenses in that connection will be common expenses.

**Section Seventeen. Right of owners to insure units.** Any insurance procured or maintained by the Board of Managers, or managing agent or manager, as the case may be, will be without prejudice to the right of each unit owner to procure and maintain unit insurance as he or she sees fit.

**Section Eighteen. Rules and regulations.** Rules and regulations concerning the use of the general common elements and of individual units may be promulgated and amended by the Board of Managers with the approval of a majority of Unit Owners. Copies of all rules and regulations will be furnished by the Board of Managers to each unit owner prior to their effective date.

**Section Nineteen. Abatement of violations.** Violation of any provision of the declaration, of these bylaws, or of any rule or regulation adopted pursuant to any of those provisions, will give the Board of Managers, acting on behalf of all Unit Owners, the right, in addition to any other rights stated in this document:

(a) To enter any unit in or as to which a violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any thing or condition constituting a

violation or breach; and the Board of Managers will not be deemed guilty of trespass in doing so; or

(b) To enjoin, abate, or remedy the continuance of a violation or breach by appropriate legal proceedings, or to bring an action for recovery of damages.

**Section Twenty. Arbitration.** In the event of internal disputes arising from the operation of the condominium among Unit Owners, Associations, agents and assigns, there will be voluntary binding arbitration conducted under Illinois law. The decision of the arbitrator will be final.

## ARTICLE VI MORTGAGES AND DEEDS OF TRUST

**Section One. Notice of encumbrance.** An owner who mortgages his or her unit or deeds his or her unit in trust will, within 30 days after the mortgage or deed of trust has been executed, notify the manager, managing agent, or secretary of the Association of the name and address of his or her mortgagee or trust deed beneficiary; and the secretary will maintain the information in a book entitled "Mortgagees of Units."

**Section Two. Payment of assessments.** No unit owner will be permitted to convey, mortgage, deed in trust, pledge, sell, or lease his or her unit unless and until he or she has paid in full to the Board of Managers all unpaid charges by then assessed against his or her unit, and until he or she has satisfied all unpaid liens against his or her unit other than mortgage liens.

**Section Three. Notice of unpaid assessments.** The secretary of the Association will, at the request of a mortgagee or trust deed beneficiary of a unit, report any unpaid assessments due from the owner of a unit.

**Section Four. Notice of default.** On giving notice to a unit owner of a default, whether in payment of common charges or otherwise, the Board of Managers will send a copy of the notice to each holder of a mortgage secured by the unit, or trust deed beneficiary of the unit, whose name and address appears in the book entitled "Mortgagees of Units."

**Section Five. Inspection of books.** Unit Owners, mortgagees, and beneficiaries under deeds of trust covering units will be permitted to inspect the books of account of the condominium at reasonable times during business hours.

**Section Six. Blanket mortgages.** Notwithstanding any other provision of these bylaws, the entire condominium property, or some or all of the units in it, together with the undivided interests in the general common elements and limited general common elements appurtenant,

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may be subjected to a blanket mortgage constituting a first lien, created by an instrument executed by all owners of the property or units covered and recorded in the office in which these bylaws are recorded. Any unit included under the lien of such a mortgage may be sold or otherwise conveyed or transferred subject to that lien. The instrument creating any such mortgage will provide a method where any unit owner may obtain a release of his or her unit and its appurtenant interests in the general common elements and limited general common elements from the lien of the mortgage and a satisfaction and discharge in recordable form, on payment of an amount equal to the proportionate share attributable to his or her unit of the then outstanding balance of unpaid principal and accrued interest and other proper charges. The proportionate share attributable to each unit will be in each case the proportion in which all units then subject to the lien of the mortgage share among themselves in liability for common expenses as provided in the declaration [or such other reasonable proportion as will be specifically provided in the mortgage instrument].

## ARTICLE VII SALES AND LEASES OF UNITS

**Section One. Compliance with article.** No unit owner may sell or lease his or her unit or any interest in the unit except by complying with the provisions of this Article.

**Section Two. Severance of ownership.** Any sale of a unit must include the sale of the undivided interest in the general common elements appurtenant to that unit; the interest of the seller in any units before then acquired by the Board of Managers, or the proceeds of the sale or lease; and the interest of the seller in any other assets of the condominium (collectively referred to as appurtenant interests). No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which the interests are appurtenant; or as a part of a sale, transfer, or other disposition of such part of the appurtenant interests of all units. Any deed, mortgage, deed of trust, or other instrument purporting to affect a unit or one or more appurtenant interests without including all such interests will be deemed to include the interest or interests that were omitted; it being the intention here to prevent any severance of combined ownership of units and their appurtenant interests.

**Section Three. Right of first refusal.** Any unit owner who receives a bona fide offer for the sale or lease of his or her unit which he or she intends to accept, will give notice to the Board of Managers of the terms of the offer, the name and address of the offeror, and other information as the board may reasonably request. The giving of this notice will constitute a warranty and representation by the unit owner to the Board of Managers that the owner believes the offer to be bona fide in all respects, and intends to accept it. Within five (5) days after receipt of the notice, the board may elect, by notice to the unit owner, to purchase or lease the unit, on behalf of the Unit Owners, on the same terms and conditions stated in the unit owner's notice. If the board or

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its designee fails, within fifteen (15) days to give notice of its intent to purchase or lease the unit, the unit owner will be free to contract, to sell, or lease the same to the outside offeror on the terms and conditions stated in the original offer.

**Section Four. Consent of Unit Owners.** The right of first refusal stated above may not be exercised by the Board of Managers without the prior approval of a majority of Unit Owners.

**Section Five. Release of right of first refusal.** The right of first refusal stated above may be released or waived by the Board of Managers.

**Section Six. Certificate of termination or waiver of right of first refusal.** Any unit owner who has given the notice required in Section Three of this article, or in respect to whom the provisions of the section have been waived, may request a certificate of termination or waiver, as the case may be, of the right of first refusal. On such a request, a certificate of termination or waiver will be executed and acknowledged by the secretary of the Association, and the certificate will be conclusive on the Board of Managers and the Unit Owners in favor of all persons relying on it in good faith.

**Section Seven. Financing acquisition of unit units by Board of Managers.** Acquisition of units may be financed from the acquisitions reserve, working capital, and common charges in the hands of the Board of Managers. If these funds are insufficient, the board, with the prior approval of three-fourths (3/4) of the Unit Owners, may levy an assessment against Unit Owners in proportion to their ownership of the general common elements, as a common charge. The board is also authorized to borrow money to finance the acquisition of these units. However, no lien or encumbrance on any property, other than the unit to be acquired, may be suffered to secure the financing.

**Section Eight. Exceptions.** The right of first refusal stated above will not apply to any sale or lease of a unit by its owner to his or her spouse, to any of his or her children, to his or her parent or parents, to his or her brothers or sisters, or to any one or more of them; nor will the right apply to any unit owned by the Developer, or to the acquisition or sale of any unit by a mortgagee or trust deed beneficiary acquiring title by foreclosure or by exercise of a power of sale. Nor will the right apply to any transfer or conveyance of a unit by gift, by devise, or by intestate succession.

**Section Nine. Voting rights in case of resale.** In the event of a resale of a unit from a seller other than the Developer pursuant to an installment contract for purchase the purchaser will during such times as he or she resides in the unit be counted toward a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing members of the board, will have the right to vote for the election of members of the Board of Managers and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all of these rights. In no event will the seller

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and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the board. Satisfactory evidence of the installments will be made available to the Association or its agents.

## ARTICLE VIII EMINENT DOMAIN

**Section One. Condemnation of general common elements.** If all or any part of the general or limited general common elements is taken, injured, or destroyed by eminent domain, each unit owner will be entitled to participate, through the Association, in the incident proceedings. However, any damages will be for the taking, injury, or destruction as a whole, and will be collected by the Board of Managers. If those Unit Owners entitled to exercise 66 2/3% or more of the total voting power of the Association and promptly approve the repair and restoration of the general or limited general common elements, the Board of Managers will contract for repair and restoration, and will disburse the proceeds of the award in appropriate progress payments to contractors engaged in repair and restoration. If the proceeds of the award are insufficient to defray the entire expense of repair and restoration, the excess of the expense over the proceeds will be treated as a common expense or limited common expense. If those Unit Owners entitled to exercise 66 2/3% or more of the total voting power of the council do not and promptly approve the repair and restoration of the general common elements, the net proceeds will be divided by the Board of Managers among all Unit Owners in proportion to their respective general or limited common interests, as the case may be, paying out of the share of each unit owner the amount of any unpaid liens on his or her unit, in the order of priority of the liens.

**Section Two. Condemnation of units.** If all or any part of any unit or units, other than the undivided interest or interests in the general and limited general common elements appurtenant, is taken, injured, or destroyed by eminent domain, each unit owner affected will be entitled to participate directly in the proceedings incident to eminent domain. Any damages will be payable directly to the unit owner or owners.

## ARTICLE IX RECORDS

**Records; certification by certified public accountants.** The manager, managing agent, and Board of Managers will keep detailed records of all actions of the manager, managing agent, and Board of Managers, as well as minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account for the condominium, including a chronological record of all receipts and disbursements. A separate account will also be kept for each unit containing, among other things, the amount of each assessment against the unit, the date when due, amounts paid, and the balance remaining due.

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The Board of Managers will also prepare a quarterly written report summarizing receipts and disbursements of the condominium, copies of which will be made available to all Unit Owners. Additionally, an annual report of receipts and disbursements of the condominium, certified by an independent certified public accountant, will be rendered by the Board of Managers to all Unit Owners, mortgagees, and trust deed beneficiaries requesting it, promptly after the end of each fiscal year.

## ARTICLE X MISCELLANEOUS

**Section One. Notices.** All notices required or permitted to be sent to the Board of Managers will be sent by registered or certified mail in care of the manager or managing agent, or if there is no manager or managing agent, to the office of the Board of Managers at P.O. Box 746, Geneva, Kane County, Illinois, or to another address as the board may designate. All notices required or permitted to be sent to any unit owner will be sent by registered or certified mail to the condominium or to another address as the owner may have designated in writing to the Board of Managers. All notices to unit mortgagees or trust deed beneficiaries will be sent by registered or certified mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units." All notices will be deemed to have been given when mailed, except notices of change of address, which will be deemed to have been given when received.

**Section Two. Waiver.** No restriction, condition, obligation, or provision contained in these bylaws will be deemed to have been abrogated or waived because of any failure to enforce it, irrespective of the number of violations and failures to enforce that may occur.

**Section Three. Invalidity.** If any provision or provisions of these bylaws is or are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these bylaws.

**Section Four. Captions.** Captions are inserted in these bylaws for convenience and reference only, and will not be taken in any way to limit or describe the scope of these bylaws or any provision of them.

## ARTICLE XI AMENDMENTS

**Amendments.** These bylaws may be amended or supplemented by the vote of those Unit Owners entitled to exercise seventy-five (75%) percent of the total voting power of the Unit Owners at a meeting of Unit Owners called and held for this purpose. Any amendment or supplement will be filed for record in the office in which these bylaws are recorded.

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**ARTICLE XII  
CONFLICTS**

**Conflicts.** These bylaws are intended to comply with the requirements of, and are written according to the provisions of the Illinois Condominium Property Act. If these bylaws or any provisions of them are construed as to be in conflict with the provisions of the statutes or of the declaration to which they are attached, the provisions of the statutes or of the declaration, as the case may be, will control.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Lot 5 in Aurora Corporate Center, being a Subdivision of part of the North Half of Section 1, Township 38 North, Range 8, East of the Third Principal Meridian, according to the plat thereof recorded September 28, 2001 as document number 2001K100610, in Kane County, Illinois.**

EXHIBIT "B"  
PLAT OF SURVEY

Exhibit "D"

ARTICLES OF INCORPORATION

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1(a) NEXT LEVEL AT AURORA CORPORATE CENTER, INC. is being organized as a close corporation.

FORM **BCA 2.10 (2A)** (rev. Dec. 2003)  
**ARTICLES OF INCORPORATION**  
Business Corporation Act (Close Corporation)

COPY

2006K031306

Jesse White, Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-9522  
www.cyberdriveillinois.com

SANDY WEGMAN  
RECORDER - KANE COUNTY, IL

RECORDED: 03/23/2006 11:58AM  
REC FEE: 25.00 RHSPS FEE:  
PAGES: 2

Remit payment in the form of a cashier's check, certified check, money order or an Illinois attorney's or CPA's check payable to the Secretary of State. SEE NOTE 1 CONCERNING FEES!

FILED: 03/06/2006  
JESSE WHITE  
SECRETARY OF STATE

Filing Fee: \$150.00 Franchise Tax \$ 25.00 Total \$ 175.00 File # 64744135 Approved: KAK  
Submit in duplicate Type or Print clearly in black ink Do not write above this line

1. CORPORATE NAME: NEXT LEVEL AT AURORA CORPORATE CENTER, INC.  
NOTE: Item 1(a) in the upper left hand corner must also be completed.

(The corporate name must contain the word "corporation", "company", "incorporated", "limited" or an abbreviation thereof.)

2. Initial Registered Agent: CHARLES A. RADOVICH  
First Name Middle Name Last Name  
Initial Registered Office: 312 WEST STATE STREET, P.O. BOX 464  
Number Street Suite No. (A P.O. Box alone is not acceptable)  
GENEVA IL 60134 KANE  
City ZIP Code County

3. Purpose or purposes for which the corporation is organized:  
(If not sufficient space to cover this point, add one or more sheets of this size.)  
COMMERCIAL REAL ESTATE DEVELOPMENT, REAL ESTATE PURCHASES AND SALES  
AND ALL OTHER BUSINESS PURPOSES AUTHORIZED UNDER THE ILLINOIS BUSINESS  
CORPORATION ACT, AS AMENDED FROM TIME TO TIME.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefore
COMMON	10,000	1,000	\$ 1000.00
TOTAL = \$			1000.00

Paragraph 2: The preferences, qualification, limitations, restrictions and special or relative rights in respect of the shares of each class are:  
(If no sufficient space to cover this point, add one or more sheets of this size.)

Handwritten initials and marks, including a large '25' and a signature.

Handwritten mark '2'.

5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: \_\_\_\_\_  
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:
- | Name | Address | City, State, ZIP |
|------|---------|------------------|
|      |         |                  |
|      |         |                  |
|      |         |                  |

6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ \_\_\_\_\_  
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ \_\_\_\_\_  
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ \_\_\_\_\_  
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ \_\_\_\_\_

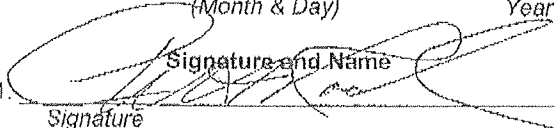
7. **OPTIONAL: OTHER PROVISIONS**

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated MARCH 3, 2006  
(Month & Day) Year

1.   
 Signature and Name  
 Signature  
CHARLES A. RADOVICH  
 (Type or Print Name)

2. \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 (Type or Print Name)

3. \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 (Type or Print Name)

1. 312 WEST STATE STREET, P.O. BOX 464  
 Address  
 Street  
GENEVA, IL 60134  
 City/Town State ZIP Code

2. \_\_\_\_\_  
 Street  
 \_\_\_\_\_  
 City/Town State ZIP Code

3. \_\_\_\_\_  
 Street  
 \_\_\_\_\_  
 City/Town State ZIP Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer.

Note 1: Fee Schedule

The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this State. (Minimum initial franchise tax is \$25)

The filing fee is \$150

The minimum total due (franchise tax + filing fee) is \$175.

Note 2: Return to:

RADOVICH & RADOVICH

(Firm name)

CHARLES A. RADOVICH

(Attention)

P.O. BOX 464

(Mailing Address)

GENEVA, IL 60134

(City, State, ZIP Code)

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Exhibit "E"

Developer reserves the right to add additional Buildings upon Lot 5 in Aurora Corporate Center, being a subdivision of part of the north half of Section 1, Township 38 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded September 28, 2001 as Document Number 2001K100610, in the City of Aurora, Kane County, Illinois.

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This Instrument Was Prepared By:  
Charles A. Radovich  
Radovich & Radovich  
312 W. State Street  
Geneva, IL 60134

2007K097374

SANDY WEGMAN  
RECORDER - KANE COUNTY, IL

RECORDED: 9/21/2007 1:15 PM  
REC FEE: 25.00 RHSPS FEE: 10.00  
PAGES: 4

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE NEXT  
LEVEL AT AURORA CORPORATE CENTER CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE  
NEXT LEVEL AT AURORA CORPORATE CENTER CONDOMINIUM, is made and entered  
into this 1<sup>st</sup> day of September, 2007 by Next Level at Aurora Corporate Center,  
Inc. ("Declarant").

**WITNESSETH:**

Whereas, Declarant recorded that certain Declaration of Condominium, in the Office of the Kane  
County Recorder, Kane County, Illinois on April 16, 2007 as Document No. 2007K040859 (the  
"Declaration") pursuant to the provisions of the Illinois Condominium Property Act (the "Act").

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:  
Exhibit "D" is deleted and is hereby replaced with the attached Articles of Incorporation for Next  
Level at Aurora Corporate Center Condominium Association.

IN WITNESS WHEREOF, of the Declarant has caused its name to be signed to theses  
presents as of the day and year written above.

DECLARANT:

NEXT LEVEL AT AURORA CORPORATE CENTER INC.

By: Thomas E. Burgess

Thomas E. Burgess, Its President

RECEIVED  
MAY - 5 2015  
CITY OF AURORA  
PLANNING DIVISION

4

35



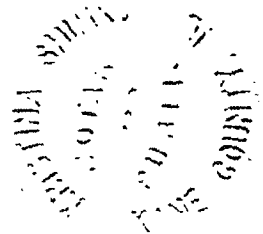
STATE OF ILLINOIS     )  
  )  
COUNTY OF KANE        )

I, Kristina Shimko, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that Thomas E. Burgess, who is personally known to me to be the President of  
Next Level at Aurora Corporate Center Inc. appeared before me this day in person an acknowledged  
that as such President, he signed and delivered the said instrument as his own free and voluntary act  
and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7<sup>th</sup> day of September, 2007.



*Kristina Shimko*  
\_\_\_\_\_  
Notary Public



Unofficial

FORM NFP 102.10 (rev. Dec. 2003)
ARTICLES OF INCORPORATION
General Not For Profit Corporation Act

Jesse White, Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-9522
www.cyberdriveillinois.com

Remit payment in the form of a
cashier's check, certified check,
money order or Illinois attorney's
or C.P.A.'s check payable
to Secretary of State.

FILED: 08/23/2007 JESSE WHITE SECRETARY OF STATE

File # 65738538 Filing Fee: \$50 Approved: KAK

Submit in duplicate Type or Print clearly in black ink Do not write above this line

Article 1.

Corporate Name: NEXT LEVEL AT AURORA CORPORATE CENTER CONDOMINIUM ASSOCIATION

Article 2.

Name and Address of Registered Agent and Registered Office in Illinois:

Registered Agent: CHARLES A. RADOVICH
First Name Middle Name Last Name

Registered Office: 312 WEST STATE STREET
Number Street Suite # (P.O. Box alone is unacceptable)
GENEVA IL 60134 KANE
City ZIP Code County

Article 3.

The first Board of Directors shall be 3 in number, their Names and Addresses being as follows
Not less than three

Table with 5 columns: Director Name, Street Address, City, State, Zip Code. Rows include THOMAS E. BURGESS, LINDSEY K. BURGESS, and JOHN SCOVILLE.

Article 4.

Purpose(s) for which the Corporation is organized:

TO PROVIDE AN ENTITY PURSUANT TO THE ILLINOIS CONDOMINIUM PROPERTY ACT FOR THE OPERATION OF THE NEXT LEVEL AT AURORA CORPORATE CENTER CONDOMINIUM ASSOCIATION. LOCATED IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS AND TO POSSESS SUCH POWERS AS AUTHORIZED BY THE ILLINOIS CONDOMINIUM PROPERTY ACT AS AMENDED FROM TIME TO TIME.

(continued on back)

Printed by authority of the State of Illinois, March 2007 - 15M - C 157.15

08/23/2007 11:11AM

Article 4.(continued)

Is this Corporation a Condominium Association as established under the Condominium Property Act? (check one)

Yes  No

Is this Corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? (check one)

Yes  No

Is this Corporation a Homeowner's Association, which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? (check one)

Yes  No

Article 5.

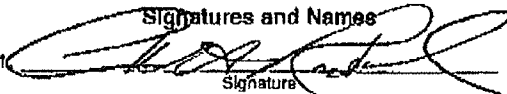
Other provisions (For more space, attach additional sheets of this size.):

Article 6.

Names & Addresses of Incorporators

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated August 23, 2007  
Month & Day Year

Signatures and Names		Post Office Address	
1.  Signature	1. 312 WEST STATE STREET, P.O. Box 168 Street	GENEVA, IL 60134 City, State, ZIP	
2. _____ Signature	2. _____ Street	_____ City, State, ZIP	
3. _____ Signature	3. _____ Street	_____ City, State, ZIP	
4. _____ Signature	4. _____ Street	_____ City, State, ZIP	
5. _____ Signature	5. _____ Street	_____ City, State, ZIP	
_____ Name (print)	_____ Name (print)	_____ Name (print)	

Signatures must be in BLACK INK on the original document.

Carbon copies, photocopies or rubber stamped signatures may only be used on the duplicate copy.

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Please print name and title beneath the officer's signature.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in Illinois, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation that is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

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