



THIS INSTRUMENT WAS PREPARED BY:
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SANDY WEGMAN
RECORDER - KANE COUNTY, IL

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**FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE AURORA
CORPORATE CENTER FOR COMMERCE CONDOMINIUMS, PHASE III**

THIS FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE AURORA CORPORATE CENTER FOR COMMERCE CONDOMINIUMS, PHASE II, is made and entered into this 31ST day of December, 2012 pursuant to the provisions of Paragraph 25 of the Fourth Restated Declaration of Condominium of the Aurora Corporate Center for Commerce Condominiums, Phase III

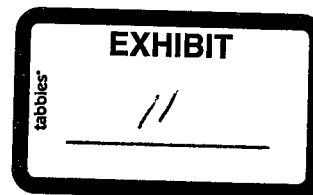
WITNESSETH:

WHEREAS, Aurora Corporate Center Development Co. as Declarant, recorded that certain Declaration of Condominium, in the Office of the Kane County Recorder, Kane County, Illinois on January 26, 2005 as Document No. 2005K010812 (the "Declaration") pursuant to the provisions of the Illinois Condominium Property Act (the "Act"), and

WHEREAS, subsequent to the recording of the Declaration, a First Amendment to the Declaration, which restated the Declaration, was recorded on September 12, 2005 as Document No. 2005K107586 (the "First Restated Declaration"), also with the Office of the Kane County Recorder, and a Second Amendment to the Declaration, which restated the restated First Restated Declaration, was recorded on June 20, 2006 as Document No. 2006K066313, and

WHEREAS, the Declarant reserved in the Declaration and in each Restated Declaration the right to annex and add all or any portion of the Add-On Property (as defined in the Declaration) to the Property (as defined in the Declaration),

WHEREAS, a Third Amendment to the Declaration, which restated the Declaration, was recorded as document number 2007K003514 with the Office of the Kane County Recorder adding to the Property, and submitting to the provisions of the Act and the Declaration, twenty-three (23) additional units (the "Second Additional Units") to the Property, described on Exhibit "A" attached hereto, which Second Additional Units is a portion of said Add-On Property



WHEREAS, a Fourth Amendment to the Declaration, which restated the Declaration, was recorded as document number 2010K0002825 with the Office of the Kane County Recorder, amended the size (square footage) and dimensions of each Unit within the Buildings based on the certification of an Illinois registered land surveyor, and

WHEREAS, Centa Corporation, the Unit Owner of Units 114, 116, 124, 126, 128, 130 and 132 in the 2570 Beverly Drive Building desires to attain access to and use of the Service Hallway with Loading Dock for the benefit of Unit 132, subject to the applicable obligations and restrictions under Paragraph 8 b(2) of the Declaration, and

WHEREAS, pursuant to the provisions of Paragraph 25 of the Declaration, the requisite percentage of total voting power of Unit Owners (75%) have approved by at a meeting of Unit Owners held in accordance with the bylaws of the Aurora Corporate Center for Commerce Condominium Association No 2

NOW, THEREFORE, the Declaration, as heretofore restated, is amended as follows

1 Paragraph 8b(2) (Limited Common Elements) (2570 Beverly Drive Building) of the Declaration is hereby amended by deleting said Paragraph 8 b (2) and substituting the following therefor

'b (2) Service Hallway with Loading Dock for Units 100, 102, 106 108, 110, 112, 114, 116, 118, 120, 132 134, 136, 138, 140, 142, and 144 at the Building located at 2570 Beverly Drive The service hallway (Two Thousand Two Hundred Ninety-Four and 90/100's (2,294 9) square feet) and loading dock (One Thousand Five Hundred Ninety-Seven (1,597) square feet) adjacent to Units 100, 102, 106 108, 110, 112, 114, 116, 118, 120, 132, 134, 136, 138, 140, 142, and 144 in the Building at 2570 Beverly Drive shall be for the sole benefit of these specified Units ("loading dock and service hallway limited common area"), subject to the reasonable rules and regulations adopted by the Board of Managers No equipment, goods, merchandise, or vehicles shall be stored or maintained in the service hallway Units 100, 102, 106 108, 110, 112, 114, 116, 118, 120, 132, 134, 136, 138, 140, 142, and 144, collectively, shall be responsible for the cost of repair, maintenance, rehabilitation, casualty/ fire insurance and real estate taxes of the loading dock and service hallway ("loading dock and service hallway limited common area expenses") An individual Unit Owner's share of the loading dock and service hallway limited common area expenses shall be a percentage of such expenses, which percentage shall be determined by dividing the gross square footage of the Unit by the cumulative gross square footage of Units 100, 102, 106 108, 110, 112, 114, 116, 118, 120, 132, 134, 136, 138, 140, 142, and 144 The following percentages shall apply to the loading dock and service hallway limited common area

Unit 100	8 30%
Unit 102	4 87%
Unit 106	5 62%
Unit 108	5 62%
Unit 110	5 62%
Unit 112	5 62%

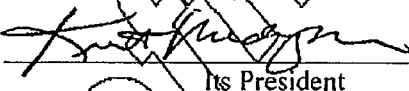
Unit 114	6.07%
Unit 116	6.07%
Unit 118	6.07%
Unit 120	6.07%
Unit 132	5.63%
Unit 134	5.63%
Unit 136	5.63%
Unit 138	5.63%
Unit 140	6.75%
Unit 142	5.40%
Unit 144	5.40%

2 Except as expressly set forth herein, the Declaration, as heretofore restated, shall remain in full force and effect in accordance with its terms

IN WITNESS WHEREOF, the Aurora Corporate Center for Commerce Condominiums Association No. II, by and through its duly elected officers, has caused its name to be signed to these presents as of the day and year written above

AURORA CORPORATE CENTER FOR COMMERCE
CONDOMINIUMS ASSOCIATION NO. II

BY


Its President

STATE OF ILLINOIS)

COUNTY OF KANE)

I, , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~Kurt Niebauer~~ who is personally known to me to be the President of Aurora Corporate Center for Commerce Condominiums, No. II appeared before me this day in person and 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 17th day of January, 2013

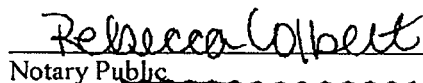

Notary Public



EXHIBIT A

LEGAL DESCRIPTION

UNITS 100 THROUGH 144 AND 1 THROUGH 37, IN AURORA CORPORATE CENTER FOR COMMERCE CONDOMINIUMS PHASE III, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND LOTS 6C AND 6D IN THE RESUBDIVISION OF LOTS 6B OF THE AURORA CORPORATE CENTER, IN THE CITY OF AURORA, IN KANE COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 26, 2005 AS DOCUMENT NUMBER 2005K010812, AS AMENDED BY DOCUMENTS 2005K107586, 2006K066313, 2007K003514, 2010K0002825 AND FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS

Addresses 1585 Beverly Court and 2570 Beverly Drive, Aurora, Illinois

THIS INSTRUMENT WAS PREPARED BY:
Charles A. Radovich
Radovich & Radovich
312 W. State Street, P.O. Box 464
Geneva, Illinois 60134

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE
AURORA CORPORATE CENTER FOR COMMERCE CONDOMINIUMS, PHASE III**

THIS FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE AURORA CORPORATE CENTER FOR COMMERCE CONDOMINIUMS, PHASE II, is made and entered into this 6th day of January, 2010 by Aurora Corporate Center Development Co., an Illinois corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of Condominium, in the Office of the Kane County Recorder, Kane County, Illinois on January 26, 2005 as Document No. 2005K010812 (the "Declaration") pursuant to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, subsequent to the recording of the Declaration, a First Amendment to the Declaration, which restated the Declaration, was recorded on September 12, 2005 as Document No. 2005K107586 (the "First Restated Declaration"), also with the Office of the Kane County Recorder; and a Second Amendment to the Declaration, which restated the restated First Restated Declaration, was recorded on June 20, 2006 as Document No. 2006K066313; and

WHEREAS, the Declarant reserved in the Declaration and in each Restated Declaration the right to annex and add all or any portion of the Add-On Property (as defined in the Declaration) to the Property (as defined in the Declaration);

WHEREAS, a Third Amendment to the Declaration, which restated the Declaration, was recorded as document number 2007K003514 with the Office of the Kane County Recorder adding to the Property, and submitting to the provisions of the Act and the Declaration, twenty-three (23) additional units (the "Second Additional Units") to the Property, described on Exhibit "A" attached hereto, which Second Additional Units is a portion of said Add-On Property.

WHEREAS, the Declarant has caused an Illinois registered land surveyor to certify the size of the Buildings (the condominium buildings commonly known as 1585 Beverly Court and 2570 Beverly Drive) and the size (square footage) and dimensions of each Unit within the Buildings; and

WHEREAS, the Declarant has established, with the concurrence of the Aurora Corporate Center for Commerce Condominium Association No. 2, the final number of vehicular parking spaces for the Property to be allocated to each Unit within the Buildings (exclusive of handicapped spaces) to each Unit; and

WHEREAS, as a result of the certification of Unit sizes, the percentage of ownership interest in the common elements of each Unit Owner has been recalculated and the number of parking spaces licensed to each Unit has been allocated, all as set forth in restated Declaration attached hereto.

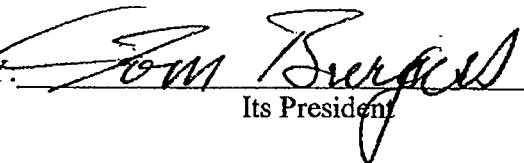
NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. The Declaration is hereby amended by restating said Declaration, including all exhibits and attachments thereto, as set forth at Exhibit "B" which is appended hereto.
2. Exhibit "B" of the Declaration, the Plat of Condominium, is hereby amended by in the form appended as Exhibit "B" of the Declaration and entitled "Aurora Corporate Center for Commerce Condominiums Phase III."
3. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

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

DECLARANT:

AURORA CORPORATE DEVELOPMENT CO.

BY: _____
Its President

STATE OF ILLINOIS)
)
COUNTY OF KANE)

I, Kimberly A. Hoadley, 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 Aurora Corporate Center Development Co. appeared before me this day in person and 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 6th day of January, 2010.



Kimberly A. Hoadley
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

UNITS 100 THROUGH 144 AND 1 THROUGH 37, IN AURORA CORPORATE CENTER FOR COMMERCE CONDOMINIUMS PHASE III, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 6C AND 6D IN THE RESUBDIVISION OF LOTS 6B OF THE AURORA CORPORATE CENTER, IN THE CITY OF AURORA, IN KANE COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 26, 2005 AS DOCUMENT NUMBER 2005K010812, AS AMENDED BY DOCUMENTS 2005K107586, 2006K066313, 2007K003514 AND FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS.

Addresses: 1585 Beverly Court and 2570 Beverly Drive, Aurora, Illinois

FOURTH RESTATED CONDOMINIUM DECLARATION
FOR LOT 6C, AURORA CORPORATE CENTER

AURORA CORPORATE CENTER FOR COMMERCE CONDOMINIUMS, PHASE III
CITY OF AURORA, KANE COUNTY, ILLINOIS

DECLARATION MADE ON THIS 14th DAY OF OCTOBER, 2009 pursuant to the Illinois Condominium Property Act, by Aurora Corporate Center Development Co., 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, 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 **AURORA CORPORATE CENTER FOR COMMERCE CONDOMINIUMS, PHASE III.**

3. **Location.** The condominiums are located at 1585 Beverly Court and 2570 Beverly Drive, in the City of Aurora, County of Kane, State of Illinois.

4. **Description of land.** The land on which the building and improvements constituting the property are to be located, as legally described at "Exhibit A" and incorporated by reference, consists of Lots 6C and Lot 6D of Aurora Corporate Center in the City of Aurora, Kane County, Illinois.

5. **Description of buildings.** The buildings constructed on the land, depicted on the survey attached as Exhibit "B", are constructed principally of pre-engineered precast concrete panels with steel joist and deck roof, and consists of a single floor, comprising a total building

area of approximately One Hundred Fifty-Four Thousand Four Hundred Seventy-Two (154,472) square feet (exterior dimensions), divided into Sixty (60) industrial condominium units. Exclusive of entry and exit ramps, there shall be marked parking facilities for approximately Three Hundred Three Seventy-Five (375) vehicles, in addition to common elements for paved and landscaped areas.

6. Units. As depicted on the plat of the survey attached at Exhibit B, there will be Thirty-Seven (37) Units, consecutively numbered (one to thirty-seven) on Lot 6C, and Twenty-Three (23) units, which will be even numbered, consecutively, (from one hundred to one hundred thirty) on Lot 6D. Lots 6C and 6D are contiguous to one another. As shown on the plat referred to previously in this section, each unit will consist of the area enclosed by the interior surfaces of its perimeter walls, floors, and ceilings, and the exterior surfaces of its doorways, including the portions of the building so described and the airspace so enclosed, but not including any common elements located there. The partition wall between units shall be owned in common between the respective Unit Owners, with the division of ownership thereof set at the centerline of each partition wall. When interpreting deeds, mortgages, deeds of trust, and other instruments of any representation of any unit contained in the plats referred to above, the existing physical boundaries of the unit or any unit reconstructed in substantial accordance with the original plans of the unit will be conclusively presumed to be the boundaries regardless of any settling, rising, or lateral shifting of the building.

7. General common elements. The general common elements will consist of the following:

- a. The parcels of land described above.
- b. Vehicular parking facilities for approximately Three Hundred Seventy-Five (375) vehicles, exclusive of handicapped parking spaces.
- c. Two (2) single story industrial building, consisting of One Hundred Fifty-Four Thousand Four Hundred Seventy-Two (154,472) square feet (cumulative interior dimensions).
- d. The following facilities located on the ground floor:

Three (3) interior loading docks with adjoining concrete walkway and one (1) exterior loading dock.

- e. The following facilities located throughout the project:

(1) The foundations, columns, girders, beams, supports, exterior walls (not including portions on unit sides of such walls), walls and partitions separating units from mechanical equipment spaces and other common areas (not including portions on unit sides of such walls) and all roofs (including roof joists).

- (2) All halls (except designated limited common element service hallways), corridors, pavements, entrances and exits of the building.
- (3) Central and appurtenant installations for services such as power, telephone, light, gas, potable domestic water.
- (4) All sanitary and storm sewer pipes.
- (5) Three Hundred Seventy-Five (375) outdoor, marked vehicular parking spaces, exclusion of handicapped parking spaces.
- (6) Roof drain enclosures.
- (7) A combined utility/fire sprinkler control room [labeled Detail A upon the Plat of Condominium] located between Units 7 and 8 in the Building at 1585 Beverly Court and adjoining Unit 122 in the Building at 2570 Beverly Drive, and
- (8) The area between the exterior surface of the roof and the bottom edge of the interior roof joist. This area is reserved for the installation of necessary electrical conduit, telecommunication conduits, fire alarm wiring and equipment, stormwater drain pipes from the roof and fire suppression piping and sprinkler heads. No additional equipment or materials shall be installed in this area without the express written consent of the Developer or its assigns. No Unit Owner shall suspend any equipment, wires, hoists, chains or any other materials from the roof joists or roof without the express consent of the Developer.
- (9) 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 Condominium Act* as that Act may be amended.

8. 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 premises shall be Limited Common Elements:

Emergency fire stairways, if constructed, to and from second story areas [labeled Detail C upon the Plat of Condominium]. The emergency fire stairways shall be for the sole benefit of Units adjoining and contiguous to an emergency fire stairway. IN THE EVENT A UNIT OWNER ELECTS TO CONSTRUCT AN EMERGENCY FIRE STAIRWAY WITHIN THE AREA DESIGNATED ON THE PLAT OF CONDOMINIUM, THE ADJOINING UNIT OWNER ["ADJOINING UNIT OWNER"] SHALL REASONABLY CONSENT TO THE INSTALLATION OF THE EMERGENCY FIRE STAIRWAY IN A GOOD WORKMANLIKE

MANNER AND IN ACCORDANCE WITH THE APPLICABLE BUILDING CODES OF THE CITY OF AURORA. IN THE FURTHER EVENT THAT THE ADJOINING UNIT OWNER ELECTS TO USE THE EMERGENCY FIRE STAIRWAY TO AND FROM A SECOND STORY AREA IN THE UNIT, THE ADJOINING UNIT OWNER SHALL REIMBURSE THE UNIT OWNER WHO CONSTRUCTED THE EMERGENCY FIRE STAIRWAY ONE-HALF (1/2) OF THE COST OF CONSTRUCTION.

BUILDING AT 1585 BEVERLY COURT:

a. (1) Freight hallway for Units 9 through 14. The freight hallway (One Thousand Four Hundred Thirty-one (1431) square feet) adjacent to Units 9 through 14 shall be for the sole benefit of Units 9 through 14 ("freight hallway limited common element"), subject to the reasonable rules and regulations adopted by the Board of Managers. No equipment, goods, merchandise, or vehicles shall be stored or maintained in the freight hallway. The Unit Owners for Units 9 through 14, collectively, shall be responsible for the cost of repair, maintenance, rehabilitation, casualty/fire insurance and real estate taxes of the freight hallway ("freight hallway limited common element expenses"). An individual Unit Owner's share of the freight hallway limited common area expenses shall be a percentage of such expenses, which percentage shall be determined by dividing the gross square footage of the Unit by the cumulative gross square footage of Units 9 through 14. The following percentages shall apply to the freight hallway limited common element:

Unit 9	14 %
Unit 10	14 %
Unit 11	14 %
Unit 12	19 %
Unit 13	19 %
Unit 14	18 %

b. (2) Service Hallway with Loading Dock for Units 20 through 28 and 30 through 37. The service hallway (Two Thousand Two Hundred Twenty-two (2,220) square feet) and loading dock (Two Thousand Eighteen (2,018) square feet) adjacent to Units 20 through 28 and Units 30 through 37 shall be for the sole benefit of Units 20 through 28 and Units 30 through 37 ("loading dock and service hallway limited common element"), subject to the reasonable rules and regulations adopted by the Board of Managers. No equipment, goods, merchandise, or vehicles shall be stored or maintained in the service hallway. Units 20 through 28 and Units 30 through 37, collectively, shall be responsible for the cost of repair, maintenance, rehabilitation, casualty/ fire insurance and real estate taxes of the loading dock and service hallway ("loading dock and service hallway limited common area expenses"). An individual Unit Owner's share of the loading dock and service hallway limited common element expenses shall be a percentage of such expenses, which percentage shall be determined by dividing the gross square footage of the Unit by the cumulative gross square footage of Units 20 through 28 and Units 30 through 37. The following percentages shall apply to the loading dock and service hallway limited common

element:

Unit 20	5.826%
Unit 21	5.826%
Unit 22	5.826%
Unit 23	5.826%
Unit 24	5.826%
Unit 25	5.826%
Unit 26	5.826%
Unit 27	5.826%
Unit 28	5.826%
Unit 30	5.766%
Unit 31	5.848%
Unit 32	5.848%
Unit 33	5.974%
Unit 34	5.977%
Unit 35	5.848%
Unit 36	5.848%
Unit 37	6.448%

BUILDING AT 2570 BEVERLY DRIVE:

a. (1) Loading Dock for Units , 126 and 130 at 2570 Beverly Drive. The Loading Dock (One Thousand Five Hundred Sixty-Six (1,566) square feet) adjacent to Units 126 and 130 shall be for the sole benefit of these specified Units ("Loading Dock Limited Common Elements for Building at 2570 Beverly Drive"), subject to the reasonable rules and regulations adopted by the Board of Managers. No equipment, goods, merchandise, or vehicles shall be stored or maintained in the freight hallway. The Unit Owners for Units 126 and 130, collectively, shall be responsible for the cost of repair, maintenance, rehabilitation, casualty/fire insurance and real estate taxes of the freight hallway ("Loading Dock limited common area expenses for Building at 2570 Beverly Drive"). An individual Unit Owner's share of the freight hallway limited common area expenses shall be a percentage of such expenses, which percentage shall be determined by dividing the gross square footage of the Unit by the cumulative gross square footage of Units 126 and 130. The following percentages shall apply to the freight hallway limited common area:

Unit 126	31 %
Unit 130	69 %

b. (2) Service Hallway with Loading Dock for Units 100, 102, 106 108, 110, 112, 114, 116, 118, 120, 134, 136, 138, 140, 142, and 144 at the Building located at 2570 Beverly Drive. The service hallway (Two Thousand Two Hundred Ninety-Four and 90/100's (2,294.9) square feet) and loading dock (One Thousand Five Hundred Ninety-Seven (1,597) square feet) adjacent to Units 100, 102, 106 108, 110, 112, 114, 116, 118, 120, 134, 136, 138, 140, 142, and

144 in the Building at 2570 Beverly Drive shall be for the sole benefit of these specified Units ("loading dock and service hallway limited common area"), subject to the reasonable rules and regulations adopted by the Board of Managers. No equipment, goods, merchandise, or vehicles shall be stored or maintained in the service hallway. Units **100, 102, 106 108, 110, 112, 114, 116, 118, 120, 134, 136, 138, 140, 142, and 144**, collectively, shall be responsible for the cost of repair, maintenance, rehabilitation, casualty/ fire insurance and real estate taxes of the loading dock and service hallway ("loading dock and service hallway limited common area expenses"). An individual Unit Owner's share of the loading dock and service hallway limited common area expenses shall be a percentage of such expenses, which percentage shall be determined by dividing the gross square footage of the Unit by the cumulative gross square footage of Units **100, 102, 106 108, 110, 112, 114, 116, 118, 120, 134, 136, 138, 140, 142, and 144**. The following percentages shall apply to the loading dock and service hallway limited common area:

Unit 100	8.7964%
Unit 102	5.16441%
Unit 106	5.9585%
Unit 108	5.9585%
Unit 110	5.9585%
Unit 112	5.9585%
Unit 114	6.4352%
Unit 116	6.4352%
Unit 118	6.4352%
Unit 120	6.4352%
Unit 134	5.9585%
Unit 136	5.9585%
Unit 138	5.9585%
Unit 140	7.1502%
Unit 142	5.7202%
Unit 144	5.7202%

9. Ownership of general common elements. Each owner of a unit will own in fee simple absolute a proportionate, undivided interest in the common elements listed in Section 7 equal to the proportion that the size and value of the unit bears to the total size of all units, as follows:

Building at 1585 Beverly Court:

<u>Unit</u>	<u>Mailing Address**</u>	<u>Size of Unit</u>	<u>Size of All Units</u>	<u>Percentage</u>
No.1	Unit 101 1585 Beverly Ct.	3,600 square feet	154,472 square feet	2.3300%
No.2	Unit 102 1585 Beverly Ct.	3,604 square feet	154,472 square feet	2.33%
No.3	Unit 103 1585 Beverly Ct.	3,600 square feet	154,472 square feet	2. 33%
No.4	Unit 104 1585 Beverly Ct.	3,600 square feet	154,472 square feet	2. 33%
No.5	Unit 105 1585 Beverly Ct.	3,600 square feet	154,472 square feet	2. 33%
No.6	Unit 106 1585 Beverly Ct.	3,600 square feet	154,472 square feet	2. 33%

No.7	Unit 107 1585 Beverly Ct.	4,105 square feet	154,472 square feet	2.66%
No.8	Unit 108 1585 Beverly Ct.	3,466 square feet	154,472 square feet	2.24%
No.9	Unit 109 1585 Beverly Ct.	2,000 square feet*	154,472 square feet	1.29%
No.10	Unit 110 1585 Beverly Ct.	2,000 square feet*	154,472 square feet	1.29%
No.11	Unit 111 1585 Beverly Ct.	2,000 square feet*	154,472 square feet	1.29%
No.12	Unit 112 1585 Beverly Ct.	2,779 square feet*	154,472 square feet	1.86%
No.13	Unit 113 1585 Beverly Ct.	2,835 square feet*	154,472 square feet	1.84%
No.14	Unit 114 1585 Beverly Ct.	2,616 square feet*	154,472 square feet	1.69%
No. 15	Unit 115 1585 Beverly Ct.	2,323 square feet	154,472 square feet	1.50%
No.16	Unit 116 1585 Beverly Ct.	3,663 square feet	154,472 square feet	2.037%
No.17	Unit 117 1585 Beverly Ct.	3,600 square feet	154,472 square feet	2.33%
No.18	Unit 118 1585 Beverly Ct.	3,600 square feet	154,472 square feet	2.33%
No.19	Unit 119 1585 Beverly Ct.	3,600 square feet	154,472 square feet	2.33%
No.20	Unit 120 1585 Beverly Ct.	2,049 square feet*	154,472 square feet	1.33%
No.21	Unit 121 1585 Beverly Ct.	2,049 square feet*	154,472 square feet	1.33%
No.22	Unit 122 1585 Beverly Ct.	2,049 square feet*	154,472 square feet	1.33%
No.23	Unit 123 1585 Beverly Ct.	2,049 square feet*	154,472 square feet	1.33%
No.24	Unit 124 1585 Beverly Ct.	1,924 square feet*	154,472 square feet	1.25%
No.25	Unit 125 1585 Beverly Ct.	2,073 square feet*	154,472 square feet	1.34%
No.26	Unit 126 1585 Beverly Ct.	2,073 square feet*	154,472 square feet	1.34%
No.27	Unit 127 1585 Beverly Ct.	2,073 square feet*	154,472 square feet	1.34%
No.28	Unit 128 1585 Beverly Ct.	2,073 square feet*	154,472 square feet	1.34%
No.29	Unit 129 1585 Beverly Ct.	1,839 square feet*	154,472 square feet	1.19%
No.30	Unit 130 1585 Beverly Ct.	2,055 square feet*	154,472 square feet	1.33%
No.31	Unit 131 1585 Beverly Ct.	2,083 square feet*	154,472 square feet	1.35%
No.32	Unit 132 1585 Beverly Ct.	2,083 square feet*	154,472 square feet	1.35%
No.33	Unit 133 1585 Beverly Ct.	2,128 square feet*	154,472 square feet	1.37%
No.34	Unit 134 1585 Beverly Ct.	2,104 square feet*	154,472 square feet	1.36%
No.35	Unit 135 1585 Beverly Ct.	2,058 square feet*	154,472 square feet	1.33%
No.36	Unit 136 1585 Beverly Ct.	2,058 square feet*	154,472 square feet	1.33%
No.37	Unit 137 1585 Beverly Ct.	2,271 square feet*	154,472 square feet	1.47%

*includes limited common area

**Aurora, Illinois 60505

Building at 2570 Beverly Drive:

<u>Unit</u>	<u>Mailing Address</u>	<u>Size of Unit</u>	<u>Size of All Units</u>	<u>Percentage</u>
No.100	Unit 100 2570 Beverly Drive	2,553 square feet*	154,472 square feet	1.66%
No.102	Unit 102 2570 Beverly Drive	1,499 square feet*	154,472 square feet	0.97%

No.104	Unit 104 2570 Beverly Drive	1,300 square feet	154,472 square feet	0.84%
No.106	Unit 106 2570 Beverly Drive	1,729 square feet*	154,472 square feet	1.12%
No.108	Unit 108 2570 Beverly Drive	1,729 square feet*	154,472 square feet	1.12%
No.110	Unit 110 2570 Beverly Drive	1,729 square feet*	154,472 square feet	1.12%
No.112	Unit 112 2570 Beverly Drive	1,729 square feet*	154,472 square feet	1.12%
No.114	Unit 114 2570 Beverly Drive	1,868 square feet*	154,472 square feet	1.21%
No.116	Unit 116 2570 Beverly Drive	1,868 square feet*	154,472 square feet	1.21%
No.118	Unit 118 2570 Beverly Drive	1,868 square feet*	154,472 square feet	1.21%
No.120	Unit 120 2570 Beverly Drive	1,868 square feet*	154,472 square feet	1.21%
No.122	Unit 122 2570 Beverly Drive	2,826 square feet	154,472 square feet	1.83%
No.124	Unit 124 2570 Beverly Drive	6,394 square feet*	154,472 square feet	3.8%***
No.126	Unit 126 2570 Beverly Drive	3,924 square feet*	154,472 square feet	2.65%
No. 128	Unit 128 2570 Beverly Drive	3,240 square feet	154,472 square feet	2.12%
No.130	Unit 130 2570 Beverly Drive	9,657 square feet*	154,472 square feet	5.84%
No.132	Unit 132 2570 Beverly Drive	1,729 square feet*	154,472 square feet	1.99%***
No.134	Unit 134 2570 Beverly Drive	1,729 square feet*	154,472 square feet	1.12%
No.136	Unit 136 2570 Beverly Drive	1,729 square feet*	154,472 square feet	1.12%
No.138	Unit 138 2570 Beverly Drive	1,729 square feet*	154,472 square feet	1.12%
No.140	Unit 140 2570 Beverly Drive	2,075 square feet*	154,472 square feet	1.35%
No.142	Unit 142 2570 Beverly Drive	1,660 square feet*	154,472 square feet	1.08%
No.144	Unit 144 2570 Beverly Drive	1,660 square feet*	154,472 square feet	1.08%

*includes limited common area

**Aurora, Illinois 60504

***Units 124 & 132 are joined without a demising wall

10. Ownership of limited common elements. Each owner of a unit will own in fee simple absolute a proportionate undivided interest in the limited common elements listed in Section 8, as described on the Plat of Condominium.

11. Proportionate representation; participation in common profits and expenses; defined. Each Unit Owner will share in the common profits and expenses, as defined, and in the total voting power of the association of owners, in accordance with the Unit Owner's interest in the 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.

12. 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 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 in the common elements before the filing of the instrument. On the filing 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 common elements encroaches on any unit, or if any unit encroaches on any other unit, or any portion of the 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 common elements on any unit, or of any unit on any other unit or on any portion of the 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 exit.

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 any of the other units and serving his or her unit, and each unit will be subject to an easement in favor of owners of all other units. Subject to reasonable regulation as may be provided in the bylaws, the Board of Managers will have a right of access to each unit to inspect it, and to maintain, repair, or replace all common elements located within it.

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 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 AURORA CORPORATE CENTER FOR COMMERCE CONDOMINIUM ASSOCIATION NUMBER 2 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 AURORA CORPORATE CENTER FOR COMMERCE CONDOMINIUM ASSOCIATION NUMBER 2, 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 these provisions, decisions, or resolutions 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 common elements, or by abandonment of his or her unit.

Each Unit Owner shall have a license to use for itself, its employees and guests, but solely for its business purposes, a designated number of outdoor, vehicular parking spaces. There are Three Hundred Three Seventy-Five (375) marked vehicular parking spaces ("parking spaces"), plus Fourteen (14) spaces are permanently reserved for handicapped parking ("handicapped parking spaces").

Parking spaces shall be allocated to the Units for the purpose of the license herein granted, as follows:

Building located at 1585 Beverly Court:

<u>Unit Number</u>	<u>Number of Spaces</u>
--------------------	-------------------------

1	9
---	---

2	9
3	9
4	9
5	9
6	9
7	10
8	8
9	5
10	5
11	5
12	7
13	7
14	6
15	5
16	9
17	9
18	9
19	9
20	5
21	5
22	5
23	5
24	5
25	5
26	5
27	5
28	5
29	4
30	5
31	5
32	5
33	5
34	5
35	5

36	5
37	5

Building located at 2570 Beverly Drive:

<u>Unit Number</u>	<u>Number of Spaces</u>
100	6
102	3
104	3
106	4
108	4
110	4
112	4
114	5
116	5
118	5
120	5
122	7
124	14
126	10
128	8
130	22
132	4
134	4
136	4
138	4
140	5
142	4
144	4

The Association shall promulgate rules and regulations regarding (a) the locations of, and (b) the size and location of parking signs for the Three Hundred Seventy-Five (375) (designated parking spaces.

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

m. Aurora Corporate Center for Commerce Condominiums shall have a Master Key system. The Board shall be responsible for establishing and maintaining the key system, including, without limitation, the initial installation of locks on the Units and the changing or replacement of locks on the Units. Changing or replacement of locks shall be at the Unit Owner's expense, unless the necessity therefore shall be caused by action of the Board. No Unit Owner shall change the locks on his Unit. Each Unit Owner shall provide the Board with all security codes for all alarm systems relating to entry to his Unit.

n. 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 a single business identification sign located upon the exterior of the building adjacent to and above the office entrance within the top panel reveal of the Unit Owner's office. A business identification sign shall meet the following specifications and conditions:

Sign Area: The maximum area of a sign shall not exceed Fourteen (14) square feet.

Sign Dimensions: No sign shall exceed four (4') feet in height.

Sign Lettering Type: Channel letters or vacuum formed letters.

Sign Illumination: If a sign is illuminated, the sign letters shall be neon lighting.

Sign Mounting: Flush-type (wall mounted) only. No freestanding or overhanging signs are permitted.

Sign Location: Signs may be installed at the following locations on the exterior face(s) of the Building: On the "front" elevation as determined by the main entry door to the Unit

Prior to installation of any exterior business identification sign, the Unit Owner shall first obtain the written approval of the Board of Managers of the Association regarding compliance with the specifications set forth above and the location of the sign(s), which approval shall not be unreasonably withheld.

o. Each Unit Owner shall be responsible for maintaining a minimum temperature of Fifty (50) degrees Fahrenheit ("minimum temperature") in his/her/its Unit in order to prevent the water supply pipes to the fire sprinkler system from freezing. In the event the Association has reasonable cause to believe that the heating system in a Unit has been intentionally disengaged or the gas supply to the Unit has been turned off, the Association may take such actions, including entry into the subject Unit, to restore the minimum temperature in the Unit.

13. 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 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.

14. 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.

15. Rental of units. Unit Owners shall have the right to lease their units, provided that any lease is made subject to (a) the written approval of the Declarant, which approval shall not be unreasonably denied or delayed and (b) the covenants and restrictions contained in this Declaration; the Bylaws; the Rules and Regulations of the Association as may be amended; and such applicable ordinances of the City of Aurora. The approval of the Declarant shall be required only in the event the Declarant owns two (2) or more Units.

16. Destruction of or damage to property; effect. In the event of any damage to or destruction of: (1) any improvements on the condominium property or any part of it, or (2) any common element or elements or any part of it or them, required by this declaration, the bylaws, or by law to be insured by the Association, the improvements or 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. However, if: (1) the proceeds of the insurance are inadequate to cover estimated costs of repair and restoration, and (2) the damage constitutes substantially total destruction of the condominium property or of one or more buildings comprising the condominium property, and (3) the Unit Owners and other parties in interest fail to reconstruct within 90 days from the date of damage or destruction, the Association

may proceed to dispose of the property as provided by law, and as stated in greater detail in the bylaws.

17. Eminent domain. If all or any part of the 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 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.

18. 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.

19. 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 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 common elements of the condominium (but excluding additions, alterations, improvements and betterments of the Units) shall be subject to the following conditions:

- a. Such insurance shall be "bare wall" insurance with respect to the Units; and
- b. The common elements shall be insured for an amount not less than one hundred Percent (100%) of its full insurable replacement cost on a blanket basis; and
- c. 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

d. 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.

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. Directors 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 16 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 One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$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.

20. 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, provided, however, the Developer shall not be obligated to pay any capital reserve for any Unit which has not been sold or leased to a third party. 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.

21. Unit Owners' Association. The administration and management of the condominium will be vested in an Association, to be known as **AURORA CORPORATE CENTER FOR COMMERCE CONDOMINIUM ASSOCIATION NUMBER 2**. 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."

22. 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.

23. 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.

24. 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.

25. 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 6 or more units. No amendment will be effective until recorded in the office of the county recording officer of Kane County, Illinois.

26. 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.

27. 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.

28. 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.

The Grantor has executed this Declaration on this 4th day of Oct ~~March~~ 2009.

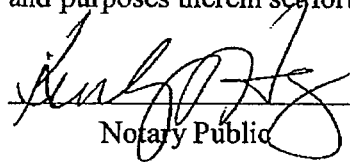
AURORA CORPORATE CENTER DEVELOPMENT CO.

By: Thomas E. Burgess
Thomas E. Burgess, President

Attest:
By: Thomas E. Burgess
Thomas E. Burgess, Secretary

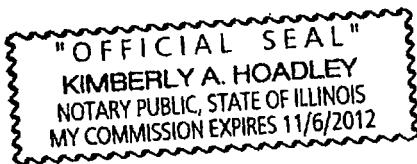
State of Illinois)
) ss
County of Kane)

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 Aurora Corporate Center Development Co., 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.



Notary Public

Date: October 14, 2009



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 15th day of October, 2009.

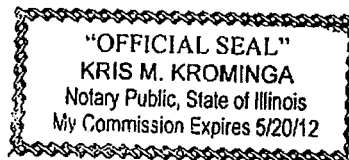
By: [Signature]
Fred Shaw, President

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.

[Signature]
Notary Public

Date: 10-15-09



Flat Land, LLC, as mortgagee of the Property, hereby consents to the submission of the Property under the Illinois Condominium Property Act on this 20th day of October 2009.

By: John Burgess
John Burgess, Managing Member

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.

Kimberly A. Hoadley
Notary Public

Date: 10/26/2009

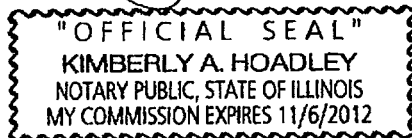


Exhibit "A"

LEGAL DESCRIPTION

UNITS 100 THROUGH 144 AND 1 THROUGH 37, IN AURORA CORPORATE CENTER FOR COMMERCE CONDOMINIUMS PHASE III, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 6C AND 6D IN THE RESUBDIVISION OF LOTS 6B OF THE AURORA CORPORATE CENTER, IN THE CITY OF AURORA, IN KANE COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 26, 2005 AS DOCUMENT NUMBER 2005K010812, AS AMENDED BY DOCUMENTS 2005K107586, 2006K066313, 2007K003514 AND FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS.

Addresses: 1585 Beverly Court and 2570 Beverly Drive, Aurora, Illinois

Exhibit "B"
PLAT

See the following Plats attached hereto, all of which constitute Exhibit "B":

1. Plat of 1585/2570 Beverly Drive Building dated October 19, 2006 and revised December 30, 2009.
2. Plat of 1585 Beverly Court Building.
3. Plat of 2570 Beverly Drive Building.