



AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
PURSUANT TO THE CONDOMINIUM PROPERTY ACT
FOR
1101 WEST LAKE STREET CONDOMINIUM

1/4
8324162 DL MS

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR 1101 WEST LAKE STREET CONDOMINIUM (this "Declaration") is made and entered into this 27th day of JANUARY, 2006, by and among 1101 WEST LAKE, LLC, an Illinois limited liability company and owner of Unit 1 under the Declaration of Condominium recorded as Document No. 0401644052, and as amended as Document No. 051459084 (hereinafter "Declarant"), 1101 WEST LAKE STREET CONDOMINIUM ASSOCIATION, an Illinois not for profit corporation ("Association"), 1101 WEST LAKE 5TH FLOOR, LLC, an Illinois limited liability company ("Unit 5A & 5E Owner"), LAKE & ABERDEEN, LLC, an Illinois limited liability company ("Unit 2&4 Owner"), MARTIN D. CANNIFF ("Unit 5D Owner"), JAMES HANLON ("Unit 5 B/C Owner"), and 1101 WEST LAKE STREET 3RD FLOOR, LLC, an Illinois limited liability company ("Unit 3 Owner"), (Declarant, Unit 5A & 5E Owner, Unit 2&4 Owner, Unit 5D Owner, Unit 5 B/C Owner and Unit 3 Owner are collectively referred to as "Owners").

WITNESSETH THAT:

WHEREAS, the Declarant heretofore entered into that certain Declaration of Condominium for 1101 West Lake Street dated as of December 30, 2003 and recorded on January 16, 2004 as document number 0401644052 with the Cook County Recorder;

WHEREAS, the Declarant, the Association and the Unit 5 Owner entered into a First Amendment to Declaration of Condominium dated as of August 3, 2004 and recorded on May 25, 2005, as document number 0514519084 with the Cook County Recorder;

WHEREAS, the Declarant, the Association and the Owners wish to amend and restate the Declaration for the real estate commonly known as 1101 West Lake Street, Chicago, Illinois and more accurately described in Exhibit A attached hereto, and incorporated herein (the "Parcel"); and

WHEREAS, the Declarant, the Association and the Owners do hereby submit the Parcel together with the building, structures, improvements, and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in anywise pertaining thereto and any and all easements appurtenant thereto and any and all easements appurtenant thereto, to the provisions of the Illinois Condominium Property Act, as amended from time to time (the "Act"); and

2006
[Signature]

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WHEREAS, the Declarant, the Association and the Owners desire to establish, in accordance with this Declaration, certain rights and easements in, over and upon the Property (as defined herein) for the benefit of itself and all future owners of any part of the Property, and any Unit(s) (as defined herein) thereof or therein contained and to provide for the harmonious, beneficial and proper use and conduct of the Property and all Units; and

WHEREAS, the Declarant, the Association and the Owners desire and intend that the several Unit Owners (as defined herein), mortgagees, Occupants, and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth herein, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property; and

WHEREAS, the name of the condominium shall be "1101 West Lake Street Condominium" or such other name as may be subsequently adopted pursuant to the Act by the Board (as defined herein).

NOW, THEREFORE, the Declarant, the Association and the Owners DECLARE as follows:

ARTICLE I

DEFINITIONS

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

- (a) **Association:** The 1101 W. Lake Street Condominium Association, an Illinois not-for-profit corporation, and its successors and/or assigns. The Association shall be comprised of all of the Unit Owners. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit C.
- (b) **Board:** The Board of Directors of the Association.
- (c) **By-Laws:** The By-Laws of the Association, which are attached hereto as Exhibit E.
- (d) **Common Elements:** Those certain elements of the Property which are described in Article III, Section 1.
- (e) **Common Expenses:** The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board. Such Common Expenses shall consist of the expenses of the administration and operation of the Common Elements, the cost of snow removal from and landscaping of the Common Elements (if applicable), the costs of scavenger service, the cost of any insurance coverages to be maintained by the Association, and the costs and any other expenses incurred in conformance with the Act, this Declaration, and the By-Laws, including, but

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not limited to, the maintenance and repair of the Common Elements and any and all replacements and additions thereto.

(f) **Condominium Instruments:** All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, this Declaration, the By-Laws and the Plat.

(g) **Condominium Parcel:** The lot or lots, tract or tracts of land, legally described in the recitals to this Declaration.

(h) **First Floor Property:** The parcel of real property legally described on Exhibit "B" attached hereto and made a part hereof, which includes the first floor at the building commonly known as 1101 West Lake, Chicago, Illinois, excluding portions of such floor which are contained in the Condominium Parcel.

(i) **Limited Common Elements:** Those certain elements of the Property which are described in Article III, Section 3.

(j) **Maintenance Fund:** All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.

(k) **Majority or Majority of Unit Owners:** The Unit Owners having a collective Percentage Interest of greater than 50 percent (50%).

(l) **Occupant:** A Person or Persons, other than a Unit Owner, in possession of one or more Units.

(m) **Operating Agreement:** That certain Declaration of Covenants, Conditions, Restrictions and Easements dated as of January 27, 2006 and recorded with the Recorder of Deeds of Cook County, Illinois as Document No. _____. The Operating Agreement sets forth certain rights, duties and obligations between the Unit Owners and Occupants of the Property and the owners and occupants of the First Floor Property, including the allocation of certain expenses which relate to the Total Parcel as a whole. The Operating Agreement provides that such expenses shall be allocated and paid in accordance with the respective proportionate shares of ownership of the Total Parcel, to wit: eighteen and eight tenths percent (18.8%) to the First Floor Property and eighty one and two tenths percent (81.2%) to the Condominium Parcel.

(n) **Parking Area:** The area provided for parking automobiles as shown or referred to on the Plat, if any.

(o) **Parking Space:** A portion of the Parking Area intended for the parking of a single automobile, if any.

(p) **Percentage Interest.** That interest assigned to each Unit as set forth in Exhibit D, attached hereto and incorporated herein by reference.

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(q) **Person:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(r) **Plat:** A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of a three-dimensional horizontal and vertical delineation of all such Units and such other data as may be required by the Act. The Plat is attached hereto as Exhibit B.

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

(t) **Reserves:** Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

(u) **Unit:** Those certain elements of the Property which are described in Article II, Section 1.

(v) **Unit Owner:** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.

ARTICLE II

UNITS

1. **Description.** Those certain twelve (12) portions of the Property which are legally described on Exhibit F, attached hereto and incorporated herein by reference. It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a Unit in the delineation thereof in Exhibit F. The legal description of each Unit shall consist of the identifying number or symbol of such Unit followed by the legal description of the Property, as shown on Exhibit F.

2. **Certain Structures Not Constituting Part of a Unit.** No structural components of any buildings located on the Property, and no pipes, wires, conduits, public utility lines (to the outlets), ducts, flues, and shafts situated within a Unit or running through a Unit and forming part of any system serving one or more other Units or extending into the Common Elements, or any part thereof shall be deemed part of said Unit.

ARTICLE III

COMMON ELEMENTS

1. **Description.** Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the

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generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, stairways, elevators halls, structural parts of the building, component parts of walls (excluding any windows which are defined as Limited Common Elements herein), floors and ceilings, the roofs, central heating and ventilating systems, pipes, ducts, flues, shafts, parking garages, and public utility lines.

2. **Ownership of Common Elements.** Each Unit Owner, as a tenant in common, shall own an undivided interest in the Common Elements with all the other Unit Owners of the Property, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of its Unit, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with its Unit. Such right shall extend to each Unit Owner, and the agents, employees, tenants, contractors, visitors, licensees, and invitees of each Unit Owner. Each Unit Owner's interest in the Common Elements shall be (i) equal to such Unit Owner's Percentage Interest, and (ii) shall remain constant and, unless otherwise provided in the Act or herein, may not be changed without unanimous approval of all Unit Owners.

3. **Limited Common Elements.** Except as otherwise provided in the Declaration, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use by a certain Unit(s), or which, by the terms of this Declaration or by its nature or location, is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof. All expenses relating to the Limited Common Elements shall be borne exclusively by the Unit(s) which they serve. Any and all windows located on the exterior walls which encompass a Unit shall be considered a Limited Common Element for the benefit of such Unit. Should any windows which are considered Limited Common Elements be replaced, the replacement window (installed by such Unit Owners at such Unit Owners' sole cost and expense) shall be the same design, make, brand, color, size and quality as the window which is being replaced; provided however, that should the same design, make, or brand be unavailable, such Unit Owner shall use its best efforts to ensure that the replacement window is as similar to the window being replaced as possible.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

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

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

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3. Easements.

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

(b) Utility Easements. The Declarant hereby expressly reserves the right (regardless of the ownership of the Units) to grant unto utility providers (including cable television providers, the Association and the Declarant) the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus, and other equipment relating to the supplying of utilities over any portion of the Property (including the Common Elements and any Unit which are not then owned by the Declarant) which the Declarant determines, in its reasonable discretion, to be necessary to provide adequate utility services to the Property. Should any repairs be required as a result of the installation and construction of utility cables, pipes, wires and the like (which are not paid for by the utility providers), the Association shall bear the cost and expense of any such repairs.

4. Easements and Rights to Run with Land. All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Unit Owner, purchaser, mortgagee, and other Person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such Unit as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

5. Parking Area. The Parking Area is part of the Common Elements. The Board or the Association may prescribe such rules and regulations with respect to the Parking Area as it may deem fit. The Parking Area has been divided into Parking Spaces as delineated on the Plat. The legal description of each Parking Space shall consist of the identifying symbol of such Parking Space as shown on the Plat. Whenever reference is made to any Parking Space in a legal instrument or otherwise, such Parking Space may be legally described by its identifying symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. The use of the Parking Space for or by a Unit shall be as determined by the Declarant. Unit Owners may lease any Parking Space designated for their use by the Declarant. All Parking Spaces and access to and use of the same shall be subject to such reasonable rules and regulations as may be established by the Board. The Declarant hereby expressly reserves to itself the right to designate which Unit Owners may use the Parking Spaces.

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6. **Operating Agreement Governs.** The Property is subject to and encumbered by the Operating Agreement, and by this reference the Operating Agreement is incorporated herein and made a part hereof as if fully restated herein. In the event of any conflict or inconsistency between the provisions contained in the Operating Agreement and this Declaration, the provisions of the Operating Agreement shall prevail.

ARTICLE V

COMMON EXPENSES, MORTGAGES, AND REAL ESTATE TAXES

1. **Common Expenses.** The Board, on or before the first day of January of each calendar year, shall, in its reasonable discretion, prepare and deliver to each Unit Owner a projected budget of all Common Expenses for the upcoming year. Such budget shall include amounts to be held as Reserves by the Association and shall take into account any shortages or overages between the actual Common Expenses of the prior year and those assessments collected from Unit Owners. Each Unit Owner shall (on or before the first day of each calendar month) pay its proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be equal to such Unit Owner's Percentage Interest. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof together with any interest, late charges, reasonable attorneys' fees incurred prior to or after the initiation of any court action (related to the collection of such Common Expenses) and costs of collection or the amount of any unpaid fine shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.
2. **Separate Mortgages.** Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on its respective Unit together with its respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of its Unit and its respective ownership interest in the Common Elements.
3. **Separate Real Estate Taxes.** As soon as reasonably possible following the recordation with the Cook County Recorder of Deeds of this Declaration, the Declarant shall take reasonably necessary steps to cause each Unit to be allocated its own tax parcel identification number (and thus cause each Unit to be a separately taxed parcel). At the time such tax division becomes effective, a Unit Owner shall pay the real estate taxes, special assessments, and any other special taxes or charges of any lawful taxing or assessing body which are authorized by law to be assessed against and levied upon real property applicable to such Unit Owner's Unit and such Unit Owner's percentage (based upon its Percentage Interest) of the Common Elements. Provided however, that for such tax years in which each Unit is not taxed as a separate parcel (but rather the Property is taxed as a whole), each Unit Owner shall pay its proportionate share of the overall taxes in accordance with its respective percentage of ownership interest in the Common Elements.

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ARTICLE VI

INSURANCE

1. **Fire and Hazard Insurance.** The Board shall obtain and maintain a policy or policies of insurance insuring the Common Elements and the Units against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage, vandalism, and malicious mischief endorsements for the full insurable replacement cost of the Common Elements and the Units written in the name of the Association and which policy or policies shall include a provision that the proceeds thereof shall be payable to the Association. The cost of such insurance shall be a Common Expenses.

The full insurable replacement cost of the Units shall be determined based upon the condition of the Unit when sold or transferred by the Declarant to a Unit Owner and shall specifically not include the value any betterments, additions, alterations or improvements made in or to the Unit by a Unit Owner. All such betterments, additions, alterations and improvements shall be insured by the Unit Owner, pursuant to the terms of this Declaration.

All said policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interest may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Unit Owner, (3) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least thirty (30) days' prior written notice to the mortgagee of each Unit, (4) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Declarant, the managing agent, if any, their respective employees and agents, and the Unit Owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement." The proceeds of such insurance shall be applied by the Board or by the corporate trustee or agent on behalf of the Board for the reconstruction of the Property or shall be otherwise disposed of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of the Act with respect to the application of insurance proceeds for reconstruction of the Building. The Board may engage the services of, and such insurance may be payable to a bank or trust company authorized to do, execute, and accept trusts in Illinois to act as insurance trustee, or as agent or depository as an alternative to acting as trustee, and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of the this Declaration. The fees of such bank or trust company shall be Common Expenses.

In the event of any loss in excess of ten thousand dollars (\$10,000.00), the Board shall solicit bids from reputable contractors before commencing any repair, reconstruction or replacement. Payment by an insurance company to the Board or to such corporate trustee, depository or agent of the proceeds of any policy, and the receipt of release from the Board or such corporate trustee depository or agent of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust or agency agreement under which proceeds may

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be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee, depository or agent

2. **Public Liability and Property Damage Insurance.** The Board shall acquire and maintain a 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 insuring the Board, the Association, the management agent, and their respective employees, agents, and all Persons acting as agents. Declarant, its officers, directors and employees, shall be included as additional insureds in their capacity as Unit Owners and board members, as the case may be. The Unit Owners shall be included as additional insureds, but only with respect to that portion of the Property not reserved for their exclusive use. The insurance shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above-named insured Persons. The cost of such insurance shall be a Common Expense.

3. **Workmen's Compensation and Other Insurance.** The Board shall acquire and maintain workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to insurance for the Association, its officers and management agent against liability from good faith actions allegedly beyond the scope of their authority. The cost of such insurance shall be a Common Expense.

ARTICLE VII

ADMINISTRATION AND OPERATION

1. **Administration.** The Association shall promote and encourage the desired character of the Property.

2. **Duties and Powers of the Association.** The Association is responsible for the overall administration of the Property through its duly elected Board. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the By-Laws, and this Declaration and shall specifically include but not be limited to the operation, maintenance, repair and replacement of the Common Elements, the providing of scavenger service for the Property, the obtaining and maintaining of all required insurance coverages of the Association. Notwithstanding anything contained herein, (i) the terms and provisions of the Act shall control in the event of an inconsistency between the Act, and this Declaration, the Articles of Incorporation, and the By-Laws and (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, and the Articles of Incorporation and the By-Laws.

3. **Initial Status of Association and Board.** Notwithstanding anything in this Declaration or the By-laws to the contrary, the first and each subsequent Board shall consist of, and vacancies on the Board shall be filled by, such persons as the Declarant shall from time to time appoint, until the first to occur of the following events (the "Transition Events"): (i) the

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expiration of three (3) years after the date of recording of this Declaration; (ii) the conveyance by the Declarant of seventy five percent (75%) of the Units; or (iii) the voluntary election by the Declarant, by written notice to the Association, to release its right to appoint all members of the Board.

Prior to the occurrence of a Transition Event:

- (a) The Declarant shall have the right, at any time and for any reason or no reason at all, to remove from office any member of the Board; and
- (b) Without the prior written consent of the Declarant, neither the Articles of Incorporation of the Association nor the Bylaws shall be amended, modified or changed in any way to diminish the authority of the Board;
- (c) The Declarant may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors, and continue to exercise its right to appoint the remaining members of the Board for the period hereinabove specified. All directors not appointed by the Declarant shall be elected as provided in the Bylaws; and
- (d) The Declarant shall have the right to amend this Declaration, as more clearly set for in Article XIV, Section 1(a)

4. Indemnity. The members of the Board and the officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such mistake shall have been made in bad faith or contrary to the provisions of this Declaration or applicable law. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be the total liability thereunder times any such Unit Owner's Percentage Interest. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

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

ARTICLE VIII

USE AND DIVISION OF THE UNITS

1. Use. Except as specifically set forth herein, each Unit may, subject to the terms of this Article, be used for commercial and/or residential purposes.

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2. **Use Restrictions.** Subject to compliance with all applicable governmental zoning and occupancy requirements, Unit 2 and Unit 4 shall be used solely for general office purposes and no other uses with the exception of general office use shall be permitted therein.

3. **Insurance.**

(a) **Property Coverage.** A Unit Owner shall have a duty to obtain and maintain insurance covering all betterments, additions, and improvements, as well as personal property, placed in the Unit by Unit Owner, or its agents or tenants. Such insurance shall be provided by a reputable insurer at commercially reasonable amounts and limits and shall name the Association as an additional insured. Shall a Unit Owner be unable to obtain insurance covering the betterments, additions, and improvements placed in its Unit because of the status of the Unit as a condominium, the Unit Owner shall promptly notify the Association and request that the Association cause such betterments, additions and improvements to be covered by the property insurance obtained by the Association, pursuant to Article VI. If possible, the Association shall cause its property insurance to cover such betterments, additions and improvements and such Unit Owner shall be responsible for, and shall pay in a timely fashion upon request by the Association, the cost of any such insurance.

(b) **General Liability.** Each Unit Owner (and all other Occupants) shall obtain general liability coverage from a reputable insurer at commercially reasonable amounts and limits. The Association shall be named as an additional insured on any such insurance policies.

(c) **Other Insurance.** Each Unit Owner (and all other Occupants) shall carry any and all other insurance coverages at commercially reasonable amounts and limits which are commercially reasonable given such Unit Owner's or Occupants' use of the Unit.

4. **Construction.** Prior to the commencement of any material construction work on any Unit, the Unit Owner must submit to the Association, for its reasonable approval, detailed plans depicting the work to be completed. Upon approval of such plans, the Unit Owner shall complete its construction work in a good and workmanlike manner, pursuant to the plans delivered to the Association. The costs of all construction work performed on a Unit (including the cost of any architects hired by the Association to review plans or construction) shall be borne solely by the Unit Owner. In connection with any and all construction on a Unit, the Unit Owner must contact the applicable utility companies and ensure that all modifications to the location of utility wires or facilities are done with the approval of such companies. In addition, the Unit Owner shall be responsible for the cost to reallocate any such facilities and the cost of any increased services caused by such construction or the resulting Unit. For purposes of this Section, material construction work shall include all work which involves the building or installing of demising walls; relates to the division of a Unit; involves the moving or relocation or installation of utility conduits, wires, pipes, or the like; or has a total cost of more than \$3,000.00.

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5. **Compliance with Laws.** The division of a Unit, creation of a sub condominium unit, construction work performed on a Unit, occupancy of a Unit and all other actions affecting or relating to the Unit must be performed in strict compliance with all applicable ordinances, laws, regulations, and the like.

6. **Indemnification.** In connection with the division of a Unit, creation of a sub condominium unit, construction work performed on a Unit, and occupancy of a Unit, the Unit Owner and all Occupants of the Unit shall indemnify, protect, defend, and hold the Association and all other Unit Owners harmless from all claims, actions, and the like.

ARTICLE IX

MAINTENANCE, ALTERATIONS, DECORATING

1. **Maintenance, Repairs, and Replacements.** Each Unit Owner shall furnish and be responsible for, at its own expense, all of the maintenance, repairs, and replacements within its own Unit. As set forth in Article VII, maintenance, repairs, and replacements of the Common Elements shall be furnished by the Board, with the cost of such being a Common Expenses.

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

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

If, due to the act or neglect of a Unit Owner or of its agent, servant, tenant, family member, invitee, licensee, guest, business invitee or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board, to the extent not covered by insurance.

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

3. **Alterations, Additions or Improvements.** No alterations of any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board.

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

5. **Signage.** The ownership rights to Unit 6 shall include the sole and exclusive right to install and maintain signage on the facade of the building located on the Property and on the water tower located on the Property. The rights to install and maintain such signage and the actual signage installed by the Unit Owner of Unit 6 shall be considered a Limited Common Element benefiting Unit 6. The ownership rights of all Units, with the exception of Unit 6, shall have no right to install or maintain signage on any part of the Property, without the prior written consent of the owner of Unit 6.

6. **Rooftop Usage.** The ownership rights to Units 3A, 3B, 3C, 3D, 3E, 5A, 5B/C, 5D, 5E and 6 (collectively, the "Rooftop Unit Users"), shall include the right to use the rooftop of the building located on the Parcel for any and all lawful purposes, including but not limited to, the installation of antennas and satellite dishes or construction and use of rooftop decks. Along with the right to use the rooftop, the Rooftop Unit Users shall, jointly and severally, have the obligation to repair any and all damage caused to the rooftop by such Rooftop Unit Users, their agents, contractors or assigns; provided however, that the Association shall have the obligation to repair (including replacement if necessary) the roof from any damage not caused by the Rooftop Unit Users, their agents, contractors or assigns. The Rooftop Unit Users shall use their best efforts to enter into rules and regulations regarding the use, maintenance and repair of the rooftop. Notwithstanding anything contained herein to the contrary, the use of the rooftop shall be subject to (i) all flues, shafts, pipes, wires, conduits, ducts, roof penetrations, and equipment which may now or hereafter be installed, located or maintained on the roof, (ii) an easement for access over and across the roof in the event of an emergency, which easement is hereby granted in favor of all Unit Owners and occupants of the Property and their respective agents, guests, and invitees, and (iii) the right of the Board or Association to perform any repairs, replacements to other maintenance work in the roof, and in connection therewith, the Board and the Association shall have the right to remove for maintenance and repair purposes, at the Rooftop Unit Users' sole cost and expense, any and all patios, roof decks and other improvements constructed, installed or located in the roof.

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ARTICLE X

SALE, LEASING OR OTHER ALIENATION; RESTRICTIONS REGARDING USE AND OCCUPANCY

1. **Successors Bound.** If a sale, lease, devise or gift of any Unit is made by any Unit Owner, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such prior Unit Owner as provided in this Declaration and By-Laws. Any Unit Owner making any such lease shall not be relieved thereby from any obligations under this Declaration and By-Laws. All leases shall be in writing with a copy delivered to the Board. All leases shall specifically state that Lessee is subject to the provisions of this Declaration the By-Laws and all Rules and Regulations of the Association (if applicable). No lease shall have an initial term of less than three hundred sixty-five (365) days.

2. **Covenants and Restrictions as to Sale or Lease of a Unit and Occupancy of a Unit.** There are no restrictions with respect to the sale or lease of a Unit, provided, however, that no Unit may be sold or leased to a person or entity which will operate a business from or use the Unit in violation of this Declaration or any statute of the State of Illinois or ordinance (zoning or otherwise) of the City of Chicago.

3. **Noxious Activities; Compliance with Laws.** No noxious, unlawful or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Units (commercial or residential) or which shall cause an unreasonable noise or disturbance to others. Each Unit Owner will comply with all zoning ordinances, building codes, health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations.

ARTICLE XI

DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING

1. **Sufficient Insurance.** In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus Reserves, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Reserves shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one hundred eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's Percentage Interest.

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2. **Insufficient Insurance.** If the insurance proceeds and the Reserves are insufficient to reconstruct the Property and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Property within one hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

3. **Eminent Domain.** In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit and the Percent Interests shall be recalculated. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's Percentage Interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's Percent Interest (after deducting any amounts owed to the Association by such Unit Owner).

4. **Repair, Restoration or Reconstruction of the Improvements.** As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before, unless, if allowed by the Act, other action is approved by holders of first mortgages on Units which have more than fifty percent (50%) of the votes in the Association.

ARTICLE XII

SALE OF THE PROPERTY

At a meeting duly called for such purpose and attended by all Unit Owners, the Unit Owners by affirmative vote of one hundred percent (100%) of the Unit Owners, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every

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Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to affect such sale.

ARTICLE XIII

REMEDIES

1. **Violations.** Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth in Article 13, Section 2 of this Declaration:

(a) Failure by a Unit Owner (or Unit Owners should multiple Persons have an interest in a particular Unit) to pay when due any sums required to be paid by such Unit Owner pursuant to this Declaration or the By-Laws.

(b) Violation or breach by a Unit Owner (or any Occupant of its Unit) of any provision, covenant or restriction of the Act, Declaration, the By-Laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board, and continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner.

2. **Remedies.** Upon the occurrence of any one or more of the events described in Section 1 of this Article, the Board shall have the following rights and remedies:

(a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner of a notice to quit and deliver up possession.

(b) For a violation or breach described in Section 1(b) hereof, the Board shall have the right: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Declarant, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate, or remedy by a proceeding at law or in equity the continuance of any such violation or breach.

(c) Upon the occurrence of one of the events described in Section 1(a) hereof, including without limitation, failure by a Unit Owner to pay its percentage share of Common Expenses, the Board shall have a lien on the interest of the defaulting Unit Owner on its ownership interest in the Property in the amount of any sums due from such Unit Owner; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner.

(d) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or Occupant as permitted by law including, without limitation, an action (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection

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thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration, the By-Laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to exercise any such rights or remedies to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

(f) All expenses incurred by the Board in connection with any actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article including without limitation, court costs, reasonable attorneys' fees and all other fees and expenses, and all damages, together with interest thereon at the rate of eighteen percent (18%) per annum shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of its respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Owner's ownership interest in the Property of such defaulting Unit Owner and upon all of its additions and improvements thereto and upon all its personal property in its Unit or located elsewhere on the Property.

ARTICLE XIV

GENERAL PROVISIONS

1. Amendment of this Declaration.

(a) Subject to the requirements of Section 6 of the Act, the Declarant, to allow for the future use, occupancy and development of the Property, hereby expressly reserves the right (in the Declarant's reasonable discretion), until the occurrence of a Transition Event, to unilaterally (i) amend and modify this Declaration in any manner necessary (including, but not limited to, the right to create and transfer parking spaces) and (ii) record against the Property any other documents or declarations required or requested by governmental entities. Such amendments, modifications and other recorded documents shall be binding and effective as to the entire Property regardless if the Declarant owns all the Units or not. All parties acquiring an interest in the Property after the recordation of this Declaration shall expressly take said interest subject to the Declarant's right to amend the Declaration and record other documents set forth in this Section. Each party acquiring an interest in the Property shall hereby grant unto the Declarant a power of attorney authorizing and enabling the Declarant to make any and all amendments to this Declaration and record any other documents as allowed pursuant to this Section and execute any and all documents on behalf of such party necessary to make such amendments. Furthermore, until the occurrence of a Transition Event, each party acquiring an interest in the Property hereby agrees (promptly upon the request of the Declarant) to execute, acknowledge and authorize the recordation against the Property of any documents (including amendments to the Declaration and documents required by

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governmental entities) which the Declarant reasonably believes are necessary to allow for the future use, occupancy and development of the Property.

(b) After the occurrence of a Transition Event, this Declaration may be amended upon approval of Unit Owners having a collective Percentage Interest of at least seventy-five percent (75%).

2. **Manner of Giving Notices.** Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the Unit address of any member of the Board or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or sent via facsimile or when delivered in person with written acknowledgement of the receipt thereof.

3. **Conveyance and Leases.** Each grantee of the Declarant and each Owner and each subsequent grantee (of the Declarant and the Owners) by the acceptance of a deed of conveyance, and each purchaser under Articles of Agreement for Deed and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time an interest or estate in the Property, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

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

6. **Perpetuities and Other Invalidity.** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George W. Bush, President of the United States.

7. **Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development.

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8. **Joint and Several.** If there are multiple Unit Owners with respect to a single Unit, such Unit Owners shall be jointly and severally liable for all costs due and payable under this Declaration, the By-Laws and the Act which are attributable to the Unit or to any of the Unit Owners of the Unit.

[SIGNATURE ON THE FOLLOWING PAGES]

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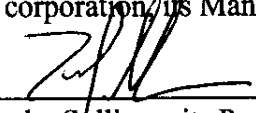
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IN WITNESS WHEREOF, the Declarant has caused its name to be signed on the date first set forth above.

DECLARANT:

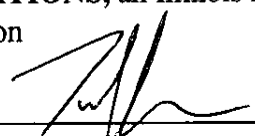
1101 WEST LAKE, LLC, an Illinois limited liability company

By: **TSC ENTERPRISES, INC.**, an Illinois corporation, its Manager

By: 
Timothy Sullivan, its President

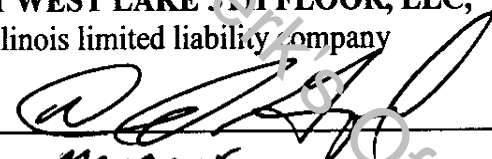
ASSOCIATION:

1101 WEST LAKE STREET CONDOMINIUM ASSOCIATIONS, an Illinois not for profit corporation

By: 
Its: _____

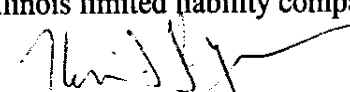
UNIT 5 OWNER:

1101 WEST LAKE 5TH FLOOR, LLC, an Illinois limited liability company

By: 
Its: Manager

UNIT 2&4 OWNER:

LAKE & ABERDEEN, LLC, an Illinois limited liability company

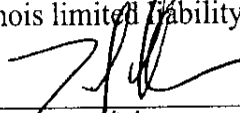
By: 
Its: MANAGER

Property of Cook County Clerk's Office


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UNIT 3 OWNER:

1101 WEST LAKE 3RD FLOOR, LLC,
an Illinois limited liability company

By: 
Its: LLC

UNIT 5D OWNER:


Martin D. Canniff

UNIT 5 B/C OWNER:


James Hanon

Property of Cook County Clerk's Office

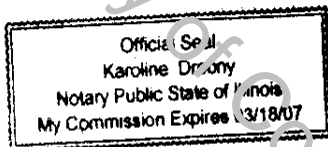
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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT TIM SULLIVAN, personally known to me to be the PRESIDENT of 1101 West Lake 1st Floor, LLC, an Illinois not for profit corporation, appeared before me in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of January, 2006



Karoline Droney
 Notary Public

My commission expires on 03/18, 07

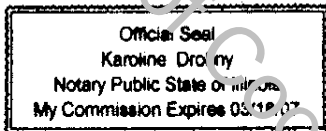
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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Timothy Sullivan*, personally known to me to be the President of TSC Enterprises, Inc., an Illinois corporation, the manager of *1101 West Lake, LLC*, an Illinois limited liability company, appeared before me in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of January, 2006



Karoline Drozny

 Notary Public

My commission expires on 03/18, 07

UNOFFICIAL COPY

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
 HEREBY CERTIFY THAT TIM SULLIVAN, personally known to me to be the AUTHORIZED ^{AGENT}
1101 West Lake Street Condominium Association, an Illinois not for profit corporation, appeared
 before me in person and acknowledged that he signed and delivered the foregoing instrument as his
 free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes
 therein set forth.

Given under my hand and notarial seal this 26th day of January, 2006



Karoline Drobny
 Notary Public

My commission expires on 03/18, 07

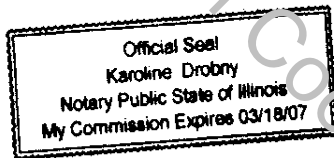
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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DAVID GARBER, personally known to me to be the MANAGER of 1101 West Lake 5th Floor, LLC, an Illinois limited liability company, appeared before me in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 06th day of January, 2006



Karoline Drobny

 Notary Public

My commission expires on 03/18, 07

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ACKNOWLEDGEMENT

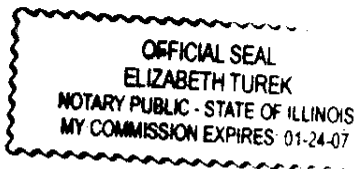
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kevin Flynn, personally known to me to be the manager of Lake & Abernethy, LLC, an Illinois limited liability company, appeared before me in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10 day of January, 2006

Elizabeth Turek

 Notary Public



My commission expires on 1-24-07, _____

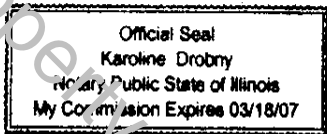
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT TIM SULLIVAN, personally known to me to be the MANAGER of 1101 West Lake 3rd Floor, LLC, an Illinois limited liability company, appeared before me in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of January, 2006



Karoline Drobny
Notary Public

My commission expires on 03/18, 07

Property of Cook County Clerk's Office

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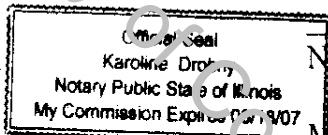
ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Martin D. Canniff*, appeared before me in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of January, 2006

Karoline Drobnik



Notary Public

My commission expires on 03/18, 07

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **James Hanlon**, appeared before me in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of January, 2006



Karoline Drury
 Notary Public

My commission expires on 03/18, 07

UNOFFICIAL COPY

CONSENT BY MORTGAGEE

The undersigned, *Midwest Community Bank*, the mortgagee under that certain Mortgage, dated 08/24/2005 and recorded with the Recorder of Deeds for Cook County on 10/04/2005 as Document Number 0527704133 ("Mortgage"), does hereby consent to the recording of this Amended and Restated Declaration of Condominium and all of the rights, powers and privileges therein granted and does hereby subordinate the lien of the Mortgage to the terms and provisions of said Amended and Restated Declaration of Condominium.

MIDWEST COMMUNITY BANK

By: _____

Its: CO-CEO

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, Michael Beville, a Notary Public, do hereby certify that Todd Wright, personally known to me to be CO-CEO of Midwest Community Bank, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, s/he signed and delivered the said instrument as CO-CEO of said Midwest Community Bank, pursuant to authority to act on behalf of and bind Midwest Community Bank, as his/her free and voluntary act, and as the free and voluntary act and deed of said Midwest Community Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of January, 2006

Michael Beville
Notary Public

My commission expires:

10/21/09



UNOFFICIAL COPY

CONSENT BY MORTGAGEE

The undersigned, *Midwest Community Bank*, the mortgagee under that certain Mortgage, dated / / and recorded with the Recorder of Deeds for Cook County on 11/15/2005 as Document Number 0531939041 ("Mortgage"), does hereby consent to the recording of this Amended and Restated Declaration of Condominium and all of the rights, powers and privileges therein granted and does hereby subordinate the lien of the Mortgage to the terms and provisions of said Amended and Restated Declaration of Condominium.

MIDWEST COMMUNITY BANK

By: 

Its: CO-CEO

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS

I, Michael Beville, a Notary Public, do hereby certify that Todd Wright, personally known to me to be CO-CEO of Midwest Community Bank, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, s/he signed and delivered the said instrument as CO-CEO of said Midwest Community Bank, pursuant to authority to act on behalf of and bind Midwest Community Bank., as his/her free and voluntary act, and as the free and voluntary act and deed of said Midwest Community Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of January, 2006

Michael Beville
Notary Public

My commission expires:

10/21/09



UNOFFICIAL COPY

CONSENT BY MORTGAGEE

The undersigned, *Associated Bank Chicago*, the mortgagee under that certain Mortgage, dated 10/11/2004 and recorded with the Recorder of Deeds for Cook County on 10/19/2004 as Document Number 0429303073 ("Mortgage"), does hereby consent to the recording of this Amended and Restated Declaration of Condominium and all of the rights, powers and privileges therein granted and does hereby subordinate the lien of the Mortgage to the terms and provisions of said Amended and Restated Declaration of Condominium.

ASSOCIATED BANK CHICAGO

By: Ross H. Carlson

Its: **ROSS H CARLSON**
VICE PRESIDENT
CRA OFFICER

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

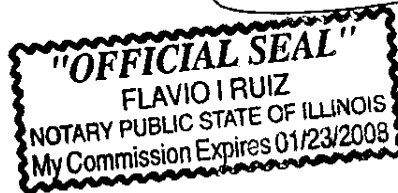
I, Flavio Ruiz, a Notary Public, do hereby certify that Ross Carlson, personally known to me to be VP of Associated Bank Chicago, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such VP, s/he signed and delivered the said instrument as VP of said Associated Bank Chicago, pursuant to authority to act on behalf of and bind Associated Bank Chicago, as his/her free and voluntary act, and as the free and voluntary act and deed of said Associated Bank Chicago, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of January, 2006

Flavio Ruiz
Notary Public

My commission expires:

1/23/08



UNOFFICIAL COPY

CONSENT BY MORTGAGEE

The undersigned, *Amcore Bank, N.A.*, the mortgagee under that certain Mortgage, dated 03/05/2004 and recorded with the Recorder of Deeds for Cook County on 03/15/2004 as Document Number 0407542236 ("Mortgage"), does hereby consent to the recording of this Amended and Restated Declaration of Condominium and all of the rights, powers and privileges therein granted and does hereby subordinate the lien of the Mortgage to the terms and provisions of said Amended and Restated Declaration of Condominium.

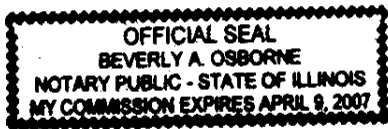
AMCORE BANK, N.A.

By: *Jon E. Schmidt*
Its: *Senior Vice President*

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, *Beverly A. Osborne*, a Notary Public, do hereby certify that *Jon E. Schmidt*, personally known to me to be *Sr. Vice Pres.* of Amcore Bank, N.A., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such *Sr. Vice Pres.*, s/he signed and delivered the said instrument as *Sr. Vice Pres.* of said Amcore Bank, N.A., pursuant to authority to act on behalf of and bind Amcore Bank, N.A., as his/her free and voluntary act, and as the free and voluntary act and deed of said Amcore Bank, N.A., for the uses and purposes therein set forth.

Given under my hand and notarial seal, this *13th* day of *January*, 200*6*



Beverly A. Osborne
Notary Public

My commission expires:

April 9, 2007

UNOFFICIAL COPY

CONSENT BY MORTGAGEE

The undersigned, **Amcore Bank, N.A.**, the mortgagee under that certain Mortgage, dated 03/05/2004 and recorded with the Recorder of Deeds for Cook County on 03/15/2004 as Document Number 0407542235 ("Mortgage"), does hereby consent to the recording of this Amended and Restated Declaration of Condominium and all of the rights, powers and privileges therein granted and does hereby subordinate the lien of the Mortgage to the terms and provisions of said Amended and Restated Declaration of Condominium.

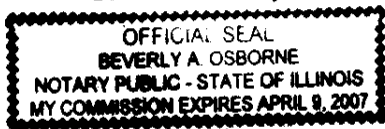
AMCORE BANK, N.A.

By: Jon E. Schmidt
Its: Senior Vice President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, Beverly A. Osborne, a Notary Public, do hereby certify that Jon E. Schmidt personally known to me to be Sr. Vice Pres of Amcore Bank, N.A., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Sr. Vice Pres, s/he signed and delivered the said instrument as Sr. Vice Pres of said Amcore Bank, N.A., pursuant to authority to act on behalf of and bind Amcore Bank, N.A., as his/her free and voluntary act, and as the free and voluntary act and deed of said Amcore Bank, N.A., for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13th day of January, 2006.



Beverly A. Osborne
Notary Public

My commission expires:

April 9, 2007

UNOFFICIAL COPY

CONSENT BY MORTGAGEE

The undersigned, *Amcore Bank, N.A.*, the mortgagee under that certain Mortgage, dated 12/03/2004 and recorded with the Recorder of Deeds for Cook County on 12/08/2004 as Document Number 0434333003 ("Mortgage"), does hereby consent to the recording of this Amended and Restated Declaration of Condominium and all of the rights, powers and privileges therein granted and does hereby subordinate the lien of the Mortgage to the terms and provisions of said Amended and Restated Declaration of Condominium.

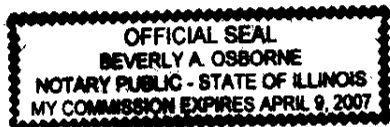
AMCORE BANK, N.A.

By: *Jon E. Schmidt*
Its: *Senior Vice President*

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, *Beverly A. Osborne*, a Notary Public, do hereby certify that *Jon E. Schmidt* personally known to me to be *Sr. Vice Pres.* of Amcore Bank, N.A., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such *Sr. Vice Pres* s/he signed and delivered the said instrument as *Sr. Vice Pres* of said Amcore Bank, N.A., pursuant to authority to act on behalf of and bind Amcore Bank, N.A., as his/her free and voluntary act, and as the free and voluntary act and deed of said Amcore Bank, N.A., for the uses and purposes therein set forth.

Given under my hand and notarial seal, this *13th* day of *January*, 200*6*



Beverly A. Osborne
Notary Public

My commission expires:

April 9, 2007

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CONSENT BY MORTGAGEE

The undersigned, *Old Republic FAC*, the mortgagee under that certain Mortgage, dated 08/24/2005 and recorded with the Recorder of Deeds for Cook County on 09/13/2005 as Document Number 0525634077 ("Mortgage"), does hereby consent to the recording of this Amended and Restated Declaration of Condominium and all of the rights, powers and privileges therein granted and does hereby subordinate the lien of the Mortgage to the terms and provisions of said Amended and Restated Declaration of Condominium.

OLD REPUBLIC FAC

By: _____

Its: _____

ANDREA SCOTT
VICE PRESIDENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS

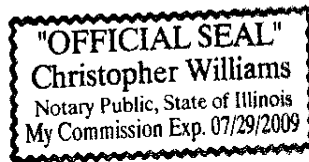
I, Christopher Williams, a Notary Public, do hereby certify that Andrea Scott, personally known to me to be Vice President of Old Republic FAC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President s/he signed and delivered the said instrument as Vice President of said Old Republic FAC, pursuant to authority to act on behalf of and bind Old Republic FAC, as his/her free and voluntary act, and as the free and voluntary act and deed of said Old Republic FAC, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1ST day of February, 2006

Notary Public

My commission expires:

7/29/2009



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 AND 2 IN HAYES AND SHELBY'S SUBDIVISION OF BLOCK 30 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF FORMER UNIT 1 DESCRIBED AS FOLLOWS:

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 17.14 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 30.91 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 1 AND 2 IN HAYES AND SHELBY'S SUBDIVISION OF BLOCK 30 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, BEING ALSO THE NORTHWEST CORNER OF A SIX STORY BRICK BUILDING COMMONLY KNOWN AS 1101-09 WEST LAKE STREET IN CHICAGO;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, BEING ALSO ALONG THE EXTERIOR FACE OF SAID BUILDING, A DISTANCE OF 1.80 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 2.09 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF SAID BUILDING, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES: EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.96 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 12.39 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 7.47 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 14.63 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 6.97 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.48 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5.28 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 6.76 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 37.53 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 51.92 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 19.14 FEET TO A BEND IN THE WALL; NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 169 DEGREES 44 MINUTES 08 SECONDS MEASURED COUNTER-CLOCKWISE, EAST TO NORTHWESTERLY FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 13.72; NORTH ALONG A LINE MAKING AN ANGLE OF 100 DEGREES 15 MINUTES 52 SECONDS MEASURED COUNTER-CLOCKWISE, SOUTHEASTERLY TO NORTH FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 15.04 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.41 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.90 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 7.00 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 47.00 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.92 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.20 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.52 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.80 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.40 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.05 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 2.50 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 2.51 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 25.08 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 71.62 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.85 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5.15 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.85 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 57.40 FEET TO THE POINT OF BEGINNING.

Commonly Known As: 1101-09 West Lake Street, Chicago, IL 60607

Permanent Index Number: 17-08-428-004-0000

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OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

DECEMBER 10, 2003

6323-853-8

ALAN B ROTH
225 W WACKER DR STE 2800
CHICAGO, IL 60606

RE 1101 W LAKE STREET CONDOMINIUM ASSOCIATION

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE ARTICLES OF INCORPORATION OF THE ABOVE NAMED CORPORATION. THE CORPORATION IS REQUIRED TO FILE AN ANNUAL REPORT EACH YEAR. BLANK FORMS WILL BE MAILED BY THIS OFFICE TO THE REGISTERED AGENT AS SHOWN BY OUR FILES APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH. (ORIGINAL DATE OF INCORPORATION).

THE REQUIRED FEE OF \$50.00 IN THIS CONNECTION HAS BEEN RECEIVED AND PLACED TO YOUR CREDIT.

THIS DOCUMENT MUST BE RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY IN WHICH THE REGISTERED OFFICE OF THE CORPORATION IS LOCATED. FOR FURTHER INFORMATION CONTACT YOUR RECORDER OF DEEDS.

CERTAIN NOT FOR PROFIT CORPORATIONS ORGANIZED AS A CHARITABLE CORPORATION ARE REQUIRED TO REGISTER WITH THE OFFICE OF THE ATTORNEY GENERAL. UPON RECEIPT OF THE ENCLOSED ARTICLES OF INCORPORATION, YOU MUST CONTACT THE CHARITABLE TRUST DIVISION, OFFICE OF THE ATTORNEY GENERAL, 100 W. RANDOLPH, 3RD FLOOR, CHICAGO, ILLINOIS 60601 TELEPHONE (312) 814-2595.

THE ISSUANCE OF THE ARTICLES OF INCORPORATION DOES NOT ENTITLE THE CORPORATION TO A PROPERTY TAX EXEMPTION. YOU MUST APPLY FOR THAT EXEMPTION THROUGH THE BOARD OF REVIEW IN THE COUNTY WHERE THE REAL ESTATE IS LOCATED.

THE DEPARTMENT OF BUSINESS SERVICES IS NO LONGER ISSUING A CERTIFICATE ATTACHED TO THE ARTICLES OF INCORPORATION AS OF FEBRUARY 15, 2002.

SINCERELY,

JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION

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NFP-102.10
(Rev. Jan. 1999)

ARTICLES OF INCORPORATION

Jesse White Secretary of State
(Do Not Write in This Space)

SUBMIT IN DUPLICATE

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

Date **DATE FILED: 12/10/2003**

Filing Fee \$50

Approved **PHS**

DO NOT SEND CASH!



TO: JESSE WHITE, Secretary of State 63238538

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1. The name of the corporation is: 1101 W. LAKE STREET CONDOMINIUM ASSOCIATION

Article 2. The name and address of the initial registered agent and registered office are:

Registered Agent	Alan	B.	Roth
	First Name	Middle Name	Last Name
Registered Office	225 West Wacker Drive, Suite 2800		
	Number	Street	(Do not use P.O. Box)
	Chicago	IL 60606	Cook
	City	ZIP Code	County

Article 3: The first Board of Directors shall be 3 in number, their names and residential addresses being as follows: (Not less than three)

Director's Names	Number	Street	Address City	State
Timothy Sullivan	225 West Wacker Drive, Suite 2800,	Chicago	IL	60606
Sean Conlon	225 West Wacker Drive, Suite 2800,	Chicago	IL	60606
John Czosnyka	225 West Wacker Drive, Suite 2800,	Chicago	IL	60606

Article 4. The purposes for which the corporation is organized are:

"The administration and operation of a condominium association in accordance with the terms of (i) that certain Declaration of Condominium Pursuant to the Property Act for The 1101 West Lake Street Condominium, as amended (the "Declaration"), which shall be recorded in the office of Recorder of Deeds in Cook County, Illinois and (ii) the prevailing Condominium Property Act, and all other purposes incidental to the foregoing.

No part of the monies received by the corporation shall inure to the benefit of any private individual except in accordance with the Illinois General Not For Profit Corporation Act of 1986."

Is this corporation a Condominium Association as established under the Condominium Property Act?
 Yes No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? Yes No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined subsection (c) of Section 9-102 of the code of Civil Procedure? Yes No

Article 5. Other provisions (please use separate page):

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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 December 9, 2003 (Month & Day) (Year)

SIGNATURES AND NAMES

POST OFFICE ADDRESS

- 1. Signature [Handwritten Signature] Name (please print) Matthew B. Brotschul, Incorporator
2. Signature Name (please print)
3. Signature Name (please print)
4. Signature Name (please print)
5. Signature Name (please print)

- 1. 225 West Wacker Drive, Suite 2800 Street Chicago IL 60606 City/Town State ZIP
2. Street City/Town State ZIP
3. Street City/Town State ZIP
4. Street City/Town State ZIP
5. Street City/Town State ZIP

(Signatures must be in BLACK INK on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the true 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 its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary
• The registered agent cannot be the corporation itself.
• The registered agent may be an individual, resident in the State, 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 which is to function as a club, as defined in Section 1-124 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.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

FILE NO. FORM NFP-102.10 ARTICLES OF INCORPORATION under the GENERAL NOT FOR PROFIT CORPORATION ACT of

SECRETARY OF STATE DEPARTMENT OF BUSINESS SERVICES CORPORATION DIVISION TELEPHONE (217) 782-3572 (These Articles Must Be Executed and Filed in Duplicate) Filing Fee \$50 C-157 11

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EXHIBIT D

PERCENTAGE INTERESTS AND LIMITED COMMON ELEMENTS

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
2	16.99%
3A	[3.94%]
3B	[3.94%]
3C	[3.94%]
3D	[3.94%]
3E	[3.94%]
4	19.70%
5A	2.86%
5B/C	5.15%
5D	3.25%
5E	7.84%
6	24.51%
TOTAL	100.0%

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EXHIBIT D (Cont'd)

<u>PARKING SPACE</u>	
G-1	
G-2	
G-3	
G-4	
G-5	
G-6	
G-7	
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G-9	
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G-14	
G-15	
G-16	
G-17	

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BY-LAWS

OF

THE 1101 W. LAKE STREET CONDOMINIUM ASSOCIATION

ARTICLE I.

PURPOSES

The purposes of The 1101 W. Lake Street Condominium Association (the "Association") are as stated in its Articles of Incorporation. All capitalized terms which are not defined herein shall have the same meaning given to them in that certain Declaration of Condominium Pursuant to the Condominium Property Act for The 1101 West Lake Street Condominium (the "Declaration").

ARTICLE II.

OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors of the Association, as described in Article V of these By-laws (the "Board") may from time to time determine.

ARTICLE III.

MEMBERS

SECTION 1. CLASSES OF MEMBERS, MEMBERSHIP AND TERMINATION THEREOF. The Association shall have one (1) class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit shall be allocated one membership position in the Association. If a Unit is owned by a single Unit Owner, such Unit Owner shall be a member. If a Unit is owned by multiple Unit Owners, such Unit Owners shall elect a Representative Unit Owner, pursuant to the terms of Article VIII, Section 2 of the Declaration. Upon the election of a Representative Unit Owner, notice shall be delivered on behalf of such Unit to the Association. Such notice shall set forth the identity and contact information of the Representative Unit Owner. After the election of a Representative Unit Owner and delivery the required notice to the Association, the elected Representative Unit Owner shall be deemed a member of the Association and shall have the power to vote on behalf of the entire Unit (and all Unit Owners thereof). Any and all elections, selections, removals, terminations and grants of power onto a Representative Unit Owner shall be conducted in the manner and form determined by the Unit Owners of the particular Unit and shall be independent of any proceedings of the Association; provided

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however, that a Representative Unit Owner must be elected and notice provided as required in the Declaration.

If a Unit has a single Unit Owner, such Unit Owner's membership in the Association shall terminate automatically upon the sale of such Unit Owner's Unit, at which time the new Unit Owner of the Unit shall automatically become a member of the Association; provided however, that should such sale not be of one hundred percent of the ownership interest in the Unit and thus result in multiple Unit Owners for a Unit, then the membership in the Association with respect to such Unit shall be determined via the election of a Representative Unit Owner. If a Unit has multiple Unit Owners and has thus elected a Representative Unit Owner, such Unit Owners may terminate and elect a new Representative Unit Owner at anytime, provided the necessary notice is delivered to the Association. In addition, should a Representative Unit Owner transfer his ownership interest in a Unit and thus no longer be a Unit Owner, the remaining Unit Owners of such Unit shall immediately elect a new Representative Unit Owner and provide the necessary notice.

Despite the existence of a Representative Unit Owner for a particular Unit, all Unit Owners of such Unit shall be jointly and severally liable for the obligations of such Unit (including the obligations of such Unit as a member in the Association). The termination of a Unit Owner's membership in the Association (or in the case of a multiple Unit Owner owned Unit, the transfer of one hundred percent of such Unit Owner's interest in the Unit) shall not relieve or release such parties from any liability or obligation incurred under or in any way connected with this Association, during the period of such ownership of a Unit or membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner or member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

SECTION 2. VOTES AND VOTING RIGHTS.

- (a) The total number of votes of all members shall 100.
- (b) Each member shall be entitled to the number of votes equal to the Percentage Interest of its Parcel, determined at the time any matter is submitted to a vote of the members.
- (c) Any specified percentage of the members, whether majority or otherwise, for purposes of voting and for any other purpose, wherever provided in these By-laws, or the Declaration shall mean such percentage of the total number of votes hereinabove set forth.

SECTION 3. TRANSFER OF MEMBERSHIP. Membership in this Association is not transferable or assignable, except as provided in Article III, Section 1 of these By-laws.

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ARTICLE IV.

MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETING. The first annual meeting of the members shall be held on such date as is fixed by the Board which date shall in no event be later than one (1) year from the date the Declaration is recorded in the office of the Recorder of Deeds of Cook County, Illinois. Thereafter, an annual meeting of the members shall be held on the first Tuesday of January in each year for the purpose of electing Directors (as defined in Article V of these By-laws) and for the transaction of such other business as may come before the meeting. If such day is a legal holiday, the meeting shall be held on the next succeeding business day. If the annual meeting shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

SECTION 2. SPECIAL MEETING. Special meetings of the members may be called by the President, as defined in Article VI of these By-laws, or by the Board or by members holding not less than thirty-three and one-third per cent (33-1/3%) of the vote.

SECTION 3. PLACE AND TIME OF MEETING. All meetings of the members shall take place at 7:00 P.M., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the person or persons calling the meeting.

SECTION 4. NOTICE OF MEETINGS. By or at the direction of the President or the Secretary, or the officers or persons calling the meeting, written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail or by facsimile, to each member entitled to vote at such meeting, not less than five (5) nor more than forty (40) days before the date of such meeting. The notice of a meeting shall be deemed delivered when it is deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid or delivered in person

SECTION 5. QUORUM. The members holding 30% of the vote which may be cast at any meeting shall constitute a quorum at such meeting, provided that if an insufficient number of members are present to constitute a quorum, a majority of the members present at the meeting may adjourn the meeting from time to time without further notice.

SECTION 6. PROXIES. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact.

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ARTICLE V.

BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS. The affairs of the Association shall be managed by the Board. Except as expressly provided to the contrary in the Declaration or in these By-laws, all of the rights, powers, options, duties and responsibilities of the Association shall be performed by the Board, provided that the Board may, by resolution of the Board, delegate specific power and responsibilities to committees composed of less than all members of the Board.

SECTION 2. SPECIFIC POWERS. (a) The Board, on behalf of the Association, shall have the power without the approval of the members:

- (i) To engage the services of a manager or managing agent, who may be any person, firm or corporation (including the Declarant), upon such terms and compensation as the Board deems fit, and to remove such manager or managing agent at any time, in accordance with the terms of any management agreement executed from time to time by the Board;
- (ii) To engage the services of any persons (including but not limited to accountants and attorneys) deemed necessary by the Board at such compensation as the Board deems reasonable, for the operation, repair, maintenance and management of the Common Elements and to carry on that business of the Association and to remove, at any time, any such personnel;
- (iii) To establish and maintain one or more bank accounts or other depository arrangements for the deposit of any funds paid to, or received by, the Association;
- (iv) To borrow funds to pay for capital improvements and the costs of operation or to meet its obligations, which debts may be secured by giving one or more mortgages or trust deeds against all or part of the Common Elements or by giving a security interest in such other property owned by the Association;
- (v) To enter into contracts and, generally to have all powers necessary or incidental to the operation and management of the Association and the Common Elements;
- (vi) To protect the Common Elements from loss or damage by suit or otherwise and to provide adequate reserves for replacement;
- (vii) To adopt reasonable rules and regulations to effectuate the purposes and powers of the Association and for the operation and use of the Property and to amend such rules and regulations from time to time;

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- (viii) To purchase, own, lease, sell or otherwise deal in and with tangibles, intangibles, personality or real estate in furtherance of its duties and functions;
- (ix) To do all other acts to be done by the Association in furtherance of the Declaration and these By-laws except in such cases where approval of the members is specifically required.

(b) The Association shall provide or cause to be provided, and paid for, in addition to the manager, managing agent or other personnel and/or services and materials described above, the following:

- (i) Such insurance as the Board is required or permitted to obtain pursuant to the terms of the Declaration; and
- (ii) Any other materials, supplies, equipment, furnishings, labor, services, maintenance, repairs and replacements, decorating, cleaning, tuckpointing, structural alterations, landscaping, and snow and ice removal, that the Board deems proper for the maintenance and operation of the Common Elements, including all work required by all applicable laws. All work shall be performed in accordance with all applicable law.

SECTION 3. NUMBER TENURE AND QUALIFICATIONS. Until the date of the first annual meeting of the members as hereinafore provided, the number of Directors shall be three (3), who shall be the Directors named in the Articles of Incorporation. Until the occurrence of a Transition Event, the Directors shall be elected as provided in the Declaration. Commencing with the date of the first annual meeting of the members to occur after a Transition Event, the Directors shall be elected by the members as provided herein. Each Director shall hold office without compensation until the next annual meeting of members and until his successor shall have been elected and qualified. After the occurrence of a Transition Event, only a member of the Association may be a Director. In the event that a member is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer, or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trusts, or manager of such other legal entity may be eligible to serve as a Director (assuming the other qualification requirements of being a Director as set forth herein are met).

SECTION 4. ELECTION. The members, at each annual meeting after the occurrence of a Transition Event, shall, by a vote of a plurality of the members present at such meeting, to elect the entire Board of Directors for the forthcoming year.

SECTION 5. REGULAR MEETINGS. A regular annual meeting of the Board shall be held (without further notice other than these By-laws) immediately after and at the same place as the annual meeting of members. The Board may, by regulation, provide the time and place for additional regular meetings of the Board. All members shall have the right to attend all regular meetings of the Board, but shall not have the right to participate therein.

SECTION 6. SPECIAL MEETINGS. Special meeting of the Board may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to

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call special meetings of the Board may fix any reasonable place and time for holding any such special meeting. All members shall have the right to attend all special meetings of the Board, but shall not have the right to participate therein.

SECTION 7. NOTICE. Notice of any special meeting of the Board shall be given at least two (2) days prior to the date of such meeting by written notice delivered personally or sent by mail to each Director and to each member. If mailed, such notice shall be deemed to be delivered one (1) day after it is deposited in the United States mail addressed to the Director or member at his or its address as it appears on the records of the Association with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

In the event that a special meeting of the Board is called to deal with any matter, for which a delay of three (3) days to comply with the notice requirements herein contained might result in damage to property or injury to any person, then the notice provisions herein contained shall be deemed waived if every Director receives actual notice of such meeting or a good faith effort is made to give every member actual notice.

SECTION 8. QUORUM. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 9. MANNER OF ACTING. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless otherwise provided by law or by these By-laws.

SECTION 10. VACANCIES. Any vacancy occurring in the Board shall be filled by the majority vote of the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 11. REMOVAL. From and after the date of the first annual meeting of the members to occur after a Transition Event, any Director may be removed from office by the affirmative vote of seventy-five percent (75%) of the total vote of the members present at a special meeting called for such purpose.

SECTION 12. ADOPTION OF RULES AND REGULATIONS. All rules and regulations or amendments thereto, adopted by the Board shall be effective upon their adoption, provided that the members may at any time, after the occurrence of a Transition Event, revoke the rule or regulation at a special meeting of the members called for such purpose, by a vote of seventy-five percent (75%) of the total number of votes of the members. Prior to the occurrence of a Transition Event, the Declarant shall have the unilaterally right to revoke any rules or regulations.

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ARTICLE VI.

OFFICERS

SECTION 1. OFFICERS. The officers of the Association shall be a President, one (1) or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer and a Secretary. A single person may hold more than one officer position at any given time.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Association shall all be members of the Board and shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3. REMOVAL. Any officer elected by the Board may be removed by a majority vote of the Board.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

SECTION 5. PRESIDENT. The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any amendments to these By-laws or the Declaration, deeds, mortgages, contracts or other instruments which the Board has authorized to be executed; and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

SECTION 6. VICE PRESIDENT. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there shall be more than one (1) Vice President, the Vice Presidents, in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board.

SECTION 7. TREASURER. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositaries; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

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SECTION 8. SECRETARY. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-laws; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

ARTICLE VII.

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. CONTRACTS. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President.

SECTION 3. DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

SECTION 4. GIFTS. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE VIII.

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote and all mortgagees who have registered with the Association. All books and records of the Association may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time. Upon ten (10) days notice to the Association, and the payment of a reasonable fee fixed by the Association, not to exceed Fifty Dollars (\$50.00), any member shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such member, signed by a duly authorized officer of the Association.

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ARTICLE IX.

FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the Board.

ARTICLE X.

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or these By-laws, or the Declaration, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver, except where such person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE XI.

AMENDMENTS TO BY-LAWS

After the occurrence of a Transition Event, these By-laws, except this Article XI and Article XIV, may be altered, amended or repealed by the affirmative vote of seventy-five percent (75%) of all of the members. This Article XI and Article XIV may be amended only by an instrument in writing setting forth such amendment, signed and acknowledged by the duly authorized officers of the Association, all of the members and all mortgagees having bona fide liens of record against any Unit. Prior to the occurrence of a Transition Event, these By-Laws (in their entirety) may be amended by the Declarant.

ARTICLE XII

TERMINATION OF THE ASSOCIATION

In the event of the abrogation of the Declaration, either pursuant to its terms or otherwise, all of the Common Elements and all other property of the Association shall continue to be held by the Association for the benefit of each of the members in the ratio of its respective Percentage Interests. The Association shall, however, liquidate or distribute such property within two (2) years from the date of the recording of the instrument of abrogation. After payment of all obligations of the Association and all expenses of liquidation, the cash proceeds of such liquidation, all other cash held by the Association and all property which has not been liquidated shall be distributed to the members in proportion to their respective Percentage Interests. Any real property being distributed in liquidation shall be transferred to all of the members as tenants in common, with each member having an undivided interest in such property equal to such member's Percentage Interest. Upon distribution of all property, the Association shall be dissolved.

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ARTICLE XIII.

INDEMNIFICATION

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association.

To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

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ARTICLE XIV.

CONSTRUCTION

Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these By-laws and the aforesaid Declaration, the provisions of the Declaration shall control.

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EXHIBIT F

LEGAL DESCRIPTION OF THE UNITS

Unit 2 in the 1101 West Lake Street Condominium, as shown on that certain ATLA/ACSM Land Title Survey, dated 1-27-2006, prepared by Professionals Associated Survey, Inc. and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Unit 3A in the 1101 West Lake Street Condominium, as shown on that certain ATLA/ACSM Land Title Survey, dated 1-27-2006, prepared by Professionals Associated Survey, Inc. and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Unit 3B in the 1101 West Lake Street Condominium, as shown on that certain ATLA/ACSM Land Title Survey, dated 1-27-2006, prepared by Professionals Associated Survey, Inc. and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Unit 3C in the 1101 West Lake Street Condominium, as shown on that certain ATLA/ACSM Land Title Survey, dated 1-27-2006, prepared by Professionals Associated Survey, Inc. and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Unit 3D in the 1101 West Lake Street Condominium, as shown on that certain ATLA/ACSM Land Title Survey, dated 1-27-2006, prepared by Professionals Associated Survey, Inc. and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Unit 3E in the 1101 West Lake Street Condominium, as shown on that certain ATLA/ACSM Land Title Survey, dated 1-27-2006, prepared by Professionals Associated Survey, Inc. and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Unit 4 in the 1101 West Lake Street Condominium, as shown on that certain ATLA/ACSM Land Title Survey, dated 1-27-2006, prepared by Professionals Associated Survey, Inc. and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

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Unit 5A in the 1101 West Lake Street Condominium, as shown on that certain ATLA/ACSM Land Title Survey, dated 1-27-2006, prepared by Professionals Associated Survey, Inc. and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Unit 5B/C in the 1101 West Lake Street Condominium, as shown on that certain ATLA/ACSM Land Title Survey, dated 1-27-2006, prepared by Professionals Associated Survey, Inc. and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Unit 5D in the 1101 West Lake Street Condominium, as shown on that certain ATLA/ACSM Land Title Survey, dated 1-27-2006, prepared by Professionals Associated Survey, Inc. and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Unit 5E in the 1101 West Lake Street Condominium, as shown on that certain ATLA/ACSM Land Title Survey, dated 1-27-2006, prepared by Professionals Associated Survey, Inc. and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Unit 6 in the 1101 West Lake Street Condominium, as shown on that certain ATLA/ACSM Land Title Survey, dated 1-27-2006, prepared by Professionals Associated Survey, Inc. and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.