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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR AQUA AT LAKESHORE EAST CONDOMINIUM ASSOCIATION  
DATED JANUARY 19, 2016**

**This document prepared by and after  
recording to be returned to:**

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1-19-16  
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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR AQUA AT LAKESHORE EAST CONDOMINIUM ASSOCIATION  
DATED JANUARY 19, 2016**

THIS AMENDED AND RESTATED DECLARATION has been approved by two-thirds of the Board of Directors of the Aqua at Lakeshore East Condominium Association ("Association") pursuant to Section 27(b)(1) of the Illinois Condominium Property Act ("Act"), 705 ILCS 605/27. This Declaration shall serve the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Aqua at Lakeshore East Condominium Association ("Original Declaration") which was recorded as Document No. 09253160395 in the Office of the Recorder of Deeds for Cook County, Illinois and all subsequently recorded Amendments, against the property legally described in Exhibit A attached hereto ("Property"), as amended.

**WITNESSETH:**

**WHEREAS**, the Association and its Unit Owners hold legal title to the parcel of real estate situated in the City of Chicago, Cook County, Illinois (hereinafter called the "Parcel") and legally described on Exhibit A attached hereto and by this reference made a part hereof; and

**WHEREAS**, the Property, as hereinafter defined, has been submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter called the "Act"); and it has been established for the benefit of the Association and its Unit Owners and that of all future owners or occupants of the Property, and each part thereof, certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

**WHEREAS**, the name of the Condominium shall be "Aqua at Lakeshore East Condominiums"; and

**WHEREAS**, the Association and its Unit Owners desire and intend that the several owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth, all of which have been declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of such Property and have been established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property; and

**NOW, THEREFORE**, the Association and its Unit Owners, as the legal titleholders of the parcel, and for the purposes above set forth, **DECLARE AS FOLLOWS:**

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## ARTICLE 1

### DEFINITIONS

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

**Acceptable Technological Means.** Includes, without limitation, electronic transmission over the internet or other network, whether by direct connection, intranet, telecopier or electronic mail.

**ACUA REA.** That certain Declaration of Covenants, Conditions, Restrictions and Easements by Aqua at Lakeshore East LLC dated May 15, 2009 and recorded June 4, 2009 as Document Number 0915534060, as same may be amended from time to time.

**Association.** Aqua at Lakeshore East Condominium Association, an Illinois not for profit corporation.

**Board.** The persons determined pursuant to Article 5 hereof who are vested with the authority and responsibility of administering the Property.

**Building.** The building located on the Parcel, forming a part of the Property and containing the Units, as shown by the surveys depicting the respective floors of such buildings.

**By-Laws.** The provisions for the administration of the Property including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation, all as hereinafter set forth, or as the same may be from time to time duly amended. Articles 5 and 6 hereof shall constitute the By-Laws of the Association.

**City.** The City of Chicago, Illinois.

**Common Elements.** All portions of the Property except the Units, more specifically described in Section 3.1 hereof.

**Common Expenses.** The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements.

**Condominium Instruments.** All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, the By-Laws, and the Plat.

**Declarant.** Aqua at Lakeshore East LLC, an Illinois limited liability company, and its successors and assigns.

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**Declaration.** This Amended and Restated Declaration by which the Property is submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

**Developer.** Aqua at Lakeshore East LLC, an Illinois limited liability company, its successors and assigns.

**Electronic Transmission.** Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

**Lakeshore East Master Declaration.** That certain Declaration of Covenants, Conditions, Restrictions and Easements dated as of June 26, 2002 by and among Lakeshore East LLC, Lakeshore East Parcel P LLC, and ASN Lakeshore East LLC, as amended by First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East recorded March 7, 2003, and by Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East recorded November 19, 2004, and Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East recorded February 25, 2005, and by Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Lakeshore East recorded February 25, 2005, by Fifth Amendment to Declaration of Covenants, Restrictions and Easements for Lakeshore East dated as of October 27, 2006 and recorded November 9, 2007 as document 0631333004 and also re-recorded on February 9, 2007 as document 0704044062, by Sixth Amendment to Declaration of Covenants, Restrictions and Easements for Lakeshore East dated as December 20, 2007 and recorded December 21, 2007 as Document Number 0735531065, and by Seventh Amendment to Declaration of Covenants, Restrictions and Easements for Lakeshore East dated as November 13, 2008 and recorded November 14, 2008 as Document Number 0831910034, and by Eighth Amendment to Declaration of Covenants, Restrictions and Easements for Lakeshore East dated as November 13, 2008 and recorded November 14, 2008 as Document Number 0831910035, as same may be amended from time to time.

**Limited Common Elements.** A portion of the Common Elements so designated in this Declaration or on the Plat, as hereinafter defined, as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units or the owner or owners thereof shall be deemed a Limited Common Element.

**Majority of the Unit Owners.** Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.



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**Occupant.** Person or persons, other than a Unit Owner, in possession of a Unit.

**Parcel.** The lot(s) or tract(s) of land submitted to the provisions of the Act pursuant to this Declaration and any Add-on Amendment.

**Parking Area.** That part of the Property consisting of Unit Parking Spaces and Limited Common Elements appurtenant thereto designated for parking passenger vehicles or motorcycles.

**Person.** A natural individual, corporation, limited liability company, partnership, trustee or other legal entity capable of holding title to real property.

**Plat.** The plat or plats of survey of the Parcel, including all of the Units in the Property, submitted to the provisions of the Act from time to time.

**Property.** All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon including the Building, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined, submitted to the provisions of the Act from time to time.

**Residential Unit.** A Unit designed and intended for a single-family dwelling, or such other uses permitted by this Declaration, but specifically excluding a Unit constituting a Unit Parking Space.

**Storage Area.** A part of the Common Elements provided for storage purposes.

**Storage Space.** A part of the Property within the Storage Area and each of the six rooms located on Floor 57 that each identified as a "Storage Closet" on the Plat, which intended for storage by Unit Owners. A Unit Owner's Storage Space shall be a Limited Common Element appurtenant to such Unit Owner's Unit, as designated on the Plat or an exhibit attached to this Declaration.

**Unit.** A part of the Property more specifically described hereafter in Article 2. Except as otherwise provided herein, the term "Unit" shall be deemed to include a Residential Unit and/or a Unit Parking Space, as the case may be, designated for use by the Unit Owner and Occupants of such Unit.

**Unit Owner.** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.

**Unit Ownership.** A part of the Property consisting of one Unit and its undivided interest in the Common Elements appurtenant thereto.

**Unit Parking Space.** A Unit designed and intended for the parking of a single passenger vehicle, except that (i) the following Parking Spaces shall have the right to park two



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(2) passenger vehicles: LL2-23, LL2-24, LL2-25, LL2-26, LL2-27, LL2-28, LL2-29, LL2-30, LL2-31, LL2-34, LL2-35, LL2-71, LL2-72, LL2-106, LL2-107, LL2-108, LL3-20, LL3-23, LL3-24, LL3-25, LL3-26, LL3-27, LL3-28, LL3-29, LL3-30, LL3-31, LL3-34, LL3-88, LL3-89, LL3-105, LL3-106, LL3-107, LL4-23, LL4-24, LL4-25, LL4-26, LL4-27, LL4-28, LL4-29, LL4-30, LL4-31, LL4-34, LL5-23, LL5-24, LL5-25, LL5-26, LL5-27, LL5-28, LL5-29, LL5-30, LL5-31, and LL5-32 and (ii) the following Parking Spaces shall be permitted to park one (1) single passenger vehicle and one (1) motor scooter or motorcycle: LL2-88, LL2-89, LL4-1 and LL4-2.

**Voting Member.** One person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners designated pursuant to Section 5.3.

## ARTICLE 2

### UNITS

#### 2.1 Description and Ownership.

(a) All Units located on the Property are delineated on the Plat attached hereto as Exhibit A and by this reference made a part hereof.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A including, without limitation, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment to the extent and only to the extent serving only such Unit, and stairways and elevator to the extent and only to the extent serving such Unit; and (anything herein to the contrary notwithstanding) excluding all structural components of any Building, the term "structural components" including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system serving more than the Unit, or any components of communication or master antenna systems, if any, located in the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A, and every such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act or as provided elsewhere herein, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit A.

(d) To the extent such data was available to the Declarant at the time this Declaration or any Amendment was filed, the Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the

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Parcel and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit in the Building and said Unit's horizontal and vertical dimensions.

2.2 **Certain.** Structures Not Constituting Part of a Unit. Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming a part of any system serving more than his Unit, or any components of communication systems, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

2.3 **Real Estate Taxes.** It is understood that real estate taxes are to be separately taxed to each Unit Owner for that Unit Owner's Unit and its corresponding percentage of ownership in the Common Elements as provided in the Act.

## ARTICLE 3

### COMMON ELEMENTS

3.1 **Description.** The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation and if applicable, any of the following items located at the Property: the walls, roofs, hallways, lobbies, sun decks, interior and exterior stairways (but expressly excluding stairways located wholly within and serving only a Unit, which shall be considered part of the Unit), porches, entrances and exits, security system, elevators (but expressly excluding elevators located wholly within and serving only a Unit, which shall be considered part of the Unit), mechanical equipment areas, the Storage Area, mail boxes, master television antenna system (whether leased or owned), if any, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), central heating, cooling and ventilating systems servicing the Common Elements or other Units (but excluding those individual heating, cooling and ventilating systems or equipment situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, driveways, sidewalks and walkways, landscaped and grass areas and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to Common Elements appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

3.2 **Ownership of Common Elements.** Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached hereto. The percentages of ownership interests set forth in Exhibit B have been computed and determined in accordance with the

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Act, and shall remain constant and shall not be changed, except as specifically permitted under the Act or this Declaration, without unanimous written consent of all Unit Owners and all First Mortgagees (as hereinafter defined in Section 11.1 hereof). Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall be not conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to that Unit.

3.3 **Limited Common Elements.** The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or multiple Units as an inseparable appurtenance thereto as designated as such in this Declaration (including but not limited to any exhibit attached hereto), included in the Plat, or which by nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following: (a) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; (b) perimeter doors and windows, including skylights, and sliding glass doors if any, which serve exclusively a single Unit; (c) any system or component part thereof (including, without limitation, fireplace flues and chimneys, finances, fittings, housings, ducts, flues, shafts, electrical wiring and conduits) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit; (d) balconies, patios, fences and fenced in areas serving exclusively a single Unit or adjoining Units; (e) ceilings and floors separating different levels in a multi-level Unit; and (f) storage spaces or closets serving exclusively a single Unit or multiple Units, as designated in the Plat or by this Declaration (including, but not limited to any exhibit attached hereto).

3.4 **Use of Limited Common Elements.** Each Unit Owner and Occupant shall have the right to (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or Occupant, which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit, and (b) the use and possession of the Limited Common Elements serving the Unit of such Unit Owner or Occupant in common with one or more other Units, which use and possession shall be to the exclusion of all other persons except the Unit Owner or Occupant of any such other Unit to which such Limited Common Elements shall respectively appertain. The use of Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the Act or as expressly provided in this Declaration.

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## ARTICLE 4

### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.1 **Submission of Property to the Act.** The Parcel (as legally described in Exhibit A) and the Property is hereby submitted to the provisions of the Condominium Property Act of the State of Illinois.

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

4.3 **Easements.**

(a) **Encroachment.** In the event that (i) by reason of the construction, repair, settlement or shifting of the Building or any other improvements, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by any other Unit Owner; or (iii) by reason of the design or construction of utility and ventilation systems, any mains, pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case, valid easements for maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be, so long as such reason for use exists and as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner or has been created by the Unit Owner or his agent through intentional, willful or negligent conduct.

(b) **Easements for Utilities and Commercial Entertainment.** Any suppliers of utilities serving the Property and any person providing cable television or other similar entertainment to any Unit Owners or to the Property, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility



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and entertainment services, together with the reasonable right of ingress to and egress from the Property for said purpose; and the Board or Association may hereafter grant other or additional easements for utility or entertainment purposes and for other purposes for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of his Unit or any Limited Common Element serving his Unit, other than reasonably and temporarily). Each mortgagee of a Unit shall be deemed to consent to and be subordinate to any easement hereafter granted and also grants such power of attorney to the Board or Association to effectuate the foregoing. Easements are also hereby declared and granted to the Board and Association and to the suppliers of utilities or cable television or entertainment lines described above in this paragraph to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines, entertainment lines, components of the communications systems, if any, or structural components, which may run through the walls of a Unit and which constitute or will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries.

(c) **Easement in Favor of Association.** A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Building, and any suppliers of water or utility services to the Property, shall be entitled to reasonable access to, over and through the individual Units as may be required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements, or to service and take readings of any utility meters located within a Unit.

(d) **Easements to Run with Land.** All easements and rights described herein are easements appurtenant running with the land and, so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect (except where early termination is otherwise provided in this Declaration) and shall inure to the benefit of and be binding on the Association 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 respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

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## 4.4 Use of the Common Elements.

(a) **General.** Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases, easements or licenses made by or assigned to the Board) in common with the other Unit Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit Ownership owned by such Unit Owner, and such other incidental uses as are permitted by this Declaration. Use of Limited Common Elements shall be governed by Section 3.4 of this Declaration. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, and rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant licenses or concessions, or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, licenses, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

(b) **Guest Privileges.** The aforementioned rights shall extend to the Unit Owner and Occupants, members of the immediate family, guests, visitors, agents, servants, invitees, customers and licensees of the Unit Owner, subject to reasonable rules and regulations adopted or prescribed by the Association with respect thereto.

(c) **Disclaimer of Bailee Liability.** Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Unit Owner shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

## 4.5 Maintenance, Repairs and Replacements.

(a) **By the Association.** The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions, if any, of each Unit which contributes to the support of the Building including all windows and window frames and all exterior doors, but excluding, however, other than set forth below, the interior surfaces of walls, ceilings and floors. In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 2.2 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under paragraph (b) below, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements (including, without limitation, maintenance, repair and replacement of any landscaping located within the Common Elements or which the Property is, or may become,



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responsible for pursuant to this Declaration, the Lakeshore East Master Declaration, the Aqua REA, or any statute, ordinance, rule, regulation or common law) shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association. All maintenance, repair, and replacement of individual air handler servicing a Unit shall be performed by the Association at the Unit Owner's sole expense.

The Association, at its expense, shall be responsible for the maintenance and repair of nail pops or cracks in walls, floors or ceilings (and any cracks in flooring or wall finishes) resulting from natural shrinkage, drying out of building materials, normal settlement of the Building, seasonal changes, normal habitation of the Units in the Building, wind loads or other normal movement of the components. The foregoing nail pop and crack responsibility shall exclude damage caused by or through the Unit Owner or resulting from the Unit Owner's neglect.

(b) **By the Unit Owner.** Except as otherwise provided in paragraph (a) above or paragraph (c) below, each Unit Owner shall furnish and be responsible for, at his or her own expense:

- (i) All of the maintenance, repairs and replacements within such Unit Owner's Unit, any stairway or elevator located wholly within and serving only such Unit, all interior doors appurtenant thereto, all screens, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, washer/dryers, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water and electricity to the Units, shall be furnished by the Board as part of the Common Expenses.
- (ii) All of the decorating within such Unit Owner's Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors and ceiling of such Unit Owner's Unit, and such Unit Owner shall maintain such portions in good condition at his or her sole expense as may be required from time to time. Each Unit Owner who shall elect to alter such Unit Owner's Unit by installing in any portion of such Unit (other than in bath and powder rooms) hard surface floor covering (i.e., tile, slate, ceramic, parquet, etc.) shall be first required to install a sound absorbent under cushion of such kind and quality as to restrict

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the transmission of noise to another Unit or as may otherwise be required by the Association. The Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Unit Owner. The interior surfaces of all windows forming part of a perimeter wall of a Unit and the exterior of the windows and sliding glass doors accessible and adjacent to the Unit's balcony shall be cleaned or washed by and at the expense of each respective Unit Owner. In order to prevent damage to the Common Elements and to insure a uniform appearance from the exterior of the Building, the use of and the covering of the interior surfaces of such windows, whether by draperies, shades, or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Board as may be imposed from time to time, which shall provide for notice to the management company prior to any such installation and the management company's approval of the method of installation as well as the design prior to any such installation.

- (iii) All of the maintenance, repair, and replacements of the Limited Common Elements benefiting such Unit Owner's Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein, provided, however, that no Unit Owner shall be responsible for the maintenance, repair or replacement of any portion of the Parking Area, whether or not such portion of the Parking Area constitutes a Limited Common Element unless such maintenance, repair, or replacement is caused by such Unit Owner, Occupant or their respective invitees in which event such Unit Owner shall pay such expense. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs, and replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to the Unit Owners benefited thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs, and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn

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statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

(c) In the event that any repair or replacement to the Common Elements (including the Limited Common Elements) is made necessary by reason of any act or occurrence for which insurance is maintained by the Board pursuant to Section 5.8 hereof and for which insurance proceeds are available as provided in Section 8.1 hereof, the Association, at its expense to the extent of such proceeds, and subject to Section 4.6 hereof, shall be responsible for the repair or replacement of such Common Elements.

(d) **Nature of Obligation.** Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement of the Common Elements or the Units or any portion or parts thereof, but the Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board or Association for any work ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board or Association.

4.6 **Negligence of Unit Owner.** If, due to the willful misconduct or negligent act or omission of a Unit Owner, or of a member of the Unit Owner's family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be charged as a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

4.7 **Joint Facilities.** To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owner shall be in all respects reasonable as it affects the other Unit Owners.

4.8 **Additions, Alterations or Improvements.**

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Unit Owners benefited thereby) the cost of the additions, alterations, or improvements to the Common Elements. The cost of any such work to the Common Elements may be paid out of a special assessment.

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(b) Except as otherwise provided in Section 7.1(a) hereof, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by a Unit Owner to his Unit where such work alters the wall or partition, configuration, ceiling, perimeter doors or windows, terrace, floor load or otherwise affects the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder without the prior written consent of the Board. Further, any such addition, alteration or improvement of a Unit shall conform with structural or engineering drawings prepared or reviewed and approved by an architectural or engineering firm selected by the Board. The cost of such drawings or review and approval shall be paid by the Unit Owner. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner under this Section 4.8(b) upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional costs of maintenance or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions, which actions shall not be exclusive of the remedies available to the Board under Section 10.2 hereof:

(1) Require the Unit Owner to remove the addition, alteration or improvement and restore the Property to its original condition, all at the Unit Owner's expense; or

(2) If the Unit Owner refuses or fails to properly perform the work required under (1), the Board may cause such work to be done and may charge the Unit Owner for the cost thereof as determined by the Board; or

(3) Ratify the action taken by the Unit Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

4.9 **Master Television System.** Each Unit (other than the Unit Parking Spaces) has been equipped with at least one outlet activated for connection to the master television antenna and/or cable system (hereinafter collectively referred to as "Master Television System") serving the Building, which outlet and systems are integral parts of the Common Elements. Additional outlets for connection to the Master Television System are obtainable only as authorized by the Association and may be installed only by the firm or individual authorized by the Board or Association to make such installation, with the prior approval of the Board or the Association and the payment of any required additional fees. Unit Owners and Occupants are prohibited from making any modifications to or tampering with said outlet and from making any connections to the Master Television System, and the Board or



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Association may charge any Unit Owner with the cost of locating and removing any unauthorized connections thereto and of repairing any modifications thereto.

4.10 **Storage Areas.** The Storage Areas are a part of the Common Elements (except for the storage spaces designated on the Plat as Limited Common Elements), and include all Storage Spaces, provided, however, certain Storage Spaces shall be deemed Limited Common Elements appurtenant to each Unit Owner's Residential Unit, as designated on the Plat and Exhibit B to this Declaration. The Board or the Association may allocate Storage Spaces on such basis and at such fees as the Board or the Association deems appropriate and may prescribe such rules and regulations with respect to the Storage Areas as it may deem fit. Notwithstanding anything contained herein to the contrary, any Storage Spaces that are installed in the Building, but are not specifically designated on Exhibit B as appurtenant to a Residential Unit are hereby designated as part of the Common Elements.

4.11 **Street and Utilities Dedication.** At a meeting called for such purpose, two-thirds (2/3) or more of the Unit Owners may elect to dedicate a portion of the Common Elements to a public body for use as, or in connection with, a street or utility.

4.12 **Parking.** The Parking Area includes all Unit Parking Spaces and certain parking spaces which are Limited Common Elements (as designated on the Plat). Further, the Board or Association may prescribe such rules and regulations with respect to the Parking Area as it may deem fit, all subject to the terms and conditions hereof and in compliance with the Act. Subject to compliance with the terms and conditions established for a use of a Unit Parking Space, the Unit Owner of a Unit Parking Space shall have the right to use the Unit Parking Space for the parking of a single passenger vehicle or single motorcycle, except that (i) the following Parking Spaces shall have the right to park two (2) passenger vehicles: LL2-23, LL2-24, LL2-25, LL2-26, LL2-27, LL2-28, LL2-29, LL2-30, LL2-31, LL2-34, LL2-35, LL2-71, LL2-72, LL2-106, LL2-107, LL2-108, LL3-20, LL3-23, LL3-24, LL3-25, LL3-26, LL3-27, LL3-28, LL3-29, LL3-30, LL3-31, LL3-34, LL3-88, LL3-89, LL3-105, LL3-106, LL3-107, LL4-23, LL4-24, LL4-25, LL4-26, LL4-27, LL4-28, LL4-29, LL4-30, LL4-31, LL4-34, LL5-23, LL5-24, LL5-25, LL5-26, LL5-27, LL5-28, LL5-29, LL5-30, LL5-31, and LL5-32), and (ii) the following Parking Spaces shall be permitted to park one (1) single passenger vehicle and one (1) motor scooter or motorcycle: LL2-88, LL2-89, LL4-1 and LL4-2. The Unit Parking Spaces shall not be used to park any vehicle other than the foregoing, nor for any other purpose, including, without limitation, any repair work on, or exterior cleaning of, such vehicle.

## **ARTICLE 5**

### **ADMINISTRATION**

5.1 **Administration of Property.** The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board"), which shall consist of seven (7) persons who shall be elected in the manner hereinafter set forth. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, limited liability company, trust or other legal

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entity other than a natural person or persons, then any agent designated in writing by such corporation, partnership, limited liability company, or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board. If a Unit Owner owns more than one Unit Ownership and is a corporation, partnership, limited liability company, trust or other legal entity, other than a natural person or persons, then any number of agents or beneficiaries of such Unit Owner may be directors, provided that the number of such Unit Owner's agents or beneficiaries who become directors shall not exceed the number of Unit Ownerships owned by such Unit Owner. If a director fails to meet such qualifications during his term, he or she shall thereupon cease to be a director, and his or her place on the Board shall be deemed vacant.

5.2 **Association.** The Association has been formed as a not for profit corporation under the General Not for Profit Corporation Act of 1986 of the State of Illinois and for the purposes and having the powers prescribed in the Act, and having the name (or a name similar thereto) AQUA AT LAKESHORE EAST CONDOMINIUM ASSOCIATION and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the "Board of Managers" for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as he or she shall be a Unit Owner, and such membership shall automatically terminate when he or she ceases to be a Unit Owner, and upon the transfer of his or her ownership interest the transferee thereof shall likewise succeed to such membership in the Association. The Association shall have one class of membership.

## 5.3 **Voting Rights.**

(a) There shall be one Voting Member for each Unit Ownership. Such Voting Member may be the Unit Owner or one of the group composed of all the owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners or his duly authorized attorney-in-fact to act as proxy on his or their behalf and who must be a Unit Owner. Such designation shall be made in writing to the Board, shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or his duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of execution unless otherwise provided in the proxy. Any or all such Unit Owners may be present at any meeting and, furthermore, may vote or take any other action as a Voting Member to the extent provided in Section 5.3(b) hereof. If a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation, limited liability company, or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, member, manager, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of



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votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit B; provided that when thirty (30%) percent or fewer of the Units, by number, possess over fifty (50%) percent in the aggregate of the votes in the Association, any percentage vote of Unit Owners specified herein shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

(b) In the event the Voting Member is other than the Unit Owner, is not present at a meeting of the Association and has not voted by proxy, then if the Unit Owner is present, such owner shall be entitled to cast all of the votes allocated to the Unit. In the event the ownership of a Unit is composed of multiple owners and the Voting Member is not present and has not voted by Proxy, then if only one of the multiple owners of a Unit is present, such owner shall be entitled to cast all of the votes allocated to that Unit Ownership. In the event more than one owner of a Unit Ownership is present, but not the Voting Member, who has not voted by proxy, the votes allocated to that Unit Ownership may be cast only in accordance with the agreement of a majority in interest of the group of owners comprising the Unit Owner who are present. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts the votes allocated to that Unit Ownership without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit Ownership.

## 5.4 Meetings.

(a) **Quorum.** Meetings of the Unit Owners shall be held at the Property or at such other place in the City, as may be designated in any notice of a meeting. The presence in person or by proxy at any Unit Owners' meeting of Voting Members or other Unit Owners representing at least twenty (20%) percent of the Unit Ownerships shall constitute a quorum unless the Unit Owners, in accordance with the Act, provide otherwise. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Voting Members (or Unit Owners pursuant to Section 5.3(b)) having a majority of the total votes present at such meeting.

(b) **Annual Meeting.** There shall be an annual meeting of the Unit Owners on the second Tuesday of December of each year at 7:30 P.M., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Unit Owners in accordance with Sections 5.5 and 13.1 hereof.

(c) **Special Meetings.** Special meetings of the Unit Owners may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose provided, however, that the following matters shall require the approval of Voting Members (or Unit Owners pursuant to Section 5.3(b) hereof) having not less than two-thirds (2/3) of the total votes: (i) the merger or consolidation

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of the Association; (ii) the sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate by the Association on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by twenty percent (20%) of the Unit Owners, and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting, except that notice may be sent, to the extent the condominium instruments or rules adopted thereunder expressly so provide, by electronic transmission consented to by the Unit Owner to whom the notice is given, provided the director and officer or his agent certifies in writing to the delivery by electronic transmission. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted to the Unit Owners at special membership meetings shall be submitted by the Board.

**5.5 Notices of Meetings.** Notices of meetings of the Unit Owners required to be given herein may be delivered either personally or by mail to the designated Voting Member, addressed to each such person at the address given by the Unit Owner to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board by the Voting Members, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting. The Association shall furnish any Unit Owner, within ten (10) business days of receipt by it of a request therefor, the names, addresses, and the number of votes of each Unit Owner entitled to vote at each meeting to elect members of the Board. For purposes of this Section 5.5, a notice shall be deemed "delivered" upon compliance with the notice provisions set forth in section 13.1 hereof.

(a) Any notice required to be sent or received or signature, vote, consent or approval required to be obtained under any Condominium Instrument or any provision of the Illinois Condominium Property Act may be accomplished using the technology generally available at that time.

(b) The Association, Unit Owners and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any Condominium Instrument or any provision of this Illinois Condominium Property Act by use of any technological means that provides sufficient security, reliability, identification and verifiability.

(c) A verifiable electronic signature satisfies any requirement for a signature under any Condominium Instrument or any provision of the Illinois Condominium Property Act.

(d) Voting on, consent to and approval of any matter under any Condominium Instrument or any provision of this Illinois Condominium Property Act may be accomplished by electronic transmission or other equivalent technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

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(e) Subject to other provisions of law, no action required or permitted by any Condominium Instrument or any provision of the Illinois Condominium Property Act need be acknowledged before a notary public if the identity and signature of the person can otherwise be authenticated to the satisfaction of the Board of Directors or Board of Managers.

(f) If any person does not provide written authorization to conduct business using electronic transmission or other equivalent technological means, the Association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means.

(g) These subsections under Section 5.5 do not apply to any notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the Association to collect a Common Expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Illinois Condominium Property Act.

## 5.6 Board of Directors.

(a) Election. In all elections for members of the Board, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. At the first annual meeting following November 6, 2015, four (4) Board members shall be elected to a term of two (2) years, and along with the existing three (3) Board members elected in 2014 whose terms expire in 2016, the total number of persons on the Board shall be seven (7). For subsequent annual meetings, four (4) Board members shall be elected in odd-numbered years and three (3) Board members shall be elected in even-numbered years, provided that the total number of Board members shall not exceed seven (7) members and provided that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. The election as between candidates receiving the same number of votes shall be determined by lot. Any candidate for election to the Board, and such candidate's representative, shall have the right to be present at the counting of ballots at such election. Upon the adoption of appropriate rules by the Board (including rules to verify the status of the Unit Owner issuing a proxy or casting a ballot), elections may be conducted by secret ballot, whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself. All members of the Board shall be elected at large. The Unit Owners owning at least two-thirds (2/3) of the Unit Ownerships may from time to time at any annual or special meeting increase or decrease the term of office of Board members, provided that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services. The Board may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate. Any proxy distributed for Board elections by the Board must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

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## (b) Mail-In Ballot Election.

(i) Except as provided in subparagraph (ii) in connection with Board elections, a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, the proxy is invalid after 11 months from the date of its execution; and to the extent the condominium instruments or rules adopted thereunder expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the unit owner or the unit owner's proxy:

(ii) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners. Every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot. A ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner.

(iii) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subparagraph, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means as defined in Section 2 of the Act. Instructions regarding the use of electronic means for voting shall be distributed to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election meeting, and the Board shall give Unit Owners not less than twenty-one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more



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than seven (7) days before the instructions for voting using electronic or acceptable technological means is distributed to Unit Owners. Every instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. A Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby voiding any vote previously submitted by that Unit Owner.

(iv) If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within 14 days after the Board's approval of a rule adopted pursuant to subparagraph (ii), the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

(v) Votes cast by ballot under (ii) or electronic or acceptable technological means under (iii) above are valid for the purpose of establishing quorum.

(c) Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be held and conducted in accordance with such regulations as the Board may adopt; provided, however, that (i) each Unit Owner shall be entitled to notice, in the same manner as provided in Section 5.5 hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment; and (ii) the Board shall meet no less than four (4) times each year. A majority of the total number of members on the Board shall constitute a quorum. Any member of the Board may succeed himself or herself.

(d) (i) Except as otherwise provided in subsection (iii) below, in the event the Board adopts an annual budget or a supplemental budget or a separate or special assessment which would result in the sum of all regular and separate or special assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

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(ii) Any Common Expense not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners.

(iii) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions of item (i) above or item (iv) below. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(iv) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget shall be separately assessed and are subject to approval of two-thirds of the total votes of all Unit Owners.

(v) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (iii) and (iv), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

(c) The Board shall elect from amongst its members a President who shall preside over both its meetings and those of the Unit Owners, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto as provided herein and in the Act, a Secretary who shall keep the minutes of all meetings of the Board and of the Unit Owners and who shall, in general, perform all the duties incident to the office of the Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect from amongst the members of the Board. The term of office for each officer shall be until the next succeeding annual meeting of the Board, and until his successor shall be duly elected or appointed and qualified pursuant hereto. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he or she succeeds. Any officer may be removed for cause at any time by a vote of two-thirds (2/3) of the total membership of the Board at a special meeting hereof. Any officer may succeed himself or herself.

(f) Written notice stating the place, date and hour of any meetings of the Board shall be given not less than forty-eight (48) hours prior thereto, or such longer notice as the Act may separately require, unless a written waiver of such notice is signed by such Unit Owner before the meeting is convened, to: (i) each Unit Owner who has provided the Association with written authorization to conduct business by acceptable technological means, and (ii) to each other Unit Owner, by mail or delivery, and that no other notice of a meeting of the Board need be given to any Unit Owner.



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(Effective June 1, 2016). In addition, copies of notices of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting. The purpose for which the meeting is called shall be stated in the notice.

(g) Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held to discuss or consider information relating to: (i) litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) appointment, employment or dismissal of an employee, (iii) resolutions of rules and regulations of the Association, or (iv) a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

(h) Special meetings of the Board can be called by the President or twenty-five percent (25%) of the members of the Board.

(i) Any Board member may be removed from office by affirmative vote of the Voting Members representing at least two-thirds (2/3) of the Unit Ownerships, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose.

(j) Board members may participate in and act at any meeting of the Board of Directors in person, by telephonic means, or by use of any acceptable technological means whereby all persons participating in the meeting can communicate with each other; that participation constitutes attendance and presence in person at the meeting. (Effective June 1, 2016)

(k) Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by a vote of the Voting Members at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the Unit Owners called for such purpose. Vacancies may also be filled by the Board by a two-thirds (2/3) vote of the remaining members thereof at a special meeting of the Board which vacancy shall be filled until the next annual meeting of the Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding twenty (20%) percent of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Voting Members with twenty (20%) percent of the votes of the Association requesting such a meeting.

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5.7 **General Powers of the Board.** The Board shall have the following general powers:

(a) The Board may engage the services of an agent to manage the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board; provided, however, that any agreement for professional management, except as hereinafter provided, shall provide (i) for termination by the Board without cause upon ninety (90) days written notice without payment of a termination fee, and provide for termination by the Board with cause on thirty (30) days written notice without payment of a termination fee and shall have a term not to exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods, (ii) that the management agent to furnish a fidelity bond in such amounts and with such provisions as contained in Section 5.8(a)(v) hereof, and (iii) that upon reasonable prior notice from a Unit Owner, the management company will deliver a paid assessment letter to the requesting Unit Owner within two (2) business days after the request; provided, however, the management company may require the Unit Owner to pay any unpaid or delinquent assessments or other amounts owed by the Unit Owner pursuant to this Declaration, including any late charges, prior to issuing the paid assessment letter).

(b) The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance, repair or replacement or construction for which the Board is responsible or to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units.

(c) Except as otherwise provided in the budget, the Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay for from the maintenance fund any structural alterations to, capital additions to, or capital improvements of, the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration or unless required for emergency repair, protection or operation of the Common Elements) requiring an expenditure in excess of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) without in each case the prior written approval of Voting Members representing at least two-thirds (2/3) of the Unit Ownerships. Notwithstanding the foregoing or anything to the contrary contained in this Declaration, the foregoing limitations of this Section 5.7(c) shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. For the purposes of this Section 5.7(c) only, the phrase "repair, replacement, or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such area. Replacement of the Common Elements may result in an improvement over the original quality of such Common Elements or facilities; provided that, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board,

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upon written petition by the Voting Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the expenditure, the expenditure shall be deemed to be ratified, regardless of whether or not a quorum is present.

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

(e) The Board shall have the power and duty to provide for the designation, hiring, and removal of employees and other personnel, including lawyers and accountants, engineers or architects, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

(f) The Board shall have the power to exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in this Declaration or the Act. More specifically, the Board shall exercise for the Association all powers, duties and authority vested in it by law or this Declaration except for such powers, duties and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

- (i) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements in a neat and orderly manner;
- (ii) Preparation, adoption and distribution of the annual budget for the Property;
- (iii) Levying of assessments and collection thereof from Unit Owners and expenditure of amounts collected;
- (iv) Borrowing funds;
- (v) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;

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- (vi) Obtaining adequate and appropriate kinds of insurance;
- (vii) Purchasing and receiving conveyances of Unit Ownerships and owning, conveying, mortgaging, encumbering, leasing and otherwise dealing with Unit Ownerships conveyed to or purchased by it;
- (viii) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property (including, but not limited to, rules authorizing elections of Board members by secret ballot, whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, including rules to verify the status of the Unit Owner issuing a proxy or casting a ballot), after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations; however, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I to the Illinois Constitution, including but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a Condominium Unit;
- (ix) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (x) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements (to the extent the Association is responsible for such maintenance, repair or replacement) therein or accessible therefrom, or for making repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;
- (xi) Pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium and are not payable by Unit Owners directly,

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- (xii) Impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of this Declaration and rules and regulations of the Association;
- (xiii) By a majority vote of the entire Board, assign the Association's right to future income from Common Expenses or other sources, and mortgage or pledge substantially all of the remaining assets of the Association;
- (xiv) Record the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility where authorized by the Unit Owners under the provisions of Section 4.11 hereof;
- (xv) Record the granting of an easement pursuant to the provisions of Section 4.3 hereof and any instruments required under Sections 5.7(f)(vii) or (xiii) hereof or elsewhere in this Declaration;
- (xvi) Except to the extent limited by this Declaration and the Act, the Board shall have the power and duty to exercise the rights of, and perform all of the covenants and obligations imposed upon, the Association or the Unit Owners, and to execute any and all instruments required pursuant thereto;
- (xvii) Adoption and amendment of rules and regulations or a schedule for the purpose of coordinating and regulating construction and move-in by other Unit Owners and Occupants and other purposes permitted hereunder and under the Act; and
- (xviii) To reasonably accommodate the needs of a handicapped Unit Owner as required by the Federal Civil Rights Act of 1968, the Americans with Disabilities Act of 1990, the Illinois Human Rights Act and any applicable local ordinances in the exercise of its powers with respect to the use of the Common Elements or approval of modifications in an individual Unit.
- (xix) To record the granting of an easement for the laying of cable television or high speed internet cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act, and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television or bulk high speed internet service for all of the Units of the condominium on a bulk identical service and equal cost per Unit; and to assess and recover the



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expense as a common expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit;

- (xx) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;

(g) Subject to the provisions of Section 4.6 and Section 6.8 hereof, the Board for the benefit of all the Unit Owners shall acquire and shall pay as Common Expenses, the following:

- (i) Operating expenses of the Common Elements, including water, electricity, gas and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.
- (ii) Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and non-adverse to each other.
- (iii) Except as provided in Section 4.5 to the contrary, painting, cleaning, outside window washing, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the interior surfaces of the Units and of the perimeter doors appurtenant thereto, and repair of windows which the Unit Owners shall paint, clean, decorate, maintain, and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.
- (iv) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for pursuant to the terms of this Declaration and By-Laws, or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first-class condominium development or for the enforcement of the restrictions contained herein.



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- (v) Any amount necessary to discharge any mechanics' lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners.
- (vi) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Building, or if a Unit Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.
- (h) The Board, by a vote of at least two-thirds (2/3) of the persons on the Board shall, subject to the terms of this Declaration and the Act, have the authority to lease or to grant licenses, concessions, easements, leases and contracts with respect to any part of the Common Elements.
- (i) The Board shall have the power to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Voting Members representing not less than two-thirds (2/3) of the total votes.
- (j) The Association shall have no authority to forebear the payment of assessments by any Unit Owner.
- (k) The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children.

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(l) The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as defined in Section 18(a)(8) of the Act. The Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within 7 business days after the emergency event, and (ii) the general description of the actions taken to address the event within 7 days after the emergency event. The intent of the above provisions from the Illinois 99<sup>th</sup> General Assembly is to empower and support Boards to act in emergencies. (Effective June 1, 2016)

## 5.8 Insurance.

(a) The Board shall have the authority to and shall obtain insurance for the Property as follows:

(i) Physical damage insurance on the Property (but excluding additions, alterations, improvements and betterments to the Units whether made by Developer or Unit Owner), subject to the following conditions:

(A) Such insurance shall include property insurance (1) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (2) providing coverage for special form causes of loss, and (3) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Cover C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000.00, whichever is less. The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and

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ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners, or any other additions, alterations, or upgrades installed or purchased by any unit owner.

- (B) Replacement cost values are to be reviewed annually, and the insurance policy or policies shall be endorsed with an agreed amount clause. The cost of any and all appraisals for insurance purposes shall be Common Expenses.
- (C) Perils to be covered by such policies shall be no less than "all risk" or "special form" on real property and "broad form" named perils on personal property, and such other perils as may be deemed appropriate by the Board. The policies for such insurance shall contain an inflation guard endorsement, a building ordinance or law endorsement, a construction code endorsement, and a special condominium endorsement, if required.
- (ii) Commercial General Liability insurance covering personal injury and property damage insuring against hazards of premises/operation, products and completed operations, contractual liability, personal injury liability (with exclusions (a) and (c) deleted), independent contractors, and in connection with the ownership, existence, use or management of the property, and other extensions as deemed necessary by the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million Dollars (\$1,000,000.00) with respect to each occurrence. Such policy shall be endorsed to cover cross-liability claims of one insured against the other, and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner on account of the negligent acts of the Association or another Unit Owner. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements.

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- (iii) Umbrella Liability Insurance in excess of the required Commercial General Liability and Employer Liability policies in an amount deemed desirable by the Board, but in no event less than Two Million Dollars (\$2,000,000.00) with respect to each occurrence. Such policy shall be no less than "following form" coverage of the primary liability policies.
- (iv) Property and general liability insurance policies required to be carried by the Association must include each of the following provisions:
  - (a) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.
  - (b) The insurer waives its right to subrogation under the policy against any Unit Owner of the condominium or members of the Unit Owner's household and against the Association and members of the Board.
  - (c) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.
- (v) Worker's Compensation and Employer Liability (minimum amount \$100,000) as necessary to comply with applicable laws, including Voluntary Compensation to cover employees not covered under the Illinois statute for benefits.
- (vi) The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that

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it may not be cancelled for non-payment of any premiums or otherwise substantially modified without sixty (60) days' prior written notice to the Board and to all First Mortgagees.

- (vii) Directors and Officers Liability insurance in such amounts as the Board shall determine to be reasonable. Directors and officers' liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or this Declaration and By-Laws of the Association. The coverage required under the provision shall include, but not be limited to, coverage of: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance, and the coverage required by the provision shall include as an insured: past, present, and future board members while acting in their capacity as members of the board of directors; the managing agent; and employees of the board of directors and the managing agent.
- (viii) Boiler and Machinery insurance on a comprehensive, blanket basis covering all Building equipment machinery and apparatus consisting of, but not limited to, boilers, heating apparatus, fired and unfired pressure vessels, and their appurtenant equipment, air conditioning equipment and elevator equipment on a repair or replacement basis. Limits of liability shall be determined by the Board, but such limit shall be no less than Two Million Dollars (\$2,000,000.00) per accident.
- (ix) Such other insurance, which may include, without limitation, any or all of the following, in such amounts as the Board shall deem desirable; plate glass insurance; Errors and Omissions coverage for the directors of the Board; and Medical Payments coverage for members of the public (not Unit Owners) injured on the Property, without regard to liability of the Board or the Association.
- (x) If any improvements on the Property are within a Special Flood Hazard Area as shown on the applicable Flood Insurance Rate Map prepared by the Federal Emergency Management Agency, Flood insurance on the Common Elements, including all contents which are Common Elements, for an amount not less than one hundred percent (100%) of the full replacement cost thereof on a blanket basis, or the maximum coverage available through the National Flood Insurance Program, if less than full



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replacement cost. All of the requirements of Paragraphs (b) through (l) of this Section 5.8 applicable to the policy of insurance described in clause (i)(A) of Paragraph (a) of this 5.8 shall be applicable to the policy of insurance described in this clause (x).

The premiums for the above described insurance and bond, except as otherwise provided in this Section 5.8, shall be Common Expenses. Any management company holding reserve funds of the Association and other associations shall at all times maintain a separate account for each association provided, however, that for investment purposes, the Board may authorize the management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other associations. The management company shall at all times maintain records identifying all monies of each association in such investment accounts. The Board may also authorize the management company to hold all operating funds of the Association and other associations in a single operating account, but such management company shall at all times maintain records identifying all monies of each association in such operating account. Any operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditors of the management company.

(b) All insurance provided for in this Section 5.8 shall be effected under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Illinois and holding a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A/VII according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service. All such policies shall provide a minimum of sixty (60) days advance notice of modification or cancellation in writing to the insured thereunder unless such cancellation is for non-payment of premium, in which case ten (10) days' advance written notice shall be sufficient.

(c) All policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.8: (i) shall name as insured: the Board, as trustees for the Unit Owners, in the percentages established in Exhibit B to this Declaration; and shall also name as an assured the Insurance Trustee described in subparagraph 5.8 (f)(ii) hereof, as the respective interests of all of such assureds may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners, whether such other insurance covers their respective Units or the additions and improvements made by such Unit Owners to their respective Unit; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums or substantially changed without at least ten (10) days' prior written notice to the Board and the First Mortgagee of each Unit Ownership. Policies of insurance of the character described in clause (i) of Paragraph (a) of this Section 5.8 may contain an

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endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.8, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(d) All policies of insurance of the character described in clauses (ii), (iii), (iv), (v) and (vi) of Paragraph (a) of this Section 5.8 shall name as insureds the Association, the Board, its managing company, and the other agents and employees of such Association, Board and managing company and the Declarant and Developer in his or its capacity as a Unit Owner and Board member and shall also provide coverage for each Unit Owner (but as to the insurance described in Section 5.8(a)(iii) hereof, only with respect to those portions of the Property not reserved for their exclusive use). In addition, all policies of insurance of the character described in clauses (i), (ii) and (iii) of Paragraph (a) of this Section 5.8 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, their respective employees and agents, and the Unit Owners and Occupants.

(e) The Association, for the benefit of the Unit Owners and the First Mortgagee of each Unit Ownership, shall pay the premiums and obtain a binder on the policies of insurance described in Paragraph (a) of this Section 5.8 at least thirty (30) days prior to the expiration date of the respective policies, and upon written request therefor, shall notify the First Mortgagee of each Unit Ownership of such payment within ten (10) days after the date on which payment is made.

(f) Loss, if any, under any policies of insurance of the character described in this Section 5.8 shall be adjusted with the Board, which is hereby appointed as attorney-in-fact for each Unit Owner to represent the Unit Owners in any proceeding, negotiations, settlements, and agreements relating to such loss and the insurance proceeds on account of any such loss shall be paid and applied as follows:

- (i) To the Board, as trustee for each of the Unit Owners in their respective percentages of ownership in the Common Elements as established in this Declaration and each of the First Mortgagees, in the case of any one loss, of Fifty Thousand and No/100 Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is

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a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

- (ii) In the case of any one loss exceeding Fifty Thousand and No/100 Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to American National Bank and Trust Company of Chicago, which corporation is hereby designated by the Developer to act as trustee (the "Insurance Trustee") for the Board, each Unit Owner and each of the First Mortgagees pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this subparagraph (ii). If such entity (or its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million and No/100 Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees, and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost first for the repair or restoration of the damaged Common Elements, the bare walls, ceiling, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

- (g) Primary insurance. If at the time of a loss under the Association's policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.

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(h) Unit Owner's Insurance.

- (i) Each Unit Owner shall be responsible for (i) physical damage insurance on the personal property in his Unit and elsewhere on the Property, and any additions, alterations and improvements to his Unit (whether installed by such Unit Owner or any prior Unit Owner or whether originally in his Unit); (ii) Condominium Owners Insurance (HO-6A), with a minimum coverage of the full replacement costs of the personal property and improvements and betterments, and (ii) his additional living expense. All policies of casualty insurance carried by each Unit Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. For the purposes of Sections 5.8(g) and 5.8(h) hereof, "additions, alterations and improvements" shall mean any property (excluding personal property readily removable without damage to the Unit) attached to the Unit, including without limitation, carpeting, flooring, wall covering, paint, paneling, toilets, fixtures, and cabinetry.
- (ii) Each Unit Owner shall also obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or an Occupant or either of their respective guests, tenants, residents, or invitees, or regardless of any negligence originating from the Unit, with a minimum limit of liability of \$500,000 or such other amount as the Board may determine. The personal liability of a Unit Owner must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.
- (iii) Upon the purchase or acquisition of a Unit, each Unit Owner will provide the Board with certificates evidencing the coverages required hereunder.

(i) The Board shall not be responsible for obtaining physical damage insurance on any additions, alterations and improvements to a Unit or any personal property of a Unit Owner or any other insurance for which a Unit Owner is responsible pursuant to Section 5.8(g) hereof. In the event the Board does carry such insurance, and the premium therefor is increased due to additions, alterations or improvements of a Unit Owner, then the Board may charge a special assessment against such Unit Owner.



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(j) Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing company of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance or would be covered by insurance for which such Unit Owner is responsible pursuant to Section 5.8(g) hereof.

(k) The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Section 5.8 if the economic savings justifies the additional risk and if permitted by law; provided, however, that no deductible shall exceed one percent (1%) of the face amount of the insurance policy to which such deductible applies, and farther provided that funds to cover any deductible amounts shall be maintained as part of a capital account. The deductibles shall be on a per occurrence basis irrespective of the number of insureds suffering injury or damage. Expenses included within the deductible amount arising from insurable loss or damage shall be treated as Common Expenses.

(l) Deductibles. The Board of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

**5.9 Liability of the Board of Directors and Officers of the Association.** Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers, except for any acts or omissions finally adjudged by a court to constitute gross negligence or fraud. The Unit Owners (including the members of the Board and the officers of the Association in their capacity as Unit Owners) shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers of the Association, unless any such contract or act shall have been finally adjudged by a court to have been made fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or



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proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board or officers of the Association, shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Board on behalf of the Unit Owners shall be deemed to provide that the members of the Board are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

5.10 **Resale of Units.** In the event of a resale (i.e. any sale made after the initial sale) of any Unit Ownership by a Unit Owner, and within thirty (30) days after the written request by such Unit Owner, the Board shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, not to exceed the maximum amount prescribed by the Act, for providing such information.

In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an installment contract to purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this section "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967 as amended (765 ILCS 75/1).

## **ARTICLE 6**

### **COMMON EXPENSES**

6.1 **Preparation of Annual Budget.** On or before November 1 of each calendar year, the Board shall cause to be prepared a detailed proposed budget for the ensuing calendar year. Such budget shall take into account the estimated annual Common Expenses and cash requirements for the year, including wages, materials, insurance, services, supplies and all other Common Expenses, including a reasonable amount considered by the Board to be necessary for adequate reserves, including, without limitation, amounts to maintain a Capital

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Account (as hereinafter defined in Section 6.2) and an indication of which portions are intended for reserves, capital expenditures or repairs and payment of real estate taxes. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements and, to the extent that the assessments and other cash income collected from the Unit Owners during the preceding year are more or less than the expenses for the preceding year, the surplus or deficit shall also be taken into account. On or before November 15 of each year, the Board shall notify each Unit Owner in writing as to the proposed annual budget, provided, however, that such proposed annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. On or before January 1 of the ensuing calendar year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board (or as it may direct) one-twelfth (1/12) of his proportionate share of the Common Expenses for each year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. On or before April 1 of each calendar year following the initial meeting of the Unit Owners, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenses plus reserves. Such accounting shall, upon the written request of any Unit Owner, be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section 6.2 hereof. Each Unit Owner shall receive notice, in the same manner as is provided for meetings of the Unit Owners, of any meeting of the Board concerning the adoption of the proposed annual budget.

6.2 **Capital Account.** The Association shall segregate and maintain a special account to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Account"). The Board shall determine the appropriate level of the Capital Account based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements and maintenance, repairs and replacements necessary to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder and those matters set forth in Section 9(c)(2) of the Act. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Account and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any specific contingency reserve or the Capital Account, as applicable, which remains unallocated.

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6.3 **Separate Assessment.** If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a special or separate assessment against each Unit Owner for his proportionate share of such special or separate assessment. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

(a) Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

(b) Except as provided in subsection (d) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

(c) Any Common Expense not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners.

(d) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions of item (b) above or item (e) below. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(e) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget shall be separately assessed and are subject to approval of two-thirds of the total votes of all Unit Owners.

(f) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (d) and (e), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

6.4 **Failure to Prepare Annual Budget.** The failure or delay of the Board to give notice to each Unit Owner of the annual budget shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay his respective monthly assessment, as herein provided, whenever the same shall be determined, and in the absence of the annual or adjusted budget, the Unit Owner shall continue to pay monthly assessment at the then existing monthly

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rate established for the previous period until the monthly assessment which is due more than ten (10) days after notice is given of such new annual budget.

## 6.5 Records of the Association.

(a) The managing company or the Board shall maintain the following records of the Association available for inspection, examination and copying during normal business hours by the Unit Owners, First Mortgagees, Insurers and Guarantors and their duly authorized agents or attorneys:

(i) Copies of this Declaration (including the By-Laws) and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board, and the Association's books, records and financial statements shall be available.

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

(iii) The minutes of all meetings of the Association and the Board shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years.

(iv) Ballots and proxies relating thereto for all elections to the Board and for any other matters voted on by the Unit Owners shall be maintained for a period of not less than one (1) year; provided that if the Association has adopted the secret ballot process under Section 18 of the Act and under this Declaration, unless directed by court order, only the voting ballot excluding a Unit number or symbol shall be subject to inspection and copying.

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

(b) A reasonable fee may be charged by the Association or its Board for the cost of copying.

(c) Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the



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amount of any unpaid assessments or other charges due and owing from such Unit Owner.

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

6.7 **User Charges.** The Board may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities, or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expense may include such services and facilities provided to Unit Owners which the Board determines should not be allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 6.8, and the Board may elect to treat all or any portion thereof as Common Expenses.

6.8 **Non-Use and Abandonment.** No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or their Units.

## ARTICLE 7

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.1 The Property shall be occupied and used as follows:

(a) Each Residential Unit (or any two or more adjoining Residential Units used together) shall be used for residential purposes only and each Unit Parking Space shall be used only for the parking of a single passenger vehicle or single motorcycle, except as otherwise stated in Section 4.12 of this Declaration. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner, including, without limitation, walls separating said Units and hallways serving only said Units, may be altered, removed or made part of said Units to afford ingress and egress to and from such adjoining Units, and new walls obstructing such hallways may be added to the Common Elements; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish to the Board not less than thirty (30) days prior to the date the Unit Owner desires to commence such work all plans detailing the work to be done; (iii) the Board consents to the performance of such work and grants permission to the Unit Owner to use such



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Common Elements as Limited Common Elements; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; and (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together; provided, however, that the foregoing subsections (ii) through (v) shall not apply to the Developer or to the Declarant.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose, in areas which are Limited Common Elements serving exclusively the Unit of the Unit Owner obstructing same and in areas made part of a Unit in accordance with Section 7.1(a) hereof) without the prior consent of the Board or except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Nothing shall be done or kept in any Unit or in the Common Elements serving the Units which will increase the rate of insurance on the Building or contents thereof without the prior written consent of the Board. In any case, the Unit Owner shall be responsible for payment of any such increase. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements, which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) In order to enhance the sound conditioning of the Building, the floor covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations of the Board and by Section 4.5(b)(ii) hereof; provided, however, that the floor covering existing in any Unit as of the date of the recording of this Declaration shall be deemed in compliance with any such rules and regulations.

(e) No animals or reptiles of any kind shall be raised, bred or kept in any Unit, except, with respect to Residential Units, for dogs, cats, small birds and fish of a Unit Owner or an Occupant, but not to exceed two such pets per Unit (or such greater number as the Board shall approve in writing), provided that any such animals are of a breed or variety commonly kept as household pets in high-rise buildings, are not kept or bred for any commercial purpose, are not allowed to run loose on the Property, and do not, in the judgment of the Board, constitute a nuisance to others. Except as provided in a rule or regulation adopted by the Board, no pet shall be allowed in the Common Elements of the Building, except for ingress and egress and then only via the service elevators of the Building. Any pet causing or creating an unreasonable disturbance, nuisance or noise shall be permanently removed from the Building upon ten (10) days' written notice from the Board. The Board shall have the sole discretion to determine whether such a disturbance, nuisance or noise exists. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in such Unit Owner's or Occupant's Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements or anywhere on the Property. The Board may from time to time adopt rules and regulations governing the

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keeping of pets in the Units. Such rules and regulations may prohibit certain species of pets or pets (including certain breeds or dogs, cats, small birds, and fish) of more than a specified weight from being kept in the Units.

(f) 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 Unit Owners or Occupants or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

(g) Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the Building, or which would structurally change the Building, except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the managing agent, acting in accordance with the Board's direction. No Unit Owner shall overload the floors of any Unit. Any furnishings which may cause floor overloads shall not be placed, kept or used in any Unit except only in accordance with advance written Board approval.

(h) No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles (including, without limitation, "for sale" signage, "for rent" signage or any other signage) outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, dish or other receptive or transmitting device, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the managing agent, acting in accordance with the Board's direction.

(i) Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in any area constituting part of the Common Elements except for such articles as may be stored in the Storage Spaces.

(j) No use of a Unit shall be conducted, maintained or permitted to the extent same is in violation of the uses permitted hereunder or under any applicable laws, statutes, codes, regulations or ordinances governing the Property from time to time.

(k) The Unit restrictions in paragraph (a) of Section 7.1 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his or her personal or professional library therein; (ii) keeping his or her personal business or professional records or accounts therein; (iii) handling his or her personal business or

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professional telephone calls or correspondence therefrom; (iv) maintaining a computer or other office equipment within the Unit; or (v) utilizing secretarial help and having occasional business visitors. Such uses are expressly declared customarily incident to the principal resident use and not in violation of paragraph (a) of this Section 7.1. Notwithstanding the foregoing, no Unit Owner shall suffer or permit the regular or consistent entry of customers or clients.

(l) The provisions of the Act, this Declaration and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit Ownership and shall be deemed to be incorporated in any lease executed in connection with a Unit Ownership. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. The Association may prohibit a tenant from occupying a Unit until the Unit Owner complies with the leasing requirements prescribed in Article 12 hereof or as may be adopted by the Association. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by a tenant of any covenants, rules, regulations or by-laws, without excluding any other rights or remedies. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the Unit Owner and the Unit Owner's lessee in the event of any violation of this sentence or of any other provision of this Declaration concerning Unit Ownership leasing, without excluding any other rights or remedies.

(m) Each Unit Owner shall deposit with the Board duplicate keys for all locks required for entry to such Unit Owner's Unit and Storage Space.

(n) Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used herein, "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of

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lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

7.2 **Access Easement to the Parking Area.** Declarant acknowledges on behalf of the Association and each Unit Owner that the Parking Area can only be accessed by entering, and traveling through, the adjacent parking area (the "Apartment Parking Area") owned by the Apartment Owner (as defined in the REA). Pursuant to Section 6.3 of the Aqua REA, each Unit Owner has been granted a nonexclusive easement for ingress and egress in, over, on, across and through the Apartment Parking Area to obtain access to the Parking Area.

(a) No Unit Owner shall use any portion of the Apartment Parking Area for any use other than accessing the Parking Area and such prohibited uses shall include, but shall not be limited to, parking, standing, stalling, loading, unloading, delivery or dispatch of materials, supplies and goods within the Apartment Parking Area. Upon the violation of either this Section 7.2 or of Section 6.3 of the Aqua REA, the Association shall be entitled to the rights and remedies set forth in Article 10 hereof.

(b) The Association and each Unit Owner further agrees that Apartment Owner shall have the right (i) to impose limitations on the use of the easement by Unit Owners or their guests, invitees, occupants or residents, and (ii) to install security controls (including, but not limited to, transponders, security cameras, fobs, or other electronic devices) designed to prevent the unauthorized use (including, but not limited to, parking, standing, stalling, loading, unloading, delivery or dispatch of materials, supplies and goods) of the Apartment Parking Area. Further, either the Association or Apartment Owner shall have the right to impose fines on or restrict access to the Apartment Parking Area for, any Unit Owner, its guests, invitees, occupants or residents engaged in any unauthorized use of the Apartment Parking Area.

## **ARTICLE 8**

### **DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING**

8.1 **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 Capital Accounts, shall be sufficient to pay the cost of repair, restoration or reconstruction, then such restoration, repair, replacement or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Capital Account 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



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destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in Article 9 hereof or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act as therein provided, then such restoration, repair, replacement or reconstruction shall not be undertaken. In the event such restoration, repair, replacement or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

## 6.2 Insufficient Insurance.

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

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the unanimous affirmative vote of the Voting Members at a meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

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



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thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

8.3 **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. 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, and the other Unit Owners' percentages shall be correspondingly increased. 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, and the Association is hereby appointed as attorney-in-fact for each Unit Owner to represent the Unit Owners in any condemnation proceedings, or in negotiation, settlements and agreements with the condemning authority relating to such 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 percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

8.4 **Repair, Restoration or Reconstruction of the Improvements.** As used in this Article, "restoration, repair, replacement 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 First Mortgagees of Unit Ownerships, representing at least sixty seven percent (67%) of the votes in the Association. Any repair, restoration or reconstruction shall be in accordance with law and this Declaration.

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## ARTICLE 9

### SALE OF THE PROPERTY

9.1 **Sale.** At a meeting duly called for such purpose and attended by all Unit Owners, the Unit Owners by affirmative vote of Unit Owners who own seventy-five percent (75%) or more in the aggregate of the entire percentage ownership interest in the Common Elements may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale is approved, the Board shall give written notice of such action to each First Mortgagee. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.

## ARTICLE 10

### REMEDIES

10.1 **Violations.** Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth in Section 10.2 of this Declaration:

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to Sections 4.5, 4.6, 4.8 and, Article 6, or other provisions of this Declaration, for thirty (30) days after written notice of such non-payment shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to cure such failure if such Unit Owner has been given three (3) or more notices pursuant to this Section 10.1(a) during the twelve-month period immediately preceding the first day of such failure.

(b) Violation or breach by a Unit Owner or an Occupant of any provision, covenant or restriction of 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, and continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to correct such violation or breach if such Unit Owner has been given three (3) or more notices pursuant to this Section 10.1(b) during the twelve-month period immediately preceding the first day of such violation or breach.

10.2 **Remedies.** Upon the occurrence of any one or more of the events described in Section 10.1, 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, in the manner set forth in Section 13.1 hereof, of a notice to quit and deliver up possession,

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which right may be enforced by an action for possession under Article IX of the Illinois Code of Civil Procedure, as amended.

(b) For a violation or breach described in Section 10.1(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 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; provided, however, that no summary abatement shall be undertaken in connection with any alteration or demolition of improvements until judicial proceedings are instituted.

(c) Upon the occurrence of one of the events described in Section 10.1(a) hereof, including, without limitation, failure by a Unit Owner to pay his percentage share of Common Expenses or user charges, the Board shall have a lien on the interest of the defaulting Unit Owner in his Unit Ownership 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. Except as hereinafter provided, the lien provided for in this Section 10.2(c) shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall to the extent permitted by law, extinguish the lien described in this Section 10.2(c) for any sums which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit Ownership, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any sums with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit Ownership as provided in this Section 10.2(c).

(d) The Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit Ownership and thereupon an action may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring his interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all

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other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession.

(e) 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 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, any 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 (or such lesser rate charged by law should 18% be held to be in excess of the maximum legal rate allowable by law), shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property.

10.3 **Enforcement by Unit Owners.** Any aggrieved Unit Owner may enforce the provisions of this Declaration, the By-Laws, or any rules and regulations promulgated by the Board by an action at law or in equity against the defaulting Association or against the defaulting Unit Owner or Occupant upon a violation or breach described in Section 10.1(b) hereof against any person or persons either to restrain such violation or breach or to recover damages.



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## ARTICLE 11

### MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

11.1 **Mortgages.** The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit Ownership ("First Mortgagee") and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on a Unit ("Insurer or Guarantor") and the Unit number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of any default by a Unit Owner of that Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee of a Unit, as well as any other holder of a prior recorded mortgage on a Unit Ownership, who comes into possession of the Unit Ownership pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit Ownership which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Unit Ownership, whichever occurs first (except for any sums which are reallocated among the Unit Owners pursuant to the last sentence of Section 10.2(c) hereof).

(b) Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

- (i) to examine current copies of this Declaration, the By-Laws, the Articles of Incorporation of the Association, rules and regulations and the books, records and financial statements of the Association during normal business hours;
- (ii) to receive, without charge and within a reasonable time after such request, an audited financial statement for the Association for the preceding fiscal year, and an audited financial statement for each fiscal year must be available within one hundred twenty (120) days after the end of such fiscal year;
- (iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;
- (iv) to receive written notice of any decision by the Unit Owners to make a material amendment to this Declaration, By-Laws contained herein or Articles of Incorporation;



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- (v) to receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; and
- (vi) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

(c) No provision of this Declaration or the Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) Unless the First Mortgagees of all of the Unit Ownerships which are a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

- (i) by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of substantial loss to or condemnation of the Units or the Common Elements;
- (ii) change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and (2) determining the pro rata share of ownership of each Unit Owner in the Common Elements or rights to their use, except as provided in Sections 8.2 and 8.3 hereof;
- (iii) use hazard insurance proceeds for losses to any portion of the Property (whether to Units or to Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by the Act in case of substantial loss to the Units or the Common Elements.

(e) Unless the First Mortgagees of the individual Unit Ownerships representing the greater of (i) at least sixty-seven percent (67%) of the votes in the Association or (ii) at least sixty-seven percent (67%) of the total Residential Units in the Association, have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to do or permit to be done any of the following:

- (i) Adoption of an amendment to this Declaration which (aa) changes Section 10.2(c), (bb) changes Article 11 or any other

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provision of this Declaration which specifically grants rights to First Mortgagees, (cc) changes insurance and fidelity bond requirements, (dd) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Unit Ownership materially different from that presently contained in this Declaration or changes the provisions concerning the leasing of Unit Ownerships, (ee) changes the responsibility for maintenance and repair of any portion of the Property, (ff) changes any provisions of this Declaration concerning repair, restoration, or reconstruction of the Project; or (gg) changes any provisions of this Declaration to reduce reserves for maintenance, repair and replacement of Common Elements;

- (ii) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Property and except for the encumbrance, sale or transfer of the percentage of ownership in the Common Elements in connection with the encumbrance, sale or transfer of a Unit Ownership or the lease, license, concession or grant of easement with respect to the Common Elements permitted by this Declaration);
- (iii) The sale of the Property;
- (iv) The removal of all or a portion of the Property from the provisions of the Act and this Declaration; or
- (v) The effectuation of a decision by the Association to terminate professional management and assume self-management of the condominium.

(f) Upon specific written request to the Association, each First Mortgagee, Insurer or Guarantor of a Unit Ownership shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements or the Unit Ownership that is subject to such First Mortgagee's, Insurer's or Guarantor's mortgage.

(g) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of the Unit Ownership involved will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a

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Unit Ownership or other party to priority over such First Mortgagee with respect to the distribution of the proceeds of any award or settlement.

(h) Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within thirty (30) days after making the request for consent, provided such request was delivered by certified mail, return receipt requested or such other reliable method provided such method provides for a signature upon receipt or delivery.

## ARTICLE 12

### TRANSFER OF A UNIT

12.1 **Unrestricted Transfer.** Subject to Section 12.2 hereof, a Unit Owner may, without restriction under this Declaration, sell, give, devise, convey, mortgage, lease or otherwise transfer his entire Unit. Notice of such transfer shall be given to the Board, in the manner provided herein for the giving of notices, within five (5) days following consummation of such transfer.

12.2 **Limits on Lease Terms.** (a) No Unit shall be leased by a Unit Owner for hotel or transient purposes and no portion of a Unit which is less than the entire Unit Ownership shall be leased, without the prior written consent of the Board or the managing agent of the Property acting in accordance with the Board's direction. The lessee under every lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Each and every lease of a Unit Ownership shall be subject to rules and regulations enacted by the Board, shall be in writing, and the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed or prior to occupancy, whichever occurs first. The provisions of Sections 12.1 and 12.2 shall not apply to a transfer or lease of a Unit, or interest therein, by or to the Board or the Declarant (or Developer), and neither Section 12.1 nor Section 12.2 may be amended or deleted without the prior written consent of Declarant and Developer, so long as either Declarant or Developer own any Units.

(b) "Unit" shall be deemed to include a Residential Unit and/or a Unit Parking Space, as defined by Article I of this Declaration, provided, however, that subsections (c), (d), (e), and (f) below shall not be applicable to the Unit Parking Spaces and such Unit Parking Spaces shall not be utilized in calculating the number of Units leased in those subsections.

(c) ***Current Unit Owners.***

(1) A Current Unit Owner in the Association is Unit Owner who takes title to his/her Unit on or before November 6, 2015. All Current Unit Owners who

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are currently leasing their Units on the effective date of this provision may continue to lease their Units, subject to the provisions set forth below.

(2) Each Current Unit Owner who desires to lease his/her Unit after November 6, 2015 shall submit a written request to the Board and/or managing agent. Whenever forty percent (40%) or more of the total number of Units at the Association are being leased, no other Units may be leased by a Current Unit Owner except as set forth below, and such Unit Owner's name will be added to a waiting list to be maintained by the Board or the managing agent. This Section shall be administered in accordance with the Waiting List Rules, as approved and amended by the Board of Directors from time to time.

(d) *Future Unit Owners.*

(1) A Future Unit Owner is a Unit Owner who takes title to a Unit in the Association after November 6, 2015.

(2) A Future Unit Owner who desires to lease his Unit may submit a written request to the Board and/or managing agent. Whenever thirty percent (30%) or more of the total number of Units at the Association are being leased, no other Units may be leased except as set forth below, and such Unit Owner's name will be added to a waiting list to be maintained by the Board or the managing agent. This Section shall be administered in accordance with the Waiting List Rules, as approved and amended by the Board of Directors from time to time.

(e) The status of being a Current Owner and the right to lease of any Unit Owner shall not transfer with a change in ownership and may not be granted, deeded, devised, gifted, bequeathed, assigned or transferred to another party, or granted, deeded, devised, gifted, bequeathed, assigned or transferred with the Unit except for the following:

(1) The status of being a Current Owner and the right to lease of any Unit Owner shall transfer with the Unit if title to the Unit transfers to a spouse or former spouse.

(2) The status of being a Current Owner and the right to lease of any Unit Owner shall also transfer if title to the Unit transfers into a revocable trust controlled by the Unit Owner or the spouse or former spouse.

(f) Once a Unit Owner is granted the right to lease, that Unit Owner shall be entitled to lease for a term that is for twelve (12) months or more. Upon expiration of a lease term, the Unit Owner shall be permitted to continue leasing the Unit for terms of at least twelve (12) months as long as the Unit Owner notifies Management and obtains a tenant, as set forth in the Leasing Rules. Notwithstanding the foregoing, the Board may permit a term shorter than twelve months upon a request and good cause shown by the Unit Owner.

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(g) The term "leasing of units" includes a transaction wherein the title holder of a Unit, who does not reside therein, permits its occupancy by persons not on title, regardless of whether a formal written lease exists or if money or any other form of consideration is paid therefore, except as provided later in this subparagraph. Additionally, the term "leasing of Units" shall include any transaction wherein possession of a Unit is provided prior to transfer of title. Notwithstanding the foregoing,

- (1) if the Unit Owner is a corporation, partnership or other business entity, a transaction in which such Unit Owner allows an agent, employee, shareholder, partner or director in the entity to reside in the Unit shall not be considered a lease; and
- (2) a transaction in which there is no written lease agreement plus the Unit Owner does not receive compensation or other form of payment for the provision of housing shall not be considered a lease.

In both of those exceptions to what is defined as a lease, the provisions requiring notification to Management and subparagraphs (i) through (n) below shall be applicable.

(h) Hardship: The Board reserves the authority, in its sole discretion, to consider hardship applications from Unit Owners, requesting a hardship waiver of the leasing restrictions in order to lease a Unit, in accordance with the procedure established in the Association's Rules and Regulations.

(i) Subleasing of a Unit is prohibited.

(j) All Unit Owners who lease their Units are responsible for ensuring that their tenants are aware of and abide by the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.

(k) In the event a Unit Owner or tenant violates any provision set forth herein or in the Governing Documents, said Unit Owner may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(l) In addition to the authority to levy fines against the Unit Owner for violation of these leasing restriction provisions or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or tenant, and/or action for injunctive and other equitable relief, or an action at law for damages.

(m) Any action brought on behalf of the Association and/or the Board of Directors to enforce these provisions shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.



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(n) All unpaid charges including legal fees as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(o) These provisions shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

12.3 **Financing of Purchase by Association.** The Board shall have authority to make such mortgage arrangements and other financing arrangements, and to authorize such special assessments proportionately among the respective Unit Owners, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit Ownership, or interest therein, by the Association.

12.4 **Effect of Non-Compliance.** If any sale, assignment, lease or sublease of a Unit Ownership is attempted or consummated without complying with the provisions of this Article 12, such sale, assignment, lease or sublease shall be subject to the rights and options of the Board, and remedies available to the Board, hereunder or otherwise, including without limitation denial or termination of possession of the Unit.

12.5 **Miscellaneous.**

(a) The Association shall hold title to or lease any Unit Ownership, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, mortgage, lease or sublease said Unit Ownership on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit be sold (other than pursuant to a foreclosure or deed in lieu of foreclosure) for less than the amount paid by the Association to purchase said Unit Ownership unless Unit Owners owning not less than seventy-five (75%) of the total ownership of the Common Elements first authorize the sale for such lesser amount. All of the net proceeds from such a sale, mortgage, lease or sublease shall be applied in such manner as the Board shall determine.

(b) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article 12, for the purpose of implementing and effectuating said provisions.

## **ARTICLE 13**

### **GENERAL PROVISIONS**

13.1 **Manner of Giving Notices.** Notices provided for in this Declaration and in the Act to be given to the Board or Association shall be in writing and addressed to the Unit address of each member of the Board or at such other address as otherwise provided herein. Notices provided for in this Declaration and in the Act to any Unit Owner shall be in writing

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and (i) sent electronically to each Unit Owner who has provided the Association with written authorization to conduct business by acceptable technological means, or (ii) sent to each other Unit Owner, by mail or delivery, at the Unit address, or at such other address as otherwise provided by the Unit Owner.

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 sent electronically, mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox at such address as is designated pursuant hereto.

13.2 **Notice to Mortgagees.** Upon written request to the Board, notices shall be given to a First Mortgagee as required under Article 11.

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

13.4 **Conveyance and Leases.** Each grantee by the acceptance of a deed of conveyance, each purchaser under Articles of Agreement for Deed, and each tenant under a lease for a Unit Ownership, 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.

13.5 **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.

13.6 **Change, Modification or Rescission.** Notwithstanding anything to the contrary contained herein, no provision of this Declaration affecting the rights, privileges and duties of the Declarant or Developer maybe modified without their respective written consent. The provisions of Article 11 and Sections 10.2, 13.12 and the following provisions of this Section 13.6 may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Vice-President of the Board, and by all of the Unit Owners and all First Mortgagees. Other provisions of this Declaration may be changed, modified or rescinded as provided in Section 13.12 hereof or by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the President or a Vice-President of the Board, and approved by the Unit Owners having, in the aggregate, at least sixty-seven (67%) of the total

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vote, at a meeting called for that purpose; provided, however, that (i) all First Mortgagees have been notified by certified mail of any change, modification or rescission, (ii) an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument and (iii) any provisions herein which specifically grant rights to First Mortgagees, Insurers or Guarantors may be amended only with the written consent of all such First Mortgagees, Insurers or Guarantors, except in those instances in which the approval of less than all First Mortgagees is required. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no such change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, quorum and voting requirements for action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Declaration or by the Act.

13.7 **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.

13.8 **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 (i) the rule against perpetuities or some analogous statutory provisions, (ii) the rule restricting restraints on alienation, or (iii) 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 former United States President, George Herbert Walker Bush.

13.9 **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.

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

13.11 **Assignments by Developer.** All rights which are specified in this Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any

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successor to, or assignee of the rights of the Developer hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Developer hereunder as fully as if named as such party herein. No party exercising rights as Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

13.12 **Lakeshore East Master Declaration**. The Property is subject to the terms and conditions contained in the Lakeshore East Master Declaration.

13.13 **ACM REA**. The Property is subject to the terms, conditions and provisions of the Aqua REA and the Board shall have the rights, duties and obligations imposed on the Condominium Owner (as such term is defined in the Aqua REA) by the Aqua REA. Declarant, for itself, the Association and each Unit Owner, acknowledges and agrees that it has granted certain easements to the other Owners, Occupants and Permittees (as such terms are defined in the Aqua REA), including certain easements for access through certain portions of the Property, all on and subject to the terms set forth in the Aqua REA. Further, the Declarant, for itself, the Association and each Unit Owner, acknowledges and agrees that the Association is obligated under Article 8 and Exhibit 8.5 of the Aqua REA to reimburse the Apartment Owner (as such term is defined in the Aqua REA) for certain costs and expenses incurred by the Apartment Owner for services provided to the Association and/or the Property, which services are referenced in Article 8 and further itemized in Exhibit 8.5 of the Aqua REA.

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STATE OF ILLINOIS        )  
                                          ) SS  
COUNTY OF COOK        )

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Aqua at Lakeshore East Condominium Association established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to this Amended and Restated Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended and Restated Declaration at a duly called meeting of the Board of Directors of the Aqua at Lakeshore East Condominium Association.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Directors of the Aqua at Lakeshore East  
Condominium Association

ATTEST:

\_\_\_\_\_  
Secretary

SUBSCRIBED AND SWORN to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public





**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION OF THE PROPERTY****CONDOMINIUM PARCEL:**

(LEVELS 53 thru 81)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 550.95 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 53 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 851.55 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE CEILING OF LEVEL 81 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 31.17 FEET SOUTH FROM THE NORTH LINE AND 1.87 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID; THENCE EAST, PARALLEL TO SAID NORTH LINE OF LOT 2, A DISTANCE OF 188.77 FEET; THENCE SOUTH, PARALLEL TO SAID WEST LINE OF LOT 2, A DISTANCE OF 107.94 FEET; THENCE WEST, PARALLEL TO SAID NORTH LINE OF LOT 2, A DISTANCE OF 188.77 FEET; THENCE NORTH, PARALLEL TO SAID WEST LINE OF LOT 2, A DISTANCE OF 107.94 FEET TO THE POINT OF BEGINNING;

**EXCEPTING THEREFROM****APARTMENT MECHANICAL PARCEL:**

(LEVEL 57)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 591.88 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 57 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 611.88 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 58 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 45.18 FEET SOUTH FROM THE NORTH LINE AND 43.50 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

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THENCE EAST, PERPENDICULAR TO THE WEST LINE OF LOT 2 AFORESAID, 44.67 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.00 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 16.17 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.00 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 44.67 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 26.54 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.19 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.39 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.00 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.39 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 61.12 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.00 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.28 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.00 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.84 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.00 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 16.75 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 26.54 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

BEGINNING AT A POINT 98.56 FEET SOUTH FROM THE NORTH LINE AND 43.50 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO THE WEST LINE OF LOT 2 AFORESAID, 22.65 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.00 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.25 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.00 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 49.52 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.43 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.00 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.43 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.09 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 26.54 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.92 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.00 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 49.67 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.00 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.92 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 26.54 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING 4 ELEVATOR PARCELS:

ELEVATOR NO. 4:  
(L.L-5 THRU L-59)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL

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QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -4.97 FEET BELOW CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR IN SAID ELEVATOR PIT NO. 4 BELOW LOWER LEVEL 5 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 630.71 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 60 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 73.73 FEET SOUTH FROM THE NORTH LINE AND 43.99 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO SAID WEST LINE OF LOT 2, A DISTANCE OF 10.42 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.00 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.42 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.00 FEET TO THE POINT OF BEGINNING.

ELEVATOR NO. 5:  
(LL-1 THRU L-56)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 40.33 FEET ABOVE CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 1 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 591.88 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 57 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 73.73 FEET SOUTH FROM THE NORTH LINE AND 82.74 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE SOUTH, PARALLEL TO THE WEST LINE OF LOT 2 AFORESAID, 8.58 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.17 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.58 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.17 FEET TO THE POINT OF BEGINNING.

ELEVATOR NO. 5:  
(LL-5 THRU L-56)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -4.97 FEET BELOW CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR IN SAID ELEVATOR PIT NO. 6 BELOW LOWER LEVEL 5 IN SAID BUILDING, AND BELOW A

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HORIZONTAL PLANE HAVING AN ELEVATION OF 591.88 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 57 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 73.73 FEET SOUTH FROM THE NORTH LINE AND 82.74 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO SAID WEST LINE OF LOT 2, A DISTANCE OF 9.17 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.58 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.17 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.58 FEET TO THE POINT OF BEGINNING.

ELEVATOR NOS. 7, 8:  
(LL-5 THRU L-76)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 40.33 FEET ABOVE CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 1 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 591.88 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 57 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 87.98 FEET SOUTH FROM THE NORTH LINE AND 73.58 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO SAID WEST LINE OF LOT 2, A DISTANCE OF 18.33 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.58 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 18.33 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.58 FEET TO THE POINT OF BEGINNING.

ELEVATOR NOS. 9, 10:  
(LL-5 THRU ROOF)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -6.05 FEET BELOW CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR IN SAID ELEVATOR PIT NOS. 9, 10 BELOW LOWER LEVEL 5 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 859.85 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 73.73 FEET SOUTH FROM THE NORTH LINE AND 99.58 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO SAID WEST LINE OF LOT 2, A DISTANCE OF 19.34 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.25 FEET; THENCE



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WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.34 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.25 FEET TO THE POINT OF BEGINNING.

ELEVATOR NOS. 11, 12:  
(LL-1 THRU ROOF)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 40.33 FEET ABOVE CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 1 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 859.85 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 87.98 FEET SOUTH FROM THE NORTH LINE AND 100.58 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO SAID WEST LINE OF LOT 2, A DISTANCE OF 18.33 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.58 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 18.33 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.58 FEET TO THE POINT OF BEGINNING.

CONDOMINIUM MECHANICAL 1:  
(ROOF)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 852.35 FEET ABOVE CHICAGO CITY DATUM, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 862.85 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 73.73 FEET SOUTH FROM THE NORTH LINE AND 77.59 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO THE WEST LINE OF LOT 2 AFORESAID, 20.00 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.83 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.00 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.83 FEET TO THE POINT OF BEGINNING.

CONDOMINIUM MECHANICAL 2:  
(ROOF)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL

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PLANE HAVING AN ELEVATION OF 859.85 FEET ABOVE CHICAGO CITY DATUM, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 870.35 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 73.73 FEET SOUTH FROM THE NORTH LINE AND 93.59 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO THE WEST LINE OF LOT 2 AFORESAID, 25.83 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.83 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.83 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.83 FEET TO THE POINT OF BEGINNING.

## CONDOMINIUM LL-5.1: (LOWER LEVEL 5)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 6.00 FEET ABOVE CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 5 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 13.70 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 4 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 73.73 FEET SOUTH FROM THE NORTH LINE AND 92.05 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO SAID WEST LINE OF LOT 2, A DISTANCE OF 7.86 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.71 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.47 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 14.11 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.61 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.97 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.44 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.97 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.81 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.83 FEET TO THE POINT OF BEGINNING.

## CONDOMINIUM LL-5.2: (LOWER LEVEL 5)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 6.00 FEET ABOVE CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 5 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 13.70 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 4 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT 55.88 FEET SOUTH FROM THE NORTH LINE AND 107.52 FEET WEST FROM THE EAST LINE OF LOT 2 AFORESAID;

THENCE WEST, PARALLEL TO SAID NORTH LINE OF LOT 2, A DISTANCE OF 25.97 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.70 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.50 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.00 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.53 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.30 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 32.00 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 30.00 FEET TO THE POINT OF BEGINNING.

## CONDOMINIUM 11-53: (LOWER LEVEL 4)

THAT PART OF LOTS 1, 1A AND 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 6.00 FEET ABOVE CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 5 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 13.70 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 4 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 135.58 FEET SOUTH FROM THE NORTH LINE AND 108.60 FEET WEST FROM THE EAST LINE OF LOT 2 AFORESAID;

THENCE SOUTH, PARALLEL TO SAID EAST LINE OF LOT 2, A DISTANCE OF 160.54 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.38 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.58 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.78 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.86 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 16.92 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.86 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.89 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.77 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.64 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.55 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.33 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.18 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 46.34 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 132.07 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.33 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 28.96 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 40.84 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.09 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.05 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.84 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.57 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.27 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.20 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 14.10 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.17 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.27 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED

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LINE, 3.10 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.60 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.24 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.48 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.13 FEET TO THE POINT OF BEGINNING.

## CONDOMINIUM LL-5 4:

(LOWER LEVEL 5)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 6.00 FEET ABOVE CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 5 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 13.70 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 4 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 86.35 FEET SOUTH FROM THE NORTH LINE AND 78.36 FEET WEST FROM THE EAST LINE OF LOT 2 AFORESAID;

THENCE SOUTH, PARALLEL TO SAID EAST LINE OF LOT 2, A DISTANCE OF 12.19 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.72 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.19 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.72 FEET TO THE POINT OF BEGINNING.

## CONDOMINIUM LL-4:

(LOWER LEVEL 4)

THAT PART OF LOTS 1, 1A AND 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 13.70 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 4 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.35 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 3 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 98.38 FEET SOUTH FROM THE NORTH LINE AND 44.00 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO SAID WEST LINE OF LOT 2, A DISTANCE OF 74.91 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 24.56 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.91 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.22 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.90 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.34 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.78 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.80 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.80 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.67 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.47 FEET; THENCE NORTH,



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PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.77 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.46 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 39.71 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.16 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.10 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.16 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 160.38 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.41 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.45 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 26.23 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.18 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.33 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.18 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 46.34 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 164.17 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 48.30 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.30 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.68 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.00 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.33 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.67 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.17 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 16.88 FEET TO THE POINT OF BEGINNING.

## EXCEPTING THEREFROM

### ELEVATOR NO. 18:

(LOWER LEVEL 5 THRU L-2)

THAT PART OF LOTS 1, 1A AND 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -4.97 FEET BELOW CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR IN SAID ELEVATOR PIT NO. 18 BELOW LOWER LEVEL 5 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 90.20 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 2 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 176.07 FEET SOUTH FROM THE NORTH LINE AND 180.97 FEET WEST FROM THE EAST LINE OF LOT 2 AFORESAID;

THENCE WEST, PERPENDICULAR TO SAID EAST LINE OF LOT 2, A DISTANCE OF 8.17 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.68 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.17 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.68 FEET TO THE POINT OF BEGINNING.

### CONDOMINIUM LL-4 2:

(LOWER LEVEL 4)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO,



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SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 13.70 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 4 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.35 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 3 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 43.65 FEET SOUTH FROM THE NORTH LINE AND 155.00 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;  
 THENCE EAST, PERPENDICULAR TO SAID WEST LINE OF LOT 2, A DISTANCE OF 20.00 FEET;  
 THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.20 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.47 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.07 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.97 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.73 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.50 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.53 FEET TO THE POINT OF BEGINNING.

CONDOMINIUM LL-3 1:  
 (LOWER LEVEL 3)

THAT PART OF LOTS 2, 3A AND 3B IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.35 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 3 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.95 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 2 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 0.81 FEET SOUTH FROM THE NORTH LINE AND 0.54 FEET EAST FROM THE WEST LINE OF LOT 3B AFORESAID;

THENCE EAST, PARALLEL TO THE NORTH LINE OF LOT 3B AFORESAID, 91.08 FEET;  
 THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 145.60 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 74.99 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 43.85 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 174.86 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 42.83 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 158.77 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 102.51 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.91 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.00 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.91 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.11 FEET TO THE POINT OF BEGINNING.

CONDOMINIUM LL-3 2:  
 (LOWER LEVEL 3)

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THAT PART OF LOTS 1, 1A AND 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.35 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 3 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.95 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 2 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 43.65 FEET SOUTH FROM THE NORTH LINE AND 2.64 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO SAID WEST LINE OF LOT 2, A DISTANCE OF 34.86 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.53 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.50 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 49.37 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.59 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.34 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.21 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.49 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.09 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.32 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.10 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.32 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.67 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.92 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.67 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.92 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.66 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.25 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.34 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.98 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.91 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.23 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.91 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.33 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.78 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.80 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.80 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.67 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.47 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.77 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.46 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 39.71 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.16 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.10 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.16 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 160.22 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.40 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.62 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.60 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.64 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.64 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.55 FEET; THENCE WEST, PERPENDICULAR

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TO THE LAST DESCRIBED LINE, 9.33 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.18 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 46.34 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 164.17 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 47.76 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.50 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 42.56 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 82.84 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.84 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.41 FEET TO THE POINT OF BEGINNING.

**EXCEPTING THEREFROM**

**ELEVATOR NO. 18:**  
(LOWER LEVEL 5 THRU L-2)

THAT PART OF LOTS 1, 1A AND 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 4.97 FEET BELOW CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR IN SAID ELEVATOR PIT NO. 18 BELOW LOWER LEVEL 5 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 90.20 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 2 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 176.07 FEET SOUTH FROM THE NORTH LINE AND 180.97 FEET WEST FROM THE EAST LINE OF LOT 2 AFORESAID;

THENCE WEST, PERPENDICULAR TO SAID EAST LINE OF LOT 2, A DISTANCE OF 8.17 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.68 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.17 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.68 FEET TO THE POINT OF BEGINNING.

**CONDOMINIUM LL-3 3:**  
(LOWER LEVEL 3)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 22.35 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 3 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.95 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 2 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 43.65 FEET SOUTH FROM THE NORTH LINE AND 155.00 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO SAID WEST LINE OF LOT 2, A DISTANCE OF 14.43



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FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.07 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.93 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.54 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.50 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.53 FEET TO THE POINT OF BEGINNING.

## CONDOMINIUM LL-2.1:

(LOWER LEVEL 2)

THAT PART OF LOTS 3A AND 3B IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.95 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 2 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 39.53 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 1 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 0.81 FEET SOUTH FROM THE NORTH LINE AND 0.84 FEET EAST FROM THE WEST LINE OF LOT 3B AFORESAID;

THENCE EAST, PERPENDICULAR TO THE WEST LINE OF LOT 3B AFORESAID, 150.08 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.11 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.25 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 45.04 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.25 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 16.62 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 59.09 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 58.82 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 91.08 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 101.49 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.91 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.00 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.91 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 27.11 FEET, TO THE POINT OF BEGINNING.

## CONDOMINIUM LL-2.2:

(LOWER LEVEL 2)

THAT PART OF LOTS 1, 1A AND 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.95 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 2 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 39.53 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 1 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 2 AFORESAID, BEING ALSO THE

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EAST LINE OF N. COLUMBUS DRIVE, THAT IS 43.82 FEET SOUTH FROM THE NORTHWEST CORNER THEREOF;

THENCE EAST, PERPENDICULAR TO SAID WEST LINE OF LOT 2, A DISTANCE OF 37.50 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.36 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.50 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 49.37 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.59 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.34 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.03 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.58 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.81 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.91 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.73 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.32 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.10 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.32 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.67 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.92 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.67 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.92 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.69 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.58 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 21.57 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.31 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.65 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.23 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.91 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.33 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.28 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.80 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.20 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.67 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.47 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.77 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.46 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 39.71 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.16 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.10 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.16 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 160.22 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.40 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.62 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.60 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.64 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.64 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.55 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.33 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.18 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 46.34 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 164.17 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 47.76 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.50 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 43.37 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH ALONG THE WEST LINE OF LOT 2 AFORESAID, 103.08 FEET TO THE POINT OF BEGINNING.



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## CONDOMINIUM WALKWAY:

### (LOWER LEVEL 2)

THAT PART OF LOTS 2 AND 3A IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.95 FEET ABOVE CHICAGO CITY DATUM, BEING THE UPPER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 2 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 39.53 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 1 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 0.20 FEET NORTH FROM THE SOUTH LINE AND 0.84 FEET EAST FROM THE WEST LINE OF LOT 3A AFORESAID;

THENCE EAST PARALLEL TO THE SOUTH LINE OF LOT 3A AFORESAID, 7.00 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 36.39 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.02 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 35.19 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.47 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.55 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.00 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 72.55 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.47 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 21.19 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.02 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 43.39 FEET TO THE POINT OF BEGINNING.

## CONDOMINIUM LEVEL 1:

### (LOWER LEVEL 1)

THAT PART OF LOTS 1 AND 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 39.53 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LOWER LEVEL 1 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 52.63 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 1 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 146.82 FEET SOUTH FROM THE NORTH LINE AND 152.50 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO THE WEST LINE OF LOT 2 AFORESAID, 23.93 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 34.03 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 53.74 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.01 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 29.81 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.02 FEET TO THE POINT OF BEGINNING.

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CONDOMINIUM L-1:  
(LEVEL L-1)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 52.63 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 1 IN SAID BUILDING, AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 72.70 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 2 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 43.32 FEET SOUTH FROM THE NORTH LINE AND 107.37 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO THE WEST LINE OF LOT 2 AFORESAID, 15.21 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.64 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.53 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.64 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 18.63 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.11 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.55 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.04 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.07 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.14 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.84 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.88 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.00 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.04 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.00 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.34 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.84 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.58 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 18.76 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.36 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.00 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.56 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 13.32 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 24.78 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.77 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.64 FEET; TO THE POINT OF BEGINNING.

CONDOMINIUM L-2:  
(LEVEL L-3)

THAT PART OF LOT 2 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 90.20 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 3 IN SAID BUILDING, AND BELOW A HORIZONTAL

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PLANE HAVING AN ELEVATION OF 111.20 FEET ABOVE CHICAGO CITY DATUM, BEING THE LOWER SURFACE OF THE FLOOR SLAB OF LEVEL 4 IN SAID BUILDING, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 41.52 FEET SOUTH FROM THE NORTH LINE AND 12.21 FEET EAST FROM THE WEST LINE OF LOT 2 AFORESAID;

THENCE EAST, PERPENDICULAR TO THE WEST LINE OF LOT 2 AFORESAID, 25.02 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.94 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 6.53 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.96 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.03 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.02 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.08 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.61 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.37 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.40 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 63.77 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.34 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 94.23 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 10.16 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 11.77 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.83 FEET; THENCE EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.39 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.85 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.50 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.19 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 25.02 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, 87.50 FEET; TO THE POINT OF BEGINNING.

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17-10-318-063-1001	17-10-318-063-1045	17-10-318-063-1089	17-10-318-063-1133
17-10-318-063-1002	17-10-318-063-1046	17-10-318-063-1090	17-10-318-063-1134
17-10-318-063-1003	17-10-318-063-1047	17-10-318-063-1091	17-10-318-063-1135
17-10-318-063-1004	17-10-318-063-1048	17-10-318-063-1092	17-10-318-063-1136
17-10-318-063-1005	17-10-318-063-1049	17-10-318-063-1093	17-10-318-063-1137
17-10-318-063-1006	17-10-318-063-1050	17-10-318-063-1094	17-10-318-063-1138
17-10-318-063-1007	17-10-318-063-1051	17-10-318-063-1095	17-10-318-063-1139
17-10-318-063-1008	17-10-318-063-1052	17-10-318-063-1096	17-10-318-063-1140
17-10-318-063-1009	17-10-318-063-1053	17-10-318-063-1097	17-10-318-063-1141
17-10-318-063-1010	17-10-318-063-1054	17-10-318-063-1098	17-10-318-063-1142
17-10-318-063-1011	17-10-318-063-1055	17-10-318-063-1099	17-10-318-063-1143
17-10-318-063-1012	17-10-318-063-1056	17-10-318-063-1100	17-10-318-063-1144
17-10-318-063-1013	17-10-318-063-1057	17-10-318-063-1101	17-10-318-063-1145
17-10-318-063-1014	17-10-318-063-1058	17-10-318-063-1102	17-10-318-063-1146
17-10-318-063-1015	17-10-318-063-1059	17-10-318-063-1103	17-10-318-063-1147
17-10-318-063-1016	17-10-318-063-1060	17-10-318-063-1104	17-10-318-063-1148
17-10-318-063-1017	17-10-318-063-1061	17-10-318-063-1105	17-10-318-063-1149
17-10-318-063-1018	17-10-318-063-1062	17-10-318-063-1106	17-10-318-063-1150
17-10-318-063-1019	17-10-318-063-1063	17-10-318-063-1107	17-10-318-063-1151
17-10-318-063-1020	17-10-318-063-1064	17-10-318-063-1108	17-10-318-063-1152
17-10-318-063-1021	17-10-318-063-1065	17-10-318-063-1109	17-10-318-063-1153
17-10-318-063-1022	17-10-318-063-1066	17-10-318-063-1110	17-10-318-063-1154
17-10-318-063-1023	17-10-318-063-1067	17-10-318-063-1111	17-10-318-063-1155
17-10-318-063-1024	17-10-318-063-1068	17-10-318-063-1112	17-10-318-063-1156
17-10-318-063-1025	17-10-318-063-1069	17-10-318-063-1113	17-10-318-063-1157
17-10-318-063-1026	17-10-318-063-1070	17-10-318-063-1114	17-10-318-063-1158
17-10-318-063-1027	17-10-318-063-1071	17-10-318-063-1115	17-10-318-063-1159
17-10-318-063-1028	17-10-318-063-1072	17-10-318-063-1116	17-10-318-063-1160
17-10-318-063-1029	17-10-318-063-1073	17-10-318-063-1117	17-10-318-063-1161
17-10-318-063-1030	17-10-318-063-1074	17-10-318-063-1118	17-10-318-063-1162
17-10-318-063-1031	17-10-318-063-1075	17-10-318-063-1119	17-10-318-063-1163
17-10-318-063-1032	17-10-318-063-1076	17-10-318-063-1120	17-10-318-063-1164
17-10-318-063-1033	17-10-318-063-1077	17-10-318-063-1121	17-10-318-063-1165
17-10-318-063-1034	17-10-318-063-1078	17-10-318-063-1122	17-10-318-063-1166
17-10-318-063-1035	17-10-318-063-1079	17-10-318-063-1123	17-10-318-063-1167
17-10-318-063-1036	17-10-318-063-1080	17-10-318-063-1124	17-10-318-063-1168
17-10-318-063-1037	17-10-318-063-1081	17-10-318-063-1125	17-10-318-063-1169
17-10-318-063-1038	17-10-318-063-1082	17-10-318-063-1126	17-10-318-063-1170
17-10-318-063-1039	17-10-318-063-1083	17-10-318-063-1127	17-10-318-063-1171
17-10-318-063-1040	17-10-318-063-1084	17-10-318-063-1128	17-10-318-063-1172
17-10-318-063-1041	17-10-318-063-1085	17-10-318-063-1129	17-10-318-063-1173
17-10-318-063-1042	17-10-318-063-1086	17-10-318-063-1130	17-10-318-063-1174
17-10-318-063-1043	17-10-318-063-1087	17-10-318-063-1131	17-10-318-063-1175
17-10-318-063-1044	17-10-318-063-1088	17-10-318-063-1132	17-10-318-063-1176



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17-10-318-063-1177	17-10-318-063-1222	17-10-318-063-1269	17-10-318-063-1314
17-10-318-063-1178	17-10-318-063-1223	17-10-318-063-1270	17-10-318-063-1315
17-10-318-063-1179	17-10-318-063-1224	17-10-318-063-1271	17-10-318-063-1316
17-10-318-063-1180	17-10-318-063-1225	17-10-318-063-1272	17-10-318-063-1317
17-10-318-063-1181	17-10-318-063-1226	17-10-318-063-1273	17-10-318-063-1318
17-10-318-063-1182	17-10-318-063-1227	17-10-318-063-1274	17-10-318-063-1319
17-10-318-063-1183	17-10-318-063-1228	17-10-318-063-1275	17-10-318-063-1320
17-10-318-063-1184	17-10-318-063-1229	17-10-318-063-1276	17-10-318-063-1321
17-10-318-063-1185	17-10-318-063-1230	17-10-318-063-1277	17-10-318-063-1322
17-10-318-063-1186	17-10-318-063-1231	17-10-318-063-1278	17-10-318-063-1323
17-10-318-063-1187	17-10-318-063-1232	17-10-318-063-1279	17-10-318-063-1324
17-10-318-063-1188	17-10-318-063-1233	17-10-318-063-1280	17-10-318-063-1325
17-10-318-063-1189	17-10-318-063-1234	17-10-318-063-1281	17-10-318-063-1326
17-10-318-063-1190	17-10-318-063-1235	17-10-318-063-1282	17-10-318-063-1327
17-10-318-063-1191	17-10-318-063-1236	17-10-318-063-1283	17-10-318-063-1328
17-10-318-063-1192	17-10-318-063-1237	17-10-318-063-1284	17-10-318-063-1329
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17-10-318-063-1195	17-10-318-063-1240	17-10-318-063-1287	17-10-318-063-1332
17-10-318-063-1196	17-10-318-063-1241	17-10-318-063-1288	17-10-318-063-1333
17-10-318-063-1197	17-10-318-063-1242	17-10-318-063-1289	17-10-318-063-1334
17-10-318-063-1198	17-10-318-063-1243	17-10-318-063-1290	17-10-318-063-1335
17-10-318-063-1199	17-10-318-063-1244	17-10-318-063-1291	17-10-318-063-1336
17-10-318-063-1200	17-10-318-063-1245	17-10-318-063-1292	17-10-318-063-1337
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17-10-318-063-1215	17-10-318-063-1260	17-10-318-063-1307	17-10-318-063-1352
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17-10-318-063-1217	17-10-318-063-1262	17-10-318-063-1309	17-10-318-063-1354
17-10-318-063-1218	17-10-318-063-1265	17-10-318-063-1310	17-10-318-063-1355
17-10-318-063-1219	17-10-318-063-1266	17-10-318-063-1311	17-10-318-063-1356
17-10-318-063-1220	17-10-318-063-1267	17-10-318-063-1312	17-10-318-063-1357
17-10-318-063-1221	17-10-318-063-1268	17-10-318-063-1313	17-10-318-063-1358

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17-10-318-063-1359	17-10-318-063-1404	17-10-318-063-1449	17-10-318-063-1494
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17-10-318-063-1362	17-10-318-063-1407	17-10-318-063-1452	17-10-318-063-1497
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17-10-318-063-1365	17-10-318-063-1410	17-10-318-063-1455	17-10-318-063-1500
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17-10-318-063-1368	17-10-318-063-1413	17-10-318-063-1458	17-10-318-063-1503
17-10-318-063-1369	17-10-318-063-1414	17-10-318-063-1459	17-10-318-063-1504
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17-10-318-063-1392	17-10-318-063-1437	17-10-318-063-1482	17-10-318-063-1527
17-10-318-063-1393	17-10-318-063-1438	17-10-318-063-1483	17-10-318-063-1528
17-10-318-063-1394	17-10-318-063-1439	17-10-318-063-1484	17-10-318-063-1529
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17-10-318-063-1399	17-10-318-063-1444	17-10-318-063-1489	17-10-318-063-1534
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17-10-318-063-1401	17-10-318-063-1446	17-10-318-063-1491	17-10-318-063-1536
17-10-318-063-1402	17-10-318-063-1447	17-10-318-063-1492	17-10-318-063-1537
17-10-318-063-1403	17-10-318-063-1448	17-10-318-063-1493	17-10-318-063-1538

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17-10-318-063-1539	17-10-318-063-1546	17-10-318-063-1553	17-10-318-063-1560
17-10-318-063-1540	17-10-318-063-1547	17-10-318-063-1554	17-10-318-063-1561
17-10-318-063-1541	17-10-318-063-1548	17-10-318-063-1555	17-10-318-063-1562
17-10-318-063-1542	17-10-318-063-1549	17-10-318-063-1556	17-10-318-063-1563
17-10-318-063-1543	17-10-318-063-1550	17-10-318-063-1557	17-10-318-063-1564
17-10-318-063-1544	17-10-318-063-1551	17-10-318-063-1558	17-10-318-063-1565
17-10-318-063-1545	17-10-318-063-1552	17-10-318-063-1559	17-10-318-063-1566

Property of Cook County Clerk's Office

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## Exhibit B

### PERCENTAGE OF OWNERSHIP INTERESTS IN THE COMMON ELEMENTS

Parking Unit #	Storage Space	Percentage of Ownership
5301	S-268	0.259619%
5302	S-267	0.144956%
5303	S-266	0.251118%
5304	S-265	0.184918%
5305	S-264	0.152124%
5306	S-263	0.162129%
5307	S-261	0.161353%
5308	S-262	0.188253%
5309	S-260	0.294636%
5310	S-259	0.332657%
5311	S-258	0.184582%
5312	S-257	0.190586%
5313	S-256	0.195090%
5314	S-255	0.198813%
5401	S-254	0.260122%
5402	S-253	0.145287%
5403	S-252	0.251281%
5404	S-251	0.185196%
5405	S-250	0.153236%
5406	S-249	0.162349%
5407	S-247	0.161295%
5408	S-248	0.188641%
5409	S-246	0.298249%
5410	S-245	0.332489%
5411	S-244	0.185974%
5412	S-243	0.191693%
5413	S-242	0.195033%
5414	S-241	0.198756%
5501	S-240	0.260678%
5502	S-239	0.145622%
5503	S-238	0.251617%
5504	S-237	0.185809%
5505	S-236	0.155516%
5506	S-235	0.162464%
5507	S-233	0.161683%
5508	S-234	0.189086%
5509	S-232L	0.300865%



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5510	S-231	0.333155%
5511	S-230	0.184419%
5512	S-229	0.193590%
5513	S-228	0.194865%
5514	S-227	0.198593%
5601	S-226	0.261732%
5602	S-225	0.145953%
5603	S-224	0.252062%
5604	S-223	0.186140%
5605	S-222	0.157069%
5606	S-221	0.162795%
5607	S-219	0.162186%
5608	S-220	0.189532%
5609	S-218	0.301976%
5610	S-217	0.333045%
5611	S-216	0.184807%
5612	S-215	0.193811%
5613	S-214	0.193643%
5614	S-213	0.199704%
5701	S-212	0.321171%
5703	S-211	0.315019%
5709	S-210	0.293080%
5710	S-209	0.370610%
5801	S-208	0.426823%
5802	S-206	0.407526%
5803	S-204	0.300419%
5804	S-207	0.313313%
5805	S-205	0.575217%
5806	S-202	0.352945%
5807	S-203	0.221046%
5808	S-201	0.347664%
5809	S-200	0.188363%
5901	S-199	0.427667%
5902	S-198	0.409251%
5903	S-196	0.301473%
5904	S-197	0.287679%
5905	S-194	0.576329%
5906	S-192	0.353831%
5907	S-195	0.221602%
5908	S-193	0.348551%
5909	S-190	0.188809%
6001	S-188	0.514244%
6002	S-186	0.438542%
6003	S-184	0.302532%
6004	S-191	0.314147%
6005	S-182	0.578274%

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6006	S-189	0.355000%
6007	S-187	0.222101%
6008	S-185	0.349442%
6009	S-183	0.189197%
6101	S-180	0.433749%
6102	S-181	0.440152%
6103	S-178	0.305197%
6104	S-179	0.314482%
6105	S-176	0.578940%
6106	S-177	0.354387%
6107	S-174	0.222604%
6108	S-172	0.350386%
6109	S-175	0.189585%
6201	S-170, SR-2	0.516300%
6202	S-173	0.441096%
6203	S-168	0.306030%
6204	S-167	0.293240%
6205	S-166	0.581000%
6206	S-165	0.355111%
6207	S-164	0.223102%
6208	S-163	0.351277%
6209	S-162	0.189978%
6301	S-161	0.517301%
6302	S-159	0.442485%
6303	S-160	0.306864%
6304	S-158	0.318316%
6305	S-157	0.580665%
6306	S-156	0.356447%
6307	S-155	0.223658%
6308	S-154	0.352164%
6309	S-153	0.190366%
6401	S-152	0.436190%
6402	S-151	0.442988%
6403	S-150	0.507310%
6404	S-149	0.318814%
6405	S-148L	0.581777%
6406	S-147	0.356447%
6407	S-146	0.224161%
6408	S-143	0.353055%
6409	S-145	0.190811%
6501	S-144	0.436989%
6502	S-141	0.445212%
6503	S-142	0.307142%
6504	S-140	0.319150%
6505	S-139	0.584168%
6506	S-138	0.358948%

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6507	S-137	0.224659%
6508	S-136	0.353946%
6509	S-135	0.191199%
6601	S-134	0.520416%
6602	S-133	0.445154%
6603	S-131	0.306030%
6604	S-132	0.319485%
6605	S-130	0.584613%
6606	S-129	0.360391%
6607	S-128	0.225158%
6608	S-127	0.327611%
6609	S-126	0.191588%
6701	S-125	0.438676%
6702	S-124	0.445264%
6703	S-123	0.307257%
6704	S-122	0.319926%
6705	S-121	0.585500%
6706	S-120	0.361282%
6707	S-118	0.225714%
6708	S-116	0.355777%
6709	S-119	0.191976%
6801	S-114	0.439431%
6802	S-112	0.445600%
6803	S-117	0.292992%
6804	S-110	0.320482%
6805	S-115	0.586444%
6806	S-108	0.362005%
6807	S-106	0.226216%
6808	S-113	0.356668%
6809	S-111	0.192364%
6901	S-104	0.440274%
6902	S-102	0.446323%
6903	S-109	0.293151%
6904	S-98	0.321315%
6905	S-107	0.587503%
6906	S-96	0.362671%
6907	S-94	0.226715%
6908	S-105	0.357559%
6909	S-103	0.192810%
7001	S-100, S-101	0.971627%
7003	S-99	0.293151%
7004	S-97	0.295375%
7005	S-95	0.588667%
7006	S-93	0.362614%
7007	S-92	0.227218%
7008	S-90	0.332884%

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7009	S-91	0.193198%
7101	S-89	0.525528%
7102	S-88	0.448599%
7103	S-86	0.308033%
7104	S-85	0.323151%
7105	S-84	0.589338%
7106	S-83	0.363558%
7107	S-82	0.227716%
7108	S-81	0.359389%
7109	S-80	0.193590%
7201	S-87	0.442716%
7202	S-79	0A50492%
7203	S-78	0.308699%
7204	S-77	0.324209%
7205	S-76	0.592673%
7206	S-75	0.364507%
7207	S-74	0.228272%
7208	S-73	0.360281%
7209	S-70	0.193979%
7302	S-10, SR-5	0.980688%
7303	S-11	0.309255%
7304	S-68	0.325206%
7305	S-67	0.591614%
7306	S-66	0.365393%
7307	S-65	0.228771%
7308	S-64	0.361172%
7309	S-62	0.194367%
7401	S-63	0.528585%
7402	S-60	0.456271%
7403	S-61	0.310592%
7404	S-59	0.325987%
7405	S-58	0.593114%
7406	S-57	0.366395%
7407	S-56	0.229273%
7408	S-54	0.362053%
7409	S-55	0.194812%
7501	S-53	0.445157%
7502	S-52	0.457660%
7503	S-51	0.311646%
7504	S-50	0.324765%
7505	S-49, SR 3, SR 4, SR 6, SR 7	0.595006%
7506	S-48	0.367674%
7507	S-47	0.229772%
7508	S-46	0.363002%
7509	S-45	0.195200%

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7601	S-44	0.544815%
7602	S-43	0.459385%
7603	S-42	0.313035%
7604	S-41	0.303097%
7605	S-40	0.596449%
7606	S-39	0.370674%
7607	S-38	0.238167%
7608	S-36	0.363893%
7609	S-37	0.195589%
7701	S-35	0.571080%
7702	S-34	0.481599%
7703	S-33	0.327574%
7704	S-32	0.342285%
7705	S-31, SR-9, SR-10	0.686319%
7706	S-30	0.388740%
7707	S-29	0.249662%
7708	S-28	0.381592%
7709	S-27	0.205007%
7801	S-26	0.572243%
7802	S-25	0.482586%
7803	S-22	0.328446%
7804	S-20	0.343042%
7805	S-23, S-24	1.077330%
7807	S-18	0.250243%
7808	S-21	0.382520%
7809	S-19	0.205417%
7901	S-17	0.545926%
7902	SR 8	0.460386%
7903	S-15	0.313146%
7905	S-169, S-171	1.296723%
7907	S-13	0.238665%
7908	S-14	0.364785%
7909	S-12	0.195977%
8001	S-69	0.587158%
8002	S-71, S-72, SR-11	1.035013%
8004	S-9	0.977272%
8005	S-6	0.687630%
8006	S-7, S-8	0.904706%
8008	S-5	0.510507%
8105	S-4	0.696509%
8106	S-3	0.553744%
8108	S-1, S-2	0.851436%
<b>PARKING</b>		
LL5-1		0.024703%
LL5-2		0.025585%



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LL5-3	0.029555%
LL5-4	0.022497%
LL5-5	0.022497%
LL5-6	0.022497%
LL5-7	0.022497%
LL5-8	0.022497%
LL5-9	0.022497%
LL5-10	0.022056%
LL5-11	0.022056%
LL5-12	0.022056%
LL5-12	0.022056%
LL5-14	0.022056%
LL5-15	0.022056%
LL5-16	0.022056%
LL5-17	0.022056%
LL5-18	0.021174%
LL5-19	0.022056%
LL5-20	0.028673%
LL5-21	0.021615%
LL5-22	0.021615%
LL5-23	0.028673%
LL5-24	0.028673%
LL5-25	0.028673%
LL5-26	0.028673%
LL5-27	0.028673%
LL5-28	0.028673%
LL5-29	0.029114%
LL5-30	0.029114%
LL5-31	0.029114%
LL5-32	0.022497%
LL5-33	0.022497%
LL5-34	0.022497%
LL5-35	0.028673%
LL4-1	0.023380%
LL4-2	0.024262%
LL4-3	0.028232%
LL4-4	0.021174%
LL4-5	0.021174%
LL4-6	0.021174%
LL4-7	0.021174%
LL4-8	0.021174%
LL4-9	0.021174%
LL4-10	0.020733%
LL4-11	0.020733%
LL4-12	0.020733%
LL4-13	0.020733%

## UNOFFICIAL COPY

LL4-14	0.020733%
LL4-15	0.020733%
LL4-16	0.019850%
LL4-17	0.021615%
LL4-18	0.019850%
LL4-19	0.020733%
LL4-20	0.027350%
LL4-21	0.020292%
LL4-22	0.020292%
LL4-23	0.027350%
LL4-24	0.027350%
LL4-25	0.027350%
LL4-26	0.027350%
LL4-27	0.027350%
LL4-28	0.027350%
LL4-29	0.027791%
LL4-30	0.027791%
LL4-31	0.027791%
LL4-32	0.021174%
LL4-33	0.021174%
LL4-34	0.027791%
LL4-35	0.028232%
LL4-36	0.022938%
LL4-37	0.022056%
LL4-38	0.026026%
LL4-39	0.027350%
LL4-40	0.027350%
LL4-41	0.022938%
LL4-42	0.027791%
LL4-43	0.027791%
LL4-44	0.026688%
LL4-45	0.024923%
LL3-1	0.024262%
LL3-2	0.025144%
LL3-3	0.029114%
LL3-4	0.022056%
LL3-5	0.022056%
LL3-6	0.022056%
LL3-7	0.022056%
LL3-8	0.022056%
LL3-9	0.022056%
LL3-10	0.021615%
LL3-11	0.021615%
LL3-12	0.021615%
LL3-13	0.021615%
LL3-14	0.021615%

## UNOFFICIAL COPY

LL3-15	0.021615%
LL3-16	0.021615%
LL3-17	0.021615%
LL3-18	0.020733%
LL3-19	0.021615%
LL3-20	0.028232%
LL3-21	0.021174%
LL3-22	0.021174%
LL3-23	0.028232%
LL3-24	0.028232%
LL3-25	0.028232%
LL3-26	0.028232%
LL3-27	0.028232%
LL3-28	0.028232%
LL3-29	0.028673%
LL3-30	0.028673%
LL3-31	0.028673%
LL3-32	0.022056%
LL3-33	0.022056%
LL3-34	0.028673%
LL3-35	0.029114%
LL3-36	0.023821%
LL3-37	0.022938%
LL3-38	0.026909%
LL3-39	0.028232%
LL3-40	0.028232%
LL3-41	0.023821%
LL3-42	0.028673%
LL3-43	0.028673%
LL3-44	0.027570%
LL3-45	0.026688%
LL3-46	0.022497%
LL3-47	0.024262%
LL3-48	0.029996%
LL3-49	0.022497%
LL3-50	0.022497%
LL3-51	0.022497%
LL3-52	0.022497%
LL3-53	0.029996%
LL3-54	0.022497%
LL3-55	0.022497%
LL3-56	0.022497%
LL3-57	0.022497%
LL3-58	0.022497%
LL3-59	0.022497%
LL3-60	0.022497%

## UNOFFICIAL COPY

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LL3-62	0.022497%
LL3-63	0.022938%
LL3-64	0.022938%
LL3-65	0.022938%
LL3-66	0.022938%
LL3-67	0.022938%
LL3-68	0.022938%
LL3-69	0.022938%
LL3-70	0.021174%
LL3-71	0.022056%
LL3-72	0.022056%
LL3-73	0.022056%
LL3-74	0.024262%
LL3-75	0.024262%
LL3-76	0.024262%
LL3-77	0.024703%
LL3-78	0.024703%
LL3-79	0.022938%
LL3-80	0.020292%
LL3-81	0.022056%
LL3-82	0.022056%
LL3-83	0.022056%
LL3-84	0.022056%
LL3-85	0.022056%
LL3-86	0.022056%
LL3-87	0.022056%
LL3-88	0.030879%
LL3-89	0.030879%
LL3-90	0.019850%
LL3-91	0.021615%
LL3-92	0.021615%
LL3-93	0.021615%
LL3-94	0.021615%
LL3-95	0.021615%
LL3-96	0.021615%
LL3-97	0.021615%
LL3-98	0.026909%
LL3-99	0.026026%
LL3-100	0.022938%
LL3-101	0.022938%
LL3-102	0.021174%
LL3-103	0.021174%
LL3-104	0.021174%
LL3-105	0.027791%
LL3-106	0.027791%

## UNOFFICIAL COPY

LL3-107	0.027791%
LL3-108	0.021615%
LL3-109	0.021615%
LL3-110	0.021615%
LL3-111	0.021615%
LL3-112	0.019850%
LL2-1	0.025144%
LL2-2	0.026026%
LL2-3	0.029996%
LL2-4	0.022938%
LL2-5	0.022938%
LL2-6	0.022938%
LL2-7	0.022938%
LL2-8	0.022938%
LL2-9	0.022938%
LL2-10	0.022497%
LL2-11	0.022497%
LL2-12	0.022497%
LL2-13	0.022497%
LL2-14	0.022497%
LL2-15	0.022497%
LL2-16	0.022497%
LL2-17	0.022497%
LL2-18	0.021615%
LL2-19	0.022497%
LL2-20	0.029114%
LL2-21	0.022056%
LL2-22	0.022056%
LL2-23	0.029114%
LL2-24	0.029114%
LL2-25	0.029114%
LL2-26	0.029114%
LL2-27	0.029114%
LL2-28	0.029114%
LL2-29	0.029555%
LL2-30	0.029555%
LL2-31	0.029555%
LL2-32	0.022938%
LL2-33	0.022938%
LL2-34	0.029555%
LL2-35	0.029996%
LL2-36	0.024703%
LL2-37	0.023821%
LL2-38	0.027791%
LL2-39	0.029114%
LL2-40	0.029114%