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AMENDED AND RESTATED
DECLARATION OF
CONDOMINIUM OWNERSHIP
AND OF EASEMENTS,
RESTRICTIONS, AND
COVENANTS FOR 1300 LAKE
SHORE DRIVE
CONDOMINIUM


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KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP

AND OF

EASEMENTS, RESTRICTIONS, AND COVENANTS

FOR

1300 LAKE SHORE DRIVE CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION made and entered into this 17 day of OCTOBER 2017

WITNESSETH THAT:

WHEREAS, the following described real estate in the City of Chicago, County of Cook, and State of Illinois:

That part of Lots 4 to 7 inclusive in Block 1 (except that part included in Lake Shore Drive as now located), and that part of Lots 1 to 4 inclusive in Block 2 and that part of vacated Stone Street, lying between Blocks 1 and 2 aforesaid, all taken as a tract and described as follows: Beginning on the North line of said Lot 4 in Block 2 at a point 102 feet East of the Westerly line of said Block 2; thence East on the North line of said Lot 4 and the North line of said Lot 4 extended East approximately 132.25 feet to the Westerly line of Lake Shore Drive; thence Southerly on the Westerly line of Lake Shore Drive 163.44 feet to the north line of East Goethe Street and the South line of Block 1 aforesaid; thence West on the North line of East Goethe Street approximately 149.58 feet to a point 102 feet East of the South West corner of Lot 14 in said Block 2; thence North on a line parallel to and 102 East of the Westerly line of Lots 14 to 11 inclusive of said Block 2 approximately 161.24 feet to the point of beginning, all in H.O. Stone's Subdivision of Astor's Addition to Chicago in the North West fractional quarter of Section 3, Township 59 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; and

Together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon; and all rights and privileges belonging or in anywise pertaining thereto was submitted to the Illinois Condominium Property Act of the State of Illinois (the "Act") pursuant to a Declaration of Condominium Ownership recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 22501302 (the "Original Declaration"); and

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WHEREAS, the Original Declaration and bylaws have heretofore been amended from time to time to reflect amendments to the Original Declaration duly approved by the unit owners and Board of Managers;

WHEREAS, Section 27(b)(1) of the Act authorizes the Board of Directors, by a vote of two-thirds of the members thereof, to amend the Original Declaration to conform to the Act;

WHEREAS, the Board of Managers of the 1300 LAKE SHORE DRIVE CONDOMINIUM (the "Association") deems it in the best interests of the Association to amend and restate the text of the Original Declaration to incorporate the amendments to the Original Declaration previously duly approved by the unit owners and Board of Managers of the Association as well as amendments to the Original Declaration effected by operation of law as a result of amendments to the Act;

WHEREAS, the above described real estate is improved with a 40-story building containing a total of 141 residential units which building is commonly known as 1300 Lake Shore Drive, Chicago, Illinois; and

NOW, THEREFORE, the Board hereby amends and restates the Original Declaration, as follows:

ARTICLE I

Definitions

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

Declaration: This instrument by which the property is submitted to the provisions of the Condominium Property Act of the State of Illinois, and such Declaration as from time to time amended.

Parcel: The entire tract of real estate above described.

Building: The 40-story building located on the Parcel containing the Units, as more specifically hereafter described in Article II.

Property: All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the unit owners.

Unit: A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling or such other uses permitted by this Declaration, and having lawful access to a public way.

Common Elements: All portions of the property except the Units.

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Unit Ownership: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto. For the purposes of Article VIII hereof the term "Unit Ownership" includes the beneficial interest in any land titleholding trust established pursuant to Paragraph 11 of Article XII hereof.

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

Owner: The person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership. For the purposes of Article VIII hereof, unless otherwise specifically provided therein the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.

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

ARTICLE II

Units

1. DESCRIPTION AND OWNERSHIP. All Units in the Building located on the Parcel are delineated on the surveys attached as Exhibit "A" to the Original Declaration and made a part of this Declaration by reference, and are legally described as follows:

Units 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4D, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C, 14D, 15A, 15B-C, 15D, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 18A, 18B, 18C, 18D, 19A, 19B, 19C, 19D, 20A, 20B, 20C, 20D, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D, 24A, 24B, 24C, 24D, 25A, 25B, 25C, 25D, 26A, 26B, 26C, 26D, 27A, 27B, 27C, 27D, 28A, 28B, 28C, 28D, 29A, 29B-C, 29D, 30A, 30B-C, 30D, 31A, 31B, 31C, 31D, 32A, 32B-C, 32D, 33A, 33B-C-D, 34A, 34B, 34C, 34D, 35A, 35B, 35C-D, 36A, 36B, 36C, 36D, 37A, 37B, 37C, 37D, 38A, 38B-C, 38D, 39A-B, 39C, 39D, 40A, and 41A as delineated on survey of that part of Lots 4 to 7 inclusive in Block 1 (except that part included in Lake Shore Drive as now located), and that part of Lots 1 to 4 inclusive in Block 2 and that part of vacated Stone Street, lying between Blocks 1 and 2 aforesaid, all taken as a tract and described as follows: Beginning on the North line of said Lot 4 in Block 2 at a point 102 feet East of the Westerly line of said Block 2, thence East on the North line of said Lot 4 and the North line of said Lot 4 extended East approximately 132.25 feet to the Westerly line of Lake Shore Drive; thence Southerly on the Westerly line of Lake Shore Drive 163.44 feet to the North line of East Goethe Street and the South line of Block 1 aforesaid; thence West on the North line of East Goethe Street approximately 149.58 feet to a point 102 feet East of the South West corner of Lot 14 in said Block 2; thence North on a line parallel to and 102 feet East of the Westerly line of Lots 14 to 11 inclusive of said Block 2 approximately 161.24 feet to the point of beginning, all in H. O. Stone's Subdivision of Astor's Addition to Chicago in the North West fractional quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County,

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Illinois, which survey is attached as Exhibit "A" to Original Declaration of Condominium Ownership made by LaSalle National Bank, Trustee under Trust No. 45030, recorded in the Office of the Recorder of Cook County, Illinois as Document No. 22501302.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibit "A". The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown in 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. Except as provided by the Condominium Property Act, no Owner shall, by deed, plat 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".

2. CERTAIN STRUCTURES NOT CONSTITUTING PART OF A UNIT. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

ARTICLE III

Common Elements

1. DESCRIPTION. Except as otherwise in this Declaration provided, the common elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the common elements shall include the land, outside walks, landscaping, stairways and elevators, entrances and exits, laundry areas, lobby, office, storage areas, party room, swimming pool area including deck and sauna, structural parts of the building, parking areas, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets and such component parts of walls, floors and ceilings as are not located within the Units.

2. OWNERSHIP OF COMMON ELEMENTS. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners. Each Unit's corresponding percentage of ownership in the Common Elements is set forth in Exhibit "B" attached hereto and incorporated herein.

3. NO PARTITION OF COMMON ELEMENTS. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit Ownership shall be owned by two or more co-Owners as tenants-in-

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common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-Owners.

ARTICLE IV

General Provisions as to Units and Common Elements

1. **SUBMISSION OF PROPERTY TO "CONDOMINIUM PROPERTY ACT."** The Property is hereby submitted to the provisions of the "Condominium Property Act" of the State of Illinois.

2. **NO SEVERANCE OF OWNERSHIP.** No 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.

3. **EASEMENTS.**

(a) **Encroachments:** In the event that, by reason of the construction, settlement or shifting of the Building, 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, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an 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 other Unit Owners, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long 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 Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners and if it occurred due to the willful conduct of any Owner.

(b) **Easements for Utilities:** AT&T Illinois, Commonwealth Edison Company and all other public utilities, or their successors, now or hereafter serving 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 services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board of Managers may hereafter grant other or additional easements for utility purposes, cable television or high speed Internet cable for the benefit of the Property over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants to the Board of Managers an irrevocable power of attorney to execute, acknowledge and record or register,

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for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

(c) Balconies and Terraces: A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the balcony or terrace, or both, as the case may be, adjoining the Unit; provided, however, that no Owner shall decorate, landscape or adorn such balcony or terrace in any manner contrary to such rules and regulations as may be established by the Board of Managers, as hereinafter provided, unless he shall first obtain written consent of the Board of Managers so to do.

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

4. GENERAL PROVISIONS AS TO USE OF COMMON ELEMENTS.

(a) Parking Area; Parking: The parking garage in the building and any other portion of the property allocated to parking purposes shall be part of the Common Elements and not part of any individual unit. The board may from time to time prescribe such parking fees and rules and regulations with respect to the operation of the parking garage as it may deem fit. Parking privileges are not transferable, and no Unit Owner shall have the right to any particular assigned parking space. Upon payment of such charges as may from time to time be fixed by the board, each Unit Owner of a standard building unit shall have the right to have one automobile parked in the garage, and each Unit Owner of a large unit which is the result of combining two or more standard building units shall have the right to have two automobiles parked in the garage.

(1) The Board has the right to lease to any Unit Owner, tenant or other person a space or spaces in the Parking Area pursuant to Article IV, Section 5(H) below, with Unit Owners and tenants to be preferred over other persons in the allotment of space.

(2) The Board shall have all rights hereinabove granted and shall be exercised by the Board upon such terms and conditions as the Board from time to time may determine in its By-Laws. Monthly charges, insurance, supplies and all other expense items connected with the operation of the Parking Area shall be pro-rated.

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(b) Storage or Locker Areas: The Storage or Locker Area in the basement of the Building shall be part of the Common Elements and the use thereof shall be allocated among the Unit Owners as the Board, as the case may be, may by its rules and regulations prescribe; provided, however, that at least one such Locker shall be allocated to each Unit. Each Owner shall be responsible for his personal property in the Storage or Locker Area.

(c) Laundry Areas. The Laundry Areas shall be part of the Common Elements and exclusive use, possession and right to use these areas shall be subject to such rules and regulations as the Board, may prescribe. Each Owner shall be responsible for his personal property in the Laundry Areas.

(d) The Board shall not be considered a bailee of any automobiles parked in the garage, or of any personal property kept in the storage or locker areas, or in the laundry areas, and shall not be responsible for any loss or damage to such automobiles or personal property, whether or not due to negligence.

5. GENERAL PROVISIONS AS TO UNITS.

(a) Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

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

(c) Utilities: Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

(d) Insurance; Unit Owners: Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and his additions and improvements thereto and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, including, but not limited to, the Storage or Locker and Laundry Areas, and his personal liability, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided below.

Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, members of the Board, the manager and managing agent of the Building, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the 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.

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If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet or of a guest, or other authorized occupant or visitor of such Unit Owner, damage (other than fire or other casualty) shall be caused to the Common Elements or to a Unit or Units owned by others, and maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

(e) Maintenance, Repairs and Replacements of Units:

(1) By the Board: The Board, shall provide for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Building, excluding, however, interior Wall, ceiling and floor surfaces. In addition, the Board shall cause to be maintained, repaired and replaced all conduits, ducts, plumbing (other than fixtures), wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Article II, 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 Owner under any other provisions of this Declaration. Maintenance, repairs and replacements of the above and of the Common Elements shall be furnished by the Board and shall be charged as a part of the Common Expense.

(2) By the Owner: Except as otherwise provided in paragraph (1) above, each Unit Owner shall provide, at his own expense:

(a) All of the maintenance, repairs and replacements within his own Unit and of the doors and windows appurtenant thereto, and all internal installations of such Unit, such as refrigerators, ranges, garbage disposals, and other kitchen appliances, lighting fixtures and other electrical fixtures, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Article II; provided, however, such maintenance, repairs and replacements of the Common Elements as may be required for the functioning of the heating system, the air conditioning system, the hot water system, and the plumbing within the Unit, and for the bringing of water, gas and electricity to the Unit, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building maintenance personnel as a Common Expense.

(b) All of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of such windows,

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whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board 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 Property, nor because they may become entitled to the benefit of any construction guarantee or 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 another Unit Owner for any work (such as exterior window cleaning, decorating or repair), ordinarily the responsibility of the Board, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in writing in advance by the Board.

(f) 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 Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with 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.

(g) Alterations, Additions and Improvements: No alterations of any Common Elements including, but not limited to, the construction of patios or balconies, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. Maintenance, repairs and replacements to the Common Elements by any Unit Owner shall be subject to the rules and regulations of the Board.

(h) Each Owner shall be entitled to a parking space for at least one automobile as provided in Article IV Paragraph 4(a) in said parking area and to use said parking area, sauna, sun deck, party room and swimming pool subject to the rules, regulations and declarations established by the Board and such rules, regulations and conditions may include reasonable fees for the use of parking and other facilities.

ARTICLE V

Administration

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1. **ADMINISTRATION OF PROPERTY.** After the initial meeting, the direction and administration of the Property shall vest in a Board of Managers (hereinafter referred to as the "Board"), consisting of nine (9) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board if such persons reside on the Property.

2. **ASSOCIATION.** The Board of Managers at any time, may cause to be incorporated a not-for-profit corporation under the General Not for Profit Corporation Act of the State of Illinois, to be called "1300 Lake Shore Drive Condominium Association" or a name similar thereto; which corporation (herein referred to as the "Association") shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Association shall be deemed to be the "Board of Managers" referred to herein and in the Condominium Property Act. Upon the formation of such Association, every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. The Association may issue certificates evidencing membership therein.

3. **VOTING RIGHTS.** There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the Owner or one of the group composed of all the owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B".

4. **MEETINGS.** (a) Meeting of the voting members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having 20% of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) Annual Meeting. After the initial meeting there shall be an annual meeting of the voting members on the first Tuesday of October following such initial meeting, and on the first Tuesday of October of each succeeding year thereafter at 7:30 PM, or at such other reasonable time or date (not

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more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having one-fourth (1/4) of the total votes and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

5. **NOTICES OF MEETINGS**. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board. Alternatively, notices and other communications may be made electronically upon adoption or amending of the rules and regulations authorizing electronic delivery of notices and other communications required or contemplated by the Act to each unit owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each unit owner to designate an electronic address or a U.S. Postal Service address, or both, as the unit owner's address on any list of members or unit owners which the Association is required to provide upon request pursuant to any provision of the Act or any condominium instrument.

6. **BOARD OF MANAGERS (BOARD OF DIRECTORS)**. (a) The voting members shall elect a Board of Managers. In all elections for members of the Board of Managers, each voting member shall be entitled to vote on a 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. A majority of the total number of members on the Board shall constitute a quorum. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting the nine (9) Board Members shall be elected. The five (5) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years; the four (4) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board Members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the 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, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board; shall be filled by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at

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its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(a-1) Every meeting of the board of managers shall be open to any unit owner, except that the board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (i) discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the board of managers finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) discuss violations of rules and regulations of the association, (v) discuss a unit owner's unpaid share of common expenses, or (vi) consult with the association's legal counsel; that any vote on these matters shall take place at a meeting of the board of managers or portion thereof open to any unit owner.

(a-2) Board members may participate in and act at any meeting of the board of managers 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.

(a-3) Any unit owner may record the proceedings at meetings of the board of managers or portions thereof required to be open by this Act by tape, film or other means, and that the board may prescribe reasonable rules and regulations to govern the right to make such recordings.

(a-4) The board shall meet at least 4 times annually.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall have the powers as defined in the Declaration and By-laws, the Illinois Condominium Property Act, the Illinois Not For-Profit Corporation Act and as otherwise provided by law, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

(c) Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

7. GENERAL POWERS OF THE BOARD. The Board for the benefit of all the Owners, shall acquire and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, garage operating expense, if any, professional management fees, storage or handling expense, if any, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

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(b) A policy or policies of insurance insuring the Common Elements and the Units against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the Common Elements and the Units. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to the Board as trustee for each of the Unit Owners in their respective percentage of ownership interest in the Common Elements. Prior to obtaining any such policy or policies of insurance, or any renewal thereof, the Board shall obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Common Elements and the Units for the amount of insurance to effected pursuant hereto. The cost of any and all such appraisals shall be Common Expenses. Each Owner shall notify the Board in writing of any additions or alterations to his Unit resulting in increased value thereof and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. All such policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interests may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Owners elect to sell the Property or remove the Property from the provisions of the Condominium Property Act, and (4) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days' prior written notice to the mortgagee of each unit. The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any such loss shall exceed \$50,000.00 the Board, upon written demand of the mortgagee of any Unit, shall engage the services of an Insurance Trustee as aforesaid. The fees of such Insurance Trustee shall be Common Expenses. The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein or in any mortgage contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building provided however, that if the Board or the corporate trustee fails to perform and fails to collect the amount of the loss within the time required by law, and the mortgagee or mortgagees are required to avail themselves of their rights under the Standard Mortgage Clause to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said mortgagee or mortgagees shall be applied as directed by said mortgagee or mortgagees. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, members of the Board, the Trustee, the manager and managing agent of the Building, if any, and their respective employees and agents for damage to the Common Elements, the Units, or to any personal property located in the Unit or Common Elements, caused by a fire or other casualty, to the extent that such damage is covered by, fire or other form of casualty insurance. All insurance contracts shall, if

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possible, contain a waiver of subrogation with respect to the Board and the Association, its employees, Unit Owners and members of their families and household, and mortgagees; or these parties shall, if possible be named as additional insureds.

(c) Comprehensive public liability and property damage insurance, in a minimum amount of \$1,000,000, or such greater limits as the Board shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees and the Owners including Trustee individually and as Trustee as aforesaid from any liability in connection with the ownership, existence, use or management of the Common Elements, and including but not limited to the streets, sidewalks and public spaces adjoining the Property. Such insurance coverage shall also cover cross liability claims of one insurer against another.

(d) Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(d-1) Fidelity bond, directors' and officers' coverage. 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. The fidelity bond must be in the full amount of association funds and reserves in the custody of the association.

(e) The services of any person or firm employed by the Board. The Board, upon authorization by a two-thirds (2/3) vote of the board of managers or the affirmative vote of voting members having a majority of the total votes at a meeting duly called for such purpose, may employ the services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Unit Ownerships. The cost of such services shall be Common Expenses.

(f) Landscaping, gardening, snow removal, painting, cleaning, lock-pointing, maintenance of the Building and pool area; decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the entranceway doors appurtenant thereto, which the 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, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium building or for the enforcement of these restrictions.

(h) Any amount necessary to discharge any mechanic's 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 there of particular Owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly

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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 Owners.

(i) 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, and an 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 Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair

(j) The Board or its agents upon reasonable notice, unless in the case of an emergency, may enter any Unit when necessary in connection with any maintenance, repair, replacement or construction of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to other units. The Board or its agent may likewise enter any terrace for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(k) The Board's powers herein above enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, 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) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the voting members holding two-thirds (2/3) of the total votes.

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

(m) The Board by vote of at least two-thirds (2/3) of the entire Board, may adopt and amend such reasonable rules and regulations covering the details of the operation and use of the property, after a meeting of the unit owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Act, except that no quorum is required at the meeting of the unit owners unless the declaration, bylaws or other condominium instrument expressly provides to the contrary. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of this 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. Written notice of such rules and regulations shall be given to all voting members and if within thirty (30) days from the date of such

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notice voting members holding at least one-fourth (1/4) of the total number of units shall file with the Board written objections to any such rule or regulation, such rule and regulation shall be deemed rescinded until, approved by the voting members holding a majority of the total number of units.

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

(o) The Board may elect to have the cost of any or all of the goods and services described in subsections (a) and (e) above, assessed specially to each Owner in proportion to his use of or benefit from such goods and services.

(p) The Board by vote of at least two-thirds (2/3) of the persons on the Board shall have the authority to lease or to grant licenses or concessions with respect to any part of the common Elements, subject to the terms of this Declaration.

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

8. LIABILITY OF THE BOARD OF MANAGERS. Neither the members of the Board nor the officers of the Association shall be liable to the 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 found by a court to constitute willful misconduct in the performance of duty. The Owners (and, to the extent permitted by law, the Association) 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 Owners or the Association, or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. 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 in settlement) reasonably incurred in connection with the defense of any claims, 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 person being or having been such member or officer; provided, however, that such indemnity by the Association shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit, or proceeding to be liable for willful misconduct in the performance of his duties as such member or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board (who may be counsel regularly retained by the Association) there is not reasonable ground for such person or officer being adjudged liable for willful misconduct in the performance of his duties as such member. The Board shall have authority to purchase and maintain insurance on behalf of the officers and members of the Board of the Association against any liability, or settlement based on asserted liability, incurred by them by reason of being or having served in such capacity, whether or not the Association would have the power to indemnify them against such liability or settlement under the provisions of this Paragraph 8. It is also intended that the liability of any Owner

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arising out of any contract made by the Board of managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Nothing in this Paragraph 8 shall relieve any member of the Board of Managers who was designated by the Trustee or its beneficiaries to serve in such capacity prior to the initial meeting of the Board of Managers, from any liability which shall have accrued prior to such initial meeting.

ARTICLE VI

Assessments -- Maintenance Fund

(a) Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. 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. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before April 1st of each calendar year following the initial meeting, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

(b) The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate, which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more

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than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

(c) When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (a) of this Article.

(d) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

(e) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any owner or any representative of an owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

(f) 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 Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "B".

(g) If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosures of liens against real estate. Said lien shall take effect and be in force when and as provided in the "Condominium Property Act" of Illinois provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid

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common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership, or has a receiver appointed in a suit to foreclose his lien. Any encumbrance may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance.

(h) Amendments to this Article VI shall only be effective upon approval of the unit owners holding 75% of the ownership in the common elements, and all mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuser of the Common Elements or abandonment of his Unit.

(i) The Association shall have no authority to forbear the payment of assessments by any unit owner.

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

The Units and Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each 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 which will increase the rate of insurance on the Building or contents thereof, applicable for residential use, without the prior written consent of the Board. No 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) Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

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

(f) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.

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

(h) 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.

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

(j) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements, except that terrace areas may be used for their intended purposes.

(k) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploitation, or otherwise, shall be conducted, maintained, or permitted in any Unit.

(l) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.

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

(n) The Unit restrictions in paragraphs (a) and (k) of this Article VII shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraphs (a) or (k) of this Article VII.

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ARTICLE VIII

Sale, Leasing or Other Alienation

1. SALE OR LEASE. Any Owner who wishes to sell, assign, lease or otherwise transfer his Unit Ownership or to sell, assign or transfer his interest in any entity holding legal title to his unit ownership, including a land title-holding trust (and any lessee of any unit ownership wishing to assign or sublease the same) shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale, lease or other transfer, together with the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser, assignee or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board, in its reasonable opinion, deems inconsistent with the bona fide fair market value of such Unit Ownership, the Board may elect to exercise such option in the manner, within the period, and on the terms set forth in Section 2 below. If said option is not exercised by the Board within said thirty (30) days, the Owner (or lessee) may, at the expiration of said thirty-day period and at any time within ninety (90) days after the expiration of said period, contract to sell or lease (or sublease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

2. GIFT. Any Owner who wishes to make a gift of his Unit Ownership or any interest therein shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. If either party shall fail to select an appraiser, then the appraiser designated by

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the other party shall make the appraisal. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value.

3. DEVISE. In the event any Owner dies leaving a will devising his Unit Ownership, or any interest therein, and said will is admitted to probate, the members of the Board acting on behalf of the other Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership, or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership, or interest therein, devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire eight months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board or its authorized representative, pursuant to authority given to the Board by the Owners as hereinafter provided, to bid at any sale of the Unit Ownership or interest therein of any deceased Owner, which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Owner's estate which contains his or her Unit Ownership or interest therein.

4. INVOLUNTARY SALE. (a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to the Board of his intention so to do, whereupon members of the Board acting on behalf of the other Owners shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said

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purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI hereof.

5. CONSENT OF VOTING MEMBERS. The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior written consent of the voting members having 75% of the total votes. The members of the Board or their duly authorized representatives, acting on behalf of the other Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of the voting members having 75% of the total votes, which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit Ownership or interest therein.

6. RELEASE OR WAIVER OF OPTION. Upon the written consent of at least three-fourths (3/4) of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

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

8. FINANCING OF PURCHASE UNDER OPTION. (a) Acquisition of Unit Ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (g) of Article VI hereof.

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

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

10. EXCEPTIONS TO BOARD'S RIGHT OF FIRST REFUSAL. The Board's right of first refusal as provided in Sections 1, 2 and 3 of this Article VIII shall not apply to any sale, lease, gift, devise or other transfer between co-Owners of the same Unit, or to the spouse, or to any lawful children of the Owner, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Owner, the spouse or lawful child of the Owner, or any one or more of them.

11. RESPONSIBILITY OF TRANSFEREES FOR UNPAID ASSESSMENTS. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee thereof. However, any such transferee shall be entitled to a statement from the Board or President, or managing agent, as the case may be, setting forth the amount of the unpaid assessments against the transferor, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the transferor in excess of the amount therein set forth.

ARTICLE IX

Damage or Destruction and Restoration of Building

1. SUFFICIENT INSURANCE. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment thereof; provided, however, that in the event within thirty (30) days after said damage or destruction, the Owners elect either to sell the Property as hereinafter provided in Article X hereof or to withdraw the

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Property from the provisions of this Declaration, and from the provisions of the "Condominium Property Act" as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken the net proceeds of insurance not required for demolition or other work shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B", after first paying out of the share of each Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

2. **INSUFFICIENT INSURANCE.** In the event the Property or the improvements thereon so damaged or destroyed are not insured against the peril causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred and eighty (180) days after said damage or destruction, then the provisions of the "Condominium Property Act" in such event shall apply.

3. Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE X

Sale of the Property

The Owners by affirmative vote of at least 75% of the total vote, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 2 of Article XII of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, and two so selected; shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XI

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Remedies for Breach of Covenants, Restrictions and Regulations

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

2. INVOLUNTARY SALE. If any Owner (either by his own conduct or by the conduct of any other Occupancy of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Section 4, Article VIII hereof, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring

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such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner.

3. OTHER REMEDIES. The Board or its agents shall have all rights and remedies to enforce the collection of assessments as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay his proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law (presently 8% per annum), and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof; (2) the right, by giving such Owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such Owner's interest in the property, to maintain for the benefit of all the other owners an action for possession in the manner prescribed by "an Act in regard to forcible entry and detainer" approved February 16, 1874, as amended, and to execute leases of such Owner's interest in the property and apply the rents derived therefrom against such expenses.

ARTICLE XII

General Provisions

1. Intentionally omitted.

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

3. Notices provided for in this Declaration and in the Condominium Property Act shall be in writing, and shall be addressed to the Board or Association, as the case may be, at 1300 Lake Shore Drive, Chicago, Illinois, or to any Owner at his respective Unit if addressed to an Owner, or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

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4. Notices required to be given any devisee or personal representative of a deceased 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 Owner is being administered.

4.5 Notwithstanding any provision to the contrary, any notices or communications may be delivered upon adopting rules and regulations pursuant to Section 18.4(s) of the Act (1) authorizing electronic delivery of notices and other communications required or contemplated by this Declaration and the Act to each unit owner who provides the association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each unit owner to designate an electronic address or a U.S. Postal Service address, or both, as the unit owner's address on any list of members or unit owners which an association is required to provide upon request pursuant to any provision of this Act or any condominium instrument

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

6. 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.

7. The provisions of Article III, Article VI, Section 5 of Article VII, and this paragraph 7 of Article XII of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, unit owners holding 75% of the ownership in the common elements and all mortgagees having bona fide liens of record against any Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, the Owners having at least 3/4th of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. 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 provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act".

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

9. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living lawful descendants of Richard J. Daley, Mayor of Chicago, and Richard M. Nixon, President of the United States.

10. 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.

11. In the event title to any Unit Ownership is conveyed to a land titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the 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 including specifically the provisions of Article VIII. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

IN WITNESS WHEREOF, the Board has caused this Amended and Restated Declaration to be executed as of the date first above written.

1300 LAKE SHORE DRIVE CONDOMINIUM

By: Robert M. Samoff
Its President

Attest: [Signature]
Its Secretary

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RECORDER OF DEEDS

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, CATHERINE HORVATH STEELE, a Notary Public in and for said County in the State aforesaid, do hereby certify that ROBERT SARNOFF and JERRY WICKELSON, personally known to me to be the President and Secretary, respectively, of the 1300 LAKE SHORE DRIVE CONDOMINIUM, an Illinois not-for-profit corporation, appeared before me this day in person and acknowledged that as such President and Secretary, they signed and delivered the above Amended and Restated Declaration as their free and voluntary act and as the free and voluntary act of the 1300 LAKE SHORE DRIVE CONDOMINIUM for the uses and purposes therein set forth and pursuant to their authority as officer of said Association.

Subscribed and sworn to before me this 17 day of OCTOBER, 2017

Catherine Horvath Steele
 Notary Public



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EXHIBIT B

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

FOR

1300 LAKE SHORE DRIVE CONDOMINIUM

SEE ATTACHED EXHIBIT B.1

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Unit	Percent	PIN	Last Four
3-A	0.71044	17-03-108-016	1001
3-B	0.50729	17-03-108-016	1002
3-C	0.50729	17-03-108-016	1003
3-D	0.71044	17-03-108-016	1004
4-A	0.71357	17-03-108-016	1005
4-B	0.51042	17-03-108-016	1006
4-C	0.51042	17-03-108-016	1007
4-D	0.71357	17-03-108-016	1008
5-A	0.71670	17-03-108-016	1009
5-B	0.51354	17-03-108-016	1010
5-C	0.51354	17-03-108-016	1011
5-D	0.71670	17-03-108-016	1012
6-A	0.71983	17-03-108-016	1013
6-B	0.51667	17-03-108-016	1014
6-C	0.51667	17-03-108-016	1015
6-D	0.71983	17-03-108-016	1016
7-A	0.72295	17-03-108-016	1017
7-B	0.51980	17-03-108-016	1018
7-C	0.51980	17-03-108-016	1019
7-D	0.72295	17-03-108-016	1020
8-A	0.72608	17-03-108-016	1021
8-B	0.52293	17-03-108-016	1022
8-C	0.52293	17-03-108-016	1023
8-D	0.72608	17-03-108-016	1024
9-A	0.72921	17-03-108-016	1025
9-B	0.52605	17-03-108-016	1026
9-C	0.52605	17-03-108-016	1027
9-D	0.72921	17-03-108-016	1028
10-A	0.73233	17-03-108-016	1029
10-B	0.52918	17-03-108-016	1030
10-C	0.52918	17-03-108-016	1031
10-D	0.73233	17-03-108-016	1032
11-A	0.73546	17-03-108-016	1033
11-B	0.53230	17-03-108-016	1034
11-C	0.53230	17-03-108-016	1035
11-D	0.73546	17-03-108-016	1036
12-A	0.73858	17-03-108-016	1037
12-B	0.53543	17-03-108-016	1038
12-C	0.53543	17-03-108-016	1039
12-D	0.73858	17-03-108-016	1040
13-A	0.74171	17-03-108-016	1041
13-B	0.53856	17-03-108-016	1042
13-C	0.53856	17-03-108-016	1043
13-D	0.74171	17-03-108-016	1044
14-A	0.74484	17-03-108-016	1045
14-B	0.54168	17-03-108-016	1046

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14-C	0.54168	17-03-108-016	1047
14-D	0.74484	17-03-108-016	1048
15-A	0.74796	17-03-108-016	1049
15-B-	1.08962	17-03-108-016	1050
15-D	0.74796	17-03-108-016	1051
16-A	0.75109	17-03-108-016	1052
16-B	0.54794	17-03-108-016	1053
16-C	0.54794	17-03-108-016	1054
16-D	0.75109	17-03-108-016	1055
17-A	0.75422	17-03-108-016	1056
17-B	0.55106	17-03-108-016	1057
17-C	0.55106	17-03-108-016	1058
17-D	0.75422	17-03-108-016	1059
18-A	0.75734	17-03-108-016	1060
18-B	0.55419	17-03-108-016	1061
18-C	0.55419	17-03-108-016	1062
18-D	0.75734	17-03-108-016	1063
19-A	0.76047	17-03-108-016	1064
19-B	0.55731	17-03-108-016	1065
19-C	0.55731	17-03-108-016	1066
19-D	0.76047	17-03-108-016	1067
20-A	0.76360	17-03-108-016	1068
20-B	0.56044	17-03-108-016	1069
20-C	0.56044	17-03-108-016	1070
20-D	0.76360	17-03-108-016	1071
21-A	0.76672	17-03-108-016	1072
21-B	0.56357	17-03-108-016	1073
21-C	0.56357	17-03-108-016	1074
21-D	0.76672	17-03-108-016	1075
22-A	0.76985	17-03-108-016	1076
22-B	0.56669	17-03-108-016	1077
22-C	0.56669	17-03-108-016	1078
22-D	0.76985	17-03-108-016	1079
23-A	0.77298	17-03-108-016	1080
23-B	0.56982	17-03-108-016	1081
23-C	0.56982	17-03-108-016	1082
23-D	0.77298	17-03-108-016	1083
24-A	0.77610	17-03-108-016	1084
24-B	0.57295	17-03-108-016	1085
24-C	0.57295	17-03-108-016	1086
24-D	0.77610	17-03-108-016	1087
25-A	0.77923	17-03-108-016	1088
25-B	0.57607	17-03-108-016	1089
25-C	0.57607	17-03-108-016	1090
25-D	0.77923	17-03-108-016	1091
26-A	0.78236	17-03-108-016	1092
26-B	0.57920	17-03-108-016	1093

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26-C	0.57920	17-03-108-016	1094
26-D	0.78236	17-03-108-016	1095
27-A	0.78548	17-03-108-016	1096
27-B	0.58233	17-03-108-016	1097
27-C	0.58233	17-03-108-016	1098
27-D	0.78548	17-03-108-016	1099
28-A	0.88029	17-03-108-016	1100
28-B	0.49065	17-03-108-016	1101
28-C	0.58545	17-03-108-016	1102
28-D	0.78861	17-03-108-016	1103
29-A	0.79173	17-03-108-016	1104
29B-C	1.17716	17-03-108-016	1105
29-D	0.79173	17-03-108-016	1106
30-A	0.79486	17-03-108-016	1107
30B-C	1.18341	17-03-108-016	1108
30-D	0.79486	17-03-108-016	1109
31-A	0.79799	17-03-108-016	1110
31-B	0.59483	17-03-108-016	1111
31-C	0.59483	17-03-108-016	1112
31-D	0.79799	17-03-108-016	1113
32-A	0.80111	17-03-108-016	1114
32B-C	1.19592	17-03-108-016	1115
32-D	0.80111	17-03-108-016	1116
33-A	0.80424	17-03-108-016	1117
33B, C	2.00642	17-03-108-016	1118
34-A	0.80737	17-03-108-016	1119
34-B	0.60421	17-03-108-016	1120
34-C	0.60421	17-03-108-016	1121
34-D	0.80737	17-03-108-016	1122
35-A	0.81049	17-03-108-016	1123
35-B	0.60734	17-03-108-016	1124
35C-D	1.41471	17-03-108-016	1125
36-A	0.81362	17-03-108-016	1126
36-B	0.61047	17-03-108-016	1127
36-C	0.61047	17-03-108-016	1128
36-D	0.81362	17-03-108-016	1129
37-A	0.81675	17-03-108-016	1130
37-B	0.61359	17-03-108-016	1131
37-C	0.61359	17-03-108-016	1132
37-D	0.81675	17-03-108-016	1133
38-A	0.81987	17-03-108-016	1134
38B-C	1.23344	17-03-108-016	1135
38-D	0.81987	17-03-108-016	1136
39A-F	1.44285	17-03-108-016	1137
39-C	0.61985	17-03-108-016	1138
39-D	0.44515	17-03-108-016	1139
40-A	0.94194	17-03-108-016	1140

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41-A

1.00062

17-03-108-016

1141

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