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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP AND
BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR
SHAKESPEARE COURT CONDOMINIUM**

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR SHAKESPEARE COURT CONDOMINIUM

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR SHAKESPEARE COURT CONDOMINIUM

This Amended and Restated Declaration ("Declaration") was adopted pursuant to Section 27(b)(1) of the Illinois Condominium Property Act and approved by no less than two-thirds (2/3) of the Board of Directors of the Shakespeare Court Condominium ("Association"). This Declaration shall serve the purpose of amending the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Shakespeare Court Condominium ("Original Declaration") which was recorded as Document No. 00290642 on April 26, 2000 in the Office of the Recorder of Deeds for Cook County, Illinois against the property legal described in Exhibit A attached hereto.

WITNESSETH

WHEREAS, the Association and its Owners are the legal title holders of the real estate situated in the City of Chicago, County of Cook and State of Illinois and legally described in Exhibit A attached hereto and made a part hereof;

WHEREAS, the Property (as hereafter defined), which includes, but is not limited to, said real estate, together with the buildings, structures, improvement and other permanent fixtures of any kind now or hereafter thereon, and all rights and privileges belonging or in any way pertaining thereto, has been submitted to the provisions of the Condominium Property Act of the State of Illinois, as the same may be amended from time to time;

WHEREAS, certain easements and rights in, over and upon said real estate and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance of the Property, which Property is known as SHAKESPEARE COURT CONDOMINIUM, have been established for the mutual benefit of all future owners or occupants of the Property, or any part thereof; and

WHEREAS, any owners, occupants, mortgagees and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges and restrictions hereafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of ownership and to facilitate the proper administration of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW THEREFORE, the Association and its Owners, as the legal title holders heretofore described, and for the purposes above set forth, DECLARE AS FOLLOWS:

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ARTICLE I

DEFINITIONS

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

1. "Acceptable Technological Means" means electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.
2. "Act" means the Condominium Property Act, as amended from time to time, of the State of Illinois.
3. "Association" means SHAKESPEARE COURT CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation.
4. "Board" or "Board of Directors" means the board of directors of the Association, as elected pursuant to ARTICLE XIV hereof.
5. "Board Member" means a member of the Board of Directors.
6. "Building" means all condominium structures, attached or unattached and containing one or more Units, as more specifically described in the Plat.
7. "Common Elements" mean all portions of the Property except the Units, including Limited Common Elements, unless otherwise specified.
8. "Common Expenses" mean the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
9. "Condominium Instruments" mean all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.
10. "Declaration" means this instrument, as amended from time to time.
11. "Electronic Transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.
12. "First Mortgagee" means the holder of a note secured by a bona fide first mortgage or first trust deed covering a portion of the Property.
13. "Limited Common Elements" means a portion of the Common Elements so designated, if any, in this Declaration as being reserved for the use of a certain Unit or Units to

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the exclusion of other Units. Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, perimeter doors, windows in perimeter walls, and any other apparatus designed to serve a single Unit shall be deemed a limited common element appertaining to that Unit exclusively.

14. "Majority" means more than fifty percent (50%).
15. "Occupant" means a Person or Persons other than a Unit Owner, in possession of one or more Units.
16. "Parcel" means the parcel or tract of real estate, described in Exhibit A attached to and made a part of this Declaration.
17. "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
18. "Plat" means the Plat or Plats of Survey of the Parcel and of all Units in the Property attached to the Original Declaration as Exhibit B, which may consist of a three-dimensional horizontal and vertical delineation of all such Units.
19. "Prescribed Delivery Method" means mailing, delivering, posting in an Association publication that is routinely mailed to all members, electronic transmission, or any other delivery method that is approved in writing by the member and authorized by the Community Instruments.
20. "Property" or "Condominium Property" means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act, as shown on Exhibit A attached hereto.
21. "Purchaser" means any Person or Persons who purchases a Unit in a bona fide transaction for value.
22. "Reserves" mean those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board.
23. "Unit" means a part of the Property designed and intended for any type of independent use, as more fully depicted on the Plat.
24. "Unit Owner" or "Owner" means the Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of one (1) Unit.
25. "Unit Owners Association" or "Association" means the Association of all the Unit Owners, acting pursuant to the By-Laws through its duly elected Board.

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26. "Unit Owner's Percentage Interest" or a phrase of similar import shall mean the percentage interest in the Common Elements appurtenant to a Unit, as set forth in Exhibit B attached hereto and made a part hereof.

27. "Voting Member" means the Person entitled to exercise all voting power in respect to each Unit, as further set forth in ARTICLE XV.

ARTICLE II

UNITS

1. Description and Ownership. All Units are delineated on the Plat by a distinguishing number or other symbol and are described as follows:

Unit
3425-1A
3425-2A
3425-3A
3425-1B
3425-2B
3425-3B
3427-1A
3427-2A
3427-3A
3427-1B
3427-2B
3427-3B
3429-1A
3429-2A
3429-3A
3429-1B
3429-2B
3429-3B
3431-1A
3431-2A
3431-3A
3431-1B
3431-2B
3431-3B

in SHAKESPEARE COURT CONDOMINIUM, as delineated in Exhibit A.

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Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. Each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in the Plat. For purpose of maintenance and repair, Units shall be deemed to extend only to the unfinished surface of each Unit's perimeter walls, ceiling and floor. The finished surface of said Units and perimeter walls, ceiling and floor shall not be considered to be Common Elements and maintenance and repair thereof shall not be part of the Common Expenses. Except as provided by the 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 the Plat.

2. Certain Structures Not Constituting Part of a Unit. No structural components of the Building, and no pipes, wires, conduits, public utility lines, ducts, flues, shafts or air conditioners situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed part of a Unit.

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 patios walks and driveways, landscaping, stairways, basement, rear porches, entrances and exits, roof, structural parts of the Building, component parts of walls, floors and ceilings and pipes, ducts, flues, shafts and public utility lines serving the Common Elements or more than one (1) Unit.

Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall such references define the Common Elements in any way.

2. Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all the other Unit Owners of the Property, and, except as otherwise limited in this Declaration, each Unit Owner 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. Such right shall extend to each Unit Owner and Occupant, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner's interest shall be expressed by a percentage amount, and once determined shall remain constant and may not be changed except as provided in the Act. Each Unit's corresponding percentage of ownership in the Common Elements is set forth in Exhibit B.

3. Maintenance of Common Elements. The Common Elements shall be maintained at all times in compliance with the ordinances of the City of Chicago and the City shall have the right, but not the duty, to inspect the Common Elements.

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4. Partition of the Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Amended and Restated 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-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.

5. Limited Common Elements. Except as otherwise provided in this Declaration, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Units. Without limiting the generality of the foregoing, the Limited Common Elements shall include, without limitation, the following: (a) the interior surfaces of the perimeter walls, floors and ceilings which define the boundary planes of a Unit; (b) perimeter doors and windows, including plate glass and skylights, if any, which serve exclusively a single Unit; (c) any system or component part thereof (including, without limitation and to the extent applicable, fireplace flues and chimneys, furnaces, fittings, housing, pipes, ducts, flues, shafts, electrical wiring or conduits) which serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit; and (d) portion of the Common Elements which has been designated by this Declaration or the plat as Limited Common Elements.

6. Assignment or Transfer of Limited Common Elements. Limited Common Elements shall be non-assignable. However, the use of the Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with this Declaration and By-Laws, and the provision of the Act. Each transfer shall be made by an amendment to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Managers. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Managers shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded. Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

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

2. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the

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intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without so affecting 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. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the Owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who creates an encroachment by his intentional, willful or negligent conduct or that of his agent. Ameritech, Commonwealth Edison Company, Peoples Gas and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment related to their service to the Property, into and through the Common Elements and the Units, where reasonably necessary for the purpose of providing utility services to the Property or a Unit.

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

5. Easement in Favor of the Association. Each Unit is hereby subject to an easement in favor of the Association, its employees and agents to enter such Unit as may be necessary to carry out the duties imposed upon or permitted to the Association.

ARTICLE V

COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

1. Common Expenses. Each Unit Owner shall pay the Owner's proportionate share of the Common Expenses of administration, maintenance and repair of the Common Elements, notwithstanding that said administration, maintenance and repair costs may not be due to equal or proportionate use by all the Unit Owners, and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon by the Board. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the

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amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

2. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of said Unit and each Unit Owner's respective ownership interest in the Common Elements.

3. Separate Real Estate Taxes. It is understood 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 the proportionate share thereof in accordance with the Unit Owner's respective percentage of ownership interest in the Common Elements.

ARTICLE VI

INSURANCE

1. Property Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductible, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: the Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than ten percent (10%) of each insured building value or \$500,000 whichever is less.

The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, built-in cabinets installed by Unit Owners, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner.

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2. General Liability Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

3. Required Provisions. Property and general liability insurance policies required to be carried by the Association must include each of the following provisions:

A. Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

B. The insurer waives its right to subrogation under the policy against any Unit Owner of the condominium or members of the Unit Owner's household and against the Association and members of the Board.

C. The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

4. Adjustment of Losses; Distribution of Proceeds. Any loss covered by the property policy required to be maintained by the Association must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

5. Primary Insurance. If at the time of a loss under the Association's policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance. In the event of any loss, the Board shall solicit bids from reputable contractors.

6. Deductibles. The Board of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit

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Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

7. Directors and Officers Coverage. The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or this Declaration and By-Laws of the Association. The coverage required by this subsection shall include, but not be limited to, coverage of defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this subsection shall include as an insured: past, present, and future Board members while acting in their capacity as members of the Board of Directors; the managing agent; and employees of the Board of Directors and the managing agent.

8. Mandatory Unit Owner Coverage. Each Unit Owner shall be responsible for his or her own insurance on additions, alterations or improvements made by said Unit Owner to the Unit, personal property in the owner's own Unit, and personal property stored elsewhere on the Property. Each Unit Owner must also obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

9. Appraisal. The full, insurable replacement cost of the Property, including the Units and Common Elements, shall be determined from time to time by the Board. The Board shall have the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a Common Expense.

10. Worker's Compensation and Other Insurance. The Board shall acquire, as a Common Expense, worker's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to, insurance for the Association, its officers and manager against liability from good faith actions which are beyond the scope of its or their authority.

11. Waiver. Each Unit Owner hereby waives and releases any and all claims which he or she may have against any other Unit Owner, the Association, its officers, members of the Board, the managing agent of the Property, if any, and their respective employees, agents and attorneys, for damage to the Common Elements, the Units, or to any person or personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty or liability insurance.

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12. Notice. The Board shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this Article.

13. Fidelity Bond The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

ARTICLE VII

ADMINISTRATION AND OPERATIONS

1. Administration. The administration of the Property shall be vested in a Board consisting of five persons, who shall be elected in the manner provided in the By-Laws contained herein, as ARTICLE XIII. The SHAKESPEARE COURT CONDOMINIUM ASSOCIATION, a State of Illinois a not-for-profit corporation, shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elements and for such other purposes as are hereafter provided. The board of directors of such corporation shall be deemed to be the Board referred to herein and in the Act.

2. Duties and Powers of the Association. The Association is responsible for the overall administration of the Property through its duly elected Board. The duties and powers of the Association and its Board shall be those set forth in its articles of incorporation and By-Laws and this Declaration; provided, however, that (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the articles of incorporation or By-Laws on the other hand, and (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand and the articles of incorporation or By-Laws on the other hand.

3. Indemnity. The members of the Board and the officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any act or omission by such members or officers on behalf of the Unit Owners or the Association unless any such act or omission shall have been made in bad faith, or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by the above members or officers or as a result of the aforesaid indemnity shall be limited to the product of (i) the amount of the total liability thereunder, and (ii) his or her percentage interest in the Common Elements. Each agreement made by the employees or officers of the managing agent, as the case may be, is made as the agent for the Unit Owners or for the Association.

4. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, the Declaration or By-Laws, the

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determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

ARTICLE VIII

MAINTENANCE, ALTERATIONS AND DECORATING

1. Maintenance, Repairs and Replacements. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. Maintenance, repairs and replacements of the Common Elements, including the care of trees, shrubs and grass, grass cutting, snow removal and repair of sidewalks shall be furnished by the Board as part of the Common Expenses, subject to the rules and regulations of the Board, and provisions of ARTICLE XIV hereof.

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

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

If, due to the act or neglect of a Unit Owner, a member of his family, his household pet or his guest or any Occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required, the cost of which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and the costs of such maintenance, repairs and replacements as may be determined by the Board, to the extent such damage or maintenance is not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Section 1. All expenses which pursuant to this Section 1 are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

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

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such Limited Common Elements are assigned, unless the Board votes to assume said expense on a uniform non-discriminatory basis.

3. Alterations, Additions or Improvements. No alterations of any Common Elements, Limited Common Elements, or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions and improvements within his Unit without the prior written approval of the Board, but in any event, such Unit Owner shall be responsible for any damage to other Units, the Common Elements or the Property as a result of such alterations, additions or improvements. Notwithstanding the foregoing, nothing shall be done in any Unit, or in, on or to the Common Elements which might alter the original structure of the Unit or impair the structural integrity of the Building or which might structurally change the Building, without the prior written approval of the Board. The Board shall not approve such an alteration without first conducting a study of all blueprints, work, plans and specifications which the Unit Owner proposing the alteration shall prepare or have prepared and shall submit to the Board, at that Unit Owner's expense and not as a Common Expense.

4. Decorating. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window treatments, lamps and other furnishings and interior decorating. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations adopted by 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.

ARTICLE IX

SALE, LEASE OR OTHER ALIENATION

1. Successors Bound. If a sale, lease, devise or gift of any Unit Ownership is made by any Unit Owner, the purchaser, lessee, devisee or donee thereunder shall be bound by and be subject to all of the obligations of such prior Unit Owner with respect to such Unit Ownership as provided in this Declaration and the By-Laws. In the event of a sale of a condominium unit by a Unit Owner, the Association shall not exercise any right of refusal, option to purchase, or right to disapprove the sale, on the basis that the purchaser's financing is guaranteed by the Federal Housing Administration.

2. Leasing. Except as provided herein in this Declaration Amendment, no Unit Owner may enter into any lease or other tenancy arrangement until said Unit Owner has owned the Unit for at least two (2) years. During such initial two (2) year period, the Unit shall be occupied as the principal residence of the Owner. No units shall be leased by a Unit Owner for a term of other than one (1) year, and no portion of a unit which is less than the entire unit shall be leased. Each lease or extension thereof shall be in writing, and shall provide that the tenant has

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received copies of the Association's Declaration, By-Laws, rules and any amendments thereto. The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease or renewal, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

A. The Board of Directors of the Association shall have the right to lease out any Association owned Units or any Unit which the Association has possession of pursuant to any court order, notwithstanding anything contained in this Declaration Amendment.

B. In the event that a Unit or any interest therein is leased in violation of this Declaration Amendment, the Board shall have the right to enforce the restrictions, limitations, prohibitions or conditions set forth in the Declaration by any proceeding at law or in equity and may pursue any or all of the remedies set forth in the Declaration, By-Laws and Rules and Regulations, or in the Illinois Condominium Property Act.

3. Implementing Rules. The Board may adopt rules and regulations from time to time, not inconsistent with this Article, for the purpose of implementing and effectuating the purposes of this Declaration.

4. Resales.

A. In the event of any resale of a Unit by a Unit Owner, such Owner shall obtain from the Board of Directors and shall make available for inspection to the prospective purchaser, upon demand, the following:

- i. A copy of the Declaration, By-laws, other Condominium Instruments and any rules and regulations.
- ii. A statement of any liens, including a statement of the account of the Unit setting forth the amounts of unpaid assessments and other charges due and owing as authorized and limited by the provisions of Section 9 of the Act or the Condominium Instruments.
- iii. A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.

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iv. A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors.

v. A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.

vi. A statement of the status of any pending suits or judgments in which the Association is a party.

vii. A statement setting forth what insurance coverage is provided for all Unit Owners by the Association.

viii. A statement that any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by the prior Unit Owner are in good faith believed to be in compliance with the Condominium Instruments.

ix. The identity and mailing address of the principal officer of the Unit Owner's Association or of the other officer or agent as is specifically designated to receive notices.

B. The President of the Board or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

C. Within fifteen (15) days of the recording of a mortgage or trust deed against a Unit Ownership given by the Owner of that Unit to secure a debt, the Owner shall inform the Board of Directors of the Association of the identity of the lender together with a mailing address at which the lender can receive notices from the Association. If a Unit Owner fails or refuses to inform the Board as required under subsection (c) then that Unit Owner shall be liable to the Association for all costs, expenses and reasonable attorney's fees and such other damages, if any, incurred by the Association as a result of such failure or refusal.

A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board of Directors to the Unit seller for providing such information.

ARTICLE X

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 Units, shall suffer damage or destruction from any cause, and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or

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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 therefor; reconstruction shall be performed pursuant to the Plat and building plans submitted to the City of Chicago, Illinois; provided, however, in the event that within one hundred and eighty (180) days after said damage or destruction the Unit Owners shall elect either to sell the Property as hereinafter provided in ARTICLE XII or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act, as herein and therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

2. Insufficient Insurance. If the insurance proceeds are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provisions for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, the Board of Directors may record a notice setting forth such facts and upon the recording of such notice:

A. The Property shall be deemed to be owned in common by the Unit Owners;

B. The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Elements;

C. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided herein; and

D. The Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Property as provided in Exhibit B hereto, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for that purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

3. In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4ths) of the Unit Owners voting at a meeting called for that purpose, the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting, the Board or its representative shall present to the members

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present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

4. In the case of damage or other destruction, upon affirmative vote of not fewer than three-fourths (3/4ths) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements, will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

ARTICLE XI

EMINENT DOMAIN

1. Reallocation of Common Elements and Condemnation Award. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof withdrawn shall be reallocated among the remaining Units on a prorata basis based upon the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced based upon the diminution in market value of the Unit, as determined by the Board of Directors. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, but excluding the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interest of those entitled to its use.

2. Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

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ARTICLE XII

SALE OF THE PROPERTY

A. Unless a greater percentage is provided for in the declaration or bylaws, and notwithstanding the provisions of Sections 13 and 14 hereof, a majority of the unit owners where the property contains 2 units, or not less than 66 2/3% where the property contains three units, and not less than 75% where the property contains 4 or more units may, by affirmative vote at a meeting of unit owners duly called for such purpose, elect to sell the property. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any unit owner who did not vote in favor of such action and who has filed written objection thereto with the manager or board of managers within 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 greater of: (i) the value of his or her interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such unit owner or (ii) the outstanding balance of any bona fide debt secured by the objecting unit owner's interest which was incurred by such unit owner in connection with the acquisition or refinance of the unit owner's interest, less the amount of any unpaid assessments or charges due and owing from such unit owner. The objecting unit owner is also entitled to receive from the proceeds of a sale under this Section reimbursement for reasonable relocation costs, determined in the same manner as under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended from time to time, and as implemented by regulations promulgated under that Act.

B. If there is a disagreement as to the value of the interest of a unit owner who did not vote in favor of the sale of the property, that unit owner shall have a right to designate an expert in appraisal or property valuation to represent him, in which case, the prospective purchaser of the property shall designate an expert in appraisal or property valuation to represent him, and both of these experts shall mutually designate a third expert in appraisal or property valuation. The 3 experts shall constitute a panel to determine by vote of at least 2 of the members of the panel, the value of that unit owner's interest in the property. The changes made by this amendatory Act of the 100th General Assembly apply to sales under this Section that are pending or commenced on and after the effective date of this amendatory Act of the 100th General Assembly.

ARTICLE XIII

BY-LAWS

The provisions of ARTICLES XIV, XV, XVI, XVII and XVIII shall constitute the By-Laws of the Association and the By-Laws prescribed by the Act.

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ARTICLE XIV

BOARD OF DIRECTORS

1. Board of Directors.

A. The direction and administration of the Property shall be vested in a Board, consisting of five persons who shall be appointed or elected in the manner herein provided. Each Board Member shall be one of the Unit Owners, provided, however, that in the event a Unit 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 Board Member. No two persons comprising the same Unit Owner or Unit Owners may serve simultaneously as Board Members. If there are multiple Unit Owners of a single Unit, only one of the multiple Unit Owners shall be eligible to serve as a member of the Board at any one time.

B. In all elections for Board Members each Voting Member shall be entitled to cumulate his or her votes in the manner provided by law 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. Board Members shall be elected to the Board for a term of one (1) year. Any proxy distributed for Board elections by the Board must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name. The Board may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate. Officers and Board Members may succeed themselves. The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the term of office of Board Members, or the number of Board Members, at any annual or special meeting, provided that the number of Board members shall not be less than three, that no member of the Board or officer shall be elected for a term of more than two years, and that the terms of at least one third (1/3) of the persons on the Board shall expire annually. Board Members shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. A majority of the Board Members shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with the Act and such resolutions as the Board may adopt, provided such resolution does not contradict with the terms of this Declaration or the Act.

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C. 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 be the chief executive officer of the Board and the Association and who shall execute amendments to the Condominium Instruments, a secretary who shall keep the minutes of all meetings of the Board and the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of secretary, a treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. The remaining members of the Board may fill a vacancy among the officers for the unexpired term of office.

D. 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 annual or special meeting called for that purpose. The remaining members of the Board may fill a vacancy on the Board by a two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

E. The Board shall meet at least six (6) times annually, on the third Thursday evening of January, March, May, July, September and November, and at such other times as the Board may deem necessary.

F. 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 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. Any vote on these matters shall take place at a meeting of the Board of Managers or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings of the Board of Managers or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

G. Notice of every meeting of the Board of Managers shall be given to every Board member at least forty-eight (48) hours prior thereto, unless the Board member waives notice of the meeting pursuant to subsection (a) of Section 18.8 of the Act. In addition, notice of every meeting of the Board shall be posted in entranceways, elevators,

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or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. Notice of every meeting of the Board of Managers shall also be given at least forty-eight (48) hours prior to the meeting, or such longer notice as the Condominium Property Act may separately require, to: (i) each unit owner who has provided the Association with written authorization to conduct business by acceptable technological means, and (ii) to the extent that the condominium instruments of the Association require, to each other Unit Owner, as required by subsection (f) of Section 18.8 of the Act, by mail or delivery, and that no other notice of a meeting of the Board of Managers need be given to any Unit Owner.

H. 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.

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

2. General Powers of the Board.

A. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

1. Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (1) shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

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2. Preparation, adoption and distribution of the annual budget for the Property;
3. Levying of assessments;
4. Collection of assessments from Unit Owners;
5. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
6. Obtaining adequate and appropriate kinds of insurance;
7. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;
8. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
9. To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units. Any such entry shall be made with the least inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a Common Expense;
10. To pay for water, waste removal, other operating expenses, electricity, telephone and other necessary utility services for the Common Elements;
11. To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including windows and glass doors appurtenant to a Unit, if any, and the interior surfaces of the Units and of the hallway doors appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain and repair) and the Board shall have the exclusive right and duty to acquire supplies for the same as a Common Expense;
12. To pay for 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-Laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property, as condominiums or for the enforcement of these restrictions;

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13. To pay any amount necessary to discharge any mechanic's lien or other encumbrance 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 interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit Owners;

14. After ten (10) days' notice to a Unit Owner requesting it to maintain and repair the Unit of such Owner, and such Owner's failure to repair or maintain, to repair and maintain the Unit and levy a special assessment against such Unit Owner for the cost of said maintenance or repair;

15. To engage the services of an agent to manage the Property to the extent deemed advisable by the Board. However, all management agreements shall provide they can be canceled with ninety (90) days' notice without cause and thirty (30) days' notice with cause;

16. To pay for the cost of heating the Common Elements, including any costs associated with repair or replacement of the boiler and any pipes or components of the heating system (all of which, other than radiators, are Common Elements);

17. Upon authorization by the affirmative vote of not less than two-thirds of the Board Members or by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, acting on behalf of all Unit Owners, to seek relief from or in connection with the assessment of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property, and to charge and collect all expenses incurred in connection therewith as Common Expenses;

18. To adopt and amend rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Unit Owners and Occupants, 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 Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. 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

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any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium Unit;

19. To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;

20. To impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;

21. By a majority vote of the entire Board, to assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association;

22. To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act;

23. To record the granting of an easement for the laying of cable television or high speed internet cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act, and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television or bulk high speed internet service for all of the Units of the condominium on a bulk identical service and equal cost per Unit; and to assess and recover the expense as a common expense and if so determined by the Board, to assess each and every Unit on the same equal cost per Unit;

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

25. To reasonably accommodate the needs of a Unit Owner who is a person with a disability as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances, in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit.

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26. To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board or any contract entered into prior to the recording of the Declaration pursuant to the Act, and to distribute the notice to the Unit Owners within 7 days of the acceptance of the service by the Board. The service shall be effective as if each individual Unit Owner had been served individually with notice.

27. To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the Condominium Property 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 any 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 Condominium Property Act or any condominium instrument.

28. To establish and maintain a system of master metering of public utility services and collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

29. The Board may prohibit or limit the smoking of cannabis; as the term "smoking" is defined in the Cannabis Regulation and Tax Act, within a Unit Owner's Unit but shall not otherwise restrict the consumption of cannabis by any other method within a Unit Owner's Unit or the Limited Common Elements. The Board may, however, restrict any form of consumption of cannabis within the Common Elements.

In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners.

B. 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. Except as otherwise directed by the Board, such documents shall be signed by the Treasurer and countersigned by the President.

C. Nothing contained herein shall be construed to give the Board, Association or Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

D. The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a

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decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within thirty (30) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children.

E. The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as that term is defined in the Condominium Property Act, and that the Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within seven (7) business days after the emergency event, and (ii) the general description of the actions taken to address the event within seven (7) days after the emergency event.

F. Records.

(i) The Board of Managers of the Association shall keep and maintain the following records, or true and complete copies of these records, at the Association's principal office:

(1) the Association's Declaration, By-Laws, and plats of survey, and all amendments of these;

(2) the rules and regulations of the Association, if any;

(3) if the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;

(4) minutes of all meetings of the Association and its Board of Managers for the immediately preceding 7 years;

(5) all current policies of insurance of the Association;

(6) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;

(7) a current listing of the names, addresses, email addresses, telephone numbers, and weighted vote of all members entitled to vote;

(8) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Managers; and

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(9) the books and records for the Association's current and ten
 (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts, expenditures, and accounts.

(ii) Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subsections (1), (2), (3), (4), (5), (6) and (9) of subsection (i) of this Section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to be examined. Failure of the Association's Board of Managers to make available all records so requested within ten (10) business days of receipt of the member's written request shall be deemed a denial.

(iii) Except as otherwise provided in subsection (v) of this Section, any member of an Association shall have the right to inspect, examine, and make copies of the records described in subsections (7) and (8) of subsection (i) of this Section, in person or by agent, at any reasonable time or times but only for purpose that relates to the Association, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to be examined. As a condition for exercising this right, the Board of Managers or authorized agent of the Association may require the member to certify in writing that the information contained in the records obtained by the member will not be used by the member for any commercial purpose or for any purpose that does not relate to the Association. The Board of managers of the Association may impose a fine in accordance with section 18.4(l) of the Act upon any person who makes a false certification. Subject to the provisions of subsection (v) of this Section, failure of the Association's Board of Managers to make available all records so requested within ten (10) business days of receipt of the member's written request shall be deemed a denial; provided, however, if the Board of Managers of the Association has adopted a secret ballot election process as provided in the Act, it shall not be deemed to have denied a member's request for records described in subdivision (8) of subsection (i) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting member within ten (10) business days of receipt of the member's written request.

In an action to compel examination of records described in subdivisions (6), (7), (8), and (9) of subsection (i) of this Section, the burden of proof is upon the member to establish that the member's request is based on a proper purpose.

(iv) The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section may be charged by the Association to the requesting member. If a member requests copies of records requested under this Section, the actual costs to the

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Association of reproducing the records may also be charged by the Association to the requesting member.

(v) Notwithstanding the provisions of subsection (iii) of this Section, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its members:

- (1) documents relating to appointment, employment, discipline, or dismissal of association employees;
- (2) documents relating to actions pending against or on behalf of the Association or its Board of Managers in a court or administrative tribunal;
- (3) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Managers in a court or administrative tribunal;
- (4) documents relating to common expenses or other charges owed by a member other than the requesting member; and
- (5) documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a member other than the requesting member.

As used herein, "commercial purpose" means the use of any part of a record or records described in subdivisions (7) or (8) of subsection (i) of this section, or information derived from such records, in any form for sale, resale, or solicitation or advertisement for sales or services.

ARTICLE XV

MEMBERS (UNIT OWNERS)

1. Voting Rights. There shall be one Person (a "Voting Member") with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Member shall be a Unit Owner or may be some person designated by such Unit Owner to act as proxy on his or their behalf, provided that such designation of proxy shall be in the form of a signed writing 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 Unit Owner or Unit Owners and, in no event, shall such designation or proxy be valid for a period exceeding eleven (11) months. Any or all Unit Owners, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Members may vote or take any other action either in person or by proxy. The total number of votes of all Voting Members shall be 100, and each Unit Owner shall be entitled to the number of votes equal to the total of the percentage of

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ownership interest in the Common Elements applicable to his or their Unit as provided in Exhibit B attached hereto. The Association shall have one class of membership only and nothing contained in these Condominium Instruments shall permit or allow different classes of membership among the Unit Owners.

A. Where there is more than one Unit Owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

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

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

D. If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-

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issued ballot in person at the election meeting; or (ii) by any acceptable technological means; instructions regarding the use of electronic means for voting shall be distributed to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election meeting, and the Board shall give Unit Owners not less than twenty one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; the deadline shall be no more than seven (7) days before the instructions for voting using electronic or acceptable technological means is distributed to Unit Owners; every instruction noticed must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity cast votes for candidates whose names do not appear on the ballot; a Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby avoiding any vote previously submitted by that Unit Owner;

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

F. Votes cast by ballot under subsection (C) or electronic or acceptable technological means under subsection (D) are valid for the purpose of establishing a quorum.

G. The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

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

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2. Meetings.

A. Meetings of the Voting Members shall be held at the Property or at such other place in Illinois as may be designated in any notice of a meeting. The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage, provided that in voting on amendments to the Association's bylaws, a Unit Owner who is in arrears on the Unit Owner's regular or separate assessments for sixty (60) days or more, shall not be counted for purposes of determining if a quorum is present, but that Unit Owner retains the right to vote on amendments to the Association's bylaws. 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 represented (either in person or by proxy) at such meeting.

B. There shall be an annual meeting of the Voting Members on the third Tuesday of each November, at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board, one of the purposes of such annual meeting shall be to elect members of the Board.

C. 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 the President, a majority of the Board, or by the Voting Members having twenty percent (20%) of the total votes. The notice shall specify the date, time and place of the meeting and the matters to be considered.

3. Notices of Meetings. Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting, except that notice may be sent to the extent the condominium instruments or Rules adopted thereunder expressly so provide, by electronic transmission consented to by the Unit Owner to whom the notice is given, provided that a Board member or Officer or his agent certifies in writing to the delivery by electronic means.

4. Miscellaneous. Matters subject to the affirmative vote of not less than two-thirds of the votes of Unit Owners at a meeting duly called for that purpose shall include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (3) the purchase or sale of land or of Units on behalf of all Unit Owners.

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ARTICLE XVI

BUDGET AND ASSESSMENTS; ANNUAL ACCOUNTING; RESERVES AND DEFAULT IN PAYMENT

1. Annual Budget.

A. Each year on or before May 1st, the Board shall estimate the annual budget of Common Expenses ("Annual Budget"), including the total amount required for the cost of wages, materials, insurance, services and supplies that will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements (as hereinafter specified) and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for reserves, capital expenditures or repairs or payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least twenty-five (25) days before the adoption thereof. The Association shall give Unit Owners notice as provided in the Act for membership meetings of any meeting of the Board concerning the adoption of the proposed Annual Budget and regular assessments pursuant thereto, or the adoption of a separate (special) assessment.

B. The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of ensuing year, and the 1st day of each and every month of said year.

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

D. Except as provided in subsection (E) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within twenty-one (21) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

E. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions of item (D) above or item (F) below. As used herein,

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"emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

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

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

H. The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment that is due more than ten (10) days after such new annual Budget shall have been mailed.

I. Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain that reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Board shall determine. Such charge shall be considered a common expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

J. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special 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 Unit Owners in their relative percentages of ownership interest in the Common Elements.

2. Annual Accounting.

A. On or before the 1st day of August of each calendar year commencing 2001, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred or paid together with an indication of which portions of the Annual Budget were for reserves, capital expenditures or repairs or payment or real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of

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the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

B. The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association or at its direction.

C. The Association shall provide a financial statement for the preceding fiscal year within one-hundred-twenty (120) days after the end of such fiscal year upon submission of a written request by any holder, insurer, or guarantor or a first mortgage secured by a Unit.

3. Reserves.

A. The Association shall build up and maintain a reasonable Reserve for operations, contingencies, and replacement. Extraordinary expenditures not originally included in the Annual Budget that may become necessary during the year shall be charged first against such Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency on such conditions as the Association or the Board deems appropriate.

B. The Annual Budget shall provide for reasonable Reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board of Managers shall take into consideration the following: (i) the repair and replacement cost and estimated useful life of the property the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this section by a vote of not less than two-thirds (2/3) of the total votes of the Association. In the event the Association elects to waive all or part of the Reserve requirements of this section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under Paragraph 22.1 of the Act, and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. If the Association

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elects to waive all or part of such Reserve requirements, the Association may, by a vote of not less than two-thirds (2/3) of the total votes of the Association, elect to again be governed by the Reserve requirements of this section.

4. Default in Payment.

A. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 4% of the balance of the aforesaid charges and assessments for each month, or part thereof, that the balance, or any part thereof, remains unpaid. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof, or to foreclose the lien therefor as provided by law; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. In addition, the Association may also take possession of the Unit in the manner provided by law. The Association shall have no authority to forebear the payment of assessments by any Unit Owner. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

B. Each such assessment, together with interest, court costs, late charges and reasonable attorneys' fees and costs of collections or the amount of any unpaid fine shall also be the personal obligation of the Person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them or required by applicable law.

C. Upon ten (10) days' notice to the manager or Board and payment of a reasonable fee, any Unit 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 Unit Owner.

ARTICLE XVII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and the Common Elements shall be owned, occupied and used subject to the following covenants and restrictions:

1. General Use. Each Unit (or any two or more adjoining Units used together) shall be used for residential purposes only. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner, including, without limitation, walls separating such Units and hallways serving only such Units, may be altered, removed or made part of such Units to afford ingress and egress to and from such adjoining Units, and new walls obstructing such hallways may be added to the Common Elements; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish to the Board not less than thirty (30) days prior to the date the Unit Owner desires to commence such work all plans

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detailing the work to be done, (iii) the Board consents to the performance of such work and grants permission to the Unit Owner to use such Common Elements as Limited Common Elements; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; and (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together.

2. Obstruction of Common Elements and Unit Maintenance. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas which are Limited Common Elements serving exclusively the Unit of the Unit Owner obstructing such Common Elements and in areas made part of a Unit in accordance with Section 1 of this ARTICLE XVII) without the prior consent of the Board or except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair such Unit Owner's own Unit.

3. Prohibited Use. Nothing shall be done or kept in any Unit or in the Common Elements serving the Units which will increase the rate of insurance on the Building or contents thereof without the prior written consent of the Board. In any case, the Unit Owner of such Unit shall be responsible for payment of any such increase. No Unit Owner shall permit anything to be done or kept in such Unit Owner's 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.

4. Pets, etc. No animals or reptiles shall be raised, bred or kept in any Unit or the Common Elements, except, with respect to Units, for animals which are of a breed or variety commonly kept as household pets in first-class condominium buildings located in Chicago, Illinois, are not kept or bred for any commercial purpose, are not allowed to run loose on the Property, are kept in strict accordance with such other rules and regulations relating to household pets as may be from time to time adopted or approved by the Board, and do not, in the judgment of the Board, constitute a nuisance to others. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in such Unit Owner's or Occupant's respective Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements or anywhere on the Property.

5. Prohibitions.

A. No noxious, unlawful or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

B. 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.

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

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

E. No use of a Unit shall be conducted, maintained or permitted to the extent such use is in violation of the uses permitted hereunder or under any applicable laws, statutes, codes, regulations or ordinances governing the Property from time to time (including, without limitation, the relevant provisions of the City of Chicago zoning ordinance).

6. Personal Use of Units. The Unit restrictions in Section 1 of this ARTICLE XVII shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his or her personal professional library therein; (ii) keeping his or her personal business or professional record or accounts therein; (iii) handling his or her personal business or professional telephone calls or correspondence therefrom; (iv) maintaining a computer or other office equipment within the Unit; or (v) utilizing secretarial help and having occasional business visitors. Such uses are expressly declared customarily incident to the principal resident use and not in violation of Section 1 of this ARTICLE XVII. Notwithstanding the foregoing, no Unit Owner shall suffer or permit the regular or consistent entry of customers or clients.

7. Key Requirement. Each Unit Owner shall deposit with the Board duplicate keys for all locks required for entry to such Unit Owner's Unit.

8. Flags. Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner

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is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used in this Section:

A. "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

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

ARTICLE XVIII

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoyment. The violation of any restriction, condition or regulation adopted by the Board, or the breach of any covenant or provisions 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 Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and 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 proceeding, 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 expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum until paid, or at such other maximum interest rate permitted by law if said rate is less than eighteen percent (18%) per annum, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property. 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 Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of

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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 recur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a notice in writing specifying that if such default is not cured within ten (10) days, the Board shall terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and after such ten (10) day period an action in equity may be filed by the Board against the defaulting Unit Owner or Occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the said violation and ordering the right, title and interest of the Unit Owner in the Property to 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 defaulting Unit Owner shall be enjoined, restrained and prohibited from reacquiring 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 Unit 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 Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit Ownership and, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, 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.

ARTICLE XIX

GENERAL PROVISIONS

1. Notice to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage or trust deed. The Board may charge a reasonable amount to said mortgagees or the Unit Owner for the cost of providing any requested notice.

2. Notices to Board, Association and Unit Owners. Notices provided for in this Declaration and in the Act shall be prepared and served in accordance with the terms of this Declaration and the Act. 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 Unit Owners. Any Unit 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 if mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or if mailed by regular mail addressed to a Unit Owner, three (3) days after being deposited in the mail or at the door of his Unit.

3. Notice to Decedent. Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such

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party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

4. Binding Effect. Each purchaser, by acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, 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 or any Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

5. Waiver. 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.

6. Amendment. Except as otherwise provided in the Act, this Declaration and By-Laws, the provisions of this Declaration and By-Laws and the Condominium Instruments may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by at least two-thirds (2/3) of the Voting Members and the approval of any mortgagees required under the provisions of the Condominium Instruments, and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon recordation thereof. Except to the extent authorized by provisions of the Act and this Declaration and By-Laws, no amendment to the Condominium instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Association, or the liability for Common Expenses appertaining to a Unit.

7. Perpetuities and Restraints. 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 analogous statutory provisions, (b) rules restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until the earlier of twenty-one (21) years after the death of the last to die of the now living lawful descendants of Bill Clinton, former President of the United States, or such sooner date which is one day prior to the expiration of any applicable time limit.

8. Liens. In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may relieve such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against a Unit and against the Property, the amount of such proportional payment shall be computed on the basis of the Percentage of Ownership in the

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Common Elements of the Owner of such Unit. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien.

An Owner shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board, if any, shall be limited to his proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his Unit, or caused by his or his agents conduct.

If, as a result of work expressly authorized by the Board, a mechanic's lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it, and consented thereto, and shall be liable for the payment on the basis of the Percentage of Ownership in the Common Elements.

9. Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the operation of this condominium.

10. Headings. The headings and captions contained herein are inserted for convenient reference only.

11. Land Trust Unit Owners' Exculpation. In the event title to any Unit is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the Unit under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holding 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 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.

12. Use of Technology.

A. Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any condominium instrument or any provision of the Act may be accomplished using acceptable technological means.

B. The Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any condominium instrument or any provision of the Act by use of acceptable technological means.

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C. A signature transmitted by acceptable technological means satisfies any requirement for a signature under any condominium instrument or any provision of the Act.

D. Voting on, consent to, and approval of any matter under any condominium instrument or any provision of the Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

E. Subject to other provisions of law, no action required or permitted by any condominium instrument or any provision of the Act need be acknowledged before a

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notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors or Board of Managers.

F. If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of acceptable technological means.

IN WITNESS WHEREOF, the Board of Directors of the Shakespeare Court Condominium Association has caused its name to be signed to these presents by its President and attested by its Secretary, this 13 day of Nov, 2019.

PRESIDENT:

Michael DeWalt

ATTEST:

[Signature]

Secretary

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

Michel Dudahl

[Signature]

Kate Park

[Signature]

Board of Directors of the
Shakespeare Court Condominium Association

ATTEST:

[Signature]

Secretary


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AFFIDAVIT OF SECRETARY


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Anne Chaiken, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of the Shakespeare Court Condominium Association and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed and convened and held for that purpose on Nov 13, 2019, at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amended and Restated Declaration either was delivered personally to each unit owner at the Association or was sent by regular mail to each Unit Owner in the Association at the address of the Unit or such other address as the Owner has provided to the Board of Managers for purposes of mailing notices. I further state the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amended and Restated Declaration.

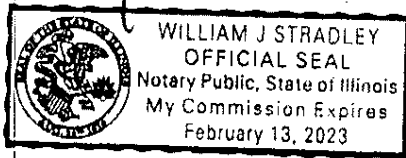


Secretary of the Shakespeare Court Condominium Association

Subscribed and Sworn to before me
this 13 day of November, 2019.



Notary Public



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EXHIBIT A LEGAL DESCRIPTION

3425-1A through 3431-3B in Shakespeare Court Condominium, as delineated on a survey of the following described real estate: Lot 17 (except the West 11 feet thereof) and all of Lots 18 to 30, both inclusive, in Block 2 in J. E. Burchell's Subdivision of Jacob's and Burchell's Subdivision of the South 16 2/3 acres of the East 1/3 of the West 1/2 of the Northwest 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian; which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 00290642, as amended from time to time, in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
3425-1A	13-35-223-029-1001	3425 W Shakespeare Ave #1A Chicago, IL 60647
3425-2A	13-35-223-029-1002	3425 W Shakespeare Ave #2A Chicago, IL 60647
3425-3A	13-35-223-029-1003	3425 W Shakespeare Ave #3A Chicago, IL 60647
3425-1B	13-35-223-029-1004	3425 W Shakespeare Ave #1B Chicago, IL 60647
3425-2B	13-35-223-029-1005	3425 W Shakespeare Ave #2B Chicago, IL 60647
3425-3B	13-35-223-029-1006	3425 W Shakespeare Ave #3B Chicago, IL 60647
3427-1A	13-35-223-029-1007	3427 W Shakespeare Ave #1A Chicago, IL 60647
3427-2A	13-35-223-029-1008	3427 W Shakespeare Ave #2A Chicago, IL 60647
3427-3A	13-35-223-029-1009	3427 W Shakespeare Ave #3A Chicago, IL 60647
3427-1B	13-35-223-029-1010	3427 W Shakespeare Ave #1B Chicago, IL 60647
3427-2B	13-35-223-029-1011	3427 W Shakespeare Ave #2B Chicago, IL 60647
3427-3B	13-35-223-029-1012	3427 W Shakespeare Ave #3B Chicago, IL 60647
3429-1A	13-35-223-029-1013	3429 W Shakespeare Ave #1A Chicago, IL 60647
3429-2A	13-35-223-029-1014	3429 W Shakespeare Ave #2A Chicago, IL 60647
3429-3A	13-35-223-029-1015	3429 W Shakespeare Ave #3A Chicago, IL 60647
3429-1B	13-35-223-029-1016	3429 W Shakespeare Ave #1B Chicago, IL 60647
3429-2B	13-35-223-029-1017	3429 W Shakespeare Ave #2B Chicago, IL 60647
3429-3B	13-35-223-029-1018	3429 W Shakespeare Ave #3B Chicago, IL 60647
3431-1A	13-35-223-029-1019	3431 W Shakespeare Ave #1A Chicago, IL 60647
3431-2A	13-35-223-029-1020	3431 W Shakespeare Ave #2A Chicago, IL 60647
3431-3A	13-35-223-029-1021	3431 W Shakespeare Ave #3A Chicago, IL 60647
3431-1B	13-35-223-029-1022	3431 W Shakespeare Ave #1B Chicago, IL 60647
3431-2B	13-35-223-029-1023	3431 W Shakespeare Ave #2B Chicago, IL 60647
3431-3B	13-35-223-029-1024	3431 W Shakespeare Ave #3B Chicago, IL 60647

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EXHIBIT B SHAKESPEARE COURT CONDOMINIUM

Unit	Percentage of Common Ownership
3425-1A	4.60%
3425-2A	4.80%
3425-3A	4.90%
3425-1B	4.20%
3425-2B	4.30%
3425-3B	4.40%
3427-1A	4.20%
3427-2A	4.30%
3427-3A	4.40%
3427-1B	3.50%
3427-2B	3.60%
3427-3B	3.70%
3429-1A	3.90%
3429-2A	4.00%
3429-3A	4.10%
3429-1B	3.50%
3429-2B	3.60%
3429-3B	3.70%
3431-1A	4.60%
3431-2A	4.80%
3431-3A	4.90%
3431-1B	3.90%
3431-2B	4.00%
3431-3B	4.10%
	100.00%