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KAREN A. YARBROUGH

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

PURSUANT TO THE CONDOMINIUM

PROPERTY ACT

THE METROPOLITAN, A CONDOMINIUM

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

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THIS AMENDED AND RESTATED DECLARATION has been approved by two-thirds of the Board of Directors of the Metropolitan Condominium Association ("Association") pursuant to Section 27(b)(1) of the Illinois Condominium Property Act ("Act"), 765 ILCS 605/27. This Amended and Restated Declaration ("Declaration") shall serve the purpose of amending the Declaration of Condominium Pursuant to the Condominium Property Act for the Metropolitan Condominium ("Original Declaration") which was recorded as Document No. 00210270 on March 24, 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 Unit Owners are the owners in fee simple of certain real estate, hereinafter described, in Chicago, Cook County, Illinois; and

WHEREAS, such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, have been submitted to the provisions of the Illinois Condominium Property Act; and

WHEREAS, certain rights and easements in, over and upon said real estate have been established for the benefit of the Association, the Unit Owners and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and provide for the harmonious, beneficial and proper use and conduct of the real estate and all units; and

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

NOW, THEREFORE, the Association and its Unit Owners DECLARE as follows:

1. Definitions. Certain words and terms used in this Declaration are defined as follows:

(a) Acceptable Technological Means: Includes, without limitation, electronic transmission over the internet or other network, whether by direct connection, intranet, telecopier, electronic mail and any generally available technology, that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

(b) Act: The Condominium Property Act of the State of Illinois, as amended from time to time.

(c) Association: The Association of all the Unit Owners acting through its duly elected Board pursuant to the By-Laws.

(d) Board: The board of directors of the Association as constituted at any time and from time to time. The Board shall be the board of managers referred to in the Act.

(e) Building: All structures located on the Property, attached or unattached, containing one or more Units.

(f) By-Laws: The By-Laws of the Association as amended from time to time.

(g) Commercial Units: Units Commercial 1, Commercial 2 and Commercial 3 as set forth on the Plat.

(h) Common Elements: All portions of the Property except the Units, including, without limiting the generality of the foregoing, the Parcel, roofs, exterior walls and structural parts of the improvements on the Parcel, wherever located.

(i) Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, as lawfully assessed by the Board.

(j) Condominium Instruments: All documents and authorized amendments thereto Recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

(k) Developer: The Metropolitan at Sheridan, LLC, a limited liability company duly formed and validly existing under the laws of the State of Delaware and duly qualified to transact business in the State of Illinois and its successors and assigns to its entire interest in the Property, or such other persons or entities as Developer designated.

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

- (m) Existing Mortgagees: See paragraph 16.
- (n) First Mortgagee: The holder of a note secured by a bona fide first mortgage or first trust deed covering any portion of the Property.
- (o) Limited Common Elements: (i) That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto including, specifically, balconies and such portions of the perimeter walls, floors and ceilings, windows, doors, and all fixtures and structures therein which lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component part thereof which serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit, and (ii) those portions of the Common Elements declared to be Limited Common Elements by the Condominium Instruments such as the Rooftop Limited Common Elements.
- (p) Maintenance Fund: All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.
- (q) Majority of Unit Owners: The owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners or any identified part thereof means such percentage in the aggregate in interest of the undivided ownership interest in the Common Elements owned by such Unit Owners.
- (r) Occupant: A person or persons, other than a Unit Owner, in possession of a Unit or in possession of the Rooftop Limited Common Elements or a Storage Space Limited Common Element.
- (s) Parcel: The lot or lots, tract or tracts of land, submitted to the provisions of the Act pursuant to the Declaration.
- (t) Parking Space Unit: A Unit whose identification begins with the letter "P".
- (u) Person: A natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.
- (v) Plat: A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of a three dimensional horizontal and vertical delineation of all such Units and such other data as may be required by the Act. Said plat recorded with the Original Declaration, and as amended, shall be made a part of this Declaration and incorporated into this Declaration by reference
- (w) Property: All 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 and enjoyment of the Unit Owners, submitted to the provisions of the Act.

(x) Record; Recordation; Recording; Recorded: To record or having recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

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

(z) Rooftop Limited Common Elements: See paragraph 4(c).

(aa) Storage Space Limited Common Elements: See paragraph 4(d).

(bb) Unit: Any part of the Property designed and intended for any type of independent use and which is designated on the Plat as a Unit. Whenever the word "Unit" or "Units" are used herein, they shall mean any "Unit" or "Units" without regard to differentiation between Commercial Units, Parking Space Units and other Units.

(cc) Unit Owner or Owner: The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

2. Legal Description of Parcel. The Parcel hereby submitted to the provisions of the Act is legally described as follows:

LOTS 3 TO 9 INCLUSIVE IN BLOCK 7 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF SAID LOTS 3 TO 9 TAKEN AS A TRACT LYING ABOVE A HORIZONTAL PLANE 33.40 FEET, CHICAGO CITY DATUM, AND LYING BELOW A HORIZONTAL PLANE 83.40 FEET, CHICAGO CITY DATUM, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 3, 0.30 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3, THENCE EAST A DISTANCE OF 128.07 FEET TO A POINT, SAID POINT BEING 21.85 FEET WEST OF THE EAST LINE OF SAID TRACT AND 0.35 FEET SOUTH OF THE NORTH LINE OF SAID TRACT; THENCE SOUTH, A DISTANCE OF 120.50 FEET, TO A POINT 21.90 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE WEST, A DISTANCE OF 127.85 FEET TO A POINT, SAID POINT BEING 0.21 FEET EAST OF THE WEST LINE OF SAID TRACT AND 120.72 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH, A DISTANCE OF 120.72 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

3. Description of Units. (a) All Units are delineated on the Plat attached to the Original Declaration, as amended. The legal description of each Unit shall consist of the identifying letter or letters and number or symbol of such Unit as shown on the Plat. Said Units are legally described on Exhibit A attached hereto and made a part hereof.

(b) No Unit shall be conveyed, leased, mortgaged, or otherwise dealt with separate from the percentage of ownership interest in the Common Elements appurtenant to said Unit. The undivided percentage of ownership interest in the Common Elements appurtenant to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to that Unit.

(c) Unit Owners may, at their own expense, and subject to the rules and regulations of the Association, subdivide and combine Units and, in so doing, locate or relocate Common Elements affected or required thereby, by making written application to the Board, which application shall include a proposed amendment to the Condominium Instruments prepared in accordance with the provisions of Sections 5 and 6 of the Act, which proposed amendment sets forth a proposed reallocate to the new Unit or Units of the percentage interest in the Common Elements appurtenant to the existing Unit or Units, and stating whether the Limited Common Elements, if any, previously appurtenant to a Unit to be subdivided should be assigned to one or more or all of the new Units to be created. If the application is approved by the Board, the subdivision or combination shall become effective upon the Recording of the proposed amendment executed by all the Unit Owners of the Units being subdivided or combined and all mortgagees with liens of Record against the Units being subdivided or combined.

4. Use and Ownership of the Common Elements and Limited Common Elements.

(a) The use of the Common Elements and the right of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments and the rules and regulations of the Board. Subject to the foregoing, the Board shall have authority to lease, license or grant concessions with respect to portions of the Common Elements other than the Limited Common Elements. All income derived by the Association from leases, licenses concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to the Condominium Instruments and the rules and regulations of the Association.

(b) Each Unit Owner shall own an undivided interest in the Common Elements in the percentage set forth in Exhibit B attached hereto and made a part hereof, as a tenant in common with all the other Unit Owners. Such percentages were determined by the initial offering prices of the Units. Each Unit Owner, his agents, permitted Occupants, family members and invitees shall have the right to use the Common Elements (except for Limited Common Elements the use of which is not made appurtenant to such Unit Owner's Unit by the terms of the Condominium Instruments) for all purposes incident to the use and occupancy of the Unit Owner's Unit as a place of residence (or, with respect to the Commercial Units or the Rooftop Limited Common Elements, as a place of business as permitted herein or with respect to the Parking Space Units, as a place to park operable motor vehicles) and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to, and run with, the Unit Owner's Unit. Each Unit Owner and such Unit Owner's agents, servants, tenants, family members, invitees, heirs, personal representatives, successors and assigns

and Occupants shall have the right to the exclusive use and possession of (i) the Limited Common Elements contiguous to and serving only such Unit Owner's Unit, as described in subparagraph 1(p)(i) hereof, and (ii) the Limited Common Elements appurtenant to such Unit Owner's Unit as described in subparagraphs 4(c) and 4(d), and shall have the non-exclusive right to the use of the Common Elements other than Limited Common Elements appurtenant to the Unit of another Unit Owner.

(c) The Rooftop Limited Common Elements shown on the Plat have been declared to be Limited Common Elements appurtenant to Unit Commercial 3. The use thereof shall be limited to the Unit Owner of said Unit and such Unit Owner's personal representatives, successors and assigns and licensees and tenants. The use and possession of Rooftop Limited Common Element may be transferred independent of the Unit to which it is appurtenant, but only to a Unit Owner. The Rooftop Limited Common Elements may be used by the Owner of Unit Commercial 3 and its licensees and tenants for any lawful purpose, including, but not limited to, the installation, use, maintenance, repair, replacement and removal of every sort and manner of transmitting and reception equipment for telecommunications, internet and entertainment signals and transmissions, base stations, satellite and antennas, power equipment and associated accessories in connection therewith and other uses incidental thereto. The Owner of Unit Commercial 3 shall have the right to attach equipment to the roof and the parapet walls of the Building, provided it repairs any damage caused thereby. Pursuant to the provisions of paragraph 5(d), the Association has an easement over the Rooftop Limited Common Elements for the purposes set forth in paragraph 5(d) only. The Owner of Unit Commercial 3 shall not disturb any protrusions into the Rooftop Limited Common Elements in existence as of the date the Original Declaration was Recorded, such as stacks, vents, antennas and HVAC equipment.

(d) The Storage Space Limited Common Elements shown on the Plat have been declared to be Limited Common Elements appurtenant to Unit Commercial 3. The right to the exclusive use and possession of a Storage Space Limited Common Element shall be limited to the Unit Owner of the Unit to which the Storage Space Limited Common Element is made appurtenant as aforesaid and such Unit Owner's agents, servants, tenants, family members, invitees, heirs, personal representatives, successors and assigns and Occupants. The Board, upon written request from a Unit Owner of a Unit to which a Storage Space Limited Common Element is appurtenant, Record an amendment hereto to the effect that such Unit Owner, for himself and his heirs, personal representatives, successors and assigns has abandoned the Storage Space Limited Common Element. Upon such Recording by the Board, the Limited Common Element Storage Space shall become a Common Element and no Unit Owner shall have any rights with respect thereto, except in common with all other Unit Owners, unless otherwise subsequently determined by the Board.

(e) Limited Common Elements which are transferable as provided herein may be transferred between Unit Owners at their expense (subject to the approval of any First Mortgagee of the Unit whose Unit Owner is transferring the Rooftop Limited Common Elements), provided that the transfer may be made only in accordance with the provisions

of the Act and this subparagraph 4(e). Each transfer shall be made by an amendment to this Declaration executed by all Unit Owners who are parties to the transfer and consented to by the First Mortgagee whose consent is required hereunder. No such transfer shall affect the parties' proportionate ownership interests in the Common Elements except as agreed upon by such Unit Owners as set forth in such amendment or become effective until the amendment has been Recorded and a copy thereof lodged with the Board.

5. Encroachments and Easements. (a) If any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of (i) the Unit Owner of such Unit so encroaching, or (ii) all the Unit Owners with respect to the Common Elements so encroaching, so long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date the Original Declaration was Recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or owners.

(b) The City of Chicago, Ameritech, Commonwealth Edison Company, Northern Illinois Gas Company and all other providers of public utility services serving the Property, and any Person providing cable television or other similar entertainment services, or internet or telecommunication services to the Property from the Rooftop Limited Common Elements are hereby granted the right to lay, construct, renew, replace, 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 (other than the Rooftop Limited Common Elements) and the Units, where reasonably necessary for the purposes of providing utility, entertainment, internet and telecommunications services to the Property, as long as such grantees repair any damage to the Property resulting from an exercise of their rights hereunder. The Association may hereafter grant other or additional easements for utility or entertainment purposes and for any other purposes including, but not limited to such easements as may be required to construct, keep and maintain improvements upon the Common Elements (but not the Rooftop Limited Common Elements), for the benefit of the Property, over, under, along and on any portion of said Common Elements, (but not the Rooftop Limited Common Elements), and each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and Record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of its Unit or any Limited Common Element appurtenant to its Unit, other than reasonably). Each mortgagee of a Unit shall be deemed to consent to and be subordinate to any easement hereafter granted pursuant to the provisions of this subparagraph 5(b) and also grants such power of attorney to the Association necessary to effectuate the foregoing.

(c) Upon approval by at least 67% of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets or utilities. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to Recordation of the dedication. Upon approval by a Majority of the Unit Owners, an easement may be granted for the laying, maintenance, and repair of cable television cable (but not over, through or across the Rooftop Limited Common Elements). Upon approval by a Majority of the Unit Owners, an easement may be granted to a governmental body for construction, maintenance, and repair of a project for protection against water damage or erosion. Any action pursuant to this subparagraph 5(c) must be taken at a meeting of Unit Owners duly called for that purpose.

(d) A blanket easement over the Property is hereby granted over the Property in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property, and any suppliers of water, utility, or cable television or similar entertainment services to the Property, shall be entitled to reasonable access to, over and through the individual Units (and the Rooftop Limited Common Elements, provided the Association does not damage anything therein belonging to the Owner of the Unit to which the Rooftop Limited Common Element is appurtenant or any lessee or licensee of such Owner) as may be required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements, or to service and take readings of any utility meters located within a Unit.

(e) All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other Person having an interest in said Parcel, or any part or portion thereof.

(f) 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 Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

6. Pipes, etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit or serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements, but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action which would interfere with the ability of the Association to repair, replace or maintain said Common Elements as provided herein.

7. Lease of Units or Sublease or Assignment of Lease Thereof. Any Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of all (but not less

than all) of his Unit upon such terms and conditions as the Unit Owner may deem acceptable, except that no Unit shall be leased, subleased or assigned by anyone other than a First Mortgagee of a Unit (whether as mortgagee or as owner of the Unit by reason of foreclosure or a deed in lieu of foreclosure or other remedies contained in the documents evidencing or securing their loan) for transient or hotel purposes, which are hereby defined as being for a period of less than six (6) months. The Owners of Parking Space Units may lease Parking Space Units owned by them, First Mortgagees may lease Units with respect to which they have or had a first mortgage, and the Owners of the Commercial Units may lease Units owned by them and the Limited Common Elements appurtenant thereto, for any length of time. Any such lease, sublease or assignment shall be in writing, a copy of which must be delivered to the Association not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first, and shall provide that the lease, sublease or assignment shall be subject to the terms of this Declaration and that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. The Unit Owner making any such lease, or permitting such sublease or assignment shall not be relieved thereby from any of his obligations under the Declaration. In addition to any other remedies, by filing an action jointly against the Unit Owner and the lessee, sublessee or assignee, the Association may seek to enjoin a lessee, sublessee or assignee from occupying a Unit or seek to evict a lessee, sublessee or assignee under the provisions of Article IX of the Code of Civil Procedure of the State of Illinois for failure of the lessor-Unit Owner to comply with the leasing requirements contained in the Declaration, By-Laws and rules and regulations.

8. Association. (a) An Illinois not-for-profit corporation has been formed for the purpose of facilitating the administration and operation of the Property and to act as the Association.

(b) As a result of the incorporation of the Association,

(i) each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit Owner shall automatically become a member therein;

(ii) the provisions of Exhibit C of the Original Declaration were adopted as the initial By-Laws of the Association;

(iii) the name of such Association was established as The Metropolitan Condominium Association.

9. Insurance, Repair and Reconstruction. (a) The Association shall acquire and pay for out of the Maintenance Fund herein provided for, the following:

(i) Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation, and for the protection, of the Common Elements and the Units. The Association shall also comply with the insurance requirements of the Federal

Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U.S. Department of Housing and Urban Development ("HUD"), the Federal Housing Authority ("FHA") or the Veteran's Administration ("VA") to the extent that: (y) such agency is a mortgagee, assignee of a mortgagee or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof; and (z) such agency's requirements do not conflict with those contained in the Act. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner shall notify the Association in writing of any additions, alterations or improvements to his Unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that such policies shall not be terminated, canceled or substantially modified without at least thirty (30) days' prior written notice to the mortgagee of each Unit.

Notwithstanding anything to the foregoing, 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 deductibles, but including

coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Cover C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000.00, whichever is less. The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners or any other additions, alterations, or upgrades installed or purchased by any unit owner.

(ii) 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. Such policy shall provide that the insurance coverage shall not be canceled or substantially modified without at least thirty (30) days' written notice to the Association.

(iii) Such other forms of insurance as the Association shall elect to effect including such Workmen's Compensation insurance as may be necessary to comply with applicable laws.

(iv) Fiduciary insurance coverage to protect against dishonest acts on the part of all officers, employees or other Persons who either handle or are responsible for funds held or administered by the Association, if such insurance is mandated by law or if the Association shall elect to effect it. Such insurance coverage shall name the Association as an insured or obligee and shall be in an amount at least equal to the maximum amount of funds that will be in the custody of the Association plus Reserves.

(v) In the event FHLMC, FNMA, HUD, FHA or VA is a mortgagee, an assignee of a mortgagee, or an insurer or guarantor for a First Mortgagee with respect to any Unit and the Association is so notified, a fidelity bond or bonds (or insurance coverage if acceptable to such of FHLMC, FNMA, HUD, FHA or VA as are then a mortgagee, assignee of a mortgagee or an insurer or guarantor as aforesaid) to protect against dishonest acts on the part of the officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds shall name the Association as an obligee and shall be in an amount at least equal to 150% of the estimated annual Common Expenses including Reserves, unless a higher amount is required by the FHLMC, FNMA, HUD, FHA or VA, in which case the bond or bonds shall be in the higher amount. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee."

(vi) Directors and Officers Coverage. 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 under the provision shall include, but not be limited to, coverage of: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance, and the coverage required by the provision shall include as an insured: past, present, and future board members while acting in their capacity as members of the board of directors; the managing agent; and employees of the board of directors and the managing agent.

(vii) Mandatory Unit Owner Coverage. The Board may require condominium Unit Owners to 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/subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

(b) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

(c) The Association shall secure insurance policies that will provide for the following:

(i) 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.

(ii) 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.

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

(d) The Association may, but shall not be required to, secure policies providing:

(i) with respect to the insurance provided for in subparagraph 9 (a)(i), that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners; and

(ii) with respect to the insurance provided for in subparagraph 9 (a)(i), that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

(e) Each Unit Owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner which are contained in a Unit or elsewhere in the Property, insurance on the additions, alterations and improvements to the Unit Owner's Unit not insured pursuant to the provisions of subparagraph 9(a)(i), and insurance for his personal liability to the extent not covered by insurance maintained by the Association.

(f) Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

(g) 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.

(h) 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.

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

(j) In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.

(k) If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding subparagraph then:

(i) The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims, or (ii) the expiration of ninety (90) days after the fire or other disaster which caused the damage.

(ii) At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof which must be raised by way of special assessment.

(iii) The Building shall be restored and the proposed special assessment shall be levied only upon the vote of 75% of the Unit Owners.

(iv) If the Unit Owners do not vote to restore the Building at the meeting provided for in (i) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If 75% or more of the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) Record a notice as permitted under the Act.

(v) If the Unit Owners do not vote to restore the Building under the provisions of this subparagraph and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of a Majority of Unit Owners voting at a meeting duly called for that purpose and with

the consent of all First Mortgagees, authorize the President or Vice President and the Secretary or Assistant Secretary to execute and Record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. 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 of the market value of the Unit, as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements.

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 of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, assessments attributable to the period after such withdrawal shall no longer be required for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

10. Separate Real Estate Taxes. It is understood that real estate taxes for the Parcel are to be separately taxed to each Unit Owner for such Unit Owner's Unit and its corresponding percentage of ownership interest in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately assessed to each Unit Owner, then the Association shall collect from each Unit Owner of a Unit not separately assessed, the proportionate share of the tax bill attributable to such Unit Owner's Unit based on an allocation reasonable in nature and derived from the Cook County, Illinois, Assessor's records as to the valuation of the Units.

11. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:

(a) Other than the Commercial Units, the Rooftop Limited Common Elements and the Parking Space Units, no part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit other than a Commercial Unit and a Parking Space Unit shall be used as a residence for a single family, or such other uses permitted by this Declaration and for no other purposes. The Commercial Units may be used for any purpose or purposes permitted by the City of Chicago zoning code. The Parking Space Units shall be used only for parking operable motor vehicles. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in accordance with the rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the

Association at least forty-five (45) days prior to the commencement of any such alteration.

(b) Except for the use of the Commercial Units and the Rooftop Limited Common Elements, and the right to lease Units, no industry, business, trade, occupation or profession of any kind, commercial, religious, as permitted herein educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Association. The right is hereby given to any First Mortgagee who may become the owner of any Unit, to place "For Sale" or "For Rent" signs on any Unit owned by such First Mortgagee.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

(d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for residential (or, with respect to the Commercial Units, or the Rooftop Limited Common Elements, commercial or, with respect to the Parking Space Units, the parking of operable motor vehicles) use without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(e) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio, television or other antenna (except as installed as of the date the Original Declaration was Recorded or except as thereafter installed by Developer or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements without the prior written consent of the Association.

(f) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that cats, dogs, birds, fish and other usual pets normal and customary in an urban high-rise building may be kept in a Unit (provided that no more than two dogs and cats [two dogs, two cats or one dog and one cat] may be kept in a Unit at any one time), subject to the rules and regulations of the Association; provided, further, that any such authorized pet causing or creating a nuisance or unreasonable disturbance in the discretion of the Association shall be

permanently removed from the Property upon three (3) days' written notice from the Association.

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

(h) Except as constructed or altered by or with the permission of the Association, nothing shall be done in any Unit or in, on or to the Common Elements which would impair the structural integrity, safety or soundness of the Building or which would structurally change the Building.

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

(j) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements other than balconies appurtenant to a Unit without the prior consent, and subject to any rules and regulations, of the Association. No Unit Owner may enclose his balcony, penetrate the balcony slab or affix anything to the balcony slab without the consent of the Board.

(k) Nothing shall be altered or constructed in or removed from the Common Elements, except as constructed or altered by or with the permission of the Developer at any time prior to the election of the Initial Board of Managers, without the written consent of the Association. Notwithstanding the foregoing, a Unit Owner may display at any time, a mezuzah not bigger than 3 inches in width and 9 inches in height on the door frame of his Unit, and between Thanksgiving and January 15, reasonable seasonal decorations.

(l) Each Unit Owner and the Association hereby waive and release any and all claims which he or it may have against any other Unit Owner, the Association, members of the Board, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in subparagraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.

(m) If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, Occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and

replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of subparagraph 11(1).

(n) Any release or waiver referred to in subparagraphs 11(1) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

(o) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others.

(p) This paragraph 11 shall not be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his Unit, or from employing one employee in his Unit during regular business hours in connection with the foregoing.

(q) Each Unit Owner shall deposit with the Board duplicate keys for all locks required for entry to his Unit, as well as security codes for all alarm systems relating to entry to his Unit.

(r) Except as otherwise expressly provided in the Condominium Instruments, and except as installed or constructed by the Developer until ninety (90) days following the conveyance by Developer of the last Unit, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements (including the Limited Common Elements) and no additions, alterations or improvements shall be made by a Unit Owner to its Unit where such work alters, the wall or partition, configuration, ceiling, perimeter doors or windows, floor load or otherwise affects the structure of the Unit, the structural integrity or systems of the Building, or increases the cost of insurance required to be carried by the Board hereunder without prior written consent of the Board, and then only in accordance with rules and regulations adopted by the Board. Any addition, alteration or improvement of a Unit by the Unit Owner which shall affect the structure of the Unit or the Common Elements or shall affect the structural integrity of the Building shall, further, conform with all documentation prepared or reviewed and approved by an architectural or engineering firm selected by the Association. The cost of such drawings or review and approval shall be paid by the Unit Owner. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional costs of maintenance or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions, which actions shall not be exclusive of the remedies available to the Board under paragraph 12 hereof:

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

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

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

(s) The maximum number of occupants in a Unit shall be limited to two (2) people per each bedroom in the Unit as existed on the date this Declaration was recorded. "Occupancy," for purposes hereof, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto and may grant variances for other good cause shown. If an Owner of a Unit is a corporation, partnership, trust or other legal entity other than a natural person, the entity shall designate in writing to the Board the name (s) of the person(s) who will occupy the Unit. The designated person(s) to occupy the Unit may not be changed more frequently than once every six (6) months.

(t) Disabled and stored vehicles are prohibited from being parked on the Property. Boats, boat and other trailers, trucks with a load capacity of one (1) ton or more, and recreational vehicles (RV's and motor homes) are prohibited from being parked on the Property. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors may be allowed temporarily on the paved parking area adjacent to the Building during normal business hours for the purpose of serving any Unit or the Common Elements, subject to the rules and regulations for the paved parking area adopted by the Board, and provided that no such vehicle shall be authorized to remain on the Common Elements overnight or for any purpose except serving a Unit or the Common Elements, without the written consent of the Board. For purposes of this subsection, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium for fourteen (14) consecutive days or longer without being moved without the prior written permission of the Board. If any vehicle is parked on any portion of the Condominium in violation of this subsection or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in the Common Elements without the permission of the Board or otherwise

creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(u) In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Property, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a temperature setting of "normal" (i.e., approximately "12 o'clock") (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two degrees (32°) Fahrenheit or below, Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order repair.

(v) No Owner, Occupant, or any other person may replace carpeting with a tile, marble, vinyl or hardwood floor, or other hard surfaced flooring material, or install a jacuzzi in a Unit without first obtaining written approval of the Board. Among other factors, the Board may consider whether the change will cause noise to any Unit below which will exceed the average noise level in Units without jacuzzis and/or with carpeted floors and the weight of such jacuzzi or proposed flooring is appropriate and will not cause problems to the structure or subflooring. The Owner applying for such approval shall provide the Board with information regarding these factors, as well as other information requested by the Board regarding the proposed jacuzzi or flooring and its effect. Notwithstanding the above, at least eight percent (80%) of the hard surface area of the Unit (excluding the kitchen and bathrooms) shall be carpeted unless the flooring is soundproofed so as not to exceed the noise level in Units with carpeted floors.

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

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

12. Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or in the By-Laws contained, shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Association the right: (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to 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 meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass except, however, that judicial proceedings must be instituted prior to alteration or demolition of any items of construction; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (d) first given the Unit Owner alleged to have violated any restriction, condition, rule or regulation adopted by the Association or to be in breach of any covenant or provision herein or in the By-Laws contained, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (e) the Association shall have determined such allegations to be true, and (f) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this paragraph 12, including, but not limited to, court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials shall be paid by the Unit Owner in violation, and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if after hearing and finding as aforesaid and failure of the Unit Owner to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to

continue to occupy, use or control his Unit and the Common Elements appurtenant thereto and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him and the Common Elements appurtenant thereto on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing First Mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, 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 in favor of a First Mortgagee shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit 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 so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Any Unit Owner who, or whose lessee, subtenant or occupant, is in default hereunder or under the provisions of the By-Laws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his Unit, all interest, late charges, reasonable attorneys' fees, cost of collection and amount of any fine levied by the Association in enforcing the provisions of the By-Laws, this Declaration or the rules and regulations of the Association as to which the Unit Owner is in default. Until such amounts are paid by the Unit Owner, the total amount thereof shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such liens shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

13. Grantees. Each Unit Owner, each purchaser under Articles of Agreement for Deed and each tenant, subtenant or assignee under a lease, sublease or assignment accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, the By-Laws, the rules and regulations of the Association, and the jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Act, as at any time amended, and all easements, 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 said land, and shall inure to the benefit of each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

14. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

15. Notices. Whenever any notice is required to be given under the provisions of this Declaration or the By-Laws, a waiver thereof in writing by the Person entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

Other notices required or permitted to be given shall be in writing and shall be given in the manner set forth in the Condominium Instruments.

16. Amendments. Except as herein otherwise provided, this Declaration may be amended, changed or modified, upon a vote of the majority of the Board voting and approval by at least 67% of the Unit Owners, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by the President or a Vice President and the Secretary or Assistant Secretary of the Association and containing an affidavit by an officer of the Association certifying that (i) at least 67% of the Unit Owners have approved such amendment, change or modification, and (ii) 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. The approval of (i) First Mortgagees of Units who have requested that the Association notify them of any proposed action that requires the consent of a specified percentage of such mortgagees, such request to include the name and address of such First Mortgagee and the identity of the Unit encumbered by the mortgage held by such First Mortgagee ("Eligible First Mortgagees") and which represent at least 51% of the Units subject to a mortgage or trust deed held by Eligible First Mortgagees [other, in all cases, than Mortgagees defined in clause (ii) hereof] and (ii) all holders of mortgages of Record against any portion of the Property on the date this Declaration is Recorded until said mortgages are released of Record in full (the "Existing Mortgagees"), shall be required to materially amend any provisions of the Declaration or By-Laws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Increase in assessments that raise the previously assessed amount by more than 25%, assessment liens or subordination of such liens;
- (3) Reduction of reserves for maintenance, repair and replacement of the Common Elements;
- (4) Insurance or fidelity bonds;
- (5) Rights to use of the Common Elements;
- (6) Responsibility for maintenance and repair of the Common Elements;
- (7) The addition, annexation or withdrawal of property to or from The Metropolitan, a Condominium;
- (8) Boundaries of any Unit;

- (9) Interests in the Common Elements or Limited Common Elements;
- (10) Convertibility of Units into Common Elements or of Common Elements into Units;
- (11) Leasing of Units;
- (12) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit in the condominium; or
- (13) Establishment of self-management by the Association where professional management has been required by FHLMC, FNMA, HUD, FHA or VA;
- (14) any provisions that expressly benefit First Mortgagees, insurers or guarantors or FHLMC, FNMA, HUD, FHA or VA; or
- (15) Hazard or fidelity insurance requirements.

The approval of Eligible First Mortgagees and Existing Mortgagees shall be implied when such a mortgagee fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, delivered by certified or registered mail, with a "return receipt" requested. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon Recordation thereof. The By-Laws may be amended in accordance with the provisions of Article XII thereof.

17. Arbitration. Any controversy between or among Unit Owners or any claim by a Unit Owner against the Association arising out of or relating to the Declaration, By-Laws, or rules and regulations of the Association, in which the matter in dispute has either no specific monetary value or a value of \$10,000 or less shall be settled by arbitration in accordance with the Illinois Uniform Arbitration Act, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

18. Condemnation. To the fullest extent permitted by law, the Association is hereby designated to represent the Unit Owners, and each Unit Owner hereby appoints the Association as such Unit Owner's attorney-in-fact in any proceeding, negotiation, settlement or agreement regarding any loss or proceeds from condemnation of all or any part of the Property for this purpose. In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the Common Elements allocated to such Unit or portion thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be reallocated among the remaining Units on the basis of the relative percentage of ownership interests in the Common Elements of the remaining Units. In such cases, this Declaration and the Plat shall be amended accordingly by an instrument executed by the President or Vice-President and the Secretary or Assistant Secretary of the Association, which the Board shall Record. The allocation of any condemnation award, or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily

including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use, as reasonably determined by the Board. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced. Nothing contained in this paragraph shall be construed to prevent an aggrieved Unit Owner from instituting an action against either the Association or any Unit Owner for failure to comply with the provisions of the Declaration or the decisions of the Association.

19. Violations of Certain Rules. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Richard Durbin, Senator from the State of Illinois.

20. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

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

22. Changes or Modifications. The provisions of paragraph 23 of this Declaration shall not be amended, modified or changed without the consent of any First Mortgagee affected thereby, and provided further that such right shall only be exercised (i) to bring the Declaration into compliance with the Act or to conform the Declaration to the requirements of FHLMC, FNMA, HUD, FHA or VA, (ii) to locate on the Plat Limited Common Elements constructed or installed by the Developer after the date of Recording of the Original Declaration, or (iii) to correct clerical or typographical errors in the Declaration.

23. Rights of First Mortgagees. (a) Any mortgage or trust deed owned or held by a First Mortgagee and Recorded prior to the Recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of Recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the association which accrue prior to the date of possession as aforesaid.

(b) An Eligible First Mortgagee, or an insurer or guarantor of the note held by an Eligible First Mortgagee, shall have the right, upon written request made to the Association and furnishing its address to the Association, to receive notice from the Association of:

(i) Any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(ii) Any proposed termination of The Metropolitan, a Condominium as a condominium project;

(iii) Any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds \$10,000.00, or which affects any Unit, which loss exceeds \$1,000.00, on which there is a first mortgage held by such Eligible First Mortgagee;

(iv) The delinquency for more than sixty (60) days in the payment of any monthly installment of the Annual Budget due from a Unit Owner of a Unit encumbered by the mortgage of the requesting Eligible First Mortgagee; or

(v) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval is obtained from at least 67% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 51% of the Units subject to mortgages or trust deeds held by Eligible First Mortgagees.

(d) Any election to terminate The Metropolitan, a Condominium as a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of at least 67% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 51% of the Units subject to mortgages or trust deeds held by Eligible First Mortgagees.

(e) Any election to terminate The Metropolitan, a Condominium as a condominium project for reasons other than substantial destruction or condemnation of the Property shall require the approval of at least 67% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 67% of Units subject to mortgages or trust deeds held by Eligible First Mortgagees.

(f) In addition to the approvals set forth above, the approval of the Existing Mortgagees shall be required with respect to any action described in subparagraphs 23(d) and 23(e).

24. Trustees. In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness 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 claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

[SIGNATURE PAGES TO FOLLOW]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

M. J. Kelly - President

L. Anthony Anderson

W. M. ... Treasurer

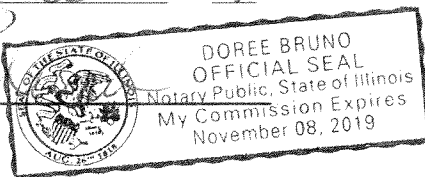
Board of Directors of Metropolitan Condominium Association

ATTEST:

L. Anthony Anderson
Secretary

SUBSCRIBED AND SWORN to before me,
this 3 day of April, 2018.

Doree Bruno
Notary Public



AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, L. Anthony Aranda, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of Metropolitan 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 Directors of said condominium, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on APRIL 3, 2018, 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 Directors 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.

L. Anthony Aranda
Secretary of the Metropolitan Condominium Association

SUBSCRIBED AND SWORN to before me
this 3 day of April, 2018.

Doree Bruno
Notary Public



DOREE BRUNO
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
November 08, 2019

EXHIBIT A

LEGAL DESCRIPTION

Units 301 through 2511, COMM1, COMM2, COMM3, A1 through A44, B1 through B41, C1 through C41, D1 through D41, E1 through E43, and F1 through F50 in the Metropolitan, a Condominium as delineated on a plat of survey of the following described parcel of real estate: Lots 3 to 9 inclusive in Block 7 in John Lewis Cochran's Subdivision of the West half of the Northeast quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "E" to the Declaration of Condominium recorded as Document Number 00210270 together with its undivided percentage interest in the common elements in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
301	14-08-209-022-1001	5320 N Sheridan Rd Unit 301 Chicago, IL 60640
302	14-08-209-022-1002	5320 N Sheridan Rd Unit 302 Chicago, IL 60640
303	14-08-209-022-1003	5320 N Sheridan Rd Unit 303 Chicago, IL 60640
304	14-08-209-022-1004	5320 N Sheridan Rd Unit 304 Chicago, IL 60640
305	14-08-209-022-1005	5320 N Sheridan Rd Unit 305 Chicago, IL 60640
306	14-08-209-022-1006	5320 N Sheridan Rd Unit 306 Chicago, IL 60640
307	14-08-209-022-1007	5320 N Sheridan Rd Unit 307 Chicago, IL 60640
308	14-08-209-022-1008	5320 N Sheridan Rd Unit 308 Chicago, IL 60640
309	14-08-209-022-1009	5320 N Sheridan Rd Unit 309 Chicago, IL 60640
310	14-08-209-022-1010	5320 N Sheridan Rd Unit 310 Chicago, IL 60640
311	14-08-209-022-1011	5320 N Sheridan Rd Unit 311 Chicago, IL 60640
401	14-08-209-022-1012	5320 N Sheridan Rd Unit 401 Chicago, IL 60640
402	14-08-209-022-1013	5320 N Sheridan Rd Unit 402 Chicago, IL 60640
403	14-08-209-022-1014	5320 N Sheridan Rd Unit 403 Chicago, IL 60640
404	14-08-209-022-1015	5320 N Sheridan Rd Unit 404 Chicago, IL 60640
405	14-08-209-022-1016	5320 N Sheridan Rd Unit 405 Chicago, IL 60640
406	14-08-209-022-1017	5320 N Sheridan Rd Unit 406 Chicago, IL 60640
407	14-08-209-022-1018	5320 N Sheridan Rd Unit 407 Chicago, IL 60640
408	14-08-209-022-1019	5320 N Sheridan Rd Unit 408 Chicago, IL 60640
409	14-08-209-022-1020	5320 N Sheridan Rd Unit 409 Chicago, IL 60640
410	14-08-209-022-1021	5320 N Sheridan Rd Unit 410 Chicago, IL 60640
411	14-08-209-022-1022	5320 N Sheridan Rd Unit 411 Chicago, IL 60640
501	14-08-209-022-1023	5320 N Sheridan Rd Unit 501 Chicago, IL 60640
502	14-08-209-022-1024	5320 N Sheridan Rd Unit 502 Chicago, IL 60640
503	14-08-209-022-1025	5320 N Sheridan Rd Unit 503 Chicago, IL 60640
504	14-08-209-022-1026	5320 N Sheridan Rd Unit 504 Chicago, IL 60640
505	14-08-209-022-1027	5320 N Sheridan Rd Unit 505 Chicago, IL 60640
506	14-08-209-022-1028	5320 N Sheridan Rd Unit 506 Chicago, IL 60640
507	14-08-209-022-1029	5320 N Sheridan Rd Unit 507 Chicago, IL 60640
508	14-08-209-022-1030	5320 N Sheridan Rd Unit 508 Chicago, IL 60640

Unit	Pin	Commonly known as (for informational purposes only)
509	14-08-209-022-1031	5320 N Sheridan Rd Unit 509 Chicago, IL 60640
510	14-08-209-022-1032	5320 N Sheridan Rd Unit 510 Chicago, IL 60640
511	14-08-209-022-1033	5320 N Sheridan Rd Unit 511 Chicago, IL 60640
601	14-08-209-022-1034	5320 N Sheridan Rd Unit 601 Chicago, IL 60640
602	14-08-209-022-1035	5320 N Sheridan Rd Unit 602 Chicago, IL 60640
603	14-08-209-022-1036	5320 N Sheridan Rd Unit 603 Chicago, IL 60640
604	14-08-209-022-1037	5320 N Sheridan Rd Unit 604 Chicago, IL 60640
605	14-08-209-022-1038	5320 N Sheridan Rd Unit 605 Chicago, IL 60640
606	14-08-209-022-1039	5320 N Sheridan Rd Unit 606 Chicago, IL 60640
607	14-08-209-022-1040	5320 N Sheridan Rd Unit 607 Chicago, IL 60640
608	14-08-209-022-1041	5320 N Sheridan Rd Unit 608 Chicago, IL 60640
609	14-08-209-022-1042	5320 N Sheridan Rd Unit 609 Chicago, IL 60640
610	14-08-209-022-1043	5320 N Sheridan Rd Unit 610 Chicago, IL 60640
611	14-08-209-022-1044	5320 N Sheridan Rd Unit 611 Chicago, IL 60640
701	14-08-209-022-1045	5320 N Sheridan Rd Unit 701 Chicago, IL 60640
702	14-08-209-022-1046	5320 N Sheridan Rd Unit 702 Chicago, IL 60640
703	14-08-209-022-1047	5320 N Sheridan Rd Unit 703 Chicago, IL 60640
704	14-08-209-022-1048	5320 N Sheridan Rd Unit 704 Chicago, IL 60640
705	14-08-209-022-1049	5320 N Sheridan Rd Unit 705 Chicago, IL 60640
706	14-08-209-022-1050	5320 N Sheridan Rd Unit 706 Chicago, IL 60640
707	14-08-209-022-1051	5320 N Sheridan Rd Unit 707 Chicago, IL 60640
708	14-08-209-022-1052	5320 N Sheridan Rd Unit 708 Chicago, IL 60640
709	14-08-209-022-1053	5320 N Sheridan Rd Unit 709 Chicago, IL 60640
710	14-08-209-022-1054	5320 N Sheridan Rd Unit 710 Chicago, IL 60640
711	14-08-209-022-1055	5320 N Sheridan Rd Unit 711 Chicago, IL 60640
801	14-08-209-022-1056	5320 N Sheridan Rd Unit 801 Chicago, IL 60640
802	14-08-209-022-1057	5320 N Sheridan Rd Unit 802 Chicago, IL 60640
803	14-08-209-022-1058	5320 N Sheridan Rd Unit 803 Chicago, IL 60640
804	14-08-209-022-1059	5320 N Sheridan Rd Unit 804 Chicago, IL 60640
805	14-08-209-022-1060	5320 N Sheridan Rd Unit 805 Chicago, IL 60640
806	14-08-209-022-1061	5320 N Sheridan Rd Unit 806 Chicago, IL 60640
807	14-08-209-022-1062	5320 N Sheridan Rd Unit 807 Chicago, IL 60640
808	14-08-209-022-1063	5320 N Sheridan Rd Unit 808 Chicago, IL 60640
809	14-08-209-022-1064	5320 N Sheridan Rd Unit 809 Chicago, IL 60640
810	14-08-209-022-1065	5320 N Sheridan Rd Unit 810 Chicago, IL 60640
811	14-08-209-022-1066	5320 N Sheridan Rd Unit 811 Chicago, IL 60640
901	14-08-209-022-1067	5320 N Sheridan Rd Unit 901 Chicago, IL 60640
902	14-08-209-022-1068	5320 N Sheridan Rd Unit 902 Chicago, IL 60640
903	14-08-209-022-1069	5320 N Sheridan Rd Unit 903 Chicago, IL 60640
904	14-08-209-022-1070	5320 N Sheridan Rd Unit 904 Chicago, IL 60640
905	14-08-209-022-1071	5320 N Sheridan Rd Unit 905 Chicago, IL 60640
906	14-08-209-022-1072	5320 N Sheridan Rd Unit 906 Chicago, IL 60640
907	14-08-209-022-1073	5320 N Sheridan Rd Unit 907 Chicago, IL 60640

Unit	Pin	Commonly known as (for informational purposes only)
908	14-08-209-022-1074	5320 N Sheridan Rd Unit 908 Chicago, IL 60640
909	14-08-209-022-1075	5320 N Sheridan Rd Unit 909 Chicago, IL 60640
910	14-08-209-022-1076	5320 N Sheridan Rd Unit 910 Chicago, IL 60640
911	14-08-209-022-1077	5320 N Sheridan Rd Unit 911 Chicago, IL 60640
1001	14-08-209-022-1078	5320 N Sheridan Rd Unit 1001 Chicago, IL 60640
1002	14-08-209-022-1079	5320 N Sheridan Rd Unit 1002 Chicago, IL 60640
1003	14-08-209-022-1080	5320 N Sheridan Rd Unit 1003 Chicago, IL 60640
1004	14-08-209-022-1081	5320 N Sheridan Rd Unit 1004 Chicago, IL 60640
1005	14-08-209-022-1082	5320 N Sheridan Rd Unit 1005 Chicago, IL 60640
1006	14-08-209-022-1083	5320 N Sheridan Rd Unit 1006 Chicago, IL 60640
1007	14-08-209-022-1084	5320 N Sheridan Rd Unit 1007 Chicago, IL 60640
1008	14-08-209-022-1085	5320 N Sheridan Rd Unit 1008 Chicago, IL 60640
1009	14-08-209-022-1086	5320 N Sheridan Rd Unit 1009 Chicago, IL 60640
1010	14-08-209-022-1087	5320 N Sheridan Rd Unit 1010 Chicago, IL 60640
1011	14-08-209-022-1088	5320 N Sheridan Rd Unit 1011 Chicago, IL 60640
1101	14-08-209-022-1089	5320 N Sheridan Rd Unit 1101 Chicago, IL 60640
1102	14-08-209-022-1090	5320 N Sheridan Rd Unit 1102 Chicago, IL 60640
1103	14-08-209-022-1091	5320 N Sheridan Rd Unit 1103 Chicago, IL 60640
1104	14-08-209-022-1092	5320 N Sheridan Rd Unit 1104 Chicago, IL 60640
1105	14-08-209-022-1093	5320 N Sheridan Rd Unit 1105 Chicago, IL 60640
1106	14-08-209-022-1094	5320 N Sheridan Rd Unit 1106 Chicago, IL 60640
1107	14-08-209-022-1095	5320 N Sheridan Rd Unit 1107 Chicago, IL 60640
1108	14-08-209-022-1096	5320 N Sheridan Rd Unit 1108 Chicago, IL 60640
1109	14-08-209-022-1097	5320 N Sheridan Rd Unit 1109 Chicago, IL 60640
1110	14-08-209-022-1098	5320 N Sheridan Rd Unit 1110 Chicago, IL 60640
1111	14-08-209-022-1099	5320 N Sheridan Rd Unit 1111 Chicago, IL 60640
1201	14-08-209-022-1100	5320 N Sheridan Rd Unit 1201 Chicago, IL 60640
1202	14-08-209-022-1101	5320 N Sheridan Rd Unit 1202 Chicago, IL 60640
1203	14-08-209-022-1102	5320 N Sheridan Rd Unit 1203 Chicago, IL 60640
1204	14-08-209-022-1103	5320 N Sheridan Rd Unit 1204 Chicago, IL 60640
1205	14-08-209-022-1104	5320 N Sheridan Rd Unit 1205 Chicago, IL 60640
1206	14-08-209-022-1105	5320 N Sheridan Rd Unit 1206 Chicago, IL 60640
1207	14-08-209-022-1106	5320 N Sheridan Rd Unit 1207 Chicago, IL 60640
1208	14-08-209-022-1107	5320 N Sheridan Rd Unit 1208 Chicago, IL 60640
1209	14-08-209-022-1108	5320 N Sheridan Rd Unit 1209 Chicago, IL 60640
1210	14-08-209-022-1109	5320 N Sheridan Rd Unit 1210 Chicago, IL 60640
1211	14-08-209-022-1110	5320 N Sheridan Rd Unit 1211 Chicago, IL 60640
1301	14-08-209-022-1111	5320 N Sheridan Rd Unit 1301 Chicago, IL 60640
1302	14-08-209-022-1112	5320 N Sheridan Rd Unit 1302 Chicago, IL 60640
1303	14-08-209-022-1113	5320 N Sheridan Rd Unit 1303 Chicago, IL 60640
1304	14-08-209-022-1114	5320 N Sheridan Rd Unit 1304 Chicago, IL 60640
1305	14-08-209-022-1115	5320 N Sheridan Rd Unit 1305 Chicago, IL 60640
1306	14-08-209-022-1116	5320 N Sheridan Rd Unit 1306 Chicago, IL 60640

Unit	Pin	Commonly known as (for informational purposes only)
1307	14-08-209-022-1117	5320 N Sheridan Rd Unit 1307 Chicago, IL 60640
1308	14-08-209-022-1118	5320 N Sheridan Rd Unit 1308 Chicago, IL 60640
1309	14-08-209-022-1119	5320 N Sheridan Rd Unit 1309 Chicago, IL 60640
1310	14-08-209-022-1120	5320 N Sheridan Rd Unit 1310 Chicago, IL 60640
1311	14-08-209-022-1121	5320 N Sheridan Rd Unit 1311 Chicago, IL 60640
1401	14-08-209-022-1122	5320 N Sheridan Rd Unit 1401 Chicago, IL 60640
1402	14-08-209-022-1123	5320 N Sheridan Rd Unit 1402 Chicago, IL 60640
1403	14-08-209-022-1124	5320 N Sheridan Rd Unit 1403 Chicago, IL 60640
1404	14-08-209-022-1125	5320 N Sheridan Rd Unit 1404 Chicago, IL 60640
1405	14-08-209-022-1126	5320 N Sheridan Rd Unit 1405 Chicago, IL 60640
1406	14-08-209-022-1127	5320 N Sheridan Rd Unit 1406 Chicago, IL 60640
1407	14-08-209-022-1128	5320 N Sheridan Rd Unit 1407 Chicago, IL 60640
1408	14-08-209-022-1129	5320 N Sheridan Rd Unit 1408 Chicago, IL 60640
1409	14-08-209-022-1130	5320 N Sheridan Rd Unit 1409 Chicago, IL 60640
1410	14-08-209-022-1131	5320 N Sheridan Rd Unit 1410 Chicago, IL 60640
1411	14-08-209-022-1132	5320 N Sheridan Rd Unit 1411 Chicago, IL 60640
1501	14-08-209-022-1133	5320 N Sheridan Rd Unit 1501 Chicago, IL 60640
1502	14-08-209-022-1134	5320 N Sheridan Rd Unit 1502 Chicago, IL 60640
1503	14-08-209-022-1135	5320 N Sheridan Rd Unit 1503 Chicago, IL 60640
1504	14-08-209-022-1136	5320 N Sheridan Rd Unit 1504 Chicago, IL 60640
1505	14-08-209-022-1137	5320 N Sheridan Rd Unit 1505 Chicago, IL 60640
1506	14-08-209-022-1138	5320 N Sheridan Rd Unit 1506 Chicago, IL 60640
1507	14-08-209-022-1139	5320 N Sheridan Rd Unit 1507 Chicago, IL 60640
1508	14-08-209-022-1140	5320 N Sheridan Rd Unit 1508 Chicago, IL 60640
1509	14-08-209-022-1141	5320 N Sheridan Rd Unit 1509 Chicago, IL 60640
1510	14-08-209-022-1142	5320 N Sheridan Rd Unit 1510 Chicago, IL 60640
1511	14-08-209-022-1143	5320 N Sheridan Rd Unit 1511 Chicago, IL 60640
1601	14-08-209-022-1144	5320 N Sheridan Rd Unit 1601 Chicago, IL 60640
1602	14-08-209-022-1145	5320 N Sheridan Rd Unit 1602 Chicago, IL 60640
1603	14-08-209-022-1146	5320 N Sheridan Rd Unit 1603 Chicago, IL 60640
1604	14-08-209-022-1147	5320 N Sheridan Rd Unit 1604 Chicago, IL 60640
1605	14-08-209-022-1148	5320 N Sheridan Rd Unit 1605 Chicago, IL 60640
1606	14-08-209-022-1149	5320 N Sheridan Rd Unit 1606 Chicago, IL 60640
1607	14-08-209-022-1150	5320 N Sheridan Rd Unit 1607 Chicago, IL 60640
1608	14-08-209-022-1151	5320 N Sheridan Rd Unit 1608 Chicago, IL 60640
1609	14-08-209-022-1152	5320 N Sheridan Rd Unit 1609 Chicago, IL 60640
1610	14-08-209-022-1153	5320 N Sheridan Rd Unit 1610 Chicago, IL 60640
1611	14-08-209-022-1154	5320 N Sheridan Rd Unit 1611 Chicago, IL 60640
1701	14-08-209-022-1155	5320 N Sheridan Rd Unit 1701 Chicago, IL 60640
1702	14-08-209-022-1156	5320 N Sheridan Rd Unit 1702 Chicago, IL 60640
1703	14-08-209-022-1157	5320 N Sheridan Rd Unit 1703 Chicago, IL 60640
1704	14-08-209-022-1158	5320 N Sheridan Rd Unit 1704 Chicago, IL 60640
1705	14-08-209-022-1159	5320 N Sheridan Rd Unit 1705 Chicago, IL 60640

Unit	Pin	Commonly known as (for informational purposes only)
1706	14-08-209-022-1160	5320 N Sheridan Rd Unit 1706 Chicago, IL 60640
1707	14-08-209-022-1161	5320 N Sheridan Rd Unit 1707 Chicago, IL 60640
1708	14-08-209-022-1162	5320 N Sheridan Rd Unit 1708 Chicago, IL 60640
1709	14-08-209-022-1163	5320 N Sheridan Rd Unit 1709 Chicago, IL 60640
1710	14-08-209-022-1164	5320 N Sheridan Rd Unit 1710 Chicago, IL 60640
1711	14-08-209-022-1165	5320 N Sheridan Rd Unit 1711 Chicago, IL 60640
1801	14-08-209-022-1166	5320 N Sheridan Rd Unit 1801 Chicago, IL 60640
1802	14-08-209-022-1167	5320 N Sheridan Rd Unit 1802 Chicago, IL 60640
1803	14-08-209-022-1168	5320 N Sheridan Rd Unit 1803 Chicago, IL 60640
1804	14-08-209-022-1169	5320 N Sheridan Rd Unit 1804 Chicago, IL 60640
1805	14-08-209-022-1170	5320 N Sheridan Rd Unit 1805 Chicago, IL 60640
1806	14-08-209-022-1171	5320 N Sheridan Rd Unit 1806 Chicago, IL 60640
1807	14-08-209-022-1172	5320 N Sheridan Rd Unit 1807 Chicago, IL 60640
1808	14-08-209-022-1173	5320 N Sheridan Rd Unit 1808 Chicago, IL 60640
1809	14-08-209-022-1174	5320 N Sheridan Rd Unit 1809 Chicago, IL 60640
1810	14-08-209-022-1175	5320 N Sheridan Rd Unit 1810 Chicago, IL 60640
1811	14-08-209-022-1176	5320 N Sheridan Rd Unit 1811 Chicago, IL 60640
1901	14-08-209-022-1177	5320 N Sheridan Rd Unit 1901 Chicago, IL 60640
1902	14-08-209-022-1178	5320 N Sheridan Rd Unit 1902 Chicago, IL 60640
1903	14-08-209-022-1179	5320 N Sheridan Rd Unit 1903 Chicago, IL 60640
1904	14-08-209-022-1180	5320 N Sheridan Rd Unit 1904 Chicago, IL 60640
1905	14-08-209-022-1181	5320 N Sheridan Rd Unit 1905 Chicago, IL 60640
1906	14-08-209-022-1182	5320 N Sheridan Rd Unit 1906 Chicago, IL 60640
1907	14-08-209-022-1183	5320 N Sheridan Rd Unit 1907 Chicago, IL 60640
1908	14-08-209-022-1184	5320 N Sheridan Rd Unit 1908 Chicago, IL 60640
1909	14-08-209-022-1185	5320 N Sheridan Rd Unit 1909 Chicago, IL 60640
1910	14-08-209-022-1186	5320 N Sheridan Rd Unit 1910 Chicago, IL 60640
1911	14-08-209-022-1187	5320 N Sheridan Rd Unit 1911 Chicago, IL 60640
2001	14-08-209-022-1188	5320 N Sheridan Rd Unit 2001 Chicago, IL 60640
2002	14-08-209-022-1189	5320 N Sheridan Rd Unit 2002 Chicago, IL 60640
2003	14-08-209-022-1190	5320 N Sheridan Rd Unit 2003 Chicago, IL 60640
2004	14-08-209-022-1191	5320 N Sheridan Rd Unit 2004 Chicago, IL 60640
2005	14-08-209-022-1192	5320 N Sheridan Rd Unit 2005 Chicago, IL 60640
2006	14-08-209-022-1193	5320 N Sheridan Rd Unit 2006 Chicago, IL 60640
2007	14-08-209-022-1194	5320 N Sheridan Rd Unit 2007 Chicago, IL 60640
2008	14-08-209-022-1195	5320 N Sheridan Rd Unit 2008 Chicago, IL 60640
2009	14-08-209-022-1196	5320 N Sheridan Rd Unit 2009 Chicago, IL 60640
2010	14-08-209-022-1197	5320 N Sheridan Rd Unit 2010 Chicago, IL 60640
2011	14-08-209-022-1198	5320 N Sheridan Rd Unit 2011 Chicago, IL 60640
2101	14-08-209-022-1199	5320 N Sheridan Rd Unit 2101 Chicago, IL 60640
2102	14-08-209-022-1200	5320 N Sheridan Rd Unit 2102 Chicago, IL 60640
2103	14-08-209-022-1201	5320 N Sheridan Rd Unit 2103 Chicago, IL 60640
2104	14-08-209-022-1202	5320 N Sheridan Rd Unit 2104 Chicago, IL 60640

Unit	Pin	Commonly known as (for informational purposes only)
2105	14-08-209-022-1203	5320 N Sheridan Rd Unit 2105 Chicago, IL 60640
2106	14-08-209-022-1204	5320 N Sheridan Rd Unit 2106 Chicago, IL 60640
2107	14-08-209-022-1205	5320 N Sheridan Rd Unit 2107 Chicago, IL 60640
2108	14-08-209-022-1206	5320 N Sheridan Rd Unit 2108 Chicago, IL 60640
2109	14-08-209-022-1207	5320 N Sheridan Rd Unit 2109 Chicago, IL 60640
2110	14-08-209-022-1208	5320 N Sheridan Rd Unit 2110 Chicago, IL 60640
2111	14-08-209-022-1209	5320 N Sheridan Rd Unit 2111 Chicago, IL 60640
2201	14-08-209-022-1210	5320 N Sheridan Rd Unit 2201 Chicago, IL 60640
2202	14-08-209-022-1211	5320 N Sheridan Rd Unit 2202 Chicago, IL 60640
2203	14-08-209-022-1212	5320 N Sheridan Rd Unit 2203 Chicago, IL 60640
2204	14-08-209-022-1213	5320 N Sheridan Rd Unit 2204 Chicago, IL 60640
2205	14-08-209-022-1214	5320 N Sheridan Rd Unit 2205 Chicago, IL 60640
2206	14-08-209-022-1215	5320 N Sheridan Rd Unit 2206 Chicago, IL 60640
2207	14-08-209-022-1216	5320 N Sheridan Rd Unit 2207 Chicago, IL 60640
2208	14-08-209-022-1217	5320 N Sheridan Rd Unit 2208 Chicago, IL 60640
2209	14-08-209-022-1218	5320 N Sheridan Rd Unit 2209 Chicago, IL 60640
2210	14-08-209-022-1219	5320 N Sheridan Rd Unit 2210 Chicago, IL 60640
2211	14-08-209-022-1220	5320 N Sheridan Rd Unit 2211 Chicago, IL 60640
2301	14-08-209-022-1221	5320 N Sheridan Rd Unit 2301 Chicago, IL 60640
2302	14-08-209-022-1222	5320 N Sheridan Rd Unit 2302 Chicago, IL 60640
2303	14-08-209-022-1223	5320 N Sheridan Rd Unit 2303 Chicago, IL 60640
2304	14-08-209-022-1224	5320 N Sheridan Rd Unit 2304 Chicago, IL 60640
2305	14-08-209-022-1225	5320 N Sheridan Rd Unit 2305 Chicago, IL 60640
2306	14-08-209-022-1226	5320 N Sheridan Rd Unit 2306 Chicago, IL 60640
2307	14-08-209-022-1227	5320 N Sheridan Rd Unit 2307 Chicago, IL 60640
2308	14-08-209-022-1228	5320 N Sheridan Rd Unit 2308 Chicago, IL 60640
2309	14-08-209-022-1229	5320 N Sheridan Rd Unit 2309 Chicago, IL 60640
2310	14-08-209-022-1230	5320 N Sheridan Rd Unit 2310 Chicago, IL 60640
2311	14-08-209-022-1231	5320 N Sheridan Rd Unit 2311 Chicago, IL 60640
2401	14-08-209-022-1232	5320 N Sheridan Rd Unit 2401 Chicago, IL 60640
2402	14-08-209-022-1233	5320 N Sheridan Rd Unit 2402 Chicago, IL 60640
2403	14-08-209-022-1234	5320 N Sheridan Rd Unit 2403 Chicago, IL 60640
2404	14-08-209-022-1235	5320 N Sheridan Rd Unit 2404 Chicago, IL 60640
2405	14-08-209-022-1236	5320 N Sheridan Rd Unit 2405 Chicago, IL 60640
2406	14-08-209-022-1237	5320 N Sheridan Rd Unit 2406 Chicago, IL 60640
2407	14-08-209-022-1238	5320 N Sheridan Rd Unit 2407 Chicago, IL 60640
2408	14-08-209-022-1239	5320 N Sheridan Rd Unit 2408 Chicago, IL 60640
2409	14-08-209-022-1240	5320 N Sheridan Rd Unit 2409 Chicago, IL 60640
2410	14-08-209-022-1241	5320 N Sheridan Rd Unit 2410 Chicago, IL 60640
2411	14-08-209-022-1242	5320 N Sheridan Rd Unit 2411 Chicago, IL 60640
2501	14-08-209-022-1243	5320 N Sheridan Rd Unit 2501 Chicago, IL 60640
2502	14-08-209-022-1244	5320 N Sheridan Rd Unit 2502 Chicago, IL 60640
2503	14-08-209-022-1245	5320 N Sheridan Rd Unit 2503 Chicago, IL 60640

Unit	Pin	Commonly known as (for informational purposes only)
2504	14-08-209-022-1246	5320 N Sheridan Rd Unit 2504 Chicago, IL 60640
2505	14-08-209-022-1247	5320 N Sheridan Rd Unit 2505 Chicago, IL 60640
2506	14-08-209-022-1248	5320 N Sheridan Rd Unit 2506 Chicago, IL 60640
2507	14-08-209-022-1249	5320 N Sheridan Rd Unit 2507 Chicago, IL 60640
2508	14-08-209-022-1250	5320 N Sheridan Rd Unit 2508 Chicago, IL 60640
2509	14-08-209-022-1251	5320 N Sheridan Rd Unit 2509 Chicago, IL 60640
2510	14-08-209-022-1252	5320 N Sheridan Rd Unit 2510 Chicago, IL 60640
2511	14-08-209-022-1253	5320 N Sheridan Rd Unit 2511 Chicago, IL 60640
COMM 1	14-08-209-022-1254	5320 N Sheridan Rd Unit COMM1 Chicago, IL 60640
COMM 2	14-08-209-022-1255	5320 N Sheridan Rd Unit COMM2 Chicago, IL 60640
COMM 3	14-08-209-022-1256	5320 N Sheridan Rd Unit COMM3 Chicago, IL 60640
A1	14-08-209-022-1257	5320 N Sheridan Rd Unit A1 Chicago, IL 60640
A2	14-08-209-022-1258	5320 N Sheridan Rd Unit A2 Chicago, IL 60640
A3	14-08-209-022-1259	5320 N Sheridan Rd Unit A3 Chicago, IL 60640
A4	14-08-209-022-1260	5320 N Sheridan Rd Unit A4 Chicago, IL 60640
A5	14-08-209-022-1261	5320 N Sheridan Rd Unit A5 Chicago, IL 60640
A6	14-08-209-022-1262	5320 N Sheridan Rd Unit A6 Chicago, IL 60640
A7	14-08-209-022-1263	5320 N Sheridan Rd Unit A7 Chicago, IL 60640
A8	14-08-209-022-1264	5320 N Sheridan Rd Unit A8 Chicago, IL 60640
A9	14-08-209-022-1265	5320 N Sheridan Rd Unit A9 Chicago, IL 60640
A10	14-08-209-022-1266	5320 N Sheridan Rd Unit A10 Chicago, IL 60640
A11	14-08-209-022-1267	5320 N Sheridan Rd Unit A11 Chicago, IL 60640
A12	14-08-209-022-1268	5320 N Sheridan Rd Unit A12 Chicago, IL 60640
A13	14-08-209-022-1269	5320 N Sheridan Rd Unit A13 Chicago, IL 60640
A14	14-08-209-022-1270	5320 N Sheridan Rd Unit A14 Chicago, IL 60640
A15	14-08-209-022-1271	5320 N Sheridan Rd Unit A15 Chicago, IL 60640
A16	14-08-209-022-1272	5320 N Sheridan Rd Unit A16 Chicago, IL 60640
A17	14-08-209-022-1273	5320 N Sheridan Rd Unit A17 Chicago, IL 60640
A18	14-08-209-022-1274	5320 N Sheridan Rd Unit A18 Chicago, IL 60640
A19	14-08-209-022-1275	5320 N Sheridan Rd Unit A19 Chicago, IL 60640
A20	14-08-209-022-1276	5320 N Sheridan Rd Unit A20 Chicago, IL 60640
A21	14-08-209-022-1277	5320 N Sheridan Rd Unit A21 Chicago, IL 60640
A22	14-08-209-022-1278	5320 N Sheridan Rd Unit A22 Chicago, IL 60640
A23	14-08-209-022-1279	5320 N Sheridan Rd Unit A23 Chicago, IL 60640
A24	14-08-209-022-1280	5320 N Sheridan Rd Unit A24 Chicago, IL 60640
A25	14-08-209-022-1281	5320 N Sheridan Rd Unit A25 Chicago, IL 60640
A26	14-08-209-022-1282	5320 N Sheridan Rd Unit A26 Chicago, IL 60640
A27	14-08-209-022-1283	5320 N Sheridan Rd Unit A27 Chicago, IL 60640
A28	14-08-209-022-1284	5320 N Sheridan Rd Unit A28 Chicago, IL 60640
A29	14-08-209-022-1285	5320 N Sheridan Rd Unit A29 Chicago, IL 60640

Unit	Pin	Commonly known as (for informational purposes only)
A30	14-08-209-022-1286	5320 N Sheridan Rd Unit A30 Chicago, IL 60640
A31	14-08-209-022-1287	5320 N Sheridan Rd Unit A31 Chicago, IL 60640
A32	14-08-209-022-1288	5320 N Sheridan Rd Unit A32 Chicago, IL 60640
A33	14-08-209-022-1289	5320 N Sheridan Rd Unit A33 Chicago, IL 60640
A34	14-08-209-022-1290	5320 N Sheridan Rd Unit A34 Chicago, IL 60640
A35	14-08-209-022-1291	5320 N Sheridan Rd Unit A35 Chicago, IL 60640
A36	14-08-209-022-1292	5320 N Sheridan Rd Unit A36 Chicago, IL 60640
A37	14-08-209-022-1293	5320 N Sheridan Rd Unit A37 Chicago, IL 60640
A38	14-08-209-022-1294	5320 N Sheridan Rd Unit A38 Chicago, IL 60640
A39	14-08-209-022-1295	5320 N Sheridan Rd Unit A39 Chicago, IL 60640
A40	14-08-209-022-1296	5320 N Sheridan Rd Unit A40 Chicago, IL 60640
A41	14-08-209-022-1297	5320 N Sheridan Rd Unit A41 Chicago, IL 60640
A42	14-08-209-022-1298	5320 N Sheridan Rd Unit A42 Chicago, IL 60640
A43	14-08-209-022-1299	5320 N Sheridan Rd Unit A43 Chicago, IL 60640
A44	14-08-209-022-1300	5320 N Sheridan Rd Unit A44 Chicago, IL 60640
B1	14-08-209-022-1301	5320 N Sheridan Rd Unit B1 Chicago, IL 60640
B2	14-08-209-022-1302	5320 N Sheridan Rd Unit B2 Chicago, IL 60640
B3	14-08-209-022-1303	5320 N Sheridan Rd Unit B3 Chicago, IL 60640
B4	14-08-209-022-1304	5320 N Sheridan Rd Unit B4 Chicago, IL 60640
B5	14-08-209-022-1305	5320 N Sheridan Rd Unit B5 Chicago, IL 60640
B6	14-08-209-022-1306	5320 N Sheridan Rd Unit B6 Chicago, IL 60640
B7	14-08-209-022-1307	5320 N Sheridan Rd Unit B7 Chicago, IL 60640
B8	14-08-209-022-1308	5320 N Sheridan Rd Unit B8 Chicago, IL 60640
B9	14-08-209-022-1309	5320 N Sheridan Rd Unit B9 Chicago, IL 60640
B10	14-08-209-022-1310	5320 N Sheridan Rd Unit B10 Chicago, IL 60640
B11	14-08-209-022-1311	5320 N Sheridan Rd Unit B11 Chicago, IL 60640
B12	14-08-209-022-1312	5320 N Sheridan Rd Unit B12 Chicago, IL 60640
B13	14-08-209-022-1313	5320 N Sheridan Rd Unit B13 Chicago, IL 60640
B14	14-08-209-022-1314	5320 N Sheridan Rd Unit B14 Chicago, IL 60640
B15	14-08-209-022-1315	5320 N Sheridan Rd Unit B15 Chicago, IL 60640
B16	14-08-209-022-1316	5320 N Sheridan Rd Unit B16 Chicago, IL 60640
B17	14-08-209-022-1317	5320 N Sheridan Rd Unit B17 Chicago, IL 60640
B18	14-08-209-022-1318	5320 N Sheridan Rd Unit B18 Chicago, IL 60640
B19	14-08-209-022-1319	5320 N Sheridan Rd Unit B19 Chicago, IL 60640
B20	14-08-209-022-1320	5320 N Sheridan Rd Unit B20 Chicago, IL 60640
B21	14-08-209-022-1321	5320 N Sheridan Rd Unit B21 Chicago, IL 60640
B22	14-08-209-022-1322	5320 N Sheridan Rd Unit B22 Chicago, IL 60640
B23	14-08-209-022-1323	5320 N Sheridan Rd Unit B23 Chicago, IL 60640
B24	14-08-209-022-1324	5320 N Sheridan Rd Unit B24 Chicago, IL 60640
B25	14-08-209-022-1325	5320 N Sheridan Rd Unit B25 Chicago, IL 60640
B26	14-08-209-022-1326	5320 N Sheridan Rd Unit B26 Chicago, IL 60640
B27	14-08-209-022-1327	5320 N Sheridan Rd Unit B27 Chicago, IL 60640
B28	14-08-209-022-1328	5320 N Sheridan Rd Unit B28 Chicago, IL 60640

Unit	Pin	Commonly known as (for informational purposes only)
B29	14-08-209-022-1329	5320 N Sheridan Rd Unit B29 Chicago, IL 60640
B30	14-08-209-022-1330	5320 N Sheridan Rd Unit B30 Chicago, IL 60640
B31	14-08-209-022-1331	5320 N Sheridan Rd Unit B31 Chicago, IL 60640
B32	14-08-209-022-1332	5320 N Sheridan Rd Unit B32 Chicago, IL 60640
B33	14-08-209-022-1333	5320 N Sheridan Rd Unit B33 Chicago, IL 60640
B34	14-08-209-022-1334	5320 N Sheridan Rd Unit B34 Chicago, IL 60640
B35	14-08-209-022-1335	5320 N Sheridan Rd Unit B35 Chicago, IL 60640
B36	14-08-209-022-1336	5320 N Sheridan Rd Unit B36 Chicago, IL 60640
B37	14-08-209-022-1337	5320 N Sheridan Rd Unit B37 Chicago, IL 60640
B38	14-08-209-022-1338	5320 N Sheridan Rd Unit B38 Chicago, IL 60640
B39	14-08-209-022-1339	5320 N Sheridan Rd Unit B39 Chicago, IL 60640
B40	14-08-209-022-1340	5320 N Sheridan Rd Unit B40 Chicago, IL 60640
B41	14-08-209-022-1341	5320 N Sheridan Rd Unit B41 Chicago, IL 60640
C1	14-08-209-022-1342	5320 N Sheridan Rd Unit C1 Chicago, IL 60640
C2	14-08-209-022-1343	5320 N Sheridan Rd Unit C2 Chicago, IL 60640
C3	14-08-209-022-1344	5320 N Sheridan Rd Unit C3 Chicago, IL 60640
C4	14-08-209-022-1345	5320 N Sheridan Rd Unit C4 Chicago, IL 60640
C5	14-08-209-022-1346	5320 N Sheridan Rd Unit C5 Chicago, IL 60640
C6	14-08-209-022-1347	5320 N Sheridan Rd Unit C6 Chicago, IL 60640
C7	14-08-209-022-1348	5320 N Sheridan Rd Unit C7 Chicago, IL 60640
C8	14-08-209-022-1349	5320 N Sheridan Rd Unit C8 Chicago, IL 60640
C9	14-08-209-022-1350	5320 N Sheridan Rd Unit C9 Chicago, IL 60640
C10	14-08-209-022-1351	5320 N Sheridan Rd Unit C10 Chicago, IL 60640
C11	14-08-209-022-1352	5320 N Sheridan Rd Unit C11 Chicago, IL 60640
C12	14-08-209-022-1353	5320 N Sheridan Rd Unit C12 Chicago, IL 60640
C13	14-08-209-022-1354	5320 N Sheridan Rd Unit C13 Chicago, IL 60640
C14	14-08-209-022-1355	5320 N Sheridan Rd Unit C14 Chicago, IL 60640
C15	14-08-209-022-1356	5320 N Sheridan Rd Unit C15 Chicago, IL 60640
C16	14-08-209-022-1357	5320 N Sheridan Rd Unit C16 Chicago, IL 60640
C17	14-08-209-022-1358	5320 N Sheridan Rd Unit C17 Chicago, IL 60640
C18	14-08-209-022-1359	5320 N Sheridan Rd Unit C18 Chicago, IL 60640
C19	14-08-209-022-1360	5320 N Sheridan Rd Unit C19 Chicago, IL 60640
C20	14-08-209-022-1361	5320 N Sheridan Rd Unit C20 Chicago, IL 60640
C21	14-08-209-022-1362	5320 N Sheridan Rd Unit C21 Chicago, IL 60640
C22	14-08-209-022-1363	5320 N Sheridan Rd Unit C22 Chicago, IL 60640
C23	14-08-209-022-1364	5320 N Sheridan Rd Unit C23 Chicago, IL 60640
C24	14-08-209-022-1365	5320 N Sheridan Rd Unit C24 Chicago, IL 60640
C25	14-08-209-022-1366	5320 N Sheridan Rd Unit C25 Chicago, IL 60640
C26	14-08-209-022-1367	5320 N Sheridan Rd Unit C26 Chicago, IL 60640
C27	14-08-209-022-1368	5320 N Sheridan Rd Unit C27 Chicago, IL 60640
C28	14-08-209-022-1369	5320 N Sheridan Rd Unit C28 Chicago, IL 60640
C29	14-08-209-022-1370	5320 N Sheridan Rd Unit C29 Chicago, IL 60640
C30	14-08-209-022-1371	5320 N Sheridan Rd Unit C30 Chicago, IL 60640

Unit	Pin	Commonly known as (for informational purposes only)
C31	14-08-209-022-1372	5320 N Sheridan Rd Unit C31 Chicago, IL 60640
C32	14-08-209-022-1373	5320 N Sheridan Rd Unit C32 Chicago, IL 60640
C33	14-08-209-022-1374	5320 N Sheridan Rd Unit C33 Chicago, IL 60640
C34	14-08-209-022-1375	5320 N Sheridan Rd Unit C34 Chicago, IL 60640
C35	14-08-209-022-1376	5320 N Sheridan Rd Unit C35 Chicago, IL 60640
C36	14-08-209-022-1377	5320 N Sheridan Rd Unit C36 Chicago, IL 60640
C37	14-08-209-022-1378	5320 N Sheridan Rd Unit C37 Chicago, IL 60640
C38	14-08-209-022-1379	5320 N Sheridan Rd Unit C38 Chicago, IL 60640
C39	14-08-209-022-1380	5320 N Sheridan Rd Unit C39 Chicago, IL 60640
C40	14-08-209-022-1381	5320 N Sheridan Rd Unit C40 Chicago, IL 60640
C41	14-08-209-022-1382	5320 N Sheridan Rd Unit C41 Chicago, IL 60640
D1	14-08-209-022-1383	5320 N Sheridan Rd Unit D1 Chicago, IL 60640
D2	14-08-209-022-1384	5320 N Sheridan Rd Unit D2 Chicago, IL 60640
D3	14-08-209-022-1385	5320 N Sheridan Rd Unit D3 Chicago, IL 60640
D4	14-08-209-022-1386	5320 N Sheridan Rd Unit D4 Chicago, IL 60640
D5	14-08-209-022-1387	5320 N Sheridan Rd Unit D5 Chicago, IL 60640
D6	14-08-209-022-1388	5320 N Sheridan Rd Unit D6 Chicago, IL 60640
D7	14-08-209-022-1389	5320 N Sheridan Rd Unit D7 Chicago, IL 60640
D8	14-08-209-022-1390	5320 N Sheridan Rd Unit D8 Chicago, IL 60640
D9	14-08-209-022-1391	5320 N Sheridan Rd Unit D9 Chicago, IL 60640
D10	14-08-209-022-1392	5320 N Sheridan Rd Unit D10 Chicago, IL 60640
D11	14-08-209-022-1393	5320 N Sheridan Rd Unit D11 Chicago, IL 60640
D12	14-08-209-022-1394	5320 N Sheridan Rd Unit D12 Chicago, IL 60640
D13	14-08-209-022-1395	5320 N Sheridan Rd Unit D13 Chicago, IL 60640
D14	14-08-209-022-1396	5320 N Sheridan Rd Unit D14 Chicago, IL 60640
D15	14-08-209-022-1397	5320 N Sheridan Rd Unit D15 Chicago, IL 60640
D16	14-08-209-022-1398	5320 N Sheridan Rd Unit D16 Chicago, IL 60640
D17	14-08-209-022-1399	5320 N Sheridan Rd Unit D17 Chicago, IL 60640
D18	14-08-209-022-1400	5320 N Sheridan Rd Unit D18 Chicago, IL 60640
D19	14-08-209-022-1401	5320 N Sheridan Rd Unit D19 Chicago, IL 60640
D20	14-08-209-022-1402	5320 N Sheridan Rd Unit D20 Chicago, IL 60640
D21	14-08-209-022-1403	5320 N Sheridan Rd Unit D21 Chicago, IL 60640
D22	14-08-209-022-1404	5320 N Sheridan Rd Unit D22 Chicago, IL 60640
D23	14-08-209-022-1405	5320 N Sheridan Rd Unit D23 Chicago, IL 60640
D24	14-08-209-022-1406	5320 N Sheridan Rd Unit D24 Chicago, IL 60640
D25	14-08-209-022-1407	5320 N Sheridan Rd Unit D25 Chicago, IL 60640
D26	14-08-209-022-1408	5320 N Sheridan Rd Unit D26 Chicago, IL 60640
D27	14-08-209-022-1409	5320 N Sheridan Rd Unit D27 Chicago, IL 60640
D28	14-08-209-022-1410	5320 N Sheridan Rd Unit D28 Chicago, IL 60640
D29	14-08-209-022-1411	5320 N Sheridan Rd Unit D29 Chicago, IL 60640
D30	14-08-209-022-1412	5320 N Sheridan Rd Unit D30 Chicago, IL 60640
D31	14-08-209-022-1413	5320 N Sheridan Rd Unit D31 Chicago, IL 60640
D32	14-08-209-022-1414	5320 N Sheridan Rd Unit D32 Chicago, IL 60640

Unit	Pin	Commonly known as (for informational purposes only)
D33	14-08-209-022-1415	5320 N Sheridan Rd Unit D33 Chicago, IL 60640
D34	14-08-209-022-1416	5320 N Sheridan Rd Unit D34 Chicago, IL 60640
D35	14-08-209-022-1417	5320 N Sheridan Rd Unit D35 Chicago, IL 60640
D36	14-08-209-022-1418	5320 N Sheridan Rd Unit D36 Chicago, IL 60640
D37	14-08-209-022-1419	5320 N Sheridan Rd Unit D37 Chicago, IL 60640
D38	14-08-209-022-1420	5320 N Sheridan Rd Unit D38 Chicago, IL 60640
D39	14-08-209-022-1421	5320 N Sheridan Rd Unit D39 Chicago, IL 60640
D40	14-08-209-022-1422	5320 N Sheridan Rd Unit D40 Chicago, IL 60640
D41	14-08-209-022-1423	5320 N Sheridan Rd Unit D41 Chicago, IL 60640
E1	14-08-209-022-1424	5320 N Sheridan Rd Unit E1 Chicago, IL 60640
E2	14-08-209-022-1425	5320 N Sheridan Rd Unit E2 Chicago, IL 60640
E3	14-08-209-022-1426	5320 N Sheridan Rd Unit E3 Chicago, IL 60640
E4	14-08-209-022-1427	5320 N Sheridan Rd Unit E4 Chicago, IL 60640
E5	14-08-209-022-1428	5320 N Sheridan Rd Unit E5 Chicago, IL 60640
E6	14-08-209-022-1429	5320 N Sheridan Rd Unit E6 Chicago, IL 60640
E7	14-08-209-022-1430	5320 N Sheridan Rd Unit E7 Chicago, IL 60640
E8	14-08-209-022-1431	5320 N Sheridan Rd Unit E8 Chicago, IL 60640
E9	14-08-209-022-1432	5320 N Sheridan Rd Unit E9 Chicago, IL 60640
E10	14-08-209-022-1433	5320 N Sheridan Rd Unit E10 Chicago, IL 60640
E11	14-08-209-022-1434	5320 N Sheridan Rd Unit E11 Chicago, IL 60640
E12	14-08-209-022-1435	5320 N Sheridan Rd Unit E12 Chicago, IL 60640
E13	14-08-209-022-1436	5320 N Sheridan Rd Unit E13 Chicago, IL 60640
E14	14-08-209-022-1437	5320 N Sheridan Rd Unit E14 Chicago, IL 60640
E15	14-08-209-022-1438	5320 N Sheridan Rd Unit E15 Chicago, IL 60640
E16	14-08-209-022-1439	5320 N Sheridan Rd Unit E16 Chicago, IL 60640
E17	14-08-209-022-1440	5320 N Sheridan Rd Unit E17 Chicago, IL 60640
E18	14-08-209-022-1441	5320 N Sheridan Rd Unit E18 Chicago, IL 60640
E19	14-08-209-022-1442	5320 N Sheridan Rd Unit E19 Chicago, IL 60640
E20	14-08-209-022-1443	5320 N Sheridan Rd Unit E20 Chicago, IL 60640
E21	14-08-209-022-1444	5320 N Sheridan Rd Unit E21 Chicago, IL 60640
E22	14-08-209-022-1445	5320 N Sheridan Rd Unit E22 Chicago, IL 60640
E23	14-08-209-022-1446	5320 N Sheridan Rd Unit E23 Chicago, IL 60640
E24	14-08-209-022-1447	5320 N Sheridan Rd Unit E24 Chicago, IL 60640
E25	14-08-209-022-1448	5320 N Sheridan Rd Unit E25 Chicago, IL 60640
E26	14-08-209-022-1449	5320 N Sheridan Rd Unit E26 Chicago, IL 60640
E27	14-08-209-022-1450	5320 N Sheridan Rd Unit E27 Chicago, IL 60640
E28	14-08-209-022-1451	5320 N Sheridan Rd Unit E28 Chicago, IL 60640
E29	14-08-209-022-1452	5320 N Sheridan Rd Unit E29 Chicago, IL 60640
E30	14-08-209-022-1453	5320 N Sheridan Rd Unit E30 Chicago, IL 60640
E31	14-08-209-022-1454	5320 N Sheridan Rd Unit E31 Chicago, IL 60640
E32	14-08-209-022-1455	5320 N Sheridan Rd Unit E32 Chicago, IL 60640
E33	14-08-209-022-1456	5320 N Sheridan Rd Unit E33 Chicago, IL 60640
E34	14-08-209-022-1457	5320 N Sheridan Rd Unit E34 Chicago, IL 60640

Unit	Pin	Commonly known as (for informational purposes only)
E35	14-08-209-022-1458	5320 N Sheridan Rd Unit E35 Chicago, IL 60640
E36	14-08-209-022-1459	5320 N Sheridan Rd Unit E36 Chicago, IL 60640
E37	14-08-209-022-1460	5320 N Sheridan Rd Unit E37 Chicago, IL 60640
E38	14-08-209-022-1461	5320 N Sheridan Rd Unit E38 Chicago, IL 60640
E39	14-08-209-022-1462	5320 N Sheridan Rd Unit E39 Chicago, IL 60640
E40	14-08-209-022-1463	5320 N Sheridan Rd Unit E40 Chicago, IL 60640
E41	14-08-209-022-1464	5320 N Sheridan Rd Unit E41 Chicago, IL 60640
E42	14-08-209-022-1465	5320 N Sheridan Rd Unit E42 Chicago, IL 60640
E43	14-08-209-022-1466	5320 N Sheridan Rd Unit E43 Chicago, IL 60640
F1	14-08-209-022-1467	5320 N Sheridan Rd Unit F1 Chicago, IL 60640
F2	14-08-209-022-1468	5320 N Sheridan Rd Unit F2 Chicago, IL 60640
F3	14-08-209-022-1469	5320 N Sheridan Rd Unit F3 Chicago, IL 60640
F4	14-08-209-022-1470	5320 N Sheridan Rd Unit F4 Chicago, IL 60640
F5	14-08-209-022-1471	5320 N Sheridan Rd Unit F5 Chicago, IL 60640
F6	14-08-209-022-1472	5320 N Sheridan Rd Unit F6 Chicago, IL 60640
F7	14-08-209-022-1473	5320 N Sheridan Rd Unit F7 Chicago, IL 60640
F8	14-08-209-022-1474	5320 N Sheridan Rd Unit F8 Chicago, IL 60640
F9	14-08-209-022-1475	5320 N Sheridan Rd Unit F9 Chicago, IL 60640
F10	14-08-209-022-1476	5320 N Sheridan Rd Unit F10 Chicago, IL 60640
F11	14-08-209-022-1477	5320 N Sheridan Rd Unit F11 Chicago, IL 60640
F12	14-08-209-022-1478	5320 N Sheridan Rd Unit F12 Chicago, IL 60640
F13	14-08-209-022-1479	5320 N Sheridan Rd Unit F13 Chicago, IL 60640
F14	14-08-209-022-1480	5320 N Sheridan Rd Unit F14 Chicago, IL 60640
F15	14-08-209-022-1481	5320 N Sheridan Rd Unit F15 Chicago, IL 60640
F16	14-08-209-022-1482	5320 N Sheridan Rd Unit F16 Chicago, IL 60640
F17	14-08-209-022-1483	5320 N Sheridan Rd Unit F17 Chicago, IL 60640
F18	14-08-209-022-1484	5320 N Sheridan Rd Unit F18 Chicago, IL 60640
F19	14-08-209-022-1485	5320 N Sheridan Rd Unit F19 Chicago, IL 60640
F20	14-08-209-022-1486	5320 N Sheridan Rd Unit F20 Chicago, IL 60640
F21	14-08-209-022-1487	5320 N Sheridan Rd Unit F21 Chicago, IL 60640
F22	14-08-209-022-1488	5320 N Sheridan Rd Unit F22 Chicago, IL 60640
F23	14-08-209-022-1489	5320 N Sheridan Rd Unit F23 Chicago, IL 60640
F24	14-08-209-022-1490	5320 N Sheridan Rd Unit F24 Chicago, IL 60640
F25	14-08-209-022-1491	5320 N Sheridan Rd Unit F25 Chicago, IL 60640
F26	14-08-209-022-1492	5320 N Sheridan Rd Unit F26 Chicago, IL 60640
F27	14-08-209-022-1493	5320 N Sheridan Rd Unit F27 Chicago, IL 60640
F28	14-08-209-022-1494	5320 N Sheridan Rd Unit F28 Chicago, IL 60640
F29	14-08-209-022-1495	5320 N Sheridan Rd Unit F29 Chicago, IL 60640
F30	14-08-209-022-1496	5320 N Sheridan Rd Unit F30 Chicago, IL 60640
F31	14-08-209-022-1497	5320 N Sheridan Rd Unit F31 Chicago, IL 60640
F32	14-08-209-022-1498	5320 N Sheridan Rd Unit F32 Chicago, IL 60640
F33	14-08-209-022-1499	5320 N Sheridan Rd Unit F33 Chicago, IL 60640
F34	14-08-209-022-1500	5320 N Sheridan Rd Unit F34 Chicago, IL 60640

Unit	Pin	Commonly known as (for informational purposes only)
F35	14-08-209-022-1501	5320 N Sheridan Rd Unit F35 Chicago, IL 60640
F36	14-08-209-022-1502	5320 N Sheridan Rd Unit F36 Chicago, IL 60640
F37	14-08-209-022-1503	5320 N Sheridan Rd Unit F37 Chicago, IL 60640
F38	14-08-209-022-1504	5320 N Sheridan Rd Unit F38 Chicago, IL 60640
F39	14-08-209-022-1505	5320 N Sheridan Rd Unit F39 Chicago, IL 60640
F40	14-08-209-022-1506	5320 N Sheridan Rd Unit F40 Chicago, IL 60640
F41	14-08-209-022-1507	5320 N Sheridan Rd Unit F41 Chicago, IL 60640
F42	14-08-209-022-1508	5320 N Sheridan Rd Unit F42 Chicago, IL 60640
F43	14-08-209-022-1509	5320 N Sheridan Rd Unit F43 Chicago, IL 60640
F44	14-08-209-022-1510	5320 N Sheridan Rd Unit F44 Chicago, IL 60640
F45	14-08-209-022-1511	5320 N Sheridan Rd Unit F45 Chicago, IL 60640
F46	14-08-209-022-1512	5320 N Sheridan Rd Unit F46 Chicago, IL 60640
F47	14-08-209-022-1513	5320 N Sheridan Rd Unit F47 Chicago, IL 60640
F48	14-08-209-022-1514	5320 N Sheridan Rd Unit F48 Chicago, IL 60640
F49	14-08-209-022-1515	5320 N Sheridan Rd Unit F49 Chicago, IL 60640
F50	14-08-209-022-1516	5320 N Sheridan Rd Unit F50 Chicago, IL 60640

EXHIBIT B

UNIT	PERCENTAGE OWNERSHIP INTEREST IN THE COMMON ELEMENTS
301	0.2290
302	0.4130
303	0.3464
304	0.2789
305	0.2536
306	0.2452
307	0.2582
308	0.3409
309	0.3353
310	0.1919
311	0.2582
401	0.2329
402	0.4156
403	0.3516
404	0.2841
405	0.2588
406	0.2504
407	0.2634
408	0.3448
409	0.3405
410	0.1971
411	0.2621
501	0.2368
502	0.4182
503	0.3594
504	0.2919
505	0.2666
506	0.2582
507	0.2712
508	0.3487
509	0.3457
510	0.2023
511	0.2660
601	0.2407
602	0.4208
603	0.3672
604	0.2997

605	0.2744
606	0.2660
607	0.2790
608	0.3539
609	0.3509
610	0.2075
611	0.2699
701	0.2446
702	0.4260
703	0.3750
704	0.3075
705	0.2822
706	0.2738
707	0.2868
708	0.3617
709	0.3561
710	0.2127
711	0.2738
801	0.2738
802	0.4312
803	0.3828
804	0.3153
805	0.2900
806	0.2816
807	0.2946
808	0.3669
809	0.3613
810	0.2179
811	0.2777
901	0.2524
902	0.4376
903	0.3906
904	0.3231
905	0.2978
906	0.2894
907	0.3024
908	0.3721
909	0.3678
910	0.2231
911	0.2816
1001	0.2563
1002	0.4441
1003	0.3958
1004	0.3283

1005	0.3030
1006	0.2946
1007	0.3075
1008	0.3773
1009	0.3743
1010	0.2283
1011	0.2855
1101	0.2602
1102	0.4506
1103	0.4010
1104	0.3335
1105	0.3082
1106	0.2998
1107	0.3127
1108	0.3825
1109	0.3808
1110	0.2309
1111	0.2894
1201	0.2641
1202	0.4571
1203	0.4062
1204	0.3387
1205	0.3134
1206	0.3049
1207	0.3179
1208	0.3877
1209	0.3873
1210	0.2335
1211	0.2933
1301	0.2667
1302	0.4649
1303	0.4101
1304	0.3400
1305	0.3147
1306	0.3062
1307	0.3192
1308	0.3903
1309	0.3925
1310	0.2361
1311	0.2959
1401	0.2693
1402	0.4727
1403	0.4140
1404	0.3413

1405	0.3160
1406	0.3075
1407	0.3205
1408	0.3929
1409	0.3977
1410	0.2387
1411	0.2985
1501	0.2719
1502	0.4805
1503	0.4178
1504	0.3426
1505	0.3173
1506	0.3088
1507	0.3218
1508	0.3955
1509	0.4029
1510	0.2412
1511	0.3011
1601	0.2745
1602	0.4883
1603	0.4217
1604	0.3439
1605	0.3186
1606	0.3101
1607	0.3231
1608	0.3981
1609	0.4081
1610	0.2438
1611	0.3037
1701	0.2771
1702	0.4961
1703	0.4256
1704	0.3452
1705	0.3199
1706	0.3114
1707	0.3244
1708	0.4007
1709	0.4133
1710	0.2464
1711	0.3063
1801	0.2797
1802	0.5039
1803	0.4295
1804	0.3465

1805	0.3212
1806	0.3127
1807	0.3257
1808	0.4033
1809	0.4158
1810	0.2490
1811	0.3089
1901	0.2823
1902	0.5117
1903	0.4334
1904	0.3478
1905	0.3225
1906	0.3140
1907	0.3270
1908	0.4059
1909	0.4184
1910	0.2516
1911	0.3115
2001	0.2849
2002	0.5195
2003	0.4373
2004	0.3491
2005	0.3238
2006	0.3153
2007	0.3283
2008	0.4085
2009	0.4210
2010	0.2542
2011	0.3141
2101	0.2874
2102	0.5273
2103	0.4412
2104	0.3504
2105	0.3251
2106	0.3166
2107	0.3348
2108	0.4111
2109	0.4262
2110	0.2568
2111	0.3167
2201	0.2900
2202	0.5351
2203	0.4451
2204	0.3517

2205	0.3264
2206	0.3179
2207	0.3309
2208	0.4137
2209	0.4314
2210	0.2594
2211	0.3193
2301	0.2926
2302	0.5429
2303	0.4490
2304	0.3530
2305	0.3277
2306	0.3192
2307	0.3322
2308	0.4163
2309	0.4366
2310	0.2620
2311	0.3219
2401	0.2952
2402	0.5507
2403	0.4529
2404	0.3543
2405	0.3290
2406	0.3205
2407	0.3335
2408	0.4189
2409	0.4418
2410	0.2646
2411	0.3245
2501	0.2978
2502	0.5585
2503	0.4568
2504	0.3556
2505	0.3303
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Commercial 2	0.1299
Commercial 3	0.0260
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	100.0000

EXHIBIT C

BY-LAWS

OF

THE METROPOLITAN CONDOMINIUM ASSOCIATION

ARTICLE I.

General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board. The Association shall have the powers and responsibilities specified in the General Not-For-Profit Corporation Act of 1986 of the State of Illinois which are not inconsistent with the Act or the Condominium Instruments. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments. All capitalized terms used, but not defined herein, which are defined in the Declaration have the same meanings as ascribed to such terms in the Declaration.

ARTICLE II.

Members

Section 1. Classes of Members, Membership, and Termination Thereof. The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association, during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

Section 2. Votes and Voting Rights. (a) All members of the Board shall be appointed and shall hold office as provided in Article IV, Section 2 of these By-Laws.

(b) The total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his percentage ownership interest in the Common Elements (as defined in the Declaration) at the time any matter is submitted to a vote of the members.

(c) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. Any proxy must be executed in writing by the Unit Owner or his duly authorized attorney-in-fact, must bear the date of execution, and shall be invalid after 11 months from the date of its execution. If only one of the multiple owners of a Unit is present at a meeting, he is 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 a majority in interest of the multiple owners, and if 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, there is deemed to be majority agreement.

(d) Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these By-Laws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration, provided, however, that when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

Section 3. Transfer of Membership. Membership in this Association is not transferable or assignable, except as provided in Article II, Section 1 hereof.

Section 4. Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit from a seller pursuant to an installment contract for purchase shall, during such times as he or she resides in the Unit, be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners called for the 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 of 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 the installment contract shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1(e) of "Dwelling Unit Installment Contract Act".

ARTICLE III.

Meetings of Members

Section 1. Annual Meeting. An annual meeting of the members for the purpose of electing directors and for the transaction of such other business as may come before the meeting shall be held in the month of September each year. If the election of members of the Board shall not be held when designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be. The Board may disseminate to the members biographical and background information about candidates for election to the Board if (i) reasonable efforts are made to identify all candidates and all candidates are given an opportunity to include biographical information and background material in the information to be disseminated (ii) and the Board does not express a preference in favor of any candidate. A Unit Owner shall be entitled to receive from the Board as provided herein and in the Act, within three working days after the request therefore, the names, addresses and weighted vote of each Unit Owner entitled to vote at the next annual meeting of members.

Section 2. Special Meetings. Special meetings of the members may be called by the Board, the President, or not less than 20% of the members. All matters to be considered at special meetings of the members called by not less than 20% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by the Voting Members representing at least twenty (20%) percent of the Units 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 who the notice is given, provided the director and officer or his agent certifies in writing to the delivery by electronic transmission.

Section 3. Place and Time of Meeting. All meetings of the members shall take place at 8:00 P.M., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

Section 4. Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

(a) Any notice required to be sent or received or signature, vote, consent or approval required to be obtained under any Condominium Instrument or any provision of the Illinois Condominium Property Act may be accomplished using 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 this Illinois Condominium Property Act by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any Condominium Instrument or any provision of the Illinois Condominium Property Act.

(d) Voting on, consent to and approval of any matter under any Condominium Instrument or any provision of this Illinois Condominium Property Act may be accomplished by 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 Illinois Condominium Property Act need be acknowledged before a 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.

(g) The above subsections do not apply to any notices required: (i) under Article IX of the Code of Civil Procedure; or (ii) in connection with foreclosure proceedings in enforcement of any lien rights under the Illinois Condominium Property Act.

Section 5. Quorum. The members present at a meeting in person or by proxy, holding 20% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

Section 6. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution. Any proxy distributed by the Board for election of members of the Board shall give Unit Owners the opportunity to designate any person as the proxy holder and shall 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.

Section 7. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matters shall require the affirmative vote of not less than 67% of all the members at a meeting duly called for that purpose:

- (i) Merger or consolidation of the Association;
- (ii) Sale, lease or exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all, of the property and assets of the Association; or
- (iii) The purchase and sale of land or Units on behalf of the Unit Owners.

ARTICLE IV.

Board

Section 1. In General. The affairs of the Association shall be managed by its board of directors, which shall act as the Board as provided in the Act and the Declaration.

Section 2. Number, Tenure and Qualifications. The number of directors shall be five and shall be elected solely by, from and among, the members for a term of one year and until their respective successors shall have been elected and qualified. All directors shall be elected at large. Each director shall hold office without compensation. In the event that a member of the Association is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a director. If there are multiple owners of a single Unit, only one of the multiple owners shall be eligible to serve as a director at any one time. A director may succeed himself in office.

Section 3. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if: (i) no preference is expressed in favor of any candidate; and (ii) 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.

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

(b) 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.

(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 subparagraph, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means as defined in Section 2 of the Act. Instructions regarding the use of electronic means for voting shall be distributed to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election meeting, and the Board shall give Unit Owners not less than twenty-one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than seven (7) days before the instructions for voting using electronic or acceptable technological means is distributed to Unit Owners. Every instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. A Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby voiding any vote previously submitted by that Unit Owner.

(d) 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 30 days after the Board's approval of a rule adopted pursuant to subparagraph (b), 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.

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

(f) 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.

Section 4. Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall, by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

Section 5. Special Meetings. Special meetings of the Board may be called by or at the request of the President or 25% of the directors. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

Section 6. Notice. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all directors not calling the meeting at least 48 hours prior to the date of such special meeting. Written notice of regular meetings of the Board shall be mailed, delivered, or sent via acceptable technological means to the extent the Unit Owner has provided written consent and as authorized by the Condominium Instruments, to all members of the Association at least 48 hours prior to the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon paid. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. However, copies of said notices of meetings of the Board shall be posted in entrance-ways or other conspicuous places in the condominium designated by the Board at least 48 hours prior to the meeting.

Section 7. Quorum. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the directors are present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

Section 8. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

Section 9. Vacancies. Any vacancy occurring in the Board by reason of death, removal or resignation of a director shall be filled by a two-thirds vote of the remaining directors. A member elected to fill a vacancy shall be elected until the next annual meeting of the members of the Association; provided that if a petition signed by members of the Association holding 20% of the votes in the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition, directors may resign at any time by written

resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If as the result of the death, removal or resignation of a director, no director remains in office, a special meeting of members of the Association may be called to fill all vacancies for the unexpired terms of the directors.

Section 10. Removal. Any director may be removed from office by the affirmative vote of 66-2/3% of all the members of the Association at a special meeting called for such purpose.

Section 11. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of Section 18(b) of the Act and the Declaration and these By-Laws. No quorum is required at such meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Act or the Condominium Instruments. Such rules and regulations shall be effective sixty (60) days after their adoption.

Section 12. Open Meetings. (a) Every meeting of the Board of Directors 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 Directors finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement or dismissal of an employee, or 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, or (v) discuss a Unit Owner's unpaid share of common expenses, or (vi) consult with the Association's legal counsel; that any vote on these matters shall take place at a meeting of the Board of Directors or portion thereof open to any Unit Owner.

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

(c) Any Unit Owner may record the proceedings at meetings of the Board or portions thereof required to be open by the Act by tape, film or other means, and the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

Section 13. Contracts. 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 board member's immediate family has a twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition,

signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within thirty (30) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this Section 13, a board member's immediate family means the board member's spouse, parents and children.

Section 14. Powers and Duties. The powers and duties of the Board shall include, but not be limited to, the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. However, nothing in the foregoing sentence shall be deemed to invalidate any provision in the Condominium Instruments placing limits on expenditures for capital additions or capital improvements to the Common Elements (other than for purposes of repairing, replacing or restoring existing portions of the Common Elements) by the Board without the prior approval of the Unit Owners.

Section 15. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration, the rules and regulations or By-Laws, the determination thereof by the Board shall, absent manifest error, be final and binding on each and all of such Unit Owners.

ARTICLE V.

Officers

Section 1. Officers. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board), a Treasurer and a Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from among the directors. If the election of officer shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

Section 3. Removal. Any officer elected by the Board may be removed by a majority vote of the directors.

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

Section 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed and

any amendment to the Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

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

Section 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

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

ARTICLE VI.

Powers and Duties of the Association and Board

Section 1. General Duties, Powers, Etc. of the Board. The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Condominium Instruments, including, but not limited to the following:

(a) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements, to the extent the operation, care, upkeep, maintenance, replacement and improvement of Limited Common Elements is not imposed on Unit Owners hereunder. Nothing in this subsection 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 20 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;

- (b) Preparation, adoption and distribution of the annual budget for the Property.
- (c) Levying and expending of assessments.
- (d) Collection of assessments from Unit Owners.
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) Obtaining adequate and appropriate kinds of insurance.
- (g) Owning, conveying, encumbering, leasing, and otherwise dealing with Units and land conveyed to or purchased by it.
- (h) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (j) Having 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 another Unit or Units.
- (k) Paying real property taxes, special assessments, 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.
- (l) Imposing charges for late payments of a Unit Owner's assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association.

(m) By a majority vote of the entire Board, assigning the right of the Association to future income from Common Expenses or other sources, including the right to receive assessments, and to mortgage or pledge substantially all of the remaining assets of the Association.

(n) Recording 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 paragraph 5(c) of the Declaration.

(o) Recording the granting of an easement for the laying, maintenance, and repair of cable television cable or for construction, maintenance, and repair of a project for protection against water damage of erosion, where authorized by the Unit Owners under the provisions of paragraph 5(c) of the Declaration.

(p) Borrowing money at such rates of interest as it may determine; to issue its notes, bonds and other obligations to evidence such borrowing; and to secure any of its obligations by assigning its right to future income including the right to receive assessments for common expenses, and/or by making a mortgage or giving a security interest in all or any of its property or income.

(q) Making reasonable accommodation of 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 the Common Elements or approval of modification in an individual Unit.

(r) Establishing and maintaining 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.

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

(t) The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as defined in Section 18(a)(8) of the Act. The Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within 7 business days after the emergency event, and (ii) the general description of the actions taken to address the event within 7 days after the emergency event. The intent of the above provisions of Public Act 99-472 is to empower and support Boards to act in emergencies.

(u) To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each Unit Owner to designate an electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of Members or Unit Owners which the Association is

required to provide upon request pursuant to any provisions of the Act or an Condominium Instrument.

(v) 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.

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

Section 2. Specific Powers and Duties. Anything herein contained to the contrary notwithstanding, the Association shall have the power:

(a) To engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice.

(b) To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

(c) To establish or maintain one or more bank accounts, or functionally similar accounts such as money market fund accounts, for the deposit of any funds paid to, or received by, the Association.

(d) To invest any funds of the Association in certificates of deposits, money market funds, or comparable investments.

(e) Upon authorization of a two-thirds vote of the directors or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

(f) Nothing herein shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them. The granting of leases, concessions or licenses as provided in subparagraph 4(a) of the Declaration shall not be considered conducting an active business for profit.

Section 3. Authorized Expenditures. The Association shall maintain, repair, replace, acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(a) Water, waste removal, heating, electricity, telephone and other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof.

(b) Such insurance as the Association is required or permitted to obtain as provided in the Declaration.

(c) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintaining, decorating, repairing and replacing portions of the Common Elements (including the Limited Common Elements, but exclusive of the Limited Common Elements which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain, repair and replace as set forth below in this Section 3(c)) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements. The Unit Owners shall have the following rights and responsibilities with respect to Limited Common Elements appurtenant to such Unit Owners' Units (subject at all times to the Declaration, these By-Laws and the rules and regulations of the Association): to clean, maintain, repair and decorate the interior surfaces of the floor and ceiling and perimeter walls of the Unit (including by way of illustration, to clean the interior surface of glass forming a portion of the perimeter wall of the Unit and to clean the interior and exterior surface of glass between the Unit and any balcony adjoining and appurtenant to the Unit), to clean, maintain, repair and decorate the interior surface of all doors leading into and out of the Common Elements, to clean, maintain and decorate the balcony or balconies, if any, appurtenant to the Unit. Notwithstanding the foregoing, the Association shall be responsible for, and shall, repair and replace windows and window frames forming a portion of the perimeter wall of a Unit, repair and replace (but not clean, decorate or maintain) the balcony adjoining and appurtenant to the Unit and repair, maintain and replace all door and window locks and hardware. The Association shall clean, maintain, repair and replace the surface of the roof of the Building notwithstanding the fact that the lower boundary of the Rooftop Limited Common Elements abuts said surface. Anything herein contained to the contrary notwithstanding, each Unit Owner shall be responsible to maintain, repair and replace (i) the through wall HVAC unit servicing such Unit Owner's Unit and the sleeve through which the HVAC Unit is inserted, and (ii) the Storage Space Limited Common Element appurtenant to such Unit Owner's Unit, if any.

(d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the

maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.

(e) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against or the Property or any part thereof which may in the opinion of the Association 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 Association by reason of said lien or liens including but not limited to, any interest, late charges, reasonable attorneys' fees, costs of collections and the amount of any unpaid fine shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien against the Unit of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses and such failure or refusal will entitle the Association to exercise all rights and remedies under the Condominium Instruments or the Act or otherwise, arising from a failure of a Unit Owner to pay the Unit Owner's share of Common Expenses.

(f) Landscaping, cleaning, decorating, maintaining, repairing or replacing any Unit or any other portion of the Property which a Unit Owner is obligated to perform under the terms hereof, if such action, in the discretion of the Association, is necessary to protect the Common Elements or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of doing so and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(g) If, due to the act or neglect of a Unit Owner or of a member of its family or household pet or of a guest or other authorized Occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board, to the extent not covered by insurance, as a special assessment and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(h) All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto shall be approved by the Association, and a written memorandum thereof prepared and signed by the treasurer.

(i) There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements or property owned by the Association (other than for

purposes of repairing, replacing and restoring existing portions of the Common Elements) requiring an expenditure in excess of Twenty Five Thousand Dollars (\$25,000.00) without the prior approval of 67 percent of the Unit Owners. Separate or special assessments for additions or alterations to the Common Elements or to Association owned property not included in an Annual Budget (defined in Section 4, Article VI of the By-Laws) are subject to the approval of 67% of the Unit Owners.

As used herein, the term "repairing, replacing and restoring" means to repair, replace or restore deteriorated or damaged portions of the then existing decorating, facilities, structural or mechanical components, interior or exterior surfaces or energy systems and equipment to their functional equivalent prior to the deterioration or damage. In the event the replacement of a Common Element may result in an improvement over the quality of such Common Element as originally designed, the Board may provide for such improvement provided, that if the improvement over and above the functional equivalency of what existed before results in proposed expenditure in excess of 5% of the annual budget, the Board, upon receipt of a written petition by Unit Owners with 20% of the votes of the Association within fourteen (14) days after the Board's action to approve such expenditure, shall call a special meeting of Unit Owners within thirty (30) days after its receipt of such petition. Unless a majority of the total votes of the Unit Owners are cast at such special meeting to reject the expenditure, the Board's decision to make the expenditure is ratified.

Section 4. Annual Budget and Special Assessments. (a) Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including: the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the 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 Association shall use generally accepted accounting principles in fulfilling any accounting obligations under the Act. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least twenty-five (25) days prior to the adoption thereof. The Association shall give Unit Owners notice as provided in Section 4, Article III of the By-Laws of the meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

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

(c) 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.

(d) 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.

(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 (c) above or item (f) below. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(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 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 the ensuing year, and the 1st day of each and every month of said year.

(i) 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 Owner's 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 which is due more than ten (10) days after such new annual Budget shall have been mailed.

(j) Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain which 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.

(k) 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.

Section 5. Annual Accounting. (a) On or before the 1st day of April of each calendar year, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with an indication of which portions of the Annual Budget were for reserves, capital expenditures or repairs or payment of 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 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 an audited financial statement for the preceding fiscal year within 120 days after the end of such fiscal year upon submission of a written request by any holder, insurer or guarantor of a first mortgage secured by a Unit made prior to the end of the year for which the audited financial statement is requested.

Section 6. 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 which 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 upon 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 shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which 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 which 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 67% 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 Section 22.1 of the Act, and no director 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 elects to waive all or part of such Reserve requirements, the Association may by a vote of not less than 67% of the total votes of the Association elect to again be governed by the Reserve requirements of this section.

Section 7. 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 said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. 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 attorney's fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his 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.

Section 8. Unit Owner Accounts. Upon ten (10) days' notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15.00), 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.

Section 9. Rules and Regulations. The Association may, pursuant to the provisions of Section 11 of Article IV and Section 1(h) of Article VI of these By-Laws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of the Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners

and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.

Section 10. Unit Owner Duties. No Unit Owner may assign, delegate, transfer, surrender or avoid the duties, responsibilities and liabilities of a Unit Owner under the Act, the Condominium Instruments or the rules and regulations of the Association. Any such attempted assignment, delegation, transfer, surrender or avoidance shall be deemed void.

ARTICLE VII.

Contracts, Checks, Deposits and Funds

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

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

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

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

ARTICLE VIII.

Books and Records

Section 1. Maintaining Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board.

Section 2. Availability for Examination. Subject to the Act, the Association shall maintain the following records of the Association, and make such records available for examination and copying at convenient hours of weekdays by the Unit Owners, holders, insurers and guarantors of first mortgages that are secured by Units and their duly authorized agents or attorneys:

(a) Copies of the Recorded Declaration, By-Laws, other Condominium Instruments and any amendments, Articles of Incorporation of the Association, if incorporated, annual reports, if incorporated, and any rules and regulations adopted by the Association or the Board.

(b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases or other agreements then in effect to which the Association is a party.

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

(d) A record giving the names and addresses of the members entitled to vote.

(e) Ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the Unit Owners provided, however, that in the event the Association adopts rules for secret ballot election as provided in the Act, then, unless directed by court order, only the voting ballot excluding the Unit number shall be subject to inspection and copying. The Association shall maintain these ballots and proxies for a period of not less than one year.

(f) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, as amended.

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 for the cost of providing such information and copying.

ARTICLE IX.

Fiscal Year

The fiscal year of the Association begin on the first day of January and end on the last day of December.

ARTICLE X.

Seal

The Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

ARTICLE XI.

Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of the Condominium Property Act of Illinois, the General Not-For-Profit Corporation Act of 1986 of the State of Illinois or under the provisions of the articles of incorporation or By-Laws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII.

Amendments to By-Laws

These By-Laws may be altered, amended or repealed and new By Laws may be adopted upon the affirmative vote of not less than 67% of all of the members at a regular meeting or at any special meeting called for such purpose, by Recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by the President or Vice President and the Secretary or Assistant Secretary of the Association and which contains an affidavit by an officer of the Board certifying that the necessary affirmative Vote of the members of the Association has been obtained.

ARTICLE XIII.

Liability of Board Members and Officers; Indemnification

Neither the directors nor the officers of the Association shall be liable to the Association or the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers, except for any acts or omissions found by a court constitute gross negligence or fraud. The Association shall defend, indemnify and hold any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, harmless against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized

by the Board in the specific case, upon receipt of an undertaking by or on behalf of the director or the officer of the Association to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article. The sums necessary to discharge the obligations of the Association under this Article shall be Common Expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested directors, or otherwise, both as to action in his official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a director or an officer of the Association.

ARTICLE XIV

Construction

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

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.