

**PLAT WITH THIS DOCUMENT**

95414356

DEPT-01 RECORDS  
TASSIS FROM DEPT-01 RECORDS  
1989 FEB 21 10-55-4 147  
COOK COUNTY RECORDS

*This space reserved for Recorder's use only.*

**DECLARATION OF CONDOMINIUM  
OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS,  
COVENANTS AND BY-LAWS  
FOR THE  
PARKSHORE CONDOMINIUM  
ASSOCIATION**

95414356

**THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:**

Jeffrey S. Arnold, Esq.  
Rudnick & Wolfe  
203 North LaSalle Street  
Chicago, Illinois 60601  
**RECORDER'S BOX 416**

**PERMANENT REAL ESTATE INDEX  
NUMBER: 17-10-401-001**

**ADDRESS OF PROPERTY:**  
195 North Harbor Drive, Chicago, Illinois

**SEND TAX BILLS TO:**  
Lapeer/Armada/Romeo Limited Partnership  
195 N. Harbor Drive  
Chicago, Illinois 60601

JSA1628 02/08/95 0602

RECORDING FEE \$ 2,900.00  
DATE 6-27-95 COPIES 6  
OK [Signature]

THIS DECLARATION is made and entered into by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated March 31, 1989 and known as Trust No. 107458-00 (hereinafter referred to as the "Declarant");

W I T N E S S E T H:

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

WHEREAS, the Declarant desires and intends by this Declaration to submit the Property, as hereinafter defined, to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter called the "Act"); and is further desirous of establishing, for its own benefit and that of all future owners or occupants of the Property, and each part thereof, certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the name of the Condominium shall be the "ParkShore Condominium"; and

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

NOW, THEREFORE, the Declarant, as the legal title holder of the Parcel, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE 1

DEFINITIONS

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

Association. The ParkShore Condominium Association, an Illinois not for profit corporation.

3 1 3

**Automobile Parking Rights.** The term "Automobile Parking Rights" shall mean and include both Self-Park Parking Rights and Valet Parking Rights, but not Motorcycle Parking Rights. There are a total of six hundred ten (610) Automobile Parking Rights and Automobile Parking Rights are Limited Common Elements. For each one (1) Automobile Parking Right assigned to a Unit by the Declarant in accordance with Section 2.4 hereof, the Unit Owner of that Unit will own one (1) Valet Parking Right. For each one and one-half (1½) Automobile Parking Rights assigned to a Unit by the Declarant in accordance with Section 2.4 hereof, the Unit Owner of that Unit will own one (1) Self-Park Parking Right.

**Automobile Parking Space.** A part of the Property within the Parking Area intended for the parking of a single passenger vehicle which, if located in the self-park area of the Parking Area and designated as allocated to a Self-Park Parking Right owned by a Unit Owner, shall be a Limited Common Element pursuant to Section 3.3 hereof.

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

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

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

**Commercial Unit.** Unit 100.

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

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

**Declarant.** American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated March 31, 1989 and known as Trust No. 107458-00, and its successors and assigns.

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

Developer. Lapeer/Armada/Romeo Limited Partnership, a Michigan limited partnership, and its successors and assigns.

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

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

Motorcycle Parking Right. The right to self-park one (1) motorcycle in the Parking Area in accordance with Section 2.4 of this Declaration. There are a total of twenty-eight (28) Motorcycle Parking Rights and Motorcycle Parking Rights are Limited Common Elements.

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

Parcel. The entire tract of real estate described in the first Recital of this Declaration and submitted to the provisions of the Act.

Parking Area. That part of the Common Elements containing the garage for parking passenger vehicles and motorcycles.

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

Plat. The plats of survey of the Parcel and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached hereto as Exhibit A and made a part hereof and recorded with the recording of this Declaration.

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

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

**Self-Park Parking Right.** The right to self-park one (1) passenger vehicle in a designated Automobile Parking Space in the Parking Area in accordance with the provisions of Section 2.4 of this Declaration. Each Self-Park Parking Right shall consist of one and one-half (1½) Automobile Parking Rights.

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

**Storage Space.** A part of the Property within the Storage Area intended for storage.

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

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

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

**Valet Parking Right.** The right to have one (1) passenger vehicle parked in the Parking Area in accordance with the provisions of Section 2.4 of this Declaration. Each Valet Parking Right shall consist of one (1) Automobile Parking Right.

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

## **ARTICLE 2**

### **UNITS**

#### **2.1 Description and Ownership.**

(a) All Units are delineated on the Plat and listed on Exhibit B.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A including, without limitation, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling

or ventilation systems or equipment to the extent and only to the extent serving only such Unit; and (anything herein to the contrary notwithstanding) excluding all structural components of the Building, the term "structural components" including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system serving more than the Unit, or any components of communication or master antenna systems, if any, located in the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A, and every such description shall be deemed good and sufficient for all purposes.

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

(d) To the extent such data is available to the Declarant at the time this Declaration is filed, the Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit in the Building and said Unit's horizontal and vertical dimensions. However, the Declarant hereby reserves unto itself and the Developer, the right, from time to time, as further data becomes available, to amend the Plat so as to set forth the measurements, elevations, locations and other data required by the Act, with respect to the Building and the Units now or hereafter constructed on the Parcel.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, acting by or through its duly authorized officers, its successors, or its designee, and to the Developer, its successors and assigns and their agents, and each of them singly, as attorney-in-fact, to amend the Plat, as described above, without notice to any Unit Owner. Each deed, mortgage or other instrument with respect to a Unit, and the acceptance thereof, shall be deemed a grant of such power to each of said attorneys-in-fact, and acknowledgment of and consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to amend the Plat, as described above.

2.2 Certain Structures Not Constituting Part of a Unit. Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming a part of any system serving more than his

Unit, or any components of communication systems, if any, located in his Unit, whether or not any such items shall be located in the floors; ceilings or perimeter or interior walls of the Unit.

2.3 Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act; provided, however, until such time as separate real estate tax bills are issued with respect to each Unit, the real estate taxes imposed on the Property shall be included in the Common Expenses assessed pursuant to this Declaration.

2.4 Parking Area.

(a) The Parking Area is that part of the Common Elements containing the parking garage. The Parking Area has been divided by the Declarant into Automobile Parking Spaces as delineated on Exhibit A and an area or areas for the parking of motorcycles. Portions of the Parking Area may be designated from time to time by the Declarant or the Developer as self-park areas in which passenger vehicles may be self-parked by Unit Owners who own Self-Park Parking Rights, and portions of the Parking Area may be designated from time to time by the Declarant or the Developer as valet parking areas in which Unit Owners who own Valet Parking Rights may have passenger vehicles valet parked by the operator of the parking garage, and portions of the Parking Area may be designated from time to time by the Declarant or the Developer as motorcycle parking areas in which Unit Owners who own Motorcycle Parking Rights may self-park motorcycles. The legal description of each Automobile Parking Space which is a Limited Common Element shall consist of the identifying symbol of such Automobile Parking Space as shown on Exhibit A. Whenever reference is made to any Automobile Parking Space which is a Limited Common Element in a legal instrument or otherwise, such Automobile Parking Space may be legally described by its identifying symbol as shown on Exhibit A and every such description shall be deemed good and sufficient for all purposes.

(b) There are a total of six hundred ten (610) Automobile Parking Rights. For each Valet Parking Right assigned to a Unit by the Declarant (or Developer), the total number of Automobile Parking Rights remaining to be assigned shall be reduced by one (1) Automobile Parking Right. For each Self-Park Parking Right assigned to a Unit by the Declarant (or Developer), the total number of Automobile Parking Rights remaining to be assigned shall be reduced by one and one-half (1½) Automobile Parking Rights. By way of illustration only, and not as a limitation, if the Declarant (or Developer) initially assigns as part of sales of Units ten (10) Valet Parking Rights and ten (10) Self-Park Parking Rights, the total number of Automobile Parking Rights remaining to be assigned shall equal 585 [i.e.,  $610 - (10 \times 1) - (10 \times 1.5) = 585$ ]. All Automobile Parking Rights (including Self-Park Parking Rights and Valet Parking Rights) shall initially be assigned to Units owned by the Declarant. The Declarant (or Developer) hereby expressly reserves to itself the right to make the initial sale and assignment of

each and every Automobile Parking Right and, with respect to Self-Park Parking Rights, the right to designate a specific Automobile Parking Space in the self-park area of the Parking Area as allocated to such Self-Park Parking Right and as a Limited Common Element appurtenant to the Unit to which such Self-Park Parking Right is appurtenant. Any Unit Owner who purchases a Self-Park Parking Right to which a designated Automobile Parking Space is allocated shall have, as a Limited Common Element, the exclusive use to such designated Automobile Parking Space, and such Unit Owner's Unit Ownership shall include as a right and benefit appurtenant thereto, a grant of a perpetual and exclusive use, hereinafter referred to as an "Exclusive Parking Use", consisting of the right to self-park one (1) passenger vehicle in the designated Automobile Parking Space. Any funds paid to the Declarant (or Developer) for Automobile Parking Rights and Automobile Parking Spaces and Exclusive Parking Uses shall be the sole property of the Declarant (or Developer) and neither the Association nor any Unit Owner shall have any right or claim to such funds. The Declarant (or Developer) shall have the unrestricted right and power to sell and assign one or more Self-Park Parking Rights (and Automobile Parking Spaces and Exclusive Parking Uses) and Valet Parking Rights to any Unit Owner (at the time of or after the conveyance of a Unit to such Unit Owner). All Automobile Parking Rights (and Automobile Parking Spaces and Exclusive Parking Uses) shall be assigned by the Declarant (or the Developer) to a Unit by an instrument (which may be the deed which conveys the Unit to its Unit Owner) executed by the Declarant and recorded with the Recorder of Deeds of Cook County, Illinois. Once assigned to a Unit by the Declarant (or Developer), a Valet Parking Right may not be converted into a Self-Park Parking Right, nor may a Self-Park Parking Right be converted into a Valet Parking Right. Each Automobile Parking Right (and Automobile Parking Space and Exclusive Parking Use) assigned to a Unit shall be a Limited Common Element appurtenant to that Unit and each deed, lease, mortgage or other instrument affecting a Unit Ownership shall include the Automobile Parking Right (and Automobile Parking Space and Exclusive Parking Use, if any) so purchased and appurtenant thereto, if any. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Automobile Parking Right (and Automobile Parking Space and Exclusive Parking Use, if any) allocated to such Unit, if any, shall be deemed and taken to include such Automobile Parking Right (and Automobile Parking Space and Exclusive Parking Use, if any), even though not expressly mentioned or described therein.

(c) There are a total of twenty-eight (28) Motorcycle Parking Rights. For each Motorcycle Parking Right assigned to a Unit by the Declarant (or Developer), the total number of Motorcycle Parking Rights remaining to be assigned shall be reduced by one (1) Motorcycle Parking Right. All Motorcycle Parking Rights shall initially be assigned to Units owned by the Declarant. The Declarant (or Developer) hereby expressly reserves to itself the right to make the initial sale and assignment of each and every Motorcycle Parking Right. Any funds paid to the Declarant (or Developer) for Motorcycle Parking Rights shall be the sole property of the Declarant (or Developer) and



neither the Association nor any Unit Owner shall have any right or claim to such funds. The Declarant (or Developer) shall have the unrestricted right and power to sell and assign one or more Motorcycle Parking Rights to any Unit Owner (at the time of or after the conveyance of a Unit to such Unit Owner). All Motorcycle Parking Rights shall be assigned by the Declarant (or the Developer) to a Unit by an instrument (which may be the deed which conveys the Unit to its Unit Owner) executed by the Declarant and recorded with the Recorder of Deeds of Cook County, Illinois. Each Motorcycle Parking Right assigned to a Unit shall be a Limited Common Element appurtenant to that Unit and each deed, lease, mortgage or other instrument affecting a Unit Ownership shall include the Motorcycle Parking Right so purchased and appurtenant thereto, if any. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Motorcycle Parking Rights allocated to such Unit, if any, shall be deemed and taken to include such Motorcycle Parking Rights, even though not expressly mentioned or described therein. If at any time there are Automobile Parking Rights which have not been assigned to a Unit by the Declarant (or Developer), the Declarant (or Developer) may convert one (1) or more Self-Park Parking Rights into Motorcycle Parking Rights, and the Declarant hereby expressly reserves to itself and to the Developer the right to make such conversion. For each Self-Park Parking Right so converted, the total number of Automobile Parking Rights remaining to be assigned shall be reduced by one and one-half (1½) Automobile Parking Rights and three (3) new Motorcycle Parking Rights shall be created. At the time of such conversion the Declarant (or Developer) shall designate one (1) Automobile Parking Space as an area for parking motorcycles for each Automobile Parking Right so converted, and each Automobile Parking Space so designated shall be used for the parking of up to three (3) motorcycles.

(d) Each Unit Owner who owns a Self-Park Parking Right shall be entitled to self-park one (1) passenger vehicle in the Automobile Parking Space designated by the Declarant as allocated to such Self-Park Parking Right. Each Unit Owner who owns a Valet Parking Right shall be entitled to have one (1) passenger vehicle parked by the operator of the garage in that portion of the Parking Area designated as the valet parking area. Each Unit Owner who owns a Motorcycle Parking Right shall be entitled to self-park one (1) motorcycle in that portion of the Parking Area designated for the parking of motorcycles.

(e) Any Unit Owner who has one or more Self-Park Parking Rights, Valet Parking Rights or Motorcycle Parking Rights appurtenant to such Unit Owner's Unit has the right to sell such Parking Rights or Motorcycle Parking Rights to another Unit Owner (or exchange such Parking Rights or Motorcycle Parking Rights with another Unit Owner), subject to the prior written consent of the holder of a first mortgage upon the Unit Ownership; and upon the recording of an amendment to this Declaration in accordance with Section 26 of the Act, such Parking Rights or Motorcycle Parking Rights shall become appurtenant to the Unit of the purchaser; provided, however, that

in no event may a Valet Parking Right be converted into a Self-Park Parking Right, or a Self-Park Parking Right be converted into a Valet Parking Right. Unit Owners may lease only between themselves or to Occupants Parking Rights or Motorcycle Parking Rights appurtenant to their Unit Ownership. The term of any lease of Parking Rights or Motorcycle Parking Rights shall be subject to such reasonable rules and regulations as may be established by the Board.

(f) The Parking Area shall not be used to park any vehicle other than a passenger vehicle which may not exceed the following dimensions: a height of seven (7) feet; a width of eight (8) feet six (6) inches; and a length of eighteen (18) feet; or a motorcycle, nor for any other purpose, including, without limitation, any repair work on, or the exterior cleaning of, any vehicle or any storage of materials or personal property; provided, however, that the foregoing restrictions shall not apply to any services provided by the operator of the garage. At no time may pedestrian or vehicular access to and from the self-park areas of the Parking Area be obstructed by the valet parking of vehicles in the valet parking areas of the Parking Area. The use of the Parking Area (including the parking of all vehicles within the Parking Area) shall be subject to such reasonable rules and regulations as may be adopted by the Board; provided that such rules and regulations do not affect the rights reserved to the Declarant, the Developer and their respective agents, successors and assigns pursuant to Section 7.1(k) hereof. Subject to availability of space, and subject to the rights reserved to the Declarant, the Developer and their respective agents, successors and assigns pursuant to Section 7.1(k) hereof, and to reasonable rules and regulations (which may include fees and charges), the Board shall have the right to permit guest parking or parking on a periodic basis (such as, hourly, daily, weekly or monthly) in the Parking Area.

### ARTICLE 3

#### COMMON ELEMENTS

3.1 Description. The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation and if applicable, any of the following items located at the Property: the walls, roofs, hallways, interior and exterior stairways, porches, entrances and exits, laundry room and related facilities, the engineer's apartment located on the first floor of the Building, security system, mechanical equipment areas, the Storage Area, mail boxes, master television antenna system (whether leased or owned), if any, fire escapes, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), central heating, cooling and ventilating systems servicing the Common Elements (but excluding those individual heating, cooling and ventilating systems or equipment

situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, sidewalks and walkways, landscaped and grass areas, the exercise room, the pool and outdoor decks, the locker rooms on the fifty-sixth floor of the Building, the party rooms on the first and fifty-sixth floors of the Building, the tennis court and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

**3.2 Ownership of Common Elements.** Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached hereto. The percentages of ownership interests set forth in Exhibit B have been computed and determined in accordance with the Act, and shall remain constant and shall not be changed, except as specifically permitted under the Act or the Declaration, without unanimous written consent of all Unit Owners and all First Mortgagees (as hereinafter defined in Section 11.1 hereof). Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to that Unit.

**3.3 Limited Common Elements.** The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, as designated as such in this Declaration, included in the Plat, or which by the nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following: (a) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; (b) perimeter doors and windows (including screens on such windows) which serve exclusively a single Unit; (c) any system or component part thereof (including, without limitation, furnaces, fittings, housings, ducts, flues, shafts, electrical wiring and conduits) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit; (d) balconies and all windows and sliding glass doors adjoining balconies; (e) Automobile Parking Rights; (f) Motorcycle Parking Rights; and (g) Automobile Parking Spaces which serve exclusively a single Unit.

ACCEPTED

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

#### ARTICLE 4

##### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.1 Submission of Property to the Act. The Property is hereby submitted to the provisions of the Condominium Property Act of the State of Illinois.

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

4.3 Easements.

(a) Encroachments. In the event that (i) by reason of the construction, repair, settlement or shifting of the Building or any other improvements, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by any other Unit Owner; or (iii) by reason of the design or construction of utility and ventilation systems, any mains, pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case, valid easements for maintenance of such encroachment and for such use of the Common Elements

are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be, so long as such reason for use exists and as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner or has been created by the Unit Owner or his agent through intentional, willful or negligent conduct.

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

The Declarant hereby reserves to itself and the Association, and their respective successors and assigns, the right, without notice to, or the consent of, any Unit Owner or mortgagee of a Unit Ownership: (i) to record a supplement to the Plat showing the location of any or all of such utility or commercial entertainment conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment "as built",

and (ii) to record, from time to time, additional supplements, showing additions, modifications and deletions to any or all of such conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment. Once the location of the easement to any such utility or other entity is shown by any supplement or additional supplement to the Plat as aforesaid, the easement granted by this Section 4.3(b) to such utility or other entity shall be limited to the area or areas located within ten feet on either side of the equipment of such utility or other entity shown on such supplement or additional supplement as such other area designated in the supplement by the Declarant or Association. A power coupled with an interest is hereby granted to the Declarant and the Association, acting by and through their respective duly authorized officers, their respective successors, assigns, agents and designees, and each of them singly without the other's concurrence, as attorney-in-fact to do or cause the foregoing to be done. The acceptance of each deed, mortgage, trust deed or other instrument with respect to a Unit Ownership shall be deemed a grant of such power to each of said attorneys-in-fact, an acknowledgment of a consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to record any and all such supplements.

(c) **Blanket Easement in Favor of Developer and Other Parties.** The right of the Unit Owners to use and possess the Common Elements as set forth in Section 4.4(a) hereof shall be subject to a blanket easement over the Common Elements in favor of the Declarant and the Developer, and their respective representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns, for the purpose of (i) access and ingress to and egress from the Property or any part thereof, (ii) construction, installation, repair, replacement and restoration of utilities, buildings, landscaping and any other improvements on the Parcel or any part thereof, including the right to restrict and regulate access to the Common Elements for the purposes of completing construction of the Building, Common Elements or Units in the Building, and (iii) the installation and maintenance of signs advertising the residences on the Parcel or any part thereof, and signs directing potential purchasers to the sales office and models erected in connection with such residences and for such purposes as described in Section 7.1(k) hereof. The foregoing easements in favor of the Declarant and the Developer shall continue until such time as neither the Declarant nor the Developer holds legal title to, or the beneficial interest in any trust holding legal title to, any Unit Ownerships, at which time such easements shall cease and be of no further force and effect without the necessity of any further action.

(d) **Easement in Favor of Association.** A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Building, and any suppliers of water or utility services to the Property, shall be entitled to reasonable access to, over and through the individual Units as may be required in connection with the

operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements, or to service and take readings of any utility meters located within a Unit.

(e) **Easements to Run with Land.** All easements and rights described herein are easements appurtenant running with the land and, so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect (except where early termination is otherwise provided in this Declaration) and shall inure to the benefit of and be binding on Declarant, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

#### 4.4 **Use of the Common Elements.**

(a) **General.** Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases, easements or licenses made by or assigned to the Board) in common with the other Unit Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit Ownership owned by such Unit Owner, and such other incidental uses as are permitted by this Declaration. Use of Limited Common Elements shall be governed by Section 3.4 of this Declaration. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, and rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant licenses or concessions, or grant easements with respect to parts of the Common Elements, including, but not limited to, leases of space on the concourse level of the Building for commercial and retail uses, subject to the provisions of this Declaration and the By-Laws. All income derived by the Association from leases, licenses, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

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

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

#### 4.5 **Maintenance, Repairs and Replacements.**

(a) **By the Association.** Except as otherwise provided under paragraph (b) below, the Association, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions, if any, of each Unit which contribute to the support of the Building including all windows (except that Unit Owners shall be responsible for cleaning the interior surfaces of all windows) and window frames (other than windows and sliding glass doors adjoining balconies), but excluding, however, all exterior doors and the interior surfaces of walls, ceilings and floors. In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 2.2 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under paragraph (b) below, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements (but not Limited Common Elements except as provided in Section 4.5(b)(iii) hereof) shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

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

- (i) All of the maintenance, repairs and replacements within such Unit Owner's own Unit, all windows and sliding glass doors adjoining any balcony appurtenant to such Unit, all interior and exterior doors appurtenant thereto, all screens, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit, and any fan coil and filters forming a part of the heating and cooling system of the Building but serving only such Unit Owner's Unit; provided, however, that such maintenance, repairs and replacements as may be required



for the bringing of water and electricity to the Units, shall be furnished by the Board as part of the Common Expenses.

- (ii) All of the decorating within such Unit Owner's own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors and ceiling of his Unit, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time. Each Unit Owner who shall elect to alter his or her Unit by installing in any portion of such Unit (other than in kitchen, bath and powder rooms) hard surface floor covering (i.e., wood, parquet, tile, slate, ceramic, marble; etc.) shall be first required to install a sound absorbent undercushion of such kind and quality as to prevent the transmission of noise to another Unit or as may otherwise be required by the Association. The minimum undercushioning requirements shall be as follows. For all hard surface floors, a 1/4 inch insulation board shall be installed around the perimeter of all rooms containing such hard surface flooring. For all wood floors, in addition (a) 1/4 inch cork shall be adhesively applied to the structural concrete floor, (b) 3/8 inch plywood shall be adhesively applied to the cork, and (c) the finish wood floor shall be nailed to the plywood. For all other types of hard surface flooring, in addition (a) 5/8 inch Kinetics SR board or 1/2 inch Enkasonic matting shall be applied to the structural concrete floor, (b) 1/2 inch Durock or Wonderboard shall be applied to the resilient underlayment system installed pursuant to clause (a) of this sentence, and (c) the finish floor shall be applied to the materials installed pursuant to clause (b) of this sentence. Materials of same or better sound absorbent quality may be substituted for any brand name material specified in this Section 4.5(b)(ii) if such brand name material is no longer available at the time such hard surface flooring is being installed. The Board may adopt rules and regulations concerning hard surface flooring and sound absorbent undercushioning; provided,

95414356

however, that the Board may not adopt rules and regulations that are less stringent than the minimum sound undercushioning requirements set forth in this Section 4.5(b)(ii). The Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Unit Owner. Notwithstanding the provisions of this Section 4.5(b)(ii), the floor covering existing in any Unit as of the date of the recording of this Declaration shall be deemed in compliance with the undercushioning requirements of this Section 4.5(b)(ii) and any rules and regulations adopted by the Board. The interior surfaces of all windows forming part of a perimeter wall of a Unit and all screens on such windows shall be cleaned or washed by and at the expense of each respective Unit Owner. No materials or objects of any kind may be affixed permanently or temporarily to the interior surfaces of any such windows. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board as may be imposed from time to time, which shall provide for notice to the management company prior to any such installation and the management company's approval of the method of installation prior to any such installation. In order to maintain a uniform exterior appearance of the Building, all draperies, shades, window coverings and other items visible from the exterior of the Building shall be white or off-white in color.

- (iii) All of the maintenance, repair, and replacements of the Limited Common Elements benefiting his Unit, in whole or in part, except to the extent as otherwise directed by the Board or otherwise as follows; provided, however, that no Unit Owner shall be responsible for the maintenance, repair or replacement of any portion of the Parking Area, whether or not such portion of the Parking Area constitutes a Limited Common Element. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to

the exclusive use. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs, and replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to Unit Owners benefited thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs, and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

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

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

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

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

4.8 Additions, Alterations or Improvements.

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

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

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

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

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

The provisions of this subsection 4.8(b) shall not apply to the Declarant or the Developer.

4.9 Master Television Antenna System. Each Unit has been equipped with at least one outlet activated for connection to the master television antenna system serving the Building, which outlet and systems are integral parts of the Common Elements. Additional outlets for connection to the master television antenna system are obtainable only from the Association and may be installed only by the firm or individual authorized by the Board or Association to make such installation, with the prior approval of the Board or the Association and the payment of any required additional fees. Unit Owners and Occupants are prohibited from making any modifications to or tampering with said outlet and from making any connections to the master television antenna system, and the Board or Association may charge any Unit Owner with the cost of locating and removing any unauthorized connections thereto and of repairing any modifications thereto.

4.10 Storage Areas. The Storage Areas are a part of the Common Elements, and include all Storage Spaces. The Declarant, the Board or the Association may allocate Storage Spaces on such basis and at such fees as the Declarant, the Board or the Association deems appropriate and may prescribe such rules and regulations with respect to the Storage Areas as it may deem fit.

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

## ARTICLE 5

### ADMINISTRATION

5.1 Administration of Property. The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board"), which shall consist of seven (7) persons who shall be elected in the manner hereinafter set forth; provided, however, that, irrespective of anything else contained in this Declaration, for a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Unit Owners, the Board shall consist of three (3) directors and the Declarant or Developer shall have the right to designate and select the persons who shall serve as members of the Board or to exercise the powers of the Board as provided in

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

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

5.3 Voting Rights.

(a) There shall be one Voting Member for each Unit Ownership. Such Voting Member may be the Unit Owner or one of the group composed of all the owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners or his duly authorized attorney-in-fact to act as proxy on his or their behalf and who must be a Unit Owner. Such designation shall be made in writing to the Board, shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or his duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of execution unless otherwise provided in the proxy. Any or all such Unit Owners may be present at any meeting and, furthermore, may vote or take any other action as a Voting Member to the extent provided in Section 5.3(b) hereof. The person(s) designated by the Declarant with respect to any Unit Ownership owned by the Declarant shall also have the right to vote at any meetings of the Board for so long as the Declarant shall retain the right to so designate a Board member. If a Unit Owner is a trust, then the voting rights of such Unit Owner may be

exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit B, which, in the case of elections of members of the Board, may be voted on a cumulative basis as set forth in Section 5.6 hereof; provided that when thirty (30%) percent or fewer of the Units, by number, possess over fifty (50%) percent in the aggregate of the votes in the Association, any percentage vote of Unit Owners specified herein shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

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

#### 5.4 Meetings.

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

(b) Initial and Annual Meeting. The initial meeting of the Unit Owners shall be held upon no less than twenty-one (21) and no more than thirty (30) days written

notice given by the Declarant or Developer. Said initial meeting shall be held no later than the first to happen of (i) sixty (60) days after the date the Declarant has sold and delivered its deed for at least seventy-five (75%) percent of the Unit Ownerships or (ii) three (3) years from the date of the recording of this Declaration. Thereafter, there shall be an annual meeting of the Unit Owners on the second Tuesday of December following such initial meeting, and on the second Tuesday of December of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Unit Owners in accordance with Section 13.2 hereof.

(c) **Special Meetings.** Special meetings of the Unit Owners may be called at any time after the initial meeting provided for in Section 5.4(b) hereof for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose provided, however, that the following matters shall require the approval of Voting Members (or Unit Owners pursuant to Section 5.3(b) hereof) having not less than two-thirds (2/3) of the total votes: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate by the Association on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by twenty percent (20%) of the Unit Owners, and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted to the Unit Owners at special membership meetings shall be submitted by the Board.

5.5 **Notices of Meetings.** Notices of meetings of the Unit Owners required to be given herein may be delivered either personally or by mail to the designated Voting Member, addressed to each such person at the address given by the Unit Owner to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board by the Voting Members, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting. The Association (or the Declarant or the Developer, in the exercise of the powers set forth in Section 13.1 hereof) shall furnish any Unit Owner, within three (3) business days of delivery to it of a request therefor, the names, addresses, telephone numbers (if known) and the number of votes of each Unit Owner entitled to vote at each meeting to elect members of the Board. For purposes of this Section 5.5, a notice shall be deemed "delivered" upon compliance with the notice provisions set forth in Section 13.2 hereof.

95414356



## 5.6 Board of Directors.

(a) The initial Board of Directors designated by the Declarant or Developer pursuant to Section 5.1 hereof shall consist of three (3) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting held as provided in Section 5.4(b) hereof. Said initial Board may, on behalf of the Declarant or Developer, exercise the rights reserved in Section 12.1 hereof. At the initial meeting held as provided in Section 5.4(b) hereof, the Voting Members shall elect the Board. In all elections for members of the Board, each Voting Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. In all elections for members of the Board, every Voting Member shall have the right to vote the number of votes of such Voting Member for as many persons as there are directors to be elected, or to cumulate such votes and give one candidate as many votes as shall equal the number of directors multiplied by the number of such votes, or to distribute such cumulative votes in any proportion among any number of candidates. At the initial meeting seven (7) Board members shall be elected. The four (4) persons receiving the highest number of votes shall be elected to a term ending on the date of the second (2nd) annual meeting, and the three (3) persons receiving the next highest number of votes shall be elected for a term ending on the date of the first annual meeting. The election as between candidates receiving the same number of votes shall be determined by lot. Any 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. Upon the adoption of appropriate rules by the Board (including rules to verify the status of the Unit Owner issuing a proxy or casting a ballot), elections may be conducted by secret ballot, whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself. All members of the Board shall be elected at large. Upon the expiration of the terms of office of the Board members so elected at the initial meeting and thereafter, all successors shall be elected for a term of two (2) years each. The Unit Owners owning at least two-thirds (2/3) of the Unit Ownerships may from time to time at any annual or special meeting increase or decrease the term of office of Board members, provided that the terms of at least one-third (1/3) of the persons on the Board shall expire annually, or increase or decrease the number of members of the Board, provided that the Board must have at least three (3) directors. Members of the Board shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by a vote of the Voting Members at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the Unit Owners called for such purpose. Vacancies may also be filled by the Board by a two-thirds (2/3) vote of the remaining members thereof at a special meeting of the Board which vacancy shall be filled until the next annual meeting of the Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members

holding twenty (20%) percent of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Voting Members with twenty (20%) percent of the votes of the Association requesting such a meeting. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt; provided, however, that (i) each Unit Owner shall be entitled to notice, in the same manner as provided in Section 5.5 hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment; and (ii) the Board shall meet no less than four (4) times each year. Two-thirds (2/3) of the total number of members on the Board shall constitute a quorum. Any member of the Board may succeed himself.

(b) Except as otherwise provided in Section 6.2, in the event the Board adopts an annual budget or a supplemental budget or a separate or special assessment which would result in the sum of all regular and separate or special assessments against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate or special assessments for the preceding year, the Board, upon written petition by the Voting Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the budget or separate or special assessment, the budget shall be deemed to be ratified, regardless of whether or not a quorum is present.

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

0000000000

of two-thirds (2/3) of the total membership of the Board at a special meeting hereof. Any officer may succeed himself.

(d) Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice.

(e) All meetings of the Board, except as otherwise provided by the Act, shall be open to attendance by any Unit Owner, and notice thereof, except as otherwise provided herein, shall be mailed or delivered to each Unit Owner not less than forty-eight (48) hours prior thereto unless a written waiver of such notice is signed by such Unit Owner before the meeting is convened. A copy of such notice of meeting required to be given hereunder shall be posted in a conspicuous place in the Building at least forty-eight (48) hours prior to the time fixed for such meeting. Any vote on matters which may, under the Act, be discussed in a meeting not open to attendance by any Unit Owners, shall be taken at a meeting or portion thereof open to any Unit Owners. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open under the Act by tape, film, or other means provided, however, that the Board may prescribe reasonable rules and regulations to be given the right to make such recordings.

(f) Within sixty (60) days following the election of a majority of members of the Board other than those members designated by the Declarant or Developer, the Developer shall deliver to the Board the following:

(1) All original documents as recorded or filed pertaining to the Property, its administration, and the Association, such as this Declaration, Articles of Incorporation for the Association, other condominium instruments, annual reports, a minute book containing the minutes of any meetings held by the Association and any rules and regulations governing the Property, contracts, leases, or other agreements entered into by the Association. If any original documents are unavailable, copies may be provided if certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual document recorded as filed;

(2) A detailed accounting by the Developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding;

(3) Any Association funds on hand which shall have been at all times segregated from any other funds of the Developer;

(4) A schedule of all real or personal property, equipment and fixtures owned by the Association, including documents such as invoices or bills of sale, if available, evidencing transfer of title to such property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills; and

(5) A list of all litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken by the Association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Unit Owners and originals of all documents relating to everything listed in this subparagraph.

(g) Except for directors designated by Declarant or Developer pursuant to Section 5.1 hereof, any Board member may be removed from office, at any time after the election of directors at the initial meeting of Unit Owners pursuant to Section 5.6(a) hereof, by affirmative vote of the Voting Members representing at least two-thirds (2/3) of the Unit Ownerships, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose.

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

(a) Subject to the rights reserved by the Declarant or Developer pursuant to Section 13.1 hereof, the Board may engage the services of an agent to manage the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board; provided, however, that any agreement for professional management, except as hereinafter provided, shall provide for termination by the Board without cause upon ninety (90) days written notice without payment of a termination fee, and shall provide for termination by the Board with cause on thirty (30) days written notice without payment of a termination fee. Subject to the provisions of the Act, the initial agreement for professional management entered into prior to the initial meeting of the Unit Owners may be with the Developer or an affiliate of the Developer, subject to termination by the Board without cause at any time after the initial meeting of the Unit Owners without payment of a termination fee. The management agreement shall require the management agent to furnish a fidelity bond in such amounts and with such provisions as contained in Section 5.8(a)(v) hereof. The management agreement referred to in this Section 5.7(a) shall not include an agreement with the operator of the garage which is part of the Parking Area.

95414355

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

(c) Except as otherwise provided in the budget, the Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay for from the maintenance fund any structural alterations to, capital additions to, or capital improvements of, the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration or unless required for emergency repair, protection or operation of the Common Elements) requiring an expenditure in excess of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) without in each case the prior written approval of Voting Members representing at least two-thirds (2/3) of the Unit Ownerships.

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

(e) The Board shall have the power and duty to provide for the designation, hiring, and removal of employees and other personnel, including lawyers and accountants, engineers, or architects, to engage or contract for the services of others (including, without limitation, an operator for the garage which is part of the Parking Area), and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

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

- (i) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements in a neat and orderly manner;

- (ii) Preparation, adoption and distribution of the annual budget for the Property;
- (iii) Levying of assessments and collection thereof from Unit Owners;
- (iv) Borrowing funds;
- (v) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (vi) Obtaining adequate and appropriate kinds of insurance;
- (vii) Purchasing and receiving conveyances of Unit Ownerships and owning, conveying, mortgaging, encumbering, leasing and otherwise dealing with Unit Ownerships conveyed to or purchased by it;
- (viii) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property (including, but not limited to, rules authorizing elections of Board members by secret ballot, whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, including rules to verify the status of the Unit Owner issuing a proxy or casting a ballot), after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations; however, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I to the Illinois Constitution.
- (ix) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (x) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements (to the extent the Association is responsible for such maintenance, repair or replacement) therein or accessible therefrom, or for making repairs

therein necessary to prevent damage to the Common Elements or to other Unit or Units;

- (xi) Pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium and are not payable by Unit Owners directly;
- (xii) Impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of this Declaration and rules and regulations of the Association;
- (xiii) By a majority vote of the entire Board, assign the Association's right to future income from Common Expenses or other sources, and mortgage or pledge substantially all of the remaining assets of the Association;
- (xiv) Record the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility where authorized by the Unit Owners under the provisions of Section 4.11 hereof;
- (xv) Record the granting of an easement pursuant to the provisions of Section 4.3 hereof and any instruments required under Sections 5.7(f)(vii) or (xiii) hereof or elsewhere in this Declaration;
- (xvi) Except to the extent limited by this Declaration and the Act, the Board shall have the power and duty to exercise the rights of, and perform all of the covenants and obligations imposed upon, the Association or the Unit Owners, and to execute any and all instruments required pursuant thereto;
- (xvii) Adoption and amendment of rules and regulations or a schedule for the purpose of coordinating and regulating construction and move-in by other Unit Owners and

95414356

Occupants and other purposes permitted hereunder and under the Act; and

- (xviii) To reasonably accommodate the needs of a handicapped Unit Owner as required by the federal Civil Rights Act of 1968, the Illinois Human Rights Act and any applicable local ordinances in the exercise of its powers with respect to the use of the Common Elements or approval of modifications in an individual Unit.

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

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

95414356



(v) Any amount necessary to discharge any mechanics' lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners.

(vi) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Building, or if a Unit Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(h) Prior to the election by the Voting Members of the first Board, the Declarant or Developer shall, subject to the terms of this Declaration and the Act, have the authority to lease or to grant licenses, concessions, easements, leases and contracts with respect to any part of the Common Elements, all upon such terms as the Declarant or Developer deems appropriate. Upon election of the first Board, and thereafter, the Board by a vote of at least two-thirds (2/3) of the persons on the Board shall have the same authority as aforesaid.

(i) The Board shall have the power to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Voting Members representing not less than two-thirds (2/3) of the total votes.

(j) The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

5.8 Insurance.

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

- (i) Physical damage insurance on the Property (but excluding additions, alterations, improvements and betterments to the Units), subject to the following conditions:
  - (A) Such insurance shall be exclusive of additions, alterations, improvements and betterments made by a Unit Owner to any Common Element in accordance with the provisions of this Declaration.
  - (B) The Property shall be insured for an amount not less than one hundred percent (100%) of its full insurable replacement cost on a blanket basis.
  - (C) Replacement cost values are to be reviewed annually, and the insurance policy or policies shall be endorsed with an agreed amount clause. The cost of any and all appraisals for insurance purposes shall be Common Expenses.
  - (D) Perils to be covered by such policies shall be no less than "all risk" or "special form" on real property and "broad form" named perils on personal property, and such other perils as may be deemed appropriate by the Board. The policies for such insurance shall contain an inflation guard endorsement, a building ordinance or law endorsement, and a special condominium endorsement, if required.
- (ii) Commercial General Liability insurance covering personal injury and property damage insuring against hazards of premises/operation, products and completed operations, contractual liability, personal injury liability (with exclusions (a) and (c) deleted), independent contractors and other extensions as deemed necessary by the Board. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million Dollars (\$1,000,000.00) with respect to each

95414356

occurrence. Such policy shall be endorsed to cover cross-liability claims of one insured against the other, and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner or account of the negligent acts of the Association or another Unit Owner.

- (iii) Umbrella Liability insurance in excess of the required Comprehensive General Liability and Employer Liability policies in an amount deemed desirable by the Board, but in no event less than Two Million Dollars (\$2,000,000.00) with respect to each occurrence. Such policy shall be no less than "following form" coverage of the primary liability policies.
- (iv) Worker's Compensation and Employer Liability (minimum amount \$100,000) as necessary to comply with applicable laws, including Voluntary Compensation to cover employees not covered under the Illinois statute for benefits.
- (v) A fidelity bond or fidelity insurance insuring the Association, the Board and the Unit Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management company or of any other person handling the funds of the Association, the Board or the Unit Owners in such amounts as the Board shall deem necessary but not less than the level of funds within the custody or control of the Association at any time, plus reserves. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be cancelled for non-payment of any premiums or otherwise substantially modified without sixty (60) days' prior written notice to the Board and to all First Mortgagees.
- (vi) Directors and Officers Liability insurance in such amounts as the Board shall determine to be reasonable.
- (vii) Boiler and Machinery insurance on a comprehensive, blanket basis covering all Building equipment machinery

and apparatus consisting of, but not limited to, boilers, heating apparatus, fired and unfired pressure vessels, and their appurtenant equipment, air conditioning equipment and elevator equipment on a repair or replacement basis. Limits of liability shall be determined by the Board but such limit shall be no less than Two Million Dollars (\$2,000,000.00) per accident.

- (viii) Such other insurance, which may include, without limitation, any or all of the following, in such amounts as the Board shall deem desirable; plate glass insurance; Errors and Omissions coverage for the directors of the Board; and Medical Payments coverage for members of the public (not Unit Owners) injured on the Property, without regard to liability of the Board or the Association.
- (ix) If any improvements on the Property are within a Special Flood Hazard Area as shown on the applicable Flood Insurance Rate Map prepared by the Federal Emergency Management Agency, Flood insurance on the Common Elements, including all contents which are Common Elements, for an amount not less than one hundred percent (100%) of the full replacement cost thereof on a blanket basis, or the maximum coverage available through the National Flood Insurance Program, if less than full replacement cost. All of the requirements of Paragraphs (b) through (j) of this Section 5.8 applicable to the policy of insurance described in clause (i) of Paragraph (a) of this 5.8 shall be applicable to the policy of insurance described in this clause (ix).

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

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

(c) All policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.8: (i) shall name as insured: the Declarant, so long as it has an insurable interest; the Board, as trustees for the Unit Owners, in the percentages established in Exhibit B to this Declaration; and shall also name as an assured the Insurance Trustee described in subparagraph 5.8(f)(ii) hereof, as the respective interests of all of such assureds may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners, whether such other insurance covers their respective Units or the additions and improvements made by such Unit Owners to their respective Unit; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums or substantially changed without at least ten (10) days' prior written notice to the Board and the First Mortgagee of each Unit Ownership. Policies of insurance of the character described in clause (i) of Paragraph (a) of this Section 5.8 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.8, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(d) All policies of insurance of the character described in clauses (ii), (iii), (iv) and (v) of Paragraph (a) of this Section 5.8 shall name as assureds the Association, the Board, its managing company, and the other agents and employees of such Association, Board and managing company and the Declarant and Developer in his or its capacity as a Unit Owner and Board member and shall also provide coverage for each Unit Owner (but as to the insurance described in Section 5.8(a)(iii) hereof, only with respect to those portions of the Property not reserved for their exclusive use). In addition, all policies of insurance of the character described in clauses (i), (ii) and (iii) of

Paragraph (a) of this Section 5.8 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Declarant, Developer, the managing agent, their respective employees and agents, and the Unit Owners and Occupants.

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

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

- (i) To the Board, as trustee for each of the Unit Owners in their respective percentages of ownership in the Common Elements as established in this Declaration and each of the First Mortgagees, in the case of any one loss, of Fifty Thousand and No/100 Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendor's, mechanics', materialman's, and other similar liens; or
- (ii) In the case of any one loss exceeding Fifty Thousand and No/100 Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to American National Bank and Trust Company of Chicago, which corporation is hereby designated by the Developer to act as trustee (the "Insurance Trustee") for the Board, each Unit Owner and each of the First Mortgagees pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this subparagraph (ii). If such entity (or its

successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million and No/100 Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees, and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

(g) Each Unit Owner shall be responsible for (i) physical damage insurance on the personal property in his Unit and elsewhere on the Property, and any additions, alterations and improvements to his Unit (whether installed by such Unit Owner or any prior Unit Owner or whether originally in his Unit); (ii) his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided; and (iii) his additional living expense. All policies of casualty insurance carried by each Unit Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. For the purposes of Sections 5.8(g) and 5.8(h) hereof, "additions, alterations and improvements" shall mean any property (excluding personal property readily removable without damage to the Unit) attached to the Unit, including without limitation, carpeting, flooring, wall covering, paint, paneling, toilets, fixtures, and cabinetry.

(h) The Board shall not be responsible for obtaining physical damage insurance on any additions, alterations and improvements to a Unit or any personal property of a Unit Owner or any other insurance for which a Unit Owner is responsible pursuant to Section 5.8(g) hereof. In the event the Board does carry such insurance, and

the premium therefor is increased due to additions, alterations or improvements of a Unit Owner, then the Board may charge a special assessment against such Unit Owner.

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

(j) The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Section 5.8 if the economic savings justifies the additional risk and if permitted by law; provided, however, that no deductibles shall exceed the lesser of (i) \$10,000.00 (\$5,000.00 with respect to a Flood insurance policy); or (ii) one percent (1%) of the face amount of the insurance policy to which such deductible applies, and further provided that funds to cover any deductible amounts shall be maintained as part of the Capital Reserve. The deductibles shall be on a per occurrence basis irrespective of the number of insureds suffering injury or damage. Expenses included within the deductible amount arising from insurable loss or damage shall be treated as Common Expenses.

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



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

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

## ARTICLE 6

### COMMON EXPENSES

6.1 Preparation of Annual Budget. On or before November 1 of each calendar year, the Board shall cause to be prepared a detailed proposed budget for the ensuing calendar year. Such budget shall take into account the estimated annual Common Expenses and cash requirements for the year, including wages, materials, insurance, services, supplies and all other Common Expenses (including, without limitation, all expenses associated with the Parking Area), together with a reasonable amount considered by the Board to be necessary for adequate reserves, including, without limitation, amounts to maintain a Capital Reserve (as hereinafter defined in Section 6.2). The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements and, to the extent that the assessments and other cash income collected from the Unit Owners during the preceding year are more or less than the expenses for the preceding year, the surplus or deficit shall also be taken into account. On or before November 15 of each year, the Board shall notify each Unit Owner in writing as to the proposed annual budget, with reasonable itemization thereof, including those portions intended for capital expenditures or repairs or payment of real estate taxes and containing each Unit Owner's respective assessment; provided, however, that

such proposed annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. On or before January 1 of the ensuing calendar year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board (or as it may direct) one-twelfth (1/12) of his proportionate share of the Common Expenses for each year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. On or before April 1 of each calendar year following the initial meeting of the Unit Owners, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenses plus reserves. Such accounting shall, upon the written request of any Unit Owner, be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section 6.2 hereof. Each Unit Owner shall receive notice, in the same manner as is provided for meetings of the Unit Owners, of any meeting of the Board concerning the adoption of the proposed annual budget.

**6.2 Capital Reserve; Supplemental Budget.** The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures and paying for the costs of deferred maintenance in connection with the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements and maintenance, repairs and replacements necessary to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder and those matters set forth in Section 9(c)(2) of the Act. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any specific contingency reserve or the Capital Reserve, as applicable, which remains unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. In addition to the foregoing, any Common Expense not set forth in the annual budget or any increase in assessments over the

95414355

amount set forth in the adopted annual budget shall be separately assessed against all Unit Owners. Assessments for additions and alterations to the Common Elements or to property owned by the Association not included in the adopted annual budget shall be separately assessed against all Unit Owners and, except if relating to an emergency or mandated by law, shall be subject to the affirmative vote of at least two-thirds (2/3) of the total votes of all Unit Owners at a meeting specifically called for the purpose of approving such special or separate assessment. The Board may adopt special or separate assessments payable over more than one fiscal year. Unless such multi-year assessment relates to an emergency or is mandated by law or is for an addition or alteration to the Common Elements or to the property owned by the Association and is not included in the adopted annual budget, the entire amount of such multi-year assessment shall be deemed considered and authorized in the first fiscal year in which such multi-year assessment is approved. Any separate or special assessment for expenditures relating to an emergency or mandated by law may be adopted by the Board without being subject to Unit Owner approval pursuant to Section 5.6(b) or otherwise. As used in this Section 6.2, "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. Each Unit Owner shall receive notice, in the same manner as is provided for meetings of the Unit Owners, of any meeting of the Board concerning the adoption of any supplemental budget or any special or separate assessment.

**6.3 Initial Budget.** The initial Board appointed by the Developer shall determine and adopt, prior to the conveyance of the first Unit Ownership hereunder, an initial budget commencing with the first day of the month in which the sale of the first Unit Ownership is closed and ending on December 31 of the calendar year in which such sale occurs, and shall continue to determine the proposed annual budget for each succeeding calendar year until such time as the first Board elected hereunder takes office, and which may include such sums as collected from time to time at the closing of the sale of each Unit Ownership. Assessments shall be levied against the Unit Owners during said period as provided in Section 6.1 of this Article, except that if the closing of the sale of the first Unit Ownership is not on January 1, monthly assessments to be paid by Unit Owners shall be based upon the amount of the budget and the number of months and days remaining in such calendar year.

**6.4 Failure to Prepare Annual Budget.** The failure or delay of the Board to give notice to each Unit Owner of the annual budget shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay his respective monthly assessment, as herein provided, whenever the same shall be determined, and in the absence of the annual or adjusted budget, the Unit Owner shall continue to pay monthly assessment at the then existing monthly rate established for the previous period until the monthly assessment which is due more than ten (10) days after notice is given of such new annual budget.

6.5 Records of the Association.

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

- (i) Copies of this Declaration (including the By-Laws) and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board, and the Association's books, records and financial statements shall be available. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection (i) for examination and copying.
- (ii) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expense incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.
- (iii) The minutes of all meetings of the Association and the Board shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years.
- (iv) Ballots and proxies relating thereto for all elections to the Board and for any other matters voted on by the Unit Owners shall be maintained for a period of not less than one (1) year; provided that if the Association has adopted the secret ballot process under Section 18 of the Condominium Property Act of the State of Illinois and under this Declaration, unless directed by court order, only the voting ballot excluding a Unit number or symbol shall be subject to inspection and copying.
- (v) Such other records of the Association as are available for inspection by members of a not for profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986, as amended, shall be maintained.

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

95414356

(c) Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

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

6.7 Start-Up Costs. At the time the initial sale of each Unit Ownership is closed, the purchaser of the Unit Ownership shall pay to the Association an amount equal to two (2) times the first full monthly assessment for such Unit Ownership based on the latest budget adopted by the Association prior to closing. This sum shall be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the Common Elements and held for future working capital needs. This payment shall not be refundable or be applied as a credit against the Unit Owner's monthly assessments. The Board or the Developer shall have the right to transfer such funds from time to time as may be necessary to fund the Capital Reserve. The Developer may not use the working capital fund to defray any of the Developer's expenses, reserve contributions or construction costs, or to make up any budget deficits while the Developer is in control of the Association in accordance with Section 13:1 thereof.

6.8 User Charges.

(a) The Board, or the Declarant or Developer, acting pursuant to Section 13.1 hereof, may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities, or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expense may include such services and facilities provided to Unit Owners which the Board determines should not be allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Except as set forth in subsection (b) of this Section 6.8, nothing herein shall require the establishment of user charges pursuant to this Section 6.8, and the Board or the Declarant or Developer may elect to treat all or any portion thereof as Common Expenses.

(b) Notwithstanding the foregoing, the Board, or the Declarant or Developer, acting pursuant to Section 13.1 hereof, shall establish, and each Unit Owner who owns one or more Valet Parking Rights shall pay, a user charge equal to such Unit Owner's

proportionate share of the expenses (including fees, costs and charges under the agreement with the operator of the garage) attributable to providing valet parking services in the Parking Area. Each affected Unit Owner's proportionate share of such expenses shall equal the product of such expenses multiplied by a fraction, the numerator of which is the number of Valet Parking Rights owned by such Unit Owner and the denominator of which is the total number of Valet Parking Rights owned by all Unit Owners (other than the Declarant or the Developer).

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

## ARTICLE 7

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.1 The Property shall be occupied and used as follows:

(a) Each Residential Unit (or any two or more adjoining Residential Units used together) shall be used for residential purposes only and the Commercial Unit shall be used for either residential purposes or any business or commercial purpose allowed under the Chicago zoning ordinance, at the sole option of the Unit Owner of the Commercial Unit. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner, including, without limitation, walls separating said Units and hallways serving only said Units, may be altered, removed or made part of said Units to afford ingress and egress to and from such adjoining Units, and new walls obstructing such hallways may be added to the Common Elements; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish to the Board not less than thirty (30) days prior to the date the Unit Owner desires to commence such work all plans detailing the work to be done; (iii) the Board consents to the performance of such work and grants permission to the Unit Owner to use such Common Elements as Limited Common Elements; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; and (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together; provided, however, that the foregoing subsections (ii) through (v) shall not apply to the Developer or to the Declarant.

95414356

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

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

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

(e) No animals shall be raised, bred or kept in any Unit or the Common Elements, except, with respect to Units, for animals which are of a breed or variety commonly kept as household pets in first-class condominium buildings located in Chicago, are not kept or bred for any commercial purpose, are not allowed to run loose on the Property, are kept in strict accordance with such rules and regulations relating to household pets as may be from time to time adopted or approved by the Board, and do not, in the judgment of the Board, constitute a nuisance to others. Notwithstanding anything to the contrary contained in this Declaration, except for aquarium fish, no more than two (2) household pets may be kept in any Unit at any one time. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in such Unit Owner's or Occupant's respective Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements or anywhere on the Property.

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

000111000

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

(h) No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles (including, without limitation, signage) outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, dish or other receptive or transmitting device, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the managing agent, acting in accordance with the Board's direction; provided, however, that the foregoing shall not apply to the Developer or to the Declarant.

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

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

(k) During the period that the Declarant, the Developer, or their respective agents, successors or assigns, are engaged in the marketing, sales or leasing of Units, or performing work in or about the Building, Declarant and Developer and their respective agents, employees, successors, assigns, contractors, subcontractors, brokers, licensees and invitees (and each of them) shall be entitled to (i) have access, ingress and egress to and from the Building and Common Elements and use such portion of the Building and Common Elements as may be necessary or desirable in connection with such marketing, sales, leasing of Units or performance of work, including the right to use the Parking Area for both self-parking and valet parking of vehicles without being



required to make any payments for such parking as may be required under Sections 2.4 or 6.8(b) hereof or otherwise, except that the Developer agrees to pay to the Association One Dollar (\$1.00) each time a passenger vehicle owned or being used by a person visiting the Property and the Developer (or its agents, successors or assigns) in connection with the marketing, sales or leasing of Units by the Developer, is valet parked in the Parking Area by the operator of the garage (the amount to be so paid by the Developer to the Association shall be conclusively determined by counting the number of actual valet parking tickets issued by the operator of the garage with respect to such vehicles and multiplying that number by One Dollar (\$1.00)); (ii) use or show one or more unsold and unconveyed Units or portion or portions of the Common Elements as a model Unit or Units (for sale or lease), sales office, construction, or refurbishment office or administrative or management office or for such other purposes (including the right to locate and maintain a concierge and desk on the first floor of the Building) deemed necessary or desirable in connection with such construction, refurbishment, administration, marketing, sales or leasing of Units or performing work in or about the Building; (iii) post and maintain such signs, banners and flags, or other advertising material or decorations in, on or about the Building and Common Elements (including the internal staircases) in such form as deemed desirable by Declarant or Developer, and as may be deemed necessary or desirable in connection with the marketing, sales, leasing or management of Units or performing work in or about the Building or in connection with (i) and (ii) above; (iv) have the exclusive use of one (1) passenger elevator which may be modified to access only a certain floor or floors in the Building containing model Units (which floors initially will be the 25th and 26th floors) and have all other elevators in the Building modified to prevent access to such floor or floors, and have the doors from the internal staircases in the Building modified to prevent access to (but not from) such floor or floors, as may be necessary or desirable in connection with the promotion, marketing, sales, leasing, construction, refurbishment, or administration of Units; or (v) complete or correct construction of, or make alterations of and additions and improvements to, the Units or the Common Elements in connection with any of the Declarant's or Developer's activities in connection with the construction, promotion, marketing, sales or leasing of the Units or performing work in or about the Building. The foregoing are in addition to and not in limitation of the rights granted under Section 4.3(c) hereof. The foregoing and the rights granted under Section 4.3(c) hereof shall not be amended or modified in any manner without the express written consent of the Developer or its successors or assigns.

(1) The Unit restrictions in paragraph (a) of Section 7.1 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; (iii) handling his personal business or professional telephone calls or correspondence therefrom; and (iv) maintaining a computer or other office equipment within the Unit. Such uses are expressly declared customarily incident to the principal resident use and not in violation of paragraph (a) of this Section 7.1.

Notwithstanding the foregoing, no Unit Owner (other than the Unit Owner of the Commercial Unit) shall suffer or permit the regular or consistent entry of customers or clients.

(m) The provisions of the Act, this Declaration and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit Ownership and shall be deemed to be incorporated in any lease executed in connection with a Unit Ownership. The Association may prohibit a tenant from occupying a Unit until the Unit Owner complies with the leasing requirements prescribed in Article 12 hereof or as may be adopted by the Association. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by a tenant of any covenants, rules, regulations or bylaws, without excluding any other rights or remedies. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the Unit Owner and the Unit Owner's lessee in the event of any violation of this sentence or of any other provision of this Declaration concerning Unit Ownership leasing, without excluding any other rights or remedies.

(n) Each Unit Owner shall deposit with the Board duplicate keys for all locks required for entry to his Unit and Storage Space.

(o) Notwithstanding any provision in this Declaration to the contrary: (a) Unit Owners, Occupants, and tenants of the Commercial Unit and their customers, employees, and invitees shall not be restricted by any amendments to this Declaration or the By-Laws or by any rules or regulations adopted by the Board (including, without limitation, rules or regulations relating to hours of use) in their reasonable use of the Commercial Unit in conformity with state and local law and their reasonable use of the Common Elements (including lobby areas, halls, corridors, and other facilities) in the ordinary course of the commercial activities for which the Commercial Unit is used; (b) the Developer reserves the right to make such improvements or alterations to the Commercial Unit and to locate and relocate Common Elements from time to time as the Developer may deem desirable for the purpose of improving the operation of and access to the Commercial Unit and the Developer reserves the right to install such utility lines in the Common Elements for the purpose of providing utility service to the Commercial Unit as the Developer may deem desirable; (c) the Unit Owner of the Commercial Unit may make alterations and improvements to the Limited Common Elements appurtenant to the Commercial Unit without the consent of the Board; (d) the Board shall not permit the obstruction of any lobby entrances, passageways, corridors, or other portions of the Common Elements which serve the Commercial Unit during hours when the Commercial Unit is in operation; (e) the Unit Owner of the Commercial Unit shall have the right to install and maintain signs within the Commercial Unit and, subject to reasonable regulations of the Board designed to protect the residential character of the Building, exterior signs, awnings, and canopies in and on the Building; (f) the Unit Owner of the Commercial

95414356

Unit shall be eligible to be a member of the Board, and no residency requirement for Board membership shall be applicable to the Unit Owner of the Commercial Unit; and (g) no special user or service charges for the use of Common Elements, which are not similarly assessed against other Unit Owners, shall be assessed against the Unit Owner of the Commercial Unit. Neither this Section 7.1(o) nor Section 7.1(a) as it applies to the Commercial Unit shall be amended or rescinded without the approval of all of the Unit Owners.

## ARTICLE 8

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

8.1 Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus Capital Reserves, shall be sufficient to pay the cost of repair, restoration or reconstruction, then such restoration, repair, replacement or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Capital Reserve shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one hundred eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in Article 9 hereof or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act as therein provided, then such restoration, repair, replacement, or reconstruction shall not be undertaken. In the event such restoration, repair, replacement, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

8.2 Insufficient Insurance.

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

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the unanimous affirmative

vote of the Voting Members at a meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

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

8.3 Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board, and the other Unit Owners' percentages shall be correspondingly increased. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for

95411356

the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof, and the Association is hereby appointed as attorney-in-fact for each Unit Owner to represent the Unit Owners in any condemnation proceedings, or in negotiations, settlements and agreements with the condemning authority relating to such acquisitions of the Common Elements or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

8.4 Repair, Restoration or Reconstruction of the Improvements. As used in this Article, "restoration, repair, replacement or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before. Any repair, restoration or reconstruction shall be in accordance with law and this Declaration.

## ARTICLE 9

### SALE OF THE PROPERTY

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

## ARTICLE 10

### REMEDIES

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

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

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

10.2 Remedies. Upon the occurrence of any one or more of the events described in Section 10.1, the Board shall have the following rights and remedies:

(a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner, in the manner set forth in Section 13.2 hereof, of a notice to quit and deliver up possession, which right may be enforced by an action for possession under Article IX of the Code of Civil Procedure, as amended.

(b) For a violation or breach described in Section 10.1(b) hereof, the Board shall have the right: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Declarant, or Developer, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass, or (ii) to enjoin, abate, or remedy by a proceeding at law or in equity the continuance of any such violation or breach; provided, however, that no summary abatement shall be undertaken in connection with any alteration or demolition of improvements until judicial proceedings are instituted.

(c) Upon the occurrence of one of the events described in Section 10.1(a) hereof, including, without limitation, failure by a Unit Owner to pay his percentage share of Common Expenses or user charges, the Board shall have a lien on the interest of the defaulting Unit Owner in his Unit Ownership in the amount of any sums due from such Unit Owner; provided, however, that such lien shall be subordinate to the lien of a prior

recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien provided for in this Section 10.2(c) shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien described in this Section 10.2(c) for any sums which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit Ownership, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any sums with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit Ownership as provided in this Section 10.2(c).

(d) The Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit Ownership and thereupon an action may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring his interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession.

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or Occupant as permitted by law including, without limitation, an action (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration, the By-Laws, any contractual

obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to exercise any such rights or remedies to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

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

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

## ARTICLE 11

### MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

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

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on a Unit ("Insurer or Guarantor") and the Unit number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of any Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee of a Unit, as well as any other holder of a prior recorded mortgage on a Unit Ownership, who comes into possession of the said Unit Ownership pursuant



to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit Ownership which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Unit Ownership, whichever occurs first (except for any sums which are reallocated among the Unit Owners pursuant to the last sentence of Section 10.2(c) hereof).

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

- (i) to examine current copies of this Declaration, the By-Laws, the articles of incorporation of the Association, rules and regulations and the books, records and financial statements of the Association during normal business hours;
- (ii) to receive, without charge and within a reasonable time after such request, an audited financial statement for the Association for the preceding fiscal year, and an audited financial statement for each fiscal year must be available within one hundred twenty (120) days after the end of such fiscal year;
- (iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;
- (iv) to receive written notice of any decision by the Unit Owners to make a material amendment to this Declaration, By-Laws contained herein or Articles of Incorporation;
- (v) to receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; and
- (vi) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

(c) No provision of this Declaration or the Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for

losses to or a taking of the Units, or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

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

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

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

- (i) Adoption of an amendment to this Declaration which (aa) changes Section 10.2(c), (bb) changes Article 11 or any other provision of this Declaration which specifically grants rights to First Mortgagees, (cc) changes insurance and fidelity bond requirements, or (dd) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Unit Ownership materially different from that presently contained in this Declaration or changes the provisions concerning the leasing of Unit Ownerships, (ee) changes the responsibility

for maintenance and repair of any portion of the Property,  
(ff) changes any provisions of this Declaration concerning  
repair, restoration, or reconstruction of the Project,  
(gg) changes any provisions of this Declaration to reduce  
reserves for maintenance, repair and replacement of  
Common Elements;

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

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

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

(h) Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within thirty (30) days after making the request for consent.

## ARTICLE 12

### TRANSFER OF A UNIT

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

12.2 Limits on Lease Terms. No Unit Ownership shall be leased by a Unit Owner for hotel or transient purposes or for a term less than seven (7) days and no portion of a Unit Ownership which is less than the entire Unit Ownership shall be leased, without the prior written consent of the Board or the managing agent of the Property acting in accordance with the Board's direction. The lessee under every lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Each and every lease of a Unit Ownership shall be in writing and the Unit Owner leasing the Unit Ownership shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed and prior to occupancy. The provisions of Sections 12.1 and 12.2 shall not apply to a transfer or lease of a Unit, or interest therein, by or to the Board or the Declarant (or Developer), and neither Section 12.1 nor Section 12.2 may be amended or deleted without the prior written consent of Declarant and Developer, so long as either Declarant or Developer owns any Units.

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

12.4 Effect of Non-Compliance. If any sale, assignment, lease or sublease of a Unit Ownership is attempted or consummated without complying with the provisions of this Article 12, such sale, assignment, lease or sublease shall be subject to the rights and options of

the Board, and remedies available to the Board, hereunder or otherwise, including without limitation denial or termination of possession of the Unit.

12.5 Miscellaneous.

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

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

ARTICLE 13

GENERAL PROVISIONS

13.1 Certain Rights of the Declarant and Developer. Until the time established by the Declaration for the election of the initial Board by the Unit Owners, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board in the Act and in this Declaration shall be held and performed by the Declarant or Developer, which may be exercised by the designation of an initial Board in accordance with Sections 5.1 and 5.6 hereof. If the initial Board shall not be elected by the Unit Owners at the time established by this Declaration, the Declarant or Developer shall continue in the aforesaid office for a period of thirty (30) days after written notice of its resignation is sent to all of the Unit Owners entitled to vote at such election. In exercising such rights, and the other rights reserved by the Declarant or Developer pursuant to this Declaration, the Declarant or Developer shall not be under any disability which would otherwise be imposed by law by reason of the Declarant's or Developer's interest in the subject matter of any transaction, provided, however, that any such transaction shall have been entered into in good faith.

13.2 Manner of Giving Notices. Notices provided for in this Declaration and in the Act to be given to the Board or Association shall be in writing and addressed to the Unit address

of each member of the Board or at such other address as otherwise provided herein. Notices provided for in this Declaration and in the Act to any Unit Owner shall be in writing and addressed to the Unit address of said Unit Owner, or at such other address as otherwise provided herein, including, without limitation, in Section 5.5 hereof. Any Unit Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox at such address as is designated pursuant hereto.

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

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

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

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

13.7 Change, Modification or Rescission. No provision of this Declaration affecting the rights, privileges and duties of the Declarant or Developer may be modified without their respective written consent. The provisions of Article 11 and Sections 10.2, 13.12 and the following provisions of this Section 13.7 may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Vice-President of the Board, and by all of the Unit Owners and all First Mortgagees. Other provisions of this Declaration may be changed, modified or rescinded as provided in Section 13.12 hereof or by an instrument in writing setting forth such

change, modification or rescission signed and acknowledged by the President or a Vice-President of the Board, and approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose; provided, however, that (i) all First Mortgagees have been notified by certified mail of any change, modification or rescission, (ii) an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument and (iii) any provisions herein which specifically grant rights to First Mortgagees, Insurers or Guarantors may be amended only with the written consent of all such First Mortgagees, Insurers or Guarantors, except in those instances in which the approval of less than all First Mortgagees is required. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no such change, modification or rescission, other than as provided in Section 13.12 hereof, shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, quorum and voting requirements for action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Declaration or by the Act.

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

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

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

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

charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

13.12 Special Amendment. Developer and Declarant reserve the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Department of Veteran's Affairs (formerly known as the Veteran's Administration), or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Act, or (iv) to correct clerical or typographical or similar errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer or Declarant to vote in favor of, make or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit Ownership, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer or Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Developer and Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant or Developer no longer holds or controls title to a Unit Ownership.

13.13 Assignments by Developer and Declarant. All rights which are specified in this Declaration to be rights of the Developer or the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Developer or the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Developer or the Declarant hereunder as fully as if named as such party herein. No party exercising rights as Developer or the Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

13.14 Trustee Exculpation. This Declaration is executed by American National Bank and Trust Company of Chicago ("American"), as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and American hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that American, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the


9511335



trust estate under said Trust No. 107458-00 to the terms of this Declaration; that any and all obligations, duties, covenants, indemnities and agreements of every nature herein set forth by American, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed, and discharged by the beneficiaries under said Trust No. 107458-00 or their successors, and not by American personally; and, further, that no duty shall rest upon American either personally or as such Trustee, to sequester trust assets, rentals, avails, or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 107458-00 after the Trustee has been supplied with funds required for the purpose. In the event of a conflict between the terms of this paragraph and of the remainder of the Declaration on any questions of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, Trustee as aforesaid and not personally, has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its Trust Officer ~~President and attested~~ by its \_\_\_\_\_ Secretary, this \_\_\_\_\_ day of JUN 23 1995, 1995.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under a Trust Agreement dated March 31, 1989 and known as Trust No. 107458-00

By:   
Its: Trust Officer

ATTEST:

Its: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, SOL FLORES, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Wang, as TRUST OFFICER of American National Bank and Trust Company of Chicago, and \_\_\_\_\_, as \_\_\_\_\_ thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as ~~the~~<sup>his</sup> own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and that the said Trust Officer, as custodian of the corporate seal of said Bank, affixed the same to the foregoing instrument as his free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of JUN 23 1995, 1995.

"OFFICIAL SEAL"  
Sol Flores  
Notary Public, State of Illinois  
My Commission Expires 10/21/98

My Commission Expires.

Sol Flores  
Notary Public

"OFFICIAL SEAL"  
Sol Flores  
Notary Public, State of Illinois  
My Commission Expires 10/21/98

95111335

**EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR THE PARKSHORE CONDOMINIUM ASSOCIATION**

**SURVEY OF UNITS**

(Attached hereto)

**LEGAL DESCRIPTION OF THE PROPERTY**

**PARCEL 1:**

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF PARCEL "A" AS LOCATED AND DEFINED IN THE PLAT OF "LAKE FRONT PLAZA" SUBDIVISION (BEING A SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 30, 1962 AS DOCUMENT NUMBER 18461961) AND RUNNING THENCE NORTH ALONG A NORTHWARD EXTENSION OF THE EAST LINE OF SAID PARCEL "A" (SAID NORTHWARD EXTENSION BEING ALSO THE WEST LINE OF A STRIP OF LAND, 66.00 FEET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY PLAT OF DEDICATION RECORDED IN SAID RECORDER'S OFFICE ON MARCH 14, 1979 AS DOCUMENT NUMBER 24879730) A DISTANCE OF 176.195 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 235.083 FEET TO THE POINT OF BEGINNING AT THE NORTH WEST CORNER OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG THE LAST DESCRIBED PERPENDICULAR LINE A DISTANCE OF 189.959 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF NORTH LAKE SHORE DRIVE, AS SAID NORTH LAKE SHORE DRIVE WAS DEDICATED BY AN INSTRUMENT RECORDED IN THE RECORDER'S OFFICE ON MARCH 14, 1979 AS DOCUMENT NUMBER 24879733; THENCE SOUTHWARDLY ALONG SAID WEST LINE OF NORTH

62211000

LAKE SHORE DRIVE, A DISTANCE OF 146.790 FEET; THENCE CONTINUING SOUTHWARDLY ALONG SAID WEST LINE OF NORTH LAKE SHORE DRIVE, SAID WEST LINE BEING HERE AN ARC OF A CIRCLE, CONCAVE WESTERLY AND HAVING A RADIUS OF 2854.789 FEET, AN ARC DISTANCE OF 85.093 FEET TO THE NORTH EAST CORNER OF BLOCK 2 OF HARBOR POINT UNIT NUMBER 1, A SUBDIVISION RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 13, 1974 AS DOCUMENT NUMBER 22935649; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 169.878 FEET TO AN INTERSECTION WITH A LINE WHICH IS 235.083 FEET EAST OF AND PARALLEL WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A" IN THE "LAKE FRONT PLAZA" SUBDIVISION AFORESAID; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE (SAID PARALLEL LINE BEING PERPENDICULAR TO SAID NORTH LINE OF BLOCK 2 IN HARBOR POINT UNIT NUMBER 1) A DISTANCE OF 231.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED GRANT OF EASEMENTS DATED AUGUST 29, 1989 AND RECORDED SEPTEMBER 1, 1989 AS DOCUMENT 89410952 BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1985 AND KNOWN AS TRUST NUMBER 65812, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1979 AND KNOWN AS TRUST NUMBER 46968 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NUMBER 56375 SOLELY FOR VEHICULAR ACCESS AND PEDESTRIAN ACCESS OVER EXISTING RAMPS AND ADJACENT AREAS AND ANY REPLACEMENTS OF THOSE EXISTING RAMPS AND OVER SUCH PORTIONS OF EXISTING DRIVEWAY AS FURTHER DELINEATED ON EXHIBIT C OF SAID DOCUMENT CREATING SAID EASEMENT.

PARCEL 3:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 SOLELY FOR UTILITY PURPOSES, VEHICULAR ACCESS AND PEDESTRIAN ACCESS INCIDENTAL TO THE USE OF PARCEL 1 PURSUANT TO THE TERMS, CONDITIONS AND RESERVATIONS CONTAINED IN THE AMENDED AND RESTATED GRANT OF EASEMENTS DATED AUGUST 29, 1989 AND RECORDED ON SEPTEMBER 1, 1989 AS DOCUMENT NUMBER 89410952 OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LANDS BEING A PARCEL COMPRISED OF THE LAND, PROPERTY AND SPACE LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH OF SAID PARCEL WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF PARCEL "A" IN THE PLAT OF "LAKE FRONT PLAZA" SUBDIVISION (BEING A SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 30TH DAY OF APRIL 1962, IN BOOK 615 OF PLATS AT PAGES 4 TO 9, INCLUSIVE, AS DOCUMENT NUMBER 18461961), AND RUNNING THENCE NORTH ALONG THE NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", (SAID NORTHWARD EXTENSION BEING ALSO THE WEST LINE OF A STRIP OF LAND, 66.00 FEET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY PLAT OF DEDICATION RECORDED IN SAID RECORDER'S OFFICE ON THE 14TH DAY OF MARCH, 1979 AS DOCUMENT NUMBER 24879730), A DISTANCE OF 176.195 FEET; THENCE EASTWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING OF SAID PARCEL OF LAND; THENCE NORTHWARDLY ALONG A LINE WHICH IS 66.00 FEET EAST OF AND PARALLEL WITH SAID NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", A DISTANCE 30.00 FEET; THENCE EASTWARD ALONG A LINE PERPENDICULAR TO SAID NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", A DISTANCE OF 322.16 FEET; THENCE SOUTHWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 30.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 231.00 FEET, MEASURED PERPENDICULARLY, NORTH OF AND PARALLEL TO THE NORTH LINE OF BLOCK 2 IN HARBOR POINT UNIT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 31, 1974 AS DOCUMENT NUMBER 22935649; THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 322.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

# Certified Survey Co.

Phone 775-7755 5740 N. Elston Ave. Chicago, Illinois 60646 Fax 775-2855

## Plat of Survey

17-10-401-011

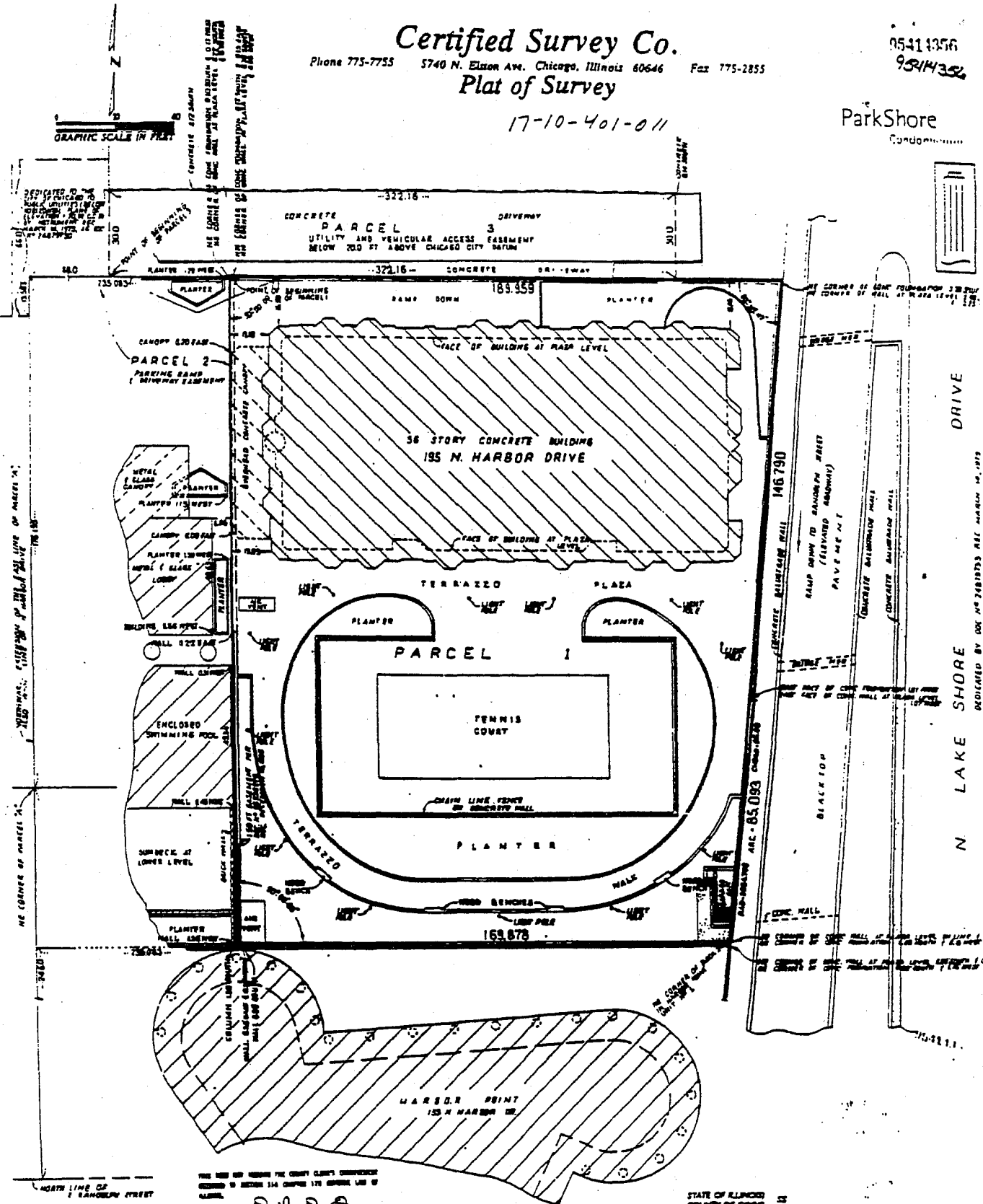
95414356

95414356

ParkShore

Condominium

GRAPHIC SCALE IN FEET



THE CORNER OF PARCEL 2

N LAKE SHORE DRIVE

THIS MAP OF RECORD THE COUNTY CLERK'S OFFICE  
 ORDERED TO BE RECORDED IN BOOK 314 CHAPTER 178 SERIAL 148 OF  
 RECORDS  
 D.L.D. [Signature]  
 6-22-95

STATE OF ILLINOIS  
COUNTY OF COOK

ORDER NO. 9417  
 EXHIBIT A  
 PAGE 1 OF 53

AFTER RECORDING, RETURN TO:  
 Jeffrey S. Aversa  
 RUDNICK & WOLFE  
 223 N. LaSalle Street  
 Suite 1800  
 Chicago, Illinois 60601-1293  
 RECORDER'S BOX 416



I, DAVID A. KOSTICK, A REGISTERED ILLINOIS LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED LAND, PROPERTY AND SPACE THAT IT CORRECTLY SHOWS THE RELATION OF THE BUILDING TO THE PROPOSED LINES OF THE LAND INDICATED HEREON, THAT THE WALLS OF SAID BUILDING OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF SAID ADJOINING BUILDING FROM SAID LAND, EXCEPT AS SHOWN DIMENSIONS SHOWN HEREON ARE IN AND DECIMAL PARTS THEREOF  
 DATED THIS 7th DAY OF FEBRUARY AD 1995  
 David A. Kostick  
 ILLINOIS REGISTERED LAND SURVEYOR # 1717

Box 416

# Certified Survey Co.

Phone 775-7735 5748 N. Elston Ave. Chicago, Illinois 60646 Fax 775-2855

## Plat of Survey

The  
**ParkShore**  
Condominium



**PARCEL 1:** THAT PART OF THE LAND LYING EAST OF AND ADJOINING FOOT DRABORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF PARCEL "A" AS LOCATED AND DEFINED IN THE PLAT OF "LAKE FRONT PLAZA" SUBDIVISION (BEING A SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 28, 1962 AS DOCUMENT NO. 184164) AND RUNNING THENCE NORTH ALONG A NORTHWARD EXTENSION OF THE EAST LINE OF SAID PARCEL "A" SAID NORTHWARD EXTENSION BEING ALSO THE WEST LINE OF A STRIP OF LAND, 66.00 FEET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY PLAT OF DEDICATION RECORDED IN SAID RECORDER'S OFFICE ON MARCH 14, 1979, AS DOCUMENT NO. 246770, A DISTANCE OF 176.150 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 221.02 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG THE LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 189.978 FEET TO AN INTERSECTION WITH THE VERTICALLY LINE OF NORTH LAKE SHORE DRIVE, AS SAID NORTH LAKE SHORE DRIVE WAS DEDICATED BY AN INSTRUMENT RECORDED IN THE RECORDER'S OFFICE ON MARCH 14, 1979, AS DOCUMENT NO. 246772; THENCE SOUTHWARD ALONG SAID WEST LINE OF NORTH LAKE SHORE DRIVE, A DISTANCE OF 146.790 FEET; THENCE CONTINUING SOUTHWARD ALONG SAID WEST LINE OF NORTH LAKE SHORE DRIVE, SAID WEST LINE BEING HERE AN ARC OF A CIRCLE, CONCAVE WESTWARD AND HAVING A RADIUS OF 254.78 FEET, AN ARC DISTANCE OF 61.075 FEET TO THE NORTHEAST CORNER OF BLOCK 2 OF PARKER POINT UNIT NO. 1, A SUBDIVISION RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 13, 1974, AS DOCUMENT NO. 225344; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 168.378 FEET TO AN INTERSECTION WITH A LINE WHICH IS 221.02 FEET EAST OF AND PARALLEL WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A" IN THE "LAKE FRONT PLAZA" SUBDIVISION, AFORESAID; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, SAID PARALLEL LINE BEING PERPENDICULAR TO SAID NORTH LINE OF BLOCK 2 IN PARKER POINT UNIT NO. 1) A DISTANCE OF 21.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:** PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED GRANT OF EASEMENTS DATED AUGUST 29, 1989 AND RECORDED SEPTEMBER 1, 1989 AS DOCUMENT 891082 BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1985 AND KNOWN AS TRUST NUMBER 6912, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1979 AND KNOWN AS TRUST NUMBER 4888 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NUMBER 5675 SOLELY FOR VEHICULAR ACCESS AND PEDESTRIAN ACCESS OVER EXISTING RAMPS AND ADJACENT AREA AND ANY REPLACEMENTS OF THOSE EXISTING RAMPS AND OVER SUCH PORTIONS OF EXISTING DRIVEWAY AS FURTHER DELINEATED ON EXHIBIT C OF SAID DOCUMENT CREATING SAID EASEMENT.

**PARCEL 3:** A PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 SOLELY FOR UTILITY PURPOSES, VEHICULAR ACCESS AND PEDESTRIAN ACCESS INCIDENTAL TO THE USE OF PARCEL 1 PURSUANT TO THE TERMS, CONDITIONS AND RESERVATIONS CONTAINED IN THE AMENDED AND RESTATED GRANT OF EASEMENTS DATED AUGUST 29, 1989 AND RECORDED ON SEPTEMBER 1, 1989 AS DOCUMENT NO. 891082 OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE LAND LYING EAST OF AND ADJOINING FOOT DRABORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LAND BEING A PARCEL, COMPOSED OF THE LAND, PROPERTY AND SPACE LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PREDICTED VERTICALLY, UPWARD, AND DOWNWARD FROM THE SURFACE OF THE EARTH OF SAID PARCEL, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF PARCEL "A" IN THE PLAT OF "LAKE FRONT PLAZA" SUBDIVISION (BEING A SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 28TH DAY OF APRIL, 1962, IN BOOK 415 OF PLATS AT PAGES 4 TO 9 INCLUSIVE, AS DOCUMENT NO. 184164) AND RUNNING THENCE NORTH ALONG THE NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", SAID NORTHWARD EXTENSION BEING ALSO THE WEST LINE OF A STRIP OF LAND, 66.00 FEET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY PLAT OF DEDICATION RECORDED IN SAID RECORDER'S OFFICE ON THE 14TH DAY OF MARCH, 1979 AS DOCUMENT NO. 246770, A DISTANCE OF 176.150 FEET; THENCE EASTWARD ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING OF SAID PARCEL OF LAND; THENCE NORTHWARD ALONG A LINE WHICH IS 66.00 FEET EAST OF AND PARALLEL WITH SAID NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", A DISTANCE OF 26.00 FEET; THENCE EASTWARD ALONG A LINE PERPENDICULAR TO SAID NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", A DISTANCE OF 221.16 FEET; THENCE SOUTHWARD ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 26.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 221.02 FEET, MEASURED PERPENDICULARLY, NORTH OF AND PARALLEL TO THE NORTH LINE OF BLOCK 2 IN PARKER POINT UNIT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 13, 1974 AS DOCUMENT NO. 225344; THENCE WESTWARD ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 221.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS  
COUNTY OF COOK

PIN: 17-10-401-001



I, DAVID A. REITZEL, A REGISTERED ILLINOIS LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED LAND, PROPERTY AND SPACE, AND THAT IT CORRECTLY SHOWS THE RELATION OF THE BUILDING TO THE PROPERTY LINES OF THE LAND INDICATED HEREON, THAT THE BILLS OF SAID BUILDING ARE ALIAS AND THAT THERE ARE NO ENCROACHMENTS OF SAID BUILDING OR STRUCTURES OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDING OR STRUCTURES FROM SAID LAND, EXCEPT AS SHOWN, DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF  
DATED THIS 7TH DAY OF FEBRUARY A.D. 1988

*David A. Reitzel*  
ILLINOIS REGISTERED LAND SURVEYOR # 2777

ORDER NO. 5417  
EXHIBIT A  
PAGE 1 OF 13

EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR THE PARKSHORE CONDOMINIUM ASSOCIATION

PERCENTAGE OF OWNERSHIP

<u>UNIT</u>	<u>% OF COMMON OWNERSHIP</u>
100	0.20014 %
201	0.15455 %
202	0.26397 %
203	0.22750 %
204	0.14543 %
205	0.13632 %
206	0.16367 %
207	0.09073 %
208	0.20470 %
209	0.15455 %
301	0.15455 %
302	0.26397 %
303	0.22750 %
304	0.14543 %
305	0.13632 %
306	0.16367 %
307	0.09073 %
308	0.20470 %
309	0.15455 %
401	0.15774 %
402	0.26853 %
403	0.23206 %
404	0.14863 %
405	0.13951 %
406	0.16732 %
407	0.09346 %
408	0.20835 %
409	0.15774 %
501	0.15774 %
502	0.26853 %

95414356



UNIT

% OF COMMON OWNERSHIP

503	0.23206%
504	0.14863%
505	0.13951%
506	0.16732%
507	0.09346%
508	0.20835%
509	0.15774%
601	0.16094%
602	0.27309%
603	0.23662%
604	0.15182%
605	0.14270%
606	0.17097%
607	0.09620%
608	0.21200%
609	0.16094%
701	0.16094%
702	0.27309%
703	0.23662%
704	0.15182%
705	0.14270%
706	0.17097%
707	0.09620%
708	0.21200%
709	0.16094%
801	0.16413%
802	0.27765%
803	0.24118%
804	0.15501%
805	0.14589%
806	0.17461%
807	0.09893%
808	0.21564%
809	0.16413%
901	0.16413%
902	0.27765%
903	0.24118%
904	0.15501%
905	0.14589%
906	0.17461%

95414356

UNIT% OF COMMON OWNERSHIP

907	0.09893 %
908	0.21564 %
909	0.16413 %
1001	0.16732 %
1002	0.28221 %
1003	0.24573 %
1004	0.15820 %
1005	0.14908 %
1006	0.17826 %
1007	0.10167 %
1008	0.21929 %
1009	0.16732 %
1101	0.16732 %
1102	0.28221 %
1103	0.24573 %
1104	0.15820 %
1105	0.14908 %
1106	0.17826 %
1107	0.10167 %
1108	0.21929 %
1109	0.16732 %
1201	0.16732 %
1202	0.28221 %
1203	0.24573 %
1204	0.15820 %
1205	0.14908 %
1206	0.17826 %
1207	0.10167 %
1208	0.21929 %
1209	0.16732 %
1301	0.17051 %
1302	0.28677 %
1303	0.25029 %
1304	0.16139 %
1305	0.15227 %
1306	0.18191 %
1307	0.10440 %
1308	0.22294 %
1309	0.17051 %
1401	0.17051 %

UNIT% OF COMMON OWNERSHIP

1402	0.28677%
1403	0.25029%
1404	0.16139%
1405	0.15227%
1406	0.18191%
1407	0.10440%
1408	0.22294%
1409	0.17051%
1501	0.17051%
1502	0.28677%
1503	0.25029%
1504	0.16139%
1505	0.15227%
1506	0.18191%
1507	0.10440%
1508	0.22294%
1509	0.17051%
1601	0.17370%
1602	0.29133%
1603	0.25485%
1604	0.16458%
1605	0.15546%
1606	0.18555%
1607	0.10714%
1608	0.22659%
1609	0.17370%
1701	0.17370%
1702	0.29133%
1703	0.25485%
1704	0.16458%
1705	0.15546%
1706	0.18555%
1707	0.10714%
1708	0.22659%
1709	0.17370%
1801	0.17370%
1802	0.29133%
1803	0.25485%
1804	0.16458%
1805	0.15546%

95414356

UNIT% OF COMMON OWNERSHIP

1806	0.18555%
1807	0.10714%
1808	0.22659%
1809	0.17370%
1901	0.17689%
1902	0.29588%
1903	0.25941%
1904	0.16777%
1905	0.15866%
1906	0.18920%
1907	0.10987%
1908	0.23023%
1909	0.17689%
2001	0.17689%
2002	0.29588%
2003	0.25941%
2004	0.16777%
2005	0.15866%
2006	0.18920%
2007	0.10987%
2008	0.23023%
2009	0.17689%
2101	0.17689%
2102	0.29588%
2103	0.25941%
2104	0.16777%
2105	0.15866%
2106	0.18920%
2107	0.10987%
2108	0.23023%
2109	0.17689%
2201	0.18008%
2202	0.30044%
2203	0.26397%
2204	0.17097%
2205	0.16185%
2206	0.19285%
2207	0.11261%
2208	0.23388%
2209	0.18008%

95414356

1 3 3

UNIT

% OF COMMON OWNERSHIP

2301	0.18008%
2302	0.30044%
2303	0.26397%
2304	0.17097%
2305	0.16185%
2306	0.19285%
2307	0.11261%
2308	0.23388%
2309	0.18008%
2401	0.18008%
2402	0.30044%
2403	0.26397%
2404	0.17097%
2405	0.16185%
2406	0.19285%
2407	0.11261%
2408	0.23388%
2409	0.18008%
2501	0.18328%
2502	0.30500%
2503	0.26853%
2504	0.17416%
2505	0.16504%
2506	0.19650%
2507	0.11534%
2508	0.23753%
2509	0.18328%
2601	0.18328%
2602	0.30500%
2603	0.26853%
2604	0.17416%
2605	0.16504%
2606	0.19650%
2607	0.11534%
2608	0.23753%
2609	0.18328%
2701	0.18328%
2702	0.30500%
2703	0.26853%
2704	0.17416%

95414356

UNIT% OF COMMON OWNERSHIP

2705	0.16504%
2706	0.19650%
2707	0.11534%
2708	0.23753%
2709	0.18328%
2801	0.18647%
2802	0.30956%
2803	0.27309%
2804	0.17735%
2805	0.16823%
2806	0.20014%
2807	0.11808%
2808	0.24118%
2809	0.18647%
2901	0.18647%
2902	0.30956%
2903	0.27309%
2904	0.17735%
2905	0.16823%
2906	0.20014%
2907	0.11808%
2908	0.24118%
2909	0.18647%
3001	0.18647%
3002	0.30956%
3003	0.27309%
3004	0.17735%
3005	0.16823%
3006	0.20014%
3007	0.11808%
3008	0.24118%
3009	0.18647%
3101	0.18966%
3102	0.31412%
3103	0.27765%
3104	0.18054%
3105	0.17142%
3106	0.20379%
3107	0.12082%
3108	0.24482%

95414356

UNIT

% OF COMMON OWNERSHIP

3109	0.18966%
3201	0.18966%
3202	0.31412%
3203	0.27765%
3204	0.18054%
3205	0.17142%
3206	0.20379%
3207	0.12082%
3208	0.24482%
3209	0.18966%
3301	0.18966%
3302	0.31412%
3303	0.27765%
3304	0.18054%
3305	0.17142%
3306	0.20379%
3307	0.12082%
3308	0.24482%
3309	0.18966%
3401	0.19285%
3402	0.31868%
3403	0.28221%
3404	0.18373%
3405	0.17461%
3406	0.20744%
3407	0.12355%
3408	0.24847%
3409	0.19285%
3501	0.19285%
3502	0.31868%
3503	0.28221%
3504	0.18373%
3505	0.17461%
3506	0.20744%
3507	0.12355%
3508	0.24847%
3509	0.19285%
3601	0.19285%
3602	0.31868%
3603	0.28221%

95414355

UNIT

% OF COMMON OWNERSHIP

3604	0.18373 %
3605	0.17461 %
3606	0.20744 %
3607	0.12355 %
3608	0.24847 %
3609	0.19285 %
3701	0.19604 %
3702	0.32324 %
3703	0.28677 %
3704	0.18692 %
3705	0.17780 %
3706	0.21109 %
3707	0.12629 %
3708	0.25212 %
3709	0.19604 %
3801	0.19604 %
3802	0.32324 %
3803	0.28677 %
3804	0.18692 %
3805	0.17780 %
3806	0.21109 %
3807	0.12629 %
3808	0.25212 %
3809	0.19604 %
3901	0.19604 %
3902	0.32324 %
3903	0.28677 %
3904	0.18692 %
3905	0.17780 %
3906	0.21109 %
3907	0.12629 %
3908	0.25212 %
3909	0.19604 %
4001	0.19923 %
4002	0.32780 %
4003	0.29133 %
4004	0.19011 %
4005	0.18100 %
4006	0.21473 %
4007	0.12902 %



UNIT

% OF COMMON OWNERSHIP

4008	0.25576%
4009	0.19923%
4101	0.19923%
4102	0.32780%
4103	0.29133%
4104	0.19011%
4105	0.18100%
4106	0.21473%
4107	0.12902%
4108	0.25576%
4109	0.19923%
4201	0.19923%
4202	0.32780%
4203	0.29133%
4204	0.19011%
4205	0.18100%
4206	0.21473%
4207	0.12902%
4208	0.25576%
4209	0.19923%
4301	0.19923%
4302	0.32780%
4303	0.29133%
4304	0.19011%
4305	0.18100%
4306	0.21473%
4307	0.12902%
4308	0.25576%
4309	0.19923%
4401	0.20242%
4402	0.33236%
4403	0.29588%
4404	0.19331%
4405	0.18419%
4406	0.21838%
4407	0.13176%
4408	0.25941%
4409	0.20242%
4501	0.20242%
4502	0.33236%

95414356

UNIT

% OF COMMON OWNERSHIP

4503	0.29588%
4504	0.19331%
4505	0.18419%
4506	0.21838%
4507	0.13176%
4508	0.25941%
4509	0.20242%
4601	0.20242%
4602	0.33236%
4603	0.29588%
4604	0.19331%
4605	0.18419%
4606	0.21838%
4607	0.13176%
4608	0.25941%
4609	0.20242%
4701	0.20242%
4702	0.33236%
4703	0.29588%
4704	0.19331%
4705	0.18419%
4706	0.21838%
4707	0.13176%
4708	0.25941%
4709	0.20242%
4801	0.20561%
4802	0.33692%
4803	0.30044%
4804	0.19650%
4805	0.18738%
4806	0.22203%
4807	0.13449%
4808	0.26306%
4809	0.20561%
4901	0.20561%
4902	0.33692%
4903	0.30044%
4904	0.19650%
4905	0.18738%
4906	0.22203%

UNIT

% OF COMMON OWNERSHIP

4907	0.13449%
4908	0.26306%
4909	0.20561%
5001	0.20561%
5002	0.33692%
5003	0.30044%
5004	0.19650%
5005	0.18738%
5006	0.22203%
5007	0.13449%
5008	0.26306%
5009	0.20561%
5101	0.20561%
5102	0.33692%
5103	0.30044%
5104	0.19650%
5105	0.18738%
5106	0.22203%
5107	0.13449%
5108	0.26306%
5109	0.20561%
5201	0.20881%
5202	0.34148%
5203	0.30500%
5204	0.19969%
5205	0.19057%
5206	0.22567%
5207	0.13723%
5208	0.26671%
5209	0.20881%
5301	0.20881%
5302	0.34148%
5303	0.30500%
5304	0.19969%
5305	0.19057%
5306	0.22567%
5307	0.13723%
5308	0.26671%
5309	0.20881%
5401	0.20881%

95414358

S O I 3 3

<u>UNIT</u>	<u>% OF COMMON OWNERSHIP</u>
5402	0.34148 %
5403	0.30500 %
5404	0.19969 %
5405	0.19057 %
5406	0.22567 %
5407	0.13723 %
5408	0.26671 %
5409	0.20881 %
5501	0.41032 %
5502	0.47870 %
5503	0.41032 %
5504	0.57001 %
5505	0.34193 %
<b>TOTAL</b>	<b>100.00000 %</b>

**THE PARKSHORE  
CONDOMINIUM  
ASSOCIATION**

**RULES HANDBOOK**

**08/01/2001**

**Revised 08/23/05**

**Revised Construction & Remodeling Procedures  
Effective 01/01/05**

# **THE PARKSHORE CONDOMINIUM**

## **RULES HANDBOOK**

### **INTRODUCTION**

These Rules are intended to provide a practical framework for everyday living that will help to ensure mutually comfortable surroundings, security, prestige and the value of your investment at The ParkShore.

The ParkShore Rules govern the conduct of all residents and persons on The ParkShore property at the invitation or permission of any resident. All residents are legally obligated to observe all of the provisions of the Condominium Declaration and By-Laws, as well as the Association Rules. Each unit owner and resident is responsible for the conduct of family members, guests and lessees. To the extent that the provisions of applicable law, the Declaration and By-Laws, and the Rules are in conflict, the provisions of applicable law control first, followed by the provisions of the Declaration and By-Laws, and then by the Rules.

As a matter of fairness to all unit owners and residents, the Rules will be enforced by the Board of Directors of The ParkShore Condominium Association in accordance with its' powers and duties. The rules, remedies and procedures set forth are not exclusive. The Association, acting through the Board, may, in addition to or instead of such rules, remedies and procedures, and at its sole discretion, take any action or utilize any procedure provided or allowed at law, in equity or in the Declaration and By-Laws.

While it is Management's responsibility to maintain the comfort, security and effective functioning of our Association through the implementation and enforcement of The ParkShore governing documents, all residents share this responsibility. Residents should feel obligated to help promote a positive community environment by supporting the governing documents, reporting circumstances that disrupt a comfortable and secure environment, and offering suggestions when changes are needed.

These rules and procedures contain items also found in the Declaration, which is always the governing document.

## **ADVERTISING / SOLICITATIONS**

Notices, signs, advertisements, or solicitations may not be posted in any Common Element, Limited Common Element, or delivered to residents' doors except by management.

## **APPLIANCES AND FIXTURES** (See also: Exhibit A — Construction & Remodeling Procedures)

1. Maintenance, repair, or replacement of appliances within individual units is the responsibility of the unit owner. The maintenance staff is prohibited from working on or repairing appliances except in cases of emergency.
2. Building staff or contractors may enter the unit without prior notice for emergencies.
3. Only liquid detergent may be used in the clothes washers and dishwashers.
4. Requests for relocation of dishwashers, clothes washers, dryers, or any fixtures must be submitted in writing to Management, along with a floor plan indicating desired placement of the appliance or fixture in the unit.
5. Improper, illegal, or unauthorized installation of an appliance or fixture is subject to removal or correction at the sole expense of the unit owner.

## **ASSESSMENTS, FINES AND OTHER CHARGES**

1. All monthly assessments, user charges, late charges, fines and other costs that the Association may charge under the Declaration, are due and payable by 5:00 p.m. on the first day of each month and considered late on the second day of the month. Management must receive payments no later than 5:00 p.m. on the 10th day of the month to avoid a late charge. Assessments and other fixed charges are due regardless of whether a statement is received.
2. Special assessments are due and payable on the date specified when assessed.
3. Unit owners are responsible for all unpaid service charges incurred by their lessees. Unit owners must provide Management with written notice authorizing lessees to initiate non-emergency maintenance requests from Association employees for which there is a charge. Damage charges, fines or other expenses resulting from a lessee's activities will be charged to the unit owner's account.
4. Payments for assessments and other charges must be mailed, deposited with Management, or paid through the approved electronic transfer/debit program.
5. Payments may only be made by check, money order, or direct debit. The Association charges a fee to unit owners and residents whose checks are returned for insufficient funds.
6. Payments are first applied to any outstanding charges on the account.

## **ATTIRE**

1. Footwear is required in all common areas, except the pool area, sundecks, and whirlpool area.
2. Swimwear must be covered while traveling to and from the pool area, sundecks, and whirlpool area.

## **BALCONIES** (See also: Barbecue Grills)

(Note: Balconies are defined in the Declaration as Limited Common Elements.)

1. No extraneous material may be affixed to or draped over the limited common elements.
2. Charcoal grills are prohibited. Gas grills are allowed. Balcony doors must be shut while grilling.
3. Resident must take means to prevent items from blowing from balconies.
4. Nothing may be swept, shaken or thrown out of windows, doors, or off balconies, or into the halls, stairwells, or elevators.
5. Unauthorized painting or modifying the balcony structure or aesthetics is prohibited.

### **BARBECUE GRILLS** (See also: Balconies)

1. Outside grilling is restricted to the gas barbecue grills located on the southeast side of the Plaza.
2. Grills are available to residents on a first-come, first-served basis.
3. Residents must clean the grills, close the vents, and place garbage in the proper receptacles after use.

### **BICYCLES**

1. Bicycles must be registered with Management at which time an identifying decal will be provided. The decal number is also the hook number where the bicycle must be stored. Management will remove unidentified bicycles from the Bicycle Storage Rooms. Bicycle space does not pass with the sale or lease of a unit.
2. A one-time registration fee will be required, at the discretion of the Board.
3. Only one bicycle per unit occupant may be registered and stored in the Bicycle Storage Rooms.
4. Only bicycles may be stored in the Bicycles Storage Rooms. Management will determine if space is available for child carriers/seats, or other child carrier bicycle attachments.
5. Access to the Bicycle Storage Rooms is through the use of a keyfob number, activated at registration.
6. Bicycles may not be brought onto passenger elevators, through the lobbies, garage valet area, or through the Plaza entrance. Residents leaving their units with a bicycle must use the freight elevator.

### **BOARD MEETINGS**

1. Only Unit Owners and other persons permitted by the Board may attend Board meetings.
2. All recordings of Board meetings, whether by tape or film, must be done in such a manner as not to disrupt the meeting.

### **BOARD MEMBER ELECTIONS** (See also: Page 17, Direct Voting Rule)

1. Any unit owner may seek election to the Board.
2. Candidates are allowed to campaign in accordance with The ParkShore election procedures.
3. The distribution of ParkShore election material will be subject to restricted times and places as the Board determines.
4. The Board of Directors will refrain from endorsing any candidate.

### **BULLETIN BOARDS**

1. The bulletin boards in the main lobby and on the P4 level are for the sole use of the Board, committees, and Management.
2. Only the bulletin board in the Receiving Room may be used for personal notices. Personal notices, posted by the resident, must be dated and appropriately sized (5" x 8" card is recommended). Management will remove old or inappropriate notices.

### **CABLE TELEVISION**

1. The Association provides the master antenna; an authorized cable provider provides cable TV service to the building. The Association has negotiated a contract with the provider for the entire building. The established base rate must be paid by each owner and is included on the owner's monthly statement.
2. Residents must contact the cable provider to arrange for installation or termination of service, or to order additional services.
3. Residents may not move or remove master antenna or cable equipment. The authorized cable provider must be contacted if a resident needs to relocate or add television outlets. Any interior renovation that affects the



location of either the master antenna or cable equipment requires prior Management approval. Residents who move or remove the master antenna or cable equipment will be held responsible for any system outages or charges to remove unauthorized connections.

4. Installation of a satellite dish on a limited common element is prohibited.

### **CARTS**

1. Carts must be returned by the resident to the door station within 20 minutes.
2. Carts may only be used in the building, the circle drive, and the garage.
3. Carts may not to be used to move in or move out.

### **CHILDREN**

1. Children must be accompanied by an adult in common areas.
2. Children under 16 are not permitted in the exercise facility or saunas.
3. Children under 16 must be accompanied by an adult at the pool, on the sun decks, the whirlpool area and, on the tennis court.

### **COMMON ELEMENTS** (See also: **Introduction; Disturbances; Health Club; Moving; Smoking**)

Common elements include all areas of the building and grounds except individual units.

1. Smoking is prohibited in all Common Elements except the outdoor Plaza area. Carrying lighted smoking materials in all Common Elements is also prohibited.
2. Loitering, running and playing are prohibited in all Common Elements.
3. No one may unreasonably disturb others in any of the Common Elements, both inside and outside of the building.
4. Bicycles, skateboards, roller skates/blades, and other recreational equipment may not be used in any Common Element. Children riding tricycles, accompanied by an adult, are allowed on the Plaza, but not on the tennis court.
5. City of Chicago Fire Department regulations prohibit placement of personal property in hallways, stairwells, or outside of locked storage areas. Association employees will remove any such articles without notice.
6. Common Element doors must not be tampered with or propped open.
7. Eating and drinking are not permitted in lobbies, hallways and elevators. Food and beverages must be transported in covered, non-breakable containers. Report spills to the Door Staff or Maintenance so that they may be cleaned up immediately.
8. Unit owners are financially responsible for damage to the Common Elements caused by themselves, their family, tenants, agents, guests, or pets.
9. The Common Elements may not be used for commercial purposes.
10. Posted signage, specific to particular areas, must be observed.

### **COMPLAINTS AND SUGGESTIONS** (See also: **Exhibit B — Complaint Procedures**)

Comments and complaints related to any ParkShore matter should be addressed in writing to Management. If the problem cannot be resolved with Management, it should be communicated in writing to the President of the Association, who will discuss it with the Board. Correspondence addressed to the Board, Board President or any Board member should be placed in a sealed envelope with "Personal" or "Confidential" noted on it.

**CONSTRUCTION** (See: Exhibit A — Construction & Remodeling Procedures)

**CONTRACTORS & SERVICE PERSONNEL** (See also: Deliveries; Guests; Security; Keys, Security Systems & Lockouts)

The Association recognizes the difference between construction contractors and service personnel. Procedures pertaining to construction contractors can be found in Exhibit A.

1. Service personnel are required to register with Management or with the loading dock attendant.
2. "Permission to Enter" forms, must be on file in the Management Office before access will be granted for service personnel or others. A fax authorization will be accepted if accompanied by a copy of a photo ID.
3. Residents may leave duplicate keys with Management for release to authorized persons. A driver's license, state ID, or photo ID must be left as security when checking out a resident's key.

**DELIVERIES** (See also: Contractors & Service Personnel; Guests; Security)

1. Packages should be delivered to the Receiving Room (cleaners) or directly to the resident. Door Staff may accept packages, at the resident's risk, only if the Receiving Room is closed, or the resident is not home.
2. Deliveries by outside vendors should be scheduled with Management and delivered through the loading dock or garage lobby entrance.
3. Either the freight or service elevator must be used for large deliveries. Large deliveries may not be brought through the main lobby.
4. Couriers or persons delivering food, medical and other small items, may be allowed on unit floors after signing in with the Door Staff and being announced.
5. The Association is not responsible for perishable items delivered to the building.

**DISTURBANCES** (See also: Introduction; Common Elements; Smoking)

1. Residents are expected to respect the privacy and quiet of other residents and to treat Association employees with respect.
2. Residents must not permit or participate in activities in the units or Common Elements that will unreasonably disturb or interfere with the rights and comfort of other unit owners or residents.
3. Sounds must be limited to a reasonable level consistent with the comfort of all residents of the building.
4. Smoke and other noxious or offensive odors must be contained within the unit.
5. Management has the authority to access a unit to investigate a disturbance complaint.
6. All residents and their guests must comply with a request by Association employees to cease a disturbance.

**DRAINS** (See also: Appliances & Fixtures)

1. Drain clogs should be reported immediately to Management or the Door Staff. There is no charge to the resident to clean a drain.
2. Caustic chemical drain openers, such as Drano, must not be used to clear clogged drains. The cost of repairs to plumbing caused by chemical agents will be charged to the unit owner.

**DRIVEWAY CIRCLE** (See also: Garage; Parking)

1. Vehicles may not block the driveway.
2. The circle driveway is to be used only for quick access. Active loading and unloading of passengers or small possessions of residents and their guests must be done so as not to block or impede traffic.
3. Harbor Drive is City property. The east/west extension drive and cul-de-sac leading to The ParkShore is

private property. **City of Chicago Fire Department regulations prohibit parking or standing in any area of this private driveway for any reason or for any length of time.**

4. Unattended vehicles may be towed at the owner's expense.
5. The Door Staff must be alerted if a person needs to leave a vehicle unattended to assist someone physically challenged.

Note: Residents are reminded that 30 minutes of free parking are available in the garage for residents and guests when there is a need to wait, or if loading and unloading cannot be done quickly.

### **EMERGENCY INFORMATION**

1. All residents must provide emergency contact information as required by Management.
2. Leaking water must be reported to the Door Staff or Management immediately.
3. Management reserves the right to enter the unit without prior notice for emergencies.

### **EMPLOYEES OF THE ASSOCIATION**

#### **1. All ParkShore Employees**

- A. The employees of The ParkShore include the office management staff, door staff, and maintenance staff. ParkShore employees have been assigned certain duties and charged with certain responsibilities by Management in order to secure maximum protection and maintenance for the building. No resident may attempt to vary their duties or give employees work orders or verbal instruction.
- B. Raised voices, profanity, or other abusive behavior toward building employees will not be tolerated. Disputes or problems should be brought to the attention of Management. Residents experiencing difficulties in resolving problems with the Property Manager should contact the Board of Directors in writing.
- C. All matters concerning the units or inquiries to the Board of Directors should be directed to Management. Correspondence addressed to the Board as "Board Only" or "Personal" or "Confidential" should be placed in a sealed envelope.

#### **2. Door Staff**

- A. Door Staff will provide access only to residents. Visitors must be announced for access, or must have authorized admittance via a "Permission to Enter" form on file.
- B. Door Staff are required to request identification to ensure proper admittance from any resident or guest unknown to them.
- C. Residents and visitors may not ask the Door Staff to do the following:
  1. Transport any items to or from a resident's unit, or perform other personal services that require the Door Staff to leave the area of their responsibility while on duty.
  2. Allow use of the Door Staff station telephone to make or receive an outside telephone call.
  3. Pass a visitor through to a unit without obtaining prior permission by telephone of the resident and securing any signature, when required.
  4. Disclose confidential resident information.

#### **3. Maintenance Staff**

All maintenance requests must be made to Management or, after hours, to the Door Staff.

**FLOOR COVERING** (See also: Exhibit A – Construction and Remodeling Procedures, Hard-surface Flooring Acoustical Requirements)

1. Any Unit Owner who wishes to alter his/her unit by installing hard surface flooring (e.g. ceramic tile, wood, slate, marble, vinyl, parquet, etc.) in any room, other than in bath and powder rooms, must obtain prior written approval of the Board of Directors through Management. Requests to the Board of Directors for the installation of hard surface flooring must include construction data and state the designed IIC rating at or above the level specified in Exhibit A under Hard-surface Flooring Acoustical Requirements.
2. Any floor suspected by Management of non-compliance with the requirements of the standards set in Exhibit A can be subject to inspection and testing by partial disassembly to examine its construction.
3. The Resident of any unit located immediately below a unit having hard surface flooring may, by written notice to the Board, request that the compliance of such flooring be investigated. If the Board determines that the flooring was installed prior to August 1, 2001, in full compliance with all rules and regulations in effect at the time of installation or that the flooring's Field Impact Insulation Class rating has previously been tested pursuant to the standards set in Exhibit A and found to be in compliance with these standards, no investigation will take place. The Board may have Management investigate other possible sources of excessive noise.

For any floor investigation, the Board may choose to engage an independent acoustical consultant to test the Field Impact Insulation Class of the flooring. The resident and/or unit owners involved in the complaint must cooperate fully with the consultant in testing the Field Impact Insulation Class rating of the flooring. The determination of the consultant is final and binding on all parties.

If the Field Impact Insulation Class rating of the flooring is found by the consultant not to be in compliance with the standards set in Exhibit A, the Unit Owner of the non-complying flooring must pay the full cost of the testing, and must bring the flooring into compliance with the standards within 30 days (or any extension the Board may grant) of the issuance of the test results.

If these requirements are not met, the Board may, in addition to exercising all of the other remedies provided for in the Declaration, levy a fine and require the Unit Owner of the non-compliant flooring to remove it or cover it with carpeting of sufficient thickness to meet Association sound level standards at the Unit Owner's expense. If the floor inspected is found, through testing, to be in compliance with ParkShore acoustical standards, the cost of the tests shall be borne by the complainant.

**GARAGE / PARKING**

1. Drivers must proceed slowly and cautiously through the garage, observing all posted signs and yellow striping. Vehicle lights must be on.
2. The Parking Area, as defined in the Declaration, must not be used to park any vehicle other than a passenger vehicle which may not exceed the following dimensions: a height of seven (7) feet; a width of eight (8) feet six (6) inches; and a length of eighteen (18) feet.
3. Only residents of the ParkShore may own or rent a parking right in the garage. Parking rights can be sold separately from a unit, but they can only be sold to another ParkShore owner. In order to sell a parking right, owners must use the Association's legal counsel to process and record the required amendment to the Declaration.
4. Residents must register all vehicles to be parked in the garage. All parking rights or leases must be properly registered with Management. A properly registered right will require an owner to provide Management with the following paperwork:
  - A. A recorded deed for each right that identifies a recorded deed number, is signed by all parties, and shows "parcel 4" identifying the type of parking right owned.

- B. Completion of a "garage registration form" for each right.
  - C. A copy of the vehicle registration for each vehicle registered.
  - D. A new registration form must be completed upon sale or lease of a parking right.
5. Registered vehicles must display a ParkShore parking decal on the driver's side of the front windshield or a ParkShore hangtag hung from the rear view mirror.
  6. At registration, residents will purchase a remote for garage access and exiting. If a remote is lost, it must be reported to Management immediately. Owners must turn in remotes upon sale or lease of a parking right.
  7. All motorcycle space usage will be handled on a lease basis. Motorcycles must be properly registered with Management.
  8. All unauthorized vehicles or vehicles illegally parked in the garage will be subject to towing at the vehicle owner's expense.
  9. No more than one vehicle at a time may be parked in each designated self-park space.
  10. Vehicle maintenance and vehicle repair may not be performed in the garage.
  11. Residents will be charged for any damage or cleaning required due to fluid leaks. Vehicles must be repaired within 30 days of notice by Garage Management. Cardboard is available through Garage Management to collect leaking fluid in order to protect the garage floor.
  12. Self-parkers may not store anything in their space other than their registered vehicle. Any such items will be removed and discarded without notification.
  13. Valet parking owners are not permitted to park or retrieve their vehicles at any time.
  14. Only garage employees may operate garage equipment.
  15. The garage management company, their employees, the ParkShore Condominium Association, its employees, its Managing Agent, and the Board do not assume any responsibility for any item lost or stolen while a vehicle is parked in the garage.
  16. Damage to a valet-parked vehicle must be reported to Garage Management.
  17. Residents are responsible for damage to the garage caused by them or their vehicles. Owners of vehicles that have caused damage to the garage must pay the cost to repair the damage within ten (10) business days of notification of the damage cost. If the Association is not reimbursed within thirty (30) days, the Board shall have similar remedies to the extent as described for the collection of delinquent fees and charges.
  18. Residents wishing to permit the use of their vehicle or parking space must complete a "Permission to Use" form available from Management. Garage management also requires that a photo ID be presented by the borrower of a vehicle.
  19. Unit owners who lease their parking rights to others must use a Board-approved lease, with a copy of the lease given to Management. Lessees must obey all parking rules. If a lessee fails to comply, he may be subject to cancellation of the parking lease.

## **GARBAGE**

1. All items for disposal through the garbage chute must be placed in plastic bags and securely tied.
2. Properly secured garbage must be pushed completely down the garbage chute before closing the chute door.
3. Diapers and animal litter must be double-bagged and tied before depositing down the garbage chute
4. Construction debris must not be thrown down the garbage chute.
5. Explosive, flammable, or other hazardous material, such as matches, lit cigarettes, etc., must not be thrown down the garbage chute. Please contact Management for proper disposal.
6. Cooking oil and grease must be collected in a can and sealed before disposal in the garbage chute.
7. Residents are responsible for the removal of their moving and packing boxes and material. These items must not be thrown down the garbage chute. Please contact Management for proper disposal of these items.
8. Other boxes may be left in the chute room neatly stacked against a wall.
9. For disposal of large items, such as furniture or appliances, residents must arrange for a cartage service to remove them by calling Management. Costs incurred by the Association for the removal of bulky items will be billed to the unit owner.

10. Newspaper, high-grade office paper, junk mail, mixed paper, magazines, and catalogues must be placed in the garbage room recycling bin.

**GUESTS** (See also: **Contractors & Service Personnel; Deliveries; Security**)

All guests must comply with all Rules of the Association while on ParkShore property. Unit owners and residents are responsible for the behavior of their guests.

**HEALTH CLUB** (See also: **Children; Common Elements**)

The Health Club consists of the Swimming Pool, the Sun Decks, the Fitness Center, the Whirlpool, and Men's and Women's Locker Rooms, each of which has a Sauna. The Health Club is located on the 56th floor, and is provided solely for the use of residents and their guests. The Association, Board, Managing Agent, and Association employees are not responsible for injuries or accidents incurred through use of the Health Club facilities, nor are they liable for any losses arising out of the use of Health Club facilities.

**General Rules for All Health Club Facilities**

1. No food is allowed in any Health Club facility.
2. All beverages must be in covered, non-breakable containers in all areas.
3. Smoking is prohibited in all Common Areas of the building, including the pool deck and upper sun deck, and Fitness Center.
4. Pets are not allowed on the entire 56th floor.
5. Proper attire must be worn specific to each facility, and cover-ups and footwear must be worn between the facilities and individual units.
6. Footwear must be worn in all interior areas of the 56th floor.
7. Radios, CD players, cassette players, or other such devices must be used with earphones in all common areas.

**Swimming Pool**

1. Posted hours of use must be observed.
2. Posted Illinois Department of Public Health regulations must be observed.
3. Children under the age of 16 must be accompanied by an adult at the pool and sundeck areas.
4. A shower should be taken before entering the pool, and again after the use of sun tan lotion before entering the pool.
5. Long hair must be contained in a bathing cap, braided, or gathered in a hair device.
6. Proper swimming attire must be worn when using the pool. Under shorts and cut-off jeans are not allowed.
7. Children not toilet trained must wear tight-fitting rubber or plastic pants in the pool.
8. Everyone must be dried off before exiting the pool/whirlpool/locker room area.
9. Pool chairs and sundeck chairs may not be saved.
10. No playpens, bicycles or wagons are permitted on the pool deck.
11. Behaving in such a way that disrupts the use, safety, and enjoyment of the pool by other people will not be tolerated, and offenders will be asked to leave.
12. The number of guests permitted at the swimming pool is limited to four (4) guests per unit.

**Sundecks**

Adults must accompany children under 16 years of age at all times on the upper sundeck.

**Fitness Center**

1. No food or alcoholic beverages are allowed in the fitness center.
2. No one under 16 years of age is permitted in the Fitness Center.
3. Proper attire must be worn, including athletic shoes and shirts.

4. Fitness Center users must adhere to all posted rules.
5. Posted instructions for equipment use must be followed at all times. Fitness Center users must not use the equipment in such a manner as to restrict its use by other users for unreasonable periods of time. Whenever someone is waiting, use of a particular piece of equipment must be confined to a maximum of 30 minutes.
6. Fitness Center users must wipe down equipment with a towel and provided cleaner after use.
7. Equipment may not be moved from Management-designated positions or removed from the Fitness Center.
8. Headsets must be used for music and TV.
9. Residents who are trainers may not use the fitness center to train non-residents. The trainee must be a resident of The ParkShore.

### **Locker Rooms and Saunas**

1. Lockers may not be used overnight.
2. Water must not be thrown on the heating coils in the saunas.
3. No one under the age of 16 is permitted to use or be in the saunas.
4. No alcoholic beverages are allowed in the saunas.

### **Whirlpool**

1. Children under 16 must be accompanied by an adult.
2. A shower should be taken before entering the whirlpool.
3. Proper swimming attire must be worn in the whirlpool.

### **HOSPITALITY ROOMS**

1. Use of a Hospitality Room by a resident is through a reservation process and completion of a contract with Management. Only a resident (21 years of age or older) of The ParkShore may reserve a Hospitality Room. Non-resident owners, whose units are leased, may not reserve a Hospitality Room during the term of the lease.
2. The resident reserving the room must be present throughout the function.
3. Hospitality Rooms reserved by residents for private events may not be used for commercial functions. No donations or fees for admissions, attendance, or for food or drinks may be charged, directly or indirectly, by any resident or guest for any function held in a Hospitality Room.
4. A contract for the use of a Hospitality Room means that guests are limited to the use of the room and the rest rooms on the respective floor and to no other common element facility. Guests of the event may be asked to leave if found in unauthorized common elements.
5. Excessive noise, inappropriate behavior, or the violation of these Rules may result in the function being stopped and guests asked to leave. The resident responsible for the event may be denied any future opportunity to reserve a Hospitality Room.
6. It is the responsibility of the resident who reserves the room to inform his guests of the rules. The resident is responsible for the conduct of his guests and for assuring that guests exit the building in an orderly fashion.
7. Wall decorations must be limited to the window walls.
8. The Association and the Social Committee have priority to reserve the Hospitality Rooms for Association-wide functions and meetings.
10. The resident reserving a Hospitality Room must abide by the rules, regulations, and procedures outlined in the contract for use of the room.
11. Residents and guests must adhere to the hours of use, maximum capacity limits, and Association rules.
12. Use of the Hospitality Rooms must not violate any laws or municipal ordinances.

### **INSURANCE**

Each Unit Owner shall be responsible for obtaining insurance on the contents of his own Unit and furnishings

and personal property therein, and his personal property stored elsewhere on the property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the common expenses. Effective January 1, 2003, the Board requires Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his or her guests, residents or invitees or regardless of any negligence when originating from the Unit. The insurance coverage shall be in a minimum amount of \$1,000,000. The personal liability of a Unit Owner as an Association member, must include the deductible of the Owner whose Unit was damaged, and any damage not covered by insurance required by this rule, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the Association may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In the event that the premium cost charged back to the Unit Owner is not paid, such outstanding amount shall be considered as an unpaid assessment and any and all rights that the Association may have with regard to collecting unpaid assessments shall extend to the unpaid premium advance. In no event is the Board liable to any person, either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amount of types of coverages obtained.

#### **KEYFOBS (See also: Keys, Security Systems & Lockouts)**

1. Building access control devices (keyfobs) are individually encoded and remain the property of the ParkShore. These devices must be returned to Management at the sale or transfer of any unit.
2. Lost/stolen keyfobs must be reported to Management. The unit owner will be charged for the replacement of all lost/stolen keyfobs.

#### **KEYS, SECURITY SYSTEMS, LOCKOUTS (See also: Contractors & Service Personnel; Keyfobs)**

1. Each unit owner must provide Management with a current set of keys and any access codes for all locks on each unit entry door and storage locker. If Management is not provided with a key or access code to a Unit, and is required to make a forced entry, the Unit Owner – not Management or the Association - will bear the expense of lock replacement and any other damage incurred. Keys kept in the Management Office will not be released under any circumstances other than those mentioned above.
2. Unit owners installing private alarm systems for a unit must notify Management prior to installation. Owners must register the alarm monitoring company's name and phone number with Management to allow entry in case of emergency. Individual security systems that are disruptive to other residents are not permitted. Unit owners are responsible for any costs incurred in removing such systems or modifying them in order to eliminate any disruption.
3. During office hours, there will be no charge for lockouts. After office hours, maintenance will open your unit door and a fee will be charged.
4. If a resident loses his key, Management should be contacted for a replacement. A fee will be charged for each key replaced. Maintenance staff will not make replacement keys in lieu of a resident paying a lockout charge.
5. During office hours, residents must leave duplicate keys with Management for release to their guests along with a "Permission to Enter" form. A driver's license, state ID or photo ID must be left as security when signing out a resident's key. After office hours, residents may leave a duplicate key and form with the Door Staff. Keys left with the Door Staff are left at the risk of the resident.

#### **LOCKER STORAGE**

1. In compliance with Chicago Fire Department regulations, explosive and flammable items must not be kept or



stored in lockers. Management has the right to remove them immediately without notification.

2. All personal items must be stored within the resident's assigned locker. Personal belongings outside of, on top of, or in unauthorized lockers will be removed and discarded if left unclaimed after forty-eight (48) hours notice to all owners.

## **MORTGAGES**

As required by the Condominium Act, within 15 days after the recording of a mortgage or trust deed against a unit, given by the unit owner of that unit to secure a debt, the unit owner must notify the Board in writing of the identity of the lender and the mailing address at which the lender can receive notices from the Association. Any unit owner who fails or refuses to do so will be liable to the Association for all costs, expenses, and reasonable attorneys' fees, and any other damages incurred by the Association as a result of such failure or refusal.

## **MOVING (See also: Common Elements)**

1. Move-ins and move-outs must be scheduled through Management.
2. The resident must pay all required fees and deposits.
3. Only the assigned freight elevator may be used.
4. All moves must take place Monday through Friday, except legal holidays, between 8:00 a.m. and 4:30 p.m. and on Saturdays between 8:00 a.m. and 2:00 p.m. A fee is charged for use of the dock after hours.
5. The resident or his designee must be present within the unit at all times during the move to supervise moving personnel.
6. Placement of elevator pads, chute room door pads, setting the elevator for independent service, and instructing the moving personnel on the proper way to operate the elevator will be handled by the building engineer or the loading dock supervisor.

## **NOISE (See: Disturbances)**

## **PETS**

1. Only dogs, cats, birds, tropical/goldfish, and other usual household pets which are of a breed or variety commonly kept as household pets in first-class condominium buildings located in Chicago may be kept in a unit, provided they do not constitute a nuisance to other residents. Except for aquarium fish, no more than two (2) household pets may be kept in any unit at any one time. Under no condition may an animal be kept for breeding or for any other commercial purpose.
2. Residents who keep a pet assume full responsibility for any personal injury or property damage caused by their pets, and shall indemnify and hold harmless the Association and its agents for any loss or liability arising from pets kept in their units. This responsibility extends to pets owned by or in the custody of guests of the resident.
3. All dogs must be registered with Management. Proof of current inoculations and compliance with City ordinances will be required, and file photographs will be taken of the pet owner and the pet(s). A fee to cover the cost of registration will be set by the Board. Visiting dogs must also be registered with Management, and the maximum limit of two pets per unit must be maintained.
4. Pets are permitted only in Common areas of the property as needed to transport them to and from or within the building. Pets are not allowed in the lobby areas between the elevator landing and the front entrance. Any pet owner entering or exiting the building from the Plaza level with his/her pet must enter or exit the building only through the door on the south side of the Plaza level. The south side door is accessible to/from the freight elevator through the rear lobby exit corridor beyond the main elevator lobby.
5. Residents must use the large freight elevator, service elevator or stairwells to transport pets. In those instances when there are mechanical problems (freight and service elevators not operating, or south or P4

level doors not in service) or in emergency situations, rules prohibiting pet traffic in passenger elevators and the lobbies will be temporarily suspended, as necessary, until normal operations are restored.

6. Pets must be carried or on a leash sufficiently short to prevent jumping onto, or at, other persons or pets. Pets are not allowed to run loose on, or be tied to, any portion of the property.
7. Pets are only allowed on the Plaza to access the Pet Relief Area or to exit/enter the South access door to/from the driveway circle.
8. The fenced-in area of the ParkShore property on the north side of the Plaza level, accessed via the south door on the Plaza level, is designated as a pet relief area. This area is available only during the evening, night, and early morning weekday hours of 5 p.m. to 8 a.m., and on weekends and official U.S. federal holidays during the hours of 5 p.m. to 10 a.m.
9. Pet relief is prohibited on all other ParkShore property; this prohibition includes the walls or any portion of the building for relief.
10. Each pet owner is responsible for picking up his/her animal's solid waste.
11. If a pet eliminates waste anywhere on the ParkShore property, the owner is responsible for the clean up and immediately notifying management about the accident in the event a deodorizer or additional clean up is needed.

**REAL ESTATE BROKERS** (See also: **Keys, Security Systems, Lockouts**)

1. When unit owners are not at home, real estate brokers will only be admitted into the building to show a unit for sale or rent after a "Permission to Enter" form has been submitted. During office hours, keys may be left with Management. After hours, keys may be left with the Door Staff.
2. Management must be notified of an open house at least 24 hours in advance. The broker or unit owner must provide an extra person to escort the prospects to and from the unit and lobby area. Open house notices may be placed only on the bulletin board in the cleaners/valet area.

**RECEIVING ROOM** (See also: **Contractors & Service Personnel; Deliveries**)

The Receiving Room attendant accepts packages for unit owners and residents. Association staff does not have access to the Receiving Room.

A resident may not ask the Receiving Room attendant to unload furniture or major appliances, or accept groceries.

**REMODELING AND CONSTRUCTION** (See Exhibit A — **Construction & Remodeling Rules**)

**SALE OF UNITS**

1. Subject to Section 12 of the Declaration, unit owners may transfer, without restriction, their entire unit. Notice of transfer must be given to the Board, in the manner provided, within five (5) days following consummation of transfer.
2. If a sale of a unit is attempted or consummated without proper notice, the sale is subject to the rights and options of the Board, including denial or termination of possession of the Unit. The Board may prevent the purchaser(s) from occupying the unit and levy a fine against the owner.

**SECURITY** (See also: see **Keyfobs; Keys, Security Systems & Lockouts**)

Each resident is responsible for helping to maintain a secure environment at The ParkShore.

1. Lost key fobs must be reported immediately to Management.

2. Residents should not allow anyone unfamiliar, or any unauthorized non-residents, access to the common areas, or allow anyone unfamiliar or unauthorized to enter the building or garage after them. Any security concerns, including an attempt by any unauthorized non-resident to gain access into the building, garage, or common areas, should be reported immediately to the Door Staff, Management, or Maintenance Staff.
3. New residents should introduce themselves to the Door Staff. All residents and guests must identify themselves upon request of the Door Staff. The Door Staff are instructed to stop any unauthorized persons from entering the building.
4. All persons visiting a unit for commercial purposes, or any non-resident who uses The ParkShore Cleaners, must sign in and leave a photo ID at the Door Staff station or with the loading dock manager. Any one refusing to comply may be denied access to the building.

### **SMOKE ALARMS**

The City of Chicago requires that all residential units be equipped with a smoke detector wired to a 110-volt supply. Residents are advised to test their smoke detectors monthly.

### **SMOKING/NOXIOUS ODORS** (See also: **Introduction; Common Elements; Disturbances**)

1. A City of Chicago ordinance and these Rules prohibit smoking or carrying lighted smoking materials in elevators. Carrying lighted smoking materials in all common elements is also prohibited.
2. Each Unit Owner, and any other person occupying a Unit, shall take any and all steps, measures and/or precautions as shall be necessary and sufficient to prevent smoke of any sort, or any other noxious, toxic or harmful substance, gas, liquid, or odor from escaping the boundaries or confines of that Unit and/or of its Limited Common Elements. Such steps may include, but may not be limited to, sealing the Unit to prevent odor transmission, adapting the flow of ventilation fans to prevent odor transmission, restricting smoking or any other odor producing activity to a certain area of the Unit as directed by management, or permanently refraining from smoking or any other activity which creates an offensive odor. Any such escape of odor which unreasonably annoys, injures or endangers the comfort, repose, health or safety of any person(s) lawfully occupying any other Unit or using any of the Common Elements of the Condominium, shall constitute a nuisance in violation of Section 7.1(f) of the Condominium Declaration.

### **TENNIS COURT**

1. The tennis court is for the exclusive use of ParkShore residents and their guests.
2. Residents must make a reservation to use the tennis court no more than 48 hours in advance unless they have made special arrangements with Management. Registration sheets are available at the Door Staff station.
3. The tennis court is to be used only for playing tennis.
4. Reservations/play on the tennis court is limited to one (1) hour per set/group of players, unless no party is waiting for use of the court.

### **USE & OCCUPANCY**

1. Under the Condominium Act, all leases and tenant occupancies are subject to the Declaration of Condominium Ownership and rules and regulations of the Association.
2. Each unit shall be used primarily for residential purposes. Limited business activity may take place in any unit. Residents may use their units as home offices and receive occasional business guests. This rule does not prohibit charitable activities that do not generate regular visitor traffic.
3. All new occupants must submit and/or complete the following:
  - A. An occupancy registration form listing all occupants (and pets) to Management.
  - B. Proof of ownership (closing statement and copy of warranty or other deed), or a written lease or sublease,

or a memorandum of an oral lease or sublease, that includes a start date and a termination date, within 10 days after the lease or sublease is executed and prior to occupancy.

- C. Schedule and attend a building orientation meeting.
- D. Each move in or move out requiring the use of the freight elevator requires a refundable damage deposit, payable at the Management Office before a move can be scheduled.
- E. Each unit owner renting or leasing a unit will be required to pay a fee before for the start of each new tenant occupancy.

### **UNIT ENTRANCE DOORS**

- 1. The exterior of a unit door may not be altered or changed in any manner without written Board approval.
- 2. The unit doors and locks are Limited Common Elements defined as part of the unit. Under the Declaration, the repair and maintenance of unit doors are the owner's responsibility.
- 3. Insulation strips or other devices which restrict the flow of air into a unit from the corridor are not permitted.
- 4. Propping open a unit door is prohibited.

### **VENTILATION**

- 1. No devices may be installed in the ventilation ducts.
- 2. Venting appliances into the building ventilation system is strictly prohibited.

### **VIOLATIONS (See Exhibit B — Steps in the Complaint Process)**

- 1. In the event of a problem between residents, the respective parties are requested to attempt to resolve these matters directly in a friendly and neighborly manner. If these attempts are unsatisfactory, then the procedures outlined in EXHIBIT B apply.
- 2. Complaints, which allege a violation of the Condominium Instruments or Rules, must be made in writing to Management.

### **WINDOWS (See also Windows under Construction and Remodeling Procedures in Exhibit B)**

- 1. Windows and sliding glass doors must be kept tightly closed and locked during cold or inclement weather.
- 2. No material or objects of any kind may be affixed to the surface of any window.
- 3. All window coverings must be white or ivory on the outside facing side.

## THE PARKSHORE CONDOMINIUM ASSOCIATION

# DIRECT VOTING RULE

Adopted Tuesday, April 27, 2004

In all elections for board members, voting will be conducted exclusively by means of an Association-issued direct voting ballot ("Ballot") in accordance with the following procedures and timetable. As authorized by Section 18(b)(9) of the Illinois Condominium Property Act, voting by proxy is not permitted.

**Preliminary Notification of Annual Meeting:** A preliminary notification of the annual meeting will be distributed to each Voting Member approximately 60 days before the annual meeting (but not less than 21 days before Ballots are distributed). The preliminary notification will establish a single deadline (the "Deadline") for candidates to provide the Management Office with (a) written notice of their intent to run for election to the board, and (b) biographical and background information on one side of a 8.5" x 11" sheet of paper. The Deadline will be no more than 7 days before Ballots are distributed to Voting Members.

**Candidates and Biographical Information:** The names of all candidates who provide the Management Office with written notice of their intent to run for election to the board by the Deadline will appear on the Ballot. The Ballot will also provide space for votes for write-in candidates. All Candidates who submit biographical and background information to the Management Office in the prescribed format by the Deadline will have copies of that information distributed with the Ballot.

**Distribution of Ballots, Notice and Biographical Information:** A Ballot will be distributed to each Voting Member approximately 21 days (but not less than 10 days or more than 30 days) before the annual meeting, together with official notice of the annual meeting and copies of biographical and background information timely submitted by candidates in the prescribed format.

**Submission of Ballots:** Voting Members may submit completed Ballots in any of the following ways: (1) in person at the annual meeting, (2) by depositing a Ballot in the Ballot box in the building lobby at any time until one hour before the annual meeting, or (3) by delivery to the Management Office (or another location specified on the Ballot) by personal delivery, U.S. Mail, over-night delivery, messenger delivery, fax or email attachment, so that the Ballot is received at least five hours before the annual meeting. Ballots received after the close of voting shall not be counted. A replacement Ballot will be provided by the Management Office to a Voting Member upon request. Submission of a replacement Ballot will void and supersede any Ballot previously submitted for that unit.

**Ballots Must be Signed:** In order to verify the status of the Voting Member casting a Ballot, each Ballot must be signed by the Voting Member. Any Ballot submitted without the signature of the unit's Voting Member will not be counted.

## EXHIBIT A

# THE PARKSHORE CONDOMINIUM ASSOCIATION REVISED CONSTRUCTION & REMODELING PROCEDURES

Effective January 1, 2005

These procedures provide minimum guidelines and are not an all-inclusive list of regulations and requirements. Per the Declaration of The ParkShore Condominium Association and the Illinois Condominium Property Act, all Unit Owners are responsible for the actions of their Contractors/Vendors, service personnel and employees. The following work hours, noise and odor requirements, and window prohibitions are applicable to all categories of construction/remodeling work and all service work.

### WORK HOURS

- 8:00 AM – 5:00 PM, Monday – Saturday
- NO WORK shall be permitted on Sundays or holidays
- Contractor/Vendor personnel shall not enter the building prior to 7:45 AM on permitted days
- Contractor/Vendor personnel shall exit the building no later than 5:00 PM on permitted days

### NOISE & ODOR

- Any remodeling or construction work generating noise or chemical odors that may impact or affect other residents shall be scheduled with the Management Office a minimum of 48-hours in advance, so that appropriate notice may be provided to surrounding units
- Noise or chemical odor detectable outside of a unit shall not be permitted prior to 8:00 AM on weekdays
- Noise or chemical odor detectable outside of a unit shall not be permitted on Saturdays, Sundays or holidays

### WINDOWS

- Alterations to the perimeter window wall system shall not be permitted and are strictly prohibited
- Window treatment hardware shall not be attached to the window frames

## CONSTRUCTION/REMODELING CATEGORIES

Remodeling projects are divided into three categories. Typically, A and B projects will have minimal requirements for the Unit Owner. Category C projects require submission of detailed information including City of Chicago work permits as necessary, Certificates of Insurance, Management review and Board approval, before any work shall be permitted on the premises.

## **CATEGORY A/B**

**CATEGORY A/B PROJECTS** Category A/B projects include but are not limited to the following:

- Painting and wallpapering
- Installation or hanging of blinds, draperies or other window treatments
- Carpet cleaning, carpet repair or installation/removal of carpeting
- Repair and/or **straight replacement** of kitchen cabinets and/or countertops
- Repair and/or **straight replacement** of appliances; including microwaves, stoves, ovens, dishwashers, refrigerators and washers/dryers
- Repair and/or **straight replacement** of plumbing fixtures; including faucets, sinks and toilets

**CATEGORY A/B PROJECT REQUIREMENTS** Category A/B requirements include but are not limited to the following:

- All Contractor/Vendor personnel shall enter the building through the Dock Office located on the P4 level
- All Contractor/Vendor personnel shall register with either the Dock Office located on the P4 level, or the Management Office located on the first floor level
- Unit Owners shall provide written *Permission to Enter* forms for all Contractors/Vendors
- Unit Owners shall have an insurance policy providing a minimum of \$1,000,000 in liability coverage as required by the Association's Rules and Regulation; proof of current insurance coverage shall be on file at The ParkShore Management Office before any Contractors/Vendors or other service personnel are permitted to enter the building for a specific Unit

## **CATEGORY C**

**CATEGORY C PROJECTS** Category C projects include but are not limited to the following:

- Installation of refrigerators involving new ice-makers or water faucets
- Installation of "whole-house" humidifiers
- Installation of whirlpool tubs, wet bars, saunas, etc.
- Installation or replacement of hard surface flooring; including hardwood flooring, man-made hard material flooring, marble, granite, porcelain or ceramic tiles, etc.
- Alteration, termination, or re-routing of plumbing pipes and vents, of any electric or ventilation components, telephone, cable television or master antenna conduit, wires, ducts, or any other system components
- Modification of any Limited Common Elements, including but not limited to individual unit ventilation (HVAC) equipment in the dwelling Unit
- Elimination or movement of Unit entry doors
- Alteration, removal or relocation, of existing walls, or construction of new walls, partitions, or soffits
- Modification of any building structural elements
- Combination of dwelling Units

**CATEGORY C PROJECT REQUIREMENTS** Typical Category C projects include items that may affect common elements, appliances, plumbing, electrical, ventilation, fire protection, telephone, master antenna systems, or other building components. Category C requirements include but are not limited to the following:

- Formal approval by the Board of Directors prior to the commencement of any construction, demolition or remodeling work
- A written scope of work; including any/all specifications and/or detailed plans of proposed work to take place within the dwelling Unit
- A list of all Contractors/Vendors and Subcontractors; including names, addresses, phone numbers and emergency contact numbers
- A written project timeline; including anticipated starting and completion dates
- Drawings of demolition and proposed changes, sealed by a licensed architect or engineer if required by the City of Chicago
- Copies of all permits as required by City of Chicago code
- Copies of all Contractor/Vendor licenses, if applicable
- Unit Owners shall notify Management in writing of any change to the scope of work, project dates, etc. after project approval; changes may necessitate further Board review
- Initial and ongoing inspection of work by a designated Association representative, whether Management or Maintenance staff members
- Acoustical requirements for installation or replacement of hard surface flooring
- Inspection of underlayment prior to the complete installation of hard surface flooring
- Inspection prior to the replacement of removed walls or installation of new walls before closing or sealing areas concealing plumbing or electrical work
- Inspection of any work by the Association's architectural or engineering representatives as needed at the discretion of the Association; the cost of which shall be charged to the Unit Owner
- Turnover of any removed ventilator equipment to the Association in good working order, if approved for the scope of the work
- Completion of a signed agreement to transfer ownership of Common Area space from the Association to the Unit Owner when applicable
- Unit Owners shall provide written *Permission to Enter* forms for all Contractors/Vendors
- All Contractor/Vendor personnel shall enter the building through the Dock Office located on the P4 level
- All Contractor/Vendor personnel shall register with either the Dock Office located on the P4 level, or the Management Office located on the first floor level
- Provide a copy of the Association's *Contractor Procedures* to all Contractors/Vendors
- Submit a copy of the *Contractor Procedures*, signed by the hired Contractors/Vendors
- Submit a copy of the *Remodeling Checklist*, signed by the Unit Owner
- Submit all required Certificates of Insurance as outlined in *Category C Insurance Requirements*

**NOTE:** Certificates of Insurance and copies of City of Chicago permits may be submitted after project approval, but shall be submitted prior to the commencement of any work at the building. All other requirements shall be met and/or submitted prior to the Board's review and approval. Refer to the *Remodeling Checklist*.



**CATEGORY "C" INSURANCE REQUIREMENTS**

- **UNIT OWNER INSURANCE REQUIREMENTS:** The Unit Owner shall have a policy providing a minimum of \$1,000,000 in liability coverage as required by the Association's Rules and Regulation. Proof of current insurance coverage shall be on file at The ParkShore Management Office before any work is permitted to begin.
- **CONTRACTOR/VENDOR INSURANCE REQUIREMENTS:** The Contractor's/Vendor's Certificates of Insurance shall be submitted to Management before work is permitted to begin. Insurance coverage shall be written with a company having at least an "A" policyholder's rating and a minimum Class 10 financial rating as listed in the latest edition of the Best Insurance Guide. The ParkShore Condominium Association, its Board of Directors and Community Specialists, as Managing Agent, shall be listed as "additional insured" on the Certificate in order for it to be considered valid. During the term of the contract, the Contractor/Vendor shall, at its expense, purchase and maintain insurance as follows:
  - Workers' Compensation:
    1. Basic policy including occupational disease; statutory limits
    2. Employer's Liability; statutory limits
    3. Contractors having offices or places of hire outside the state of Illinois shall attach or otherwise provide proof of an "All States" endorsement
  - Public Liability - Comprehensive Form:
    1. Minimum limits:
      - Bodily injury: **\$1,000,000 per person /\$1,000,000 per occurrence**
      - Property damage: **\$1,000,000 per occurrence/\$1,000,000 aggregate**
    2. Included Coverage – Comprehensive Form
      - Premises and Operations
      - Elevators
      - Independent Contractors
      - Contractual
      - Completed Operations (coverage in force 1-year after completion)
      - Bodily Injury; including Personal Injury
      - Property Damage; including Broad Form on occurrence basis
      - Property Damage; removing "XC" exclusion
      - Property Damage; removing "U" exclusion
      - Scaffolding Act Liability
  - Automobile Liability:
    1. Minimum limits:
      - Bodily injury: **\$1,000,000 per person /\$1,000,000 per occurrence**
      - Property damage: **\$1,000,000 per occurrence/\$1,000,000 aggregate**
    2. Included Coverage – Comprehensive Form
      - Owned vehicles
      - Non-Owned vehicles
      - Hired vehicles
      - Property Damage; including on occurrence basis
  - Additional Insured: The following must be named as additional insured:
    - The ParkShore Condominium Association
    - Its Board of Directors
    - Community Specialists, as Managing Agent

**GUIDELINES & GENERAL CONDITIONS**  
**FOR CATEGORY A/B AND C WORK**

- ❖ **ARCHITECTURAL FEE:** An architectural fee may be charged to the Unit Owner for review of plans, if required, and for each specific project and/or inspection during work.
- ❖ **FREIGHT ELEVATOR & DOCK AREAS:** Contractors/Vendors shall transport all materials through the Freight Elevator and schedule deliveries/movement in advance through the Dock Office. Personnel shall use the Freight or Service Elevator at all times. All materials and equipment shall be loaded and unloaded in the loading zone area and immediately transported to the Unit. Contractor vehicles shall be removed from the loading zone area after unloading. Parking for contractors, vendors, or service personnel is not available or permitted at the loading dock. Failure to comply shall result in vehicles towed at the vehicle owner's expense and the Contractor/Vendor being barred from future work in the building. A fee may be charged for use of the Freight Elevator.
- ❖ **WORK IN ACCORDANCE WITH PLANS:** All work shall be performed in strict accordance with the plans as reviewed by the Board. Changes must be resubmitted for approval before construction may proceed.
- ❖ **WORK IN ACCORDANCE WITH THE DECLARATION:** The work will conform to The ParkShore Condominium Declaration of Covenants, Conditions, Restrictions and Easements and Association Rules and Regulations.
- ❖ **QUALIFICATION OF CONTRACTOR/VENDOR:** The Unit Owner shall be able to provide evidence that all work shall be performed and completed by a qualified Contractor/Vendor or individual capable of performing the project in a safe and workmanlike manner.
- ❖ **INSPECTION OF WORK:** All work is subject to inspection by the Association's representative. The Association reserves the right for Management to immediately cause any unapproved, noncompliant or unsubstantial work to cease and desist upon direction.
- ❖ **AS-BUILT PLANS:** As the project warrants, the Unit Owner shall supply Management with final as-built plans at a ¼-inch scale within 30-days of completion of the project work.
- ❖ **EXTERIOR ALTERATION STRICTLY PROHIBITED:** No alteration shall be made to the exterior of the unit without explicit written permission and consent of the Board of Directors.
- ❖ **DAMAGE TO COMMON ELEMENTS:** The Unit Owner shall be responsible for any damage caused by the work, whether in other dwelling units or the Common Area. Any necessary repair or cleaning performed by the Maintenance staff at the direction of Management will be charged to the Unit Owner. Contractor/Vendor shall place clean mats throughout the corridor where carpet may be subject to damage or dirt. Corridor vacuuming is to be done at the end of each workday. Work shall not take place in the Common Area. Delivery and removal of materials shall be confined to carts and dollies appropriate for transportation over carpeting. No materials shall be kept or stored in the Common Area. Chute room doors shall be covered with durable material to prevent damage.

- ❖ **DUMPSTER USE:** Prior arrangements are required for use of the Association's dumpster. Fees for debris or waste removal will be charged to the Unit Owner at the published rates.
- ❖ **GARBAGE CHUTE:** The use of the garbage/trash chute shall be prohibited for Contractor/Vendor personnel.
- ❖ **RESTROOM FACILITIES:** Common Area restrooms are not available for use by Contractor/Vendor personnel. Personnel shall use the restroom facilities in the project Unit.
- ❖ **LUNCH & WORK BREAKS:** Eating and/or lounging shall not be permitted in Common Areas or on the sidewalks surrounding the building exterior.
- ❖ **BUILDING ACCESS/DISPLAYED IDENTIFICATION:** All Contractor/Vendor personnel shall be issued temporary ID that individuals shall wear prominently displayed at all times.
- ❖ **BUILDING ACCESS/PROHIBITED AREAS:** All Contractor/Vendor personnel shall enter the building through the Dock Office located on the P4 level. Contractor/Vendor personnel are specifically prohibited from the following areas:
  - Common Areas not leading to the work site
  - Main Lobby
  - Health Club
  - Pool/Deck Area
  - Hospitality Rooms
  - Passenger Elevators
- ❖ **NO SMOKING IN COMMON AREAS:** The ParkShore Condominium Association is a smoke-free building. No smoking shall be permitted in the Common Areas or at the front entrance to the building. Contractor/Vendor personnel may smoke in the project Unit at the discretion of individual Unit Owners.
- ❖ **DELIVERIES:** Contractor/Vendor shall be solely responsible for any/all deliveries. Contractors/Vendors shall transport all materials through the Freight Elevator and schedule deliveries/movement in advance through the Dock Office. Personnel shall use the Freight or Service Elevator as directed for deliveries. Unscheduled deliveries are subject to refusal.
- ❖ **RISER WATER SHUTDOWNS:** A verbal and/or written request for any riser water shutdown shall be submitted to Management at least 3-days prior to the desired work date. Management will schedule all water riser shutdowns. Shutdowns are permitted between 10:00 AM – 3:00 PM, Monday – Friday, at published rates.
- ❖ **TELEPHONE, CABLE TV & OTHER ASSOCIATION CONDUIT/WIRING:** Contractors/Vendors shall be responsible for any disruption in telephone service, cable television service, etc., due to Contractor/Vendor actions; whether the resulting disruption is intentional or unintentional. Contractors/Vendors shall be responsible for the arrangements and cost to restore any and all such lost services, including the expense of telephone or cable television vendors.

**ELECTRICAL WORK REQUIREMENTS**

- All electrical work shall be performed by a licensed electrician according to applicable state and municipal codes
- Electrical panels shall have an unobstructed clearance of 30-inches minimum; adjustable shelves and removable closet rods are considered obstructions
- Electrical boxes shall not be buried in walls or floors after the removal of a receptacle or fixture until all wiring has been removed
- Electrical panels shall be covered or protected at all times during work
- All steam showers, sauna, or whirlpool electrical components and enclosures shall be reviewed by Management or Maintenance at Management's direction prior to installation
- All work completed on telephone lines shall be performed by a qualified low-voltage telephone line specialist as approved by Management
- All work performed on cable television wiring shall be completed by the Association's approved cable vendor
- Channeling of support columns and shear walls shall not be permitted
- Channeling of floor slabs shall not exceed 1" in depth or the depth of the reinforcing bars, whichever is less; floor channeling shall only be performed according to architectural review and applicable codes

**GENERAL CARPENTRY REQUIREMENTS**

- All work shall be completed in accordance with applicable state and municipal codes
- A minimum of one layer of ½-inch gypsum board, each side over 3&5/8-inch metal studs spaced 16-inches on center, shall be required for all interior partitions
- A minimum of 2-layers of ½-inch gypsum board on each side of 3&5/8-inch of metal studs spaced 24-inches on center with not less 2-inches OFC friction fit sound batt insulation shall be required for all party walls between dwelling Units
- A minimum of 1-layer of 5/8-inch fire rated gypsum wallboard, each side over 3&5/8-inch metal studs spaced 24-inches on center, shall be required for all corridor walls
- All doors shall consist of metal frames and fire resistant door panels; treated, fire resistant wood is allowed for the framing of the door jamb if a custom door is required; fire treated wood sub-floor is required
- Main entrance doors shall be solid core doors with a minimum of two-hour fire rating (U.L. Listed Fire Label); doors shall be in compliance with the type, color, and style door which the Association determines to be a building standard
- Debris shall not be permitted to accumulate on the work site; flammable materials shall never be permitted to be stored on the work site
- Door closers shall be required on all Unit entry doors
- Weather-stripping or door sweeps shall not be applied to Unit entry doors

### **PLUMBING REQUIREMENTS**

- All Plumbing work shall be performed by a licensed plumber according to state and municipal codes
- Relocation of water risers, waste lines, open site relief drains, or venting stacks shall be strictly prohibited
- Connections made to the building venting or plumbing risers shall be pre-approved prior to installation, and shall be inspected prior to replacing walls or otherwise concealing work
- Individual shut off valves shall be required for all newly installed fixtures
- Dielectric unions shall be installed on all domestic plumbing fixtures
- Drain lines which exceed a 5-foot run from the fixtures to the main waste line shall be properly vented
- Manufacturer's specifications for whirlpool, jacuzzi, sauna, and spa installations indicating weight of the tub shall be submitted to Management for Board approval; Loads shall not exceed the specified floor slab capacities
- "Gray boxes" shall be used to feed and drain water for washing machines

### **MECHANICAL, FIRE PROTECTION & STRUCTURAL REQUIREMENTS**

- Chase openings, pipe or duct work shall be re-insulated if altered in any way
- Any work on the common mechanical chase or penetration of structural columns or elements shall be strictly prohibited
- Connections to venting systems for the purpose of exhausting a dryer, appliance, or down-draft type kitchen exhaust shall be strictly prohibited; only ventless dryers shall be installed
- Work shall be detailed to permit removal of and service to HVAC units; a minimum opening of 2-inches shall be maintained in front of all HVAC units for return air
- No modification or relocation of sprinkler system elements shall be permitted without Association approval
- Live loads shall not exceed 40-pounds per square inch
- Cutting of concrete reinforcing bars shall be strictly prohibited

### **HARD SURFACE FLOORING ACOUSTICAL REQUIREMENTS**

Effective August 1, 2001, hard surface flooring must be installed such that the finished floor system satisfies the following performance specifications:

- The finished floor system shall have a **Field Impact Insulation Class** rating of at least fifty-six (56) for plank or parquet type interlocking floor systems and at least a fifty-nine (59) for ceramic tile type flooring when tested in accordance with the American Society of Testing Materials Designation E-1007-84 (Field Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling Assemblies and Associated Support Structures)
- Classification shall be in accordance with ASTM designation E-989-84 (Determination of Impact Insulation Class)
- Requests to the Board of Directors for the installation of hard surface flooring shall include construction data and state the designed IIC rating at or above the level specified above

## EXHIBIT B

# THE PARKSHORE CONDOMINIUM ASSOCIATION COMPLAINT PROCEDURES

When a resident of The ParkShore, an employee of The ParkShore, or Management has a complaint that may be a violation of The ParkShore Rules and personal attempts at resolution cannot resolve the situation, the following steps are to be followed:

1. The residents contacts Management for an explanation of the process of filing a specific complaint against another resident.
2. Management will explain the complaint process to the resident (Complainant) and provide the proper form for the complaint. Management will also talk with the Complainant to determine if the complaint can be resolved in a less formal manner.
3. If the Complainant submits the violation form (B-1) to Management, several actions will be taken:
  - A. Management will investigate and obtain available evidence as support for any of the parties. If the evidence contradicts the specifics of the complaint, Management will contact the Complainant to discuss the findings. At this point the Complainant may withdraw the complaint.
  - B. If the investigated material supports the complaint, Management will schedule a hearing and notify all parties of the time and place of the hearing.
4. Management will determine if the Association legal counsel should be present for the hearing, and if so, make the appropriate arrangements.
5. The hearing panel will consider the presentations of the Complainant and the Respondent. When the panel is satisfied that all reasonable positions have been heard, they will deliberate and agree on a decision as to the validity of the complaint. As soon as possible, the panel will submit a written report to the Board, including both the majority and minority opinions if there is no consensus, and recommending specific action. The Board will give considerable weight to the panel's recommendation, but shall not be obligated to follow it.

0021403493

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

MARK D. PEARLSTEIN  
LEVENFELD PEARLSTEIN  
33 WEST MONROE STREET, 21<sup>ST</sup> FLOOR  
CHICAGO, ILLINOIS 60603

*(This Space for Recorder's Use Only)*

**SPECIAL AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,  
RESTRICTIONS, COVENANTS AND BY-LAWS FOR  
THE PARKSHORE CONDOMINIUM ASSOCIATION**

This Special Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Parkshore Condominium Association, made and entered into this 8th day of August, 2002, by the Board of Directors of Parkshore Condominium Association (the "Board").

**WITNESSETH:**

The Board administers the Condominium property located in the City of Chicago, County of Cook, State of Illinois, legally described on Exhibit A attached hereto and made a part hereof;

The property was submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Parkshore Condominium Association, recorded in the Cook County Recorder of Deed's Office on June 27, 1995 as Document No. 95414356 (the "Declaration");

The Board and the Unit Owners desire to amend the Declaration to modify the minimum term for Units leased at the condominium; and

Article 13, Section 13.7 of the Declaration requires that the provisions of the Declaration may be changed, modified or rescinded by (i) an instrument in writing setting forth such change modification or rescission; (ii) signed and acknowledged by the President or Vice-President of the Board; (iii) approved by Unit Owners having in the aggregate at least sixty-seven percent (67%) of the total vote at a meeting called for that purpose; (iv) all First Mortgagees have been notified by certified mail of such change, modification or rescission; (v) an affidavit by the Secretary of the Board certifying to such mailing has been made a fact of such instrument; and (vi) the Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois; and

The Amendment set forth below has been signed and acknowledged by the President and pursuant to the Secretarial Certification attached hereto, made a part hereof, and marked as Exhibit B has been approved by Unit Owners having at least sixty-seven percent (67%) of the total vote and has been mailed by certified mail to all First Mortgagees.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article 12, Section 12.2 is deleted and the following is inserted in its stead:

"12.2 Limits on Lease Terms.

(a) *No Unit Ownership shall be leased by a Unit Owner for hotel or transient purposes or for a term less than one (1) year and no portion of a Unit Ownership which is less than the entire Unit Ownership shall be leased, without the prior written consent of the Board or the managing agent of the Property acting in accordance with the Board's direction. Further, a Unit Owner may only authorize a sublease of his or her Unit one (1) time during any one (1) year lease.*

(b) *The lessee under every lease and sublease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and sublease and the failure of the lessee to comply therewith shall constitute a default under the lease and sublease which shall be enforceable by the Board or the Association, and the lease and/or sublease shall be deemed to expressly so provide. The Unit Owner making such lease and sublease shall not be relieved thereby from any of said obligations. Each and every lease and sublease of a Unit Ownership shall be in writing and the Unit Owner leasing the Unit Ownership shall deliver a copy of the signed lease and sublease to the Board within ten (10) days after the lease is executed and prior to occupancy. The provisions of Sections 12.1 and 12.2 shall not apply to a transfer or lease and sublease of a Unit, or interest therein, by or to the Board."*

(c) *To avoid undue hardship, the Board may grant permission to any Owner to lease his or her Unit for a period of less than one (1) years or sublease in excess of one (1) time during any one (1) year lease period. In the case of hardship, the Owner may submit a written application to the Board. The application must contain facts showing the hardship to justify the lease. The Board shall respond to each application within thirty (30) days by granting or denying the lease application. The Board has the sole discretion to approve all applications for hardship leases, and the decision of the Board shall be binding upon the Unit Owner.*



2. Except as otherwise modified herein, the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Board has duly executed this Amendment on the day and year first above written.

PARKSHORE CONDOMINIUM ASSOCIATION

  
Its: President

ATTEST:

By:   
Its: Secretary

34300\34396\Special AMENDMENT.DOC

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

SECRETARY CERTIFICATION

I, Alice Hamilton, being first duly sworn on oath, do hereby state that:

1. I am the duly elected, qualified and acting Secretary of Parkshore Condominium Association.
2. I am the keeper of the corporate records of such Association.
3. On the 8th day of August, 2002, at a meeting of Unit Owners, duly noticed, a resolution setting forth the Special Amendment herein was duly adopted by the affirmative vote of not less than sixty-seven percent (67%) of the Owners.
4. On the 17<sup>th</sup> day of December, 2002 all mortgagees of record were notified by certified mail of the Special Amendment herein.

FURTHER AFFIANT SAYETH NOT.

Alice W. Hamilton

Its: Secretary  
Parkshore Condominium Association

Signed and sworn to me before me  
this 17<sup>th</sup> day of December, 2002

Howard S. Dakoff

Notary Public Howard S. Dakoff

"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Exp. 10/30/2006

EXHIBIT B

EXHIBIT A

LEGAL DESCRIPTION

UNITS 100, 201, 202, 203, 204, 205, 206, 207, 208, 209, 301, 302, 303, 304, 305, 306, 307, 308, 309, 401, 402, 403, 404, 405, 406, 407, 408, 409, 501, 502, 503, 504, 505, 506, 507, 508, 509, 601, 602, 603, 604, 605, 606, 607, 608, 609, 701, 702, 703, 704, 705, 706, 707, 708, 709, 801, 802, 803, 804, 805, 806, 807, 808, 809, 901, 902, 903, 904, 905, 906, 907, 908, 909, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3209, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3401, 3402, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3501, 3502, 3503, 3504, 3505, 3506, 3507, 3508, 3509, 3601, 3602, 3603, 3604, 3605, 3606, 3607, 3608, 3609, 3701, 3702, 3703, 3704, 3705, 3706, 3707, 3708, 3709, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3901, 3902, 3903, 3904, 3905, 3906, 3907, 3908, 3909, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4101, 4102, 4103, 4104, 4105, 4106, 4107, 4108, 4109, 4201, 4202, 4203, 4204, 4205, 4206, 4207, 4208, 4209, 4301, 4302, 4303, 4304, 4305, 4306, 4307, 4308, 4309, 4401, 4402, 4403, 4404, 4405, 4406, 4407, 4408, 4409, 4501, 4502, 4503, 4504, 4505, 4506, 4507, 4508, 4509, 4601, 4602, 4603, 4604, 4605, 4606, 4607, 4608, 4609, 4701, 4702, 4703, 4704, 4705, 4706, 4707, 4708, 4709, 4801, 4802, 4803, 4804, 4805, 4806, 4807, 4808, 4809, 4901, 4902, 4903, 4904, 4905, 4906, 4907, 4908, 4909, 5001, 5002, 5003, 5004, 5005, 5006, 5007, 5008, 5009, 5101, 5102, 5103, 5104, 5105, 5106, 5107, 5108, 5109, 5201, 5202, 5203, 5204, 5205, 5206, 5207, 5208, 5209, 5301, 5302, 5303, 5304, 5305, 5306, 5307, 5308, 5309, 5401, 5402, 5403, 5404, 5405, 5406, 5407, 5408, 5409, 5501, 5502, 5503, 5504, and 5505 IN THE PARKSHORE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

[CONTINUED - NEXT PAGE]

PARCEL 1:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF PARCEL "A" AS LOCATED AND DEFINED IN THE PLAT OF "LAKE FRONT PLAZA" SUBDIVISION (BEING A SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 30, 1962 AS DOCUMENT NUMBER 18461961) AND RUNNING THENCE NORTH ALONG A NORTHWARD EXTENSION OF THE EAST LINE OF SAID PARCEL "A" (SAID NORTHWARD EXTENSION BEING ALSO THE WEST LINE OF A STRIP OF LAND, 66.00 FEET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY PLAT OF DEDICATION RECORDED IN SAID RECORDER'S OFFICE ON MARCH 14, 1979 AS DOCUMENT NUMBER 24879730) A DISTANCE OF 176.195 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 235.083 FEET TO THE POINT OF BEGINNING AT THE NORTH WEST CORNER OF THE HERINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG THE LAST DESCRIBED PERPENDICULAR LINE A DISTANCE OF 189.959 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF NORTH LAKE SHORE DRIVE, AS SAID NORTH LAKE SHORE DRIVE WAS DEDICATED BY AN INSTRUMENT RECORDED IN THE RECORDER'S OFFICE ON MARCH 14, 1979 AS DOCUMENT NUMBER 24879733; THENCE SOUTHWARDLY ALONG SAID WEST LINE OF NORTH LAKE SHORE DRIVE, A DISTANCE OF 146.790 FEET; THENCE CONTINUING SOUTHWARDLY ALONG SAID WEST LINE OF NORTH LAKE SHORE DRIVE, SAID WEST LINE BEING HERE AN ARC OF A CIRCLE, CONCAVE WESTERLY AND HAVING A RADIUS OF 2854.789 FEET, AN ARC DISTANCE OF 85.093 FEET TO THE NORTH EAST CORNER OF BLOCK 2 OF HARBOR POINT UNIT NUMBER 1, A SUBDIVISION RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 13, 1974 AS DOCUMENT NUMBER 22935649; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 169.878 FEET TO AN INTERSECTION WITH A LINE WHICH IS 235.083 FEET EAST OF AND PARALLEL WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A" IN THE "LAKE FRONT PLAZA" SUBDIVISION AFORESAID; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE (SAID PARALLEL LINE BEING PERPENDICULAR TO SAID NORTH LINE OF BLOCK 2 IN HARBOR POINT UNIT NUMBER 1) A DISTANCE OF 231.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED GRANT OF EASEMENTS DATED AUGUST 29, 1989 AND RECORDED SEPTEMBER 1, 1989 AS DOCUMENT 89410952 BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1985 AND KNOWN AS TRUST NUMBER 65812, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 28, 1979 AND KNOWN AS TRUST NUMBER 46968 AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1982 AND KNOWN AS TRUST NUMBER 56375 SOLELY FOR VEHICULAR ACCESS AND PEDESTRIAN ACCESS OVER EXISTING RAMPS AND ADJACENT AREAS AND ANY REPLACEMENTS OF THOSE EXISTING RAMPS AND OVER SUCH PORTIONS OF EXISTING DRIVEWAY AS FURTHER DELINEATED ON EXHIBIT C OF SAID DOCUMENT CREATING SAID EASEMENT.

PARCEL 3:

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 SOLELY FOR UTILITY PURPOSES, VEHICULAR ACCESS AND PEDESTRIAN ACCESS INCIDENTAL TO THE USE OF PARCEL 1 PURSUANT TO THE TERMS, CONDITIONS AND RESERVATIONS CONTAINED IN THE AMENDED AND RESTATED GRANT OF EASEMENTS DATED AUGUST 29, 1989 AND RECORDED ON SEPTEMBER 1, 1989 AS DOCUMENT NUMBER 89410952 OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LANDS BEING A PARCEL COMPRISED OF THE LAND, PROPERTY AND SPACE LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH OF SAID PARCEL WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF PARCEL "A" IN THE PLAT OF "LAKE FRONT PLAZA" SUBDIVISION (BEING A SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON THE 30TH DAY OF APRIL 1962, IN BOOK 615 OF PLATS AT PAGES 4 TO 9, INCLUSIVE, AS DOCUMENT NUMBER 18461961), AND RUNNING THENCE NORTH ALONG THE NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", (SAID NORTHWARD EXTENSION BEING ALSO THE WEST LINE OF A STRIP OF LAND, 66.00 FEET WIDE, DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES BY PLAT OF DEDICATION RECORDED IN SAID RECORDER'S OFFICE ON THE 14TH DAY OF MARCH, 1979 AS DOCUMENT NUMBER 24879730), A DISTANCE OF 176.195 FEET; THENCE EASTWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING OF SAID PARCEL OF LAND; THENCE NORTHWARDLY ALONG A LINE WHICH IS 66.00 FEET EAST OF AND PARALLEL WITH SAID NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", A DISTANCE 30.00 FEET; THENCE EASTWARD ALONG A LINE PERPENDICULAR TO SAID NORTHWARD EXTENSION OF THE EAST LINE OF PARCEL "A", A DISTANCE OF 322.16 FEET; THENCE SOUTHWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 30.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 231.00 FEET, MEASURED PERPENDICULARLY, NORTH OF AND PARALLEL TO THE NORTH LINE OF BLOCK 2 IN HARBOR POINT UNIT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 31, 1974 AS DOCUMENT NUMBER 22935649; THENCE WESTWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 322.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 195 NORTH HARBOR DRIVE, CHICAGO, IL 60601







17-10-401-014-1371	17-10-401-014-1394	17-10-401-014-1417	17-10-401-014-1440	17-10-401-014-1463
17-10-401-014-1372	17-10-401-014-1395	17-10-401-014-1418	17-10-401-014-1441	17-10-401-014-1464
17-10-401-014-1373	17-10-401-014-1396	17-10-401-014-1419	17-10-401-014-1442	17-10-401-014-1465
17-10-401-014-1374	17-10-401-014-1397	17-10-401-014-1420	17-10-401-014-1443	17-10-401-014-1466
17-10-401-014-1375	17-10-401-014-1398	17-10-401-014-1421	17-10-401-014-1444	17-10-401-014-1467
17-10-401-014-1376	17-10-401-014-1399	17-10-401-014-1422	17-10-401-014-1445	17-10-401-014-1468
17-10-401-014-1377	17-10-401-014-1400	17-10-401-014-1423	17-10-401-014-1446	17-10-401-014-1469
17-10-401-014-1378	17-10-401-014-1401	17-10-401-014-1424	17-10-401-014-1447	17-10-401-014-1470
17-10-401-014-1379	17-10-401-014-1402	17-10-401-014-1425	17-10-401-014-1448	17-10-401-014-1471
17-10-401-014-1380	17-10-401-014-1403	17-10-401-014-1426	17-10-401-014-1449	17-10-401-014-1472
17-10-401-014-1381	17-10-401-014-1404	17-10-401-014-1427	17-10-401-014-1450	17-10-401-014-1473
17-10-401-014-1382	17-10-401-014-1405	17-10-401-014-1428	17-10-401-014-1451	17-10-401-014-1474
17-10-401-014-1383	17-10-401-014-1406	17-10-401-014-1429	17-10-401-014-1452	17-10-401-014-1475
17-10-401-014-1384	17-10-401-014-1407	17-10-401-014-1430	17-10-401-014-1453	17-10-401-014-1476
17-10-401-014-1385	17-10-401-014-1408	17-10-401-014-1431	17-10-401-014-1454	17-10-401-014-1477
17-10-401-014-1386	17-10-401-014-1409	17-10-401-014-1432	17-10-401-014-1455	17-10-401-014-1478
17-10-401-014-1387	17-10-401-014-1410	17-10-401-014-1433	17-10-401-014-1456	17-10-401-014-1479
17-10-401-014-1388	17-10-401-014-1411	17-10-401-014-1434	17-10-401-014-1457	17-10-401-014-1480
17-10-401-014-1389	17-10-401-014-1412	17-10-401-014-1435	17-10-401-014-1458	17-10-401-014-1481
17-10-401-014-1390	17-10-401-014-1413	17-10-401-014-1436	17-10-401-014-1459	17-10-401-014-1482
17-10-401-014-1391	17-10-401-014-1414	17-10-401-014-1437	17-10-401-014-1460	17-10-401-014-1483
17-10-401-014-1392	17-10-401-014-1415	17-10-401-014-1438	17-10-401-014-1461	
17-10-401-014-1393	17-10-401-014-1416	17-10-401-014-1439	17-10-401-014-1462	

UNITS 100, 201, 202, 203, 204, 205, 206, 207, 208, 209, 301, 302, 303, 304, 305, 306, 307, 308, 309, 401, 402, 403, 404, 405, 406, 407, 408, 409, 501, 502, 503, 504, 505, 506, 507, 508, 509, 601, 602, 603, 604, 605, 606, 607, 608, 609, 701, 702, 703, 704, 705, 706, 707, 708, 709, 801, 802, 803, 804, 805, 806, 807, 808, 809, 901, 902, 903, 904, 905, 906, 907, 908, 909, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3209, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3401, 3402, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3501, 3502, 3503, 3504, 3505, 3506, 3507, 3508, 3509, 3601, 3602, 3603, 3604, 3605, 3606, 3607, 3608, 3609, 3701, 3702, 3703, 3704, 3705, 3706, 3707, 3708, 3709, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3901, 3902, 3903, 3904, 3905, 3906, 3907, 3908, 3909, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 4008, 4009, 4101, 4102, 4103, 4104, 4105, 4106, 4107, 4108, 4109, 4201, 4202, 4203, 4204, 4205, 4206, 4207, 4208, 4209, 4301, 4302, 4303, 4304, 4305, 4306, 4307, 4308, 4309, 4401, 4402, 4403, 4404, 4405, 4406, 4407, 4408, 4409, 4501, 4502, 4503, 4504, 4505, 4506, 4507, 4508, 4509, 4601, 4602, 4603, 4604, 4605, 4606, 4607, 4608, 4609, 4701, 4702, 4703, 4704, 4705, 4706, 4707, 4708, 4709, 4801, 4802, 4803, 4804, 4805, 4806, 4807, 4808, 4809, 4901, 4902, 4903, 4904, 4905, 4906, 4907, 4908, 4909, 5001, 5002, 5003, 5004, 5005, 5006, 5007, 5008, 5009, 5101, 5102, 5103, 5104, 5105, 5106, 5107, 5108, 5109, 5201, 5202, 5203, 5204, 5205, 5206, 5207, 5208, 5209, 5301, 5302, 5303, 5304, 5305, 5306, 5307, 5308, 5309, 5401, 5402, 5403, 5404, 5405, 5406, 5407, 5408, 5409, 5501, 5502, 5503, 5504, and 5505 IN THE PARKSHORE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTH WEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF PARCEL "A" AS LOCATED AND DEFINED IN THE PLAT OF "LAKE FRONT PLAZA" SUBDIVISION (BEING A SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 30, 1962 AS DOCUMENT NUMBER 18461961) AND RUNNING THENCE NORTH ALONG A NORTHWARD EXTENSION OF THE EAST LINE OF SAID PARCEL "A" (SAID NORTHWARD EXTENSION BEING ALSO THE WEST