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DECLARATION OF CONDOMINIUM OWNERSHIP
FOR

SHERWIN ON THE LAKE CONDOMINIUM
1205-15 SHERWIN
CHICAGO, ILLINOIS

THIS DECLARATION, made and entered into by AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee under Trust Agreement known as Trust No. 48207 dated November 14, 1979, and for convenience hereinafter referred to as the "Trustee";

WITNESSETH THAT:

WHEREAS, the Trustee is the owner of the real estate located in Cook County, and State of Illinois described on the Plat attached hereto as Exhibit A and incorporated herein by reference (herein referred to as the "Parcel") together with the easements appurtenant thereto, which Parcel is, on the date this Declaration is recorded, subject to:

- a) general taxes for the current year and subsequent years;
- b) easements and rights in favor of electric, telephone and water utilities serving the Parcel;
- c) easements, covenants and restrictions of record.

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WHEREAS, the Trustee intends to and does hereby submit the above-described Parcel of real estate, together with all buildings, improvements and permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto (hereinafter called the "Property") to the provisions of the Condominium Property Act of the State of Illinois; and

WHEREAS, the Trustee further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Trustee desires and intends that the Unit Owners Mortgagees, Occupants and all other persons hereinafter acquiring an interest in the Property shall at all times enjoy the benefits of, and shall hold their interest 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 aspects of residence on the Property and are established for the purpose of perfecting the value, desirability and attractiveness of the Property.



MAIL TO:

Hanson & Shire, P. C.
Suite 1025
33 North Dearborn Street
Chicago, Illinois 60602
312-726-4111

Prepared by
K. Buanwith
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33 North Dearborn
Chicago Ill. 60602

NOW, THEREFORE, the AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee aforesaid, and not individually, as the legal title holder of the Property, and for the purposes above set forth, DECLARES AS FOLLOWS:

I. DEFINITIONS: As used herein, unless the context otherwise requires:

- a) "Act" means the Condominium Property Act of the State of Illinois.
- b) "Association" means the association of all the Unit Owners responsible for the overall administration of the Property in accordance with the Declaration and the Act, acting pursuant to the By-laws through its duly elected Board of Managers, sometimes referred to as the Sherwin On The Lake Condominium Association.
- c) "Board" or "Board of Managers" means the Association acting through its duly elected Board of Managers (or Board of Directors if the Association is subsequently incorporated).
- d) "Building" means all structures located on the Parcel and forming part of the Property and containing the Units, as shown on the Plat.
- e) "Bylaws" means the Bylaws of the Sherwin On The Lake Condominium Association, attached hereto as Exhibit D and made a part hereof.
- f) "Common Elements" means all portions of the Property except the Units, and includes, without limitation, the Limited Common Elements, the land, foundation, all structural parts of the Building (including structural columns within the boundaries of a Unit); lobbies; outside walks, driveways and landscaped areas; walls, hallways, entrances and exits; mechanical and storage rooms, roof, elevators, boat storage area, beach, patio stairways, office of the building manager, common easements, trash chutes and rubbish disposal systems, public utility lines, laundry room, central heating system, and all pipes, ducts, wires, electrical systems and similar apparatus (except any thereof located within a Unit and serving any such Unit). Any references to "Common Elements" appearing on the Plat (except any 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.
- g) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, Bylaws and Plat.
- h) "Common Expenses" means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board.
- i) "Declaration:" means this instrument, by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as amended from time to time.
- j) "Developer" means LAWRENCE A. KOHLS.
- k) "Limited Common Elements" means those portions of the Common Elements specifically designated in the Declaration as Limited Common Elements and reserved for the use of a certain Unit or Units to the exclusion of other Units; such as storage areas as shown on the Plat.

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- l) "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specified percentage of Unit Owners means such percentage in the aggregate in interest of such undivided ownership.
- m) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.
- n) "Parcel" means the lot or lots or tract or tracts of real estate described above in this Declaration and in Exhibit A submitted to the provisions of the Act in accordance with Article II hereof.
- o) "Parking Area" means the part of the Common Elements provided for parking automobiles.
- p) "Parking Space" means a part of the Parking Area intended for the parking of a single automobile.
- q) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- r) "Plat" means the plats of survey of the Parcel and of all 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 simultaneously with the recording of this Declaration.
- s) "Prior Mortgage" means the existing mortgage of the Property by American National Bank and Trust Company as Trustee under Trust Agreement No. 39085 and "Prior Mortgagor" means American National Bank and Trust Company as Trustee under Trust Agreement No. 39085.
- t) "Property" means all of the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners submitted to the provisions of the Act.
- u) "Record" or "Recording" means to record or the act of recording in the office of the Recorder of Deeds in Cook County, Illinois.
- v) "Unit" means a part of the Property designed and intended for independent use so specified as a Unit and listed on Exhibit C, attached hereto, and as set forth on the Plat, attached hereto as Exhibit A. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on said Plat provided, however, that no structural components of the building in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines, situated within such Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be part of the Unit.
- w) "Unit Owner" or "Owner" means the person or persons whose estates or interests, individually or collectively aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto Unless specifically provided otherwise herein, the Trustee shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

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- x) "User Charge" means charges a Unit Owner incurs with the Association other than charges for proportionate share of Common Expenses.
- y) "Trustee" means American National Bank and Trust Company, as Trustee under Trust Agreement known as Trust No. 48207 dated November 14, 1979 and its successors and assigns in interest (other than purchasers of individual Units), which may include the Prior Mortgagee or any other person or entity who acquires any Unit or Units by foreclosure of the Prior Mortgage or by deed in lieu thereof.
- z) "Voting Member" means the one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of owners.

II. SUBMISSION OF PROPERTY TO THE ACT. The Trustee as the owner in fee simple of the Parcel, expressly intends to and by recording this Declaration does hereby submit the Parcel and the Property to the provisions of the Condominium Property Act of the State of Illinois.

III. OWNERSHIP OF UNITS AND COMMON ELEMENTS

A. Plat. The Plat sets forth the measurements, elevations, locations and other data 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 of the Building and their horizontal and vertical dimensions. Each Unit consists of the space between the horizontal and vertical planes set forth in the Plat, which is sometimes in this Declaration referred to as Unit Boundaries.

B. Legal Description. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown in the Plat (Exhibit A). Every deed, lease, mortgage or other instrument may legally describe a Unit by said identifying number or symbol and as further described in Exhibit B, and every such description shall be deemed good and sufficient for all purposes.

C. Structures Not Constituting Part of Unit. Except as a tenant in common with all other Owners, no Owner shall own any pipes, wire, conduits, public utility lines or structural components running through his Unit and serving more than his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

D. Subdivision or Combination of Units. Except as provided by the Act, no Owner shall, by deed, plat, court decree, otherwise subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit shown in Exhibit A. Units may be combined only as provided by the Act. Before removing or otherwise altering any intervening partitions or Common Elements separating two or more presently existing Units, whether or not in connection with a subdivision or combination of Units, the Unit Owner(s) at his (their) sole cost and expense must first submit to the Board the satisfactory opinion of a licensed structural engineer acceptable to the Board that the action does not weaken, impair or endanger the Common Elements of any unit.

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

F. Separate Real Estate Taxes. Real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and the Association may assess and collect said share from all Owners to pay said taxes.

G. Ownership of the 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 the schedule attached hereto as Exhibit C and have this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined pursuant to the Act, and shall remain constant unless hereafter changed by a recorded Amendment to this Declaration which is in accordance with both the Declaration and the Act. Said ownership interests in the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit C. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated without unanimous approval of all Owners except as permitted in the Act and under this Declaration.

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H. Use of the Common Elements. Subject to the Provisions of this Declaration each Unit Owner shall have the nonexclusive right to use the Common Elements, in common with all other Unit Owners, as may be required for the purpose of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Portions of the property herein designated as Limited Common Elements shall, however, be reserved for the use of the particular Unit or Units designated to the exclusion of other Units. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Such rights to use and possess the Common Elements shall be subject to and governed by the provisions of the Act and of this Declaration and the Bylaws herein and the rules and regulations of the Association. The Association shall have the authority to lease or grant concessions or easements with respect to parts of the Common Elements, subject to the provisions of the Condominium Instruments, including specifically but not by way of limitation, the laundry room. All income derived by the Association from leases, concessions or other sources shall be held and used by the Association pursuant to such rules, resolutions or regulations as the Board may prescribe.

I. Storage Lockers. The storage lockers in the mechanical-storage room on the first floor of the Building (outside of Units now existing) are part of the Common Elements, and the Board may grant revocable licenses for storage purposes, under which the licensee shall have exclusive possession of the area within his assigned locker during the term of such license. The exclusive use and possession of said lockers shall be allocated among the respective Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe. Neither the Board, the Association nor the Trustee is a bailee of any personal property stored in such lockers, and the Board, Association and Trustee shall not be responsible for any loss or casualty to such personal property whether or not due to their negligence. Lockers shall be assigned and reassigned only by the Board, and are not subject to any rights of transfer of Limited Common Elements under the Act.

J. Laundry Room. The laundry room area on the first floor is part of the Common Elements and its use is controlled and subject to rules and regulations as may be established by the Board. The Board is authorized to enter into operating or service agreements to provide coin-operated laundry equipment, including agreements which provide for lease of the laundry room area.

K. Mechanical-Storage Room. The mechanical-storage room on the first floor is part of the Common Elements and may be utilized for any purposes, and according to such rules and regulations, as may be established by the Board. Without limiting the generality of the foregoing, said room may be used for the storage of personal property. In such event, each Unit Owner shall be responsible for his own personal property.

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L. Easements Due to Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repairs, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Owner who creates an encroachment by his intentional, willful or negligent conduct or that of his agent.

M. Utility Easements. The Illinois Bell Telephone Company, People's Gas Company, Common Wealth Edison Company and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate, repair, replace and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Property, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board may hereafter grant other or additional easements, for utility purposes for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record or register, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing. Easements may be granted by the Board to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or components of the building electronic system

or structural components, which may run through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries. Provided, however, the Board shall not grant any easements under this Section M which impairs the security of the Prior Mortgage or any mortgage on individual Units.

N. Limited Common Elements. Except as otherwise in this declaration provided, the limited common elements shall consist of all portions of the common elements set aside and allocated for the restricted use of particular units. Without limiting the generality of the foregoing, the limited common elements shall include the following: parking area and parking spaces (which will be assigned to the unit owners as shown in Exhibit C), such portion of perimeter walls, floors and ceilings, doors, vestibules, windows therein as lie outside the unit boundaries as shown on the Plat. The above limited common elements are hereby assigned to the units to which they are an inseparable appurtenance.

The trustee has assigned the parking spaces to certain units and the percentage of ownership in the Common Elements appurtenant to each such Unit includes an allocation of Common Elements attributable thereto on account of such assignment, all as determined by the Trustee of the particular Units involved. The Trustee shall have the authority, without joinder or consent of any other party, to make any amendment to the Declaration necessary to reallocate, and reassign the Parking Spaces theretofore assigned to such Units.* In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Trustee, as attorney-in-fact, to amend the Declaration in accordance with this Paragraph. Each deed, mortgage or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant of such power to said attorney-in-fact, an acknowledgement of, and consent to such power, and shall be deemed to reserve to said attorney-in-fact the power to amend the Declaration by any such amendment.

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O. Easements 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 and inure to the benefit of and be binding on the Trustee, its successors and assigns, and any Owner, purchasers, 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 any part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

* The trustee also reserves the right to reapportion the percentage in the limited common elements.

IV. MAINTENANCE, REPAIRS AND REPLACEMENTS OF UNITS.

A. By The Board. The Association through the Board, at its expense, shall be responsible for the maintenance, repair, and replacement of the Common Elements and those portions, if any, of each Unit which contributes to the support of the Building, excluding however, interior walls, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual owner under any applicable provisions of this Declaration.

The Board shall not be responsible for maintaining any air conditioning equipment used in the Units, which equipment is not part of the Common Elements, and shall be maintained by the respective Unit Owners. The use of such air conditioning equipment shall be subject to rules and regulations of the Board. The Board shall maintain the central heating system, which is part of the Common Elements, and the cost of gas in connection therewith is a common expense

B. By The Owner. Except as otherwise provided in this Declaration, each Unit Owner shall furnish and be responsible for, at his own expense:

- i) All of the maintenance, repairs and replacements within his owner Unit and of the doors appurtenant thereto, and all internal installations of such Units such as refrigerators, ranges, and other kitchen appliances, air conditioning units, laundry appliances, smoke detectors, lighting fixtures and

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other electrical fixtures, and plumbing fixtures, and any portion of any other utility service facilities located within the Unit Boundaries; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Unit, shall be furnished by the Board as part of the Common Expenses, and provided further, that the Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances thereby by Building personnel as a Common Expense or as a User Charge.

- ii) All of the decorating within his 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 Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceiling as lie within his Unit Boundaries, and such Owner shall maintain such portions in good condition at his sole expense as may be required from time to time. Said maintenance and use shall be subject to the rules and regulations of the Board. Each Owner who hereafter shall elect to install in any portion of his Unit (other than in bath and powder rooms) hard surface floor covering (e.g., tile, slate, or ceramic) shall be first required to install a sound-absorbent undercushion of such kind and quality as to prevent the transmission of noise to the Unit below, and shall obtain approval of the Board prior to making such installation. If such prior approval is not so obtained, 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 Owner to cover all nonconforming work with carpeting, or may require removal of such nonconforming work, at the expense of the offending Owner. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Owner. The use of 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.

If a Unit Owner owning two or more Units desires to remove or otherwise alter any intervening partition, he must first at his sole cost and expense provide the Board with the satisfactory opinion of a licensed structural engineer acceptable to the Board that the action does not weaken, impair or endanger the Common Elements or any Unit.

C. 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 Owners shall be subject to the rules and regulations of the Board. The Board shall have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein to prevent damage to the Common Elements or to other Units.

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V. ADMINISTRATION AND OPERATION OF THE PROPERTY.

A. Governing Body. Pursuant to the Act, the Unit Owner's Association is responsible for the overall administration and operation of the Property through its duly elected Board of Managers. The By-Laws of the Association shall be the By-Laws attached to this Declaration as Exhibit D and made a part hereof. The Board of Managers shall be elected in the manner provided in the By-Laws.

The Developer, the Trustee or its beneficiaries thereunder, or the Board of Managers when authorized by a majority of the Unit Owners, may cause the Association to be incorporated as a not-for-profit corporation as provided by the Act. In such event, said corporation shall be the governing body, and the Board of Directors of said corporation shall constitute the Board of Managers provided in the Act, and all rights, titles, powers, privileges and obligations vested or imposed on the Board of Managers under the Act, Declaration and By-Laws shall be held or performed by such corporation, or by the duly elected members of the Board of Directors thereof and their successors in office. The By-Laws attached as Exhibit D shall be the By-Laws of such corporation.

The Association, whether or not incorporated, shall be known as the Sherwin On The Lake Condominium Association.

The fiscal year of the Association shall be determined by the Board of Directors of the Association and may be changed from time to time as said Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of Unit Owners in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall automatically become a member of the Association upon becoming a Unit Owner and shall remain a member of the Association so long as he shall be a Unit Owner. A Unit Owner's membership in the Association shall automatically terminate when he ceases to be a Unit Owner. Upon the transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be one hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements, as set forth in Exhibit C hereto, as said Exhibit C may be amended from time to time. All funds collected by the Board shall be held and expended for the purposes designated in the Declaration and By-Laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit C, and shall be administered in accordance with the provisions of the Declaration and By-Laws.

B. Powers of the Board. See By-Laws attached as Exhibit D and made a part hereof.

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C. Common Expenses. Pursuant to the Act, it shall be the duty of each Unit Owner to pay his proportionate share of the Common Expenses, as lawfully assessed by the Board. The proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements set forth in the Declaration. The initial budget and common expense assessment based thereon shall be adopted prior to the conveyance of any Unit. The Board shall prepare and distribute to all Unit Owners a detailed proposed annual budget setting forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income, and each Unit Owner's proposed common expense assessment. Any nonrecurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessment over the amount adopted shall be separately assessed against all Unit Owners.

Expenditures for the Limited Common Elements may be assessed only against the Units to which such Limited Common Elements are assigned; Separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the Unit Owners voting at a meeting of Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Unit equal to the greater of five (5) times the Unit's most recent common expense assessment calculated on a monthly basis of \$300.

The Board may, but is not obligated to, assess the common expense of insurance premiums on a basis reflecting increased charges for coverages and certain Units.

Payment of any assessment shall be in amounts and at times as determined by the Board, and if not paid when due, the Board may also assess the particular Unit for interest at up to the maximum legal rate, and costs of collection, such as attorney fees. No Unit Owner shall be exempt from payment of his proportionate share of the Common Expenses by waiver or non-use or enjoyment of the Common Elements, or by abandonment of his Unit. If any Unit Owner shall fail or refuse to pay any such assessment when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property, and upon recording of notice thereof by the Board shall have priority over other liens to the extent and in the manner provided by the Act; provided, however, such lien shall be subordinate to the lien of the Prior Mortgage and any mortgage encumbering any Unit, which mortgage is owned or held by the mortgagee named in the Prior Mortgage or its successors or assigns and also said lien shall be subordinate to the lien of a prior recorded first mortgage or trust deed on the Unit securing a loan made by a bank, savings and loan association, insurance company, or licensed mortgage company. This provision shall not be amended, changed, modified or rescinded without the prior written consent of all such lien holders of record.

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Except for its responsibilities, if any, as a Unit Owner, as provided herein, and except for any contracts entered into by the Trustee for work in progress prior to or at the time of the recording of this Declaration or to be completed thereafter, the Trustee or Developer shall have no responsibility for the maintenance, repair, or replacement of any part of the Common Elements after the date this Declaration is recorded.

D. Alterations, Additions or Improvement. No alterations of any Common Elements, or any additions or improvements thereto, including the central heating system, shall be made by any Unit Owner without the prior approval of the Board. The Board may authorize and charge as Common Expenses alterations, additions and improvements of the Common Elements as made and provided in the By-Laws. Any Unit Owner may make alterations within his Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such Unit alteration, additions or improvements.

E. Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board; provided, however, any such agreement or contract must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of three years. The cost of such services shall be a common expense as defined in Paragraph C above.

F. Reserve for Contingencies. At the time the initial sale of each Unit by the Trustee is closed, the purchaser of the Unit shall pay to the Association an amount equal to the assessment for three months based on the initial budget. This sum shall be used and applied as an operating reserve in connection with all expenses which may be incurred by the Association, including without limitation insurance expenses and in any other manner as the Association may direct. This payment shall not be refundable and shall not be applied as a credit against the Unit Owner's monthly assessment.

G. Use by Trustee. During the period of sale by the Trustee of any Units, the Developer, the beneficiary of the Trustee, its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from said Building and Property as may be required for purposes of said sale of Units. While the Trustee owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Developer or beneficiary of the Trustee and its agents may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith. The provisions of this Paragraph shall also inure to the Prior Mortgagee if it acquires any Unit or Units by foreclosure of the Prior Mortgage against any such Unit or by acceptance of a deed in lieu thereof.

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H. User Charges. Unit Owners may from time to time incur charges with the Association other than for the proportionate share of Common Expenses, which type of charges are sometimes herein referred to as User Charges. User Charges may be made by the Board for providing material or services to Unit Owners which are not Common Expenses as defined by the Act. The Board may adopt schedules of such User Charges pursuant to Rules and Regulations.

I. Damages to Common Elements. If a Unit Owner or his agent, servant, tenant, family member, licensee or household pet damages the Common Elements or Limited Common Elements, then said Unit Owner shall be responsible for the repair or replacement thereof.

J. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions or interpretations or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners. In any case of conflict between this Declaration and the By-Laws or the Rules and Regulations of the Association, the Declaration shall govern.

VI. LIABILITY OF BOARD AND OWNERS

A. Non-Liability. Neither the directors, Board, officers of the Association, nor the Trustee or its beneficiary shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board Officers, or Trustee, except for any acts or omissions found by a Court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board Officers, Trustee, beneficiary of the Trustee and their respective heirs, executors, administrators, successors and assigns in accordance with the By-Laws.

B. Disclaimer of Bailee Liability. Notwithstanding anything, to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, the Trustee, nor the beneficiary of Trustee shall be considered a bailee of any personal property stored in the Common Elements (including property located in storage lockers) whether or not exclusive possession of any particular areas shall be given to any Owner for storage purposes, 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.

C. Nature of Obligations. Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, by the Association's liability shall be limited as herein provided. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed because of any such maintenance, repair or replacement is required. In addition, and notwithstanding anything hereinabove to the contrary, no Owner shall have a claim against the Board or Association for any work which may have been assumed by or which is ordinarily the responsibility of the Board or Association, but which the Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board.

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D. Negligence of Owner. If, due to the negligent act or omission of an Occupant or Unit Owner (or of a member of the family or household pet of, or a guest or visitor of such Occupant or Owner), damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be as the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board to the extent not covered by the Association's insurance.

VII. INSURANCE.

A. General. The Board shall acquire, and pay for out of the common expenses (maintenance) fund herein provided all insurance that the Board is required to obtain under the provisions of the Act, as amended from time to time, and as the Board is required to obtain under the provisions of this Declaration. The Board shall also have authority to obtain any other insurance as it deems advisable in the operation, and for the protection of the Property and the Units. Any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration and the Act. The Board shall notify all named insured in the event of the cancellation of any insurance obtained pursuant to the Act.

B. Extended Coverage Insurance. The Board shall obtain in the name of the Association insurance for the Property against loss or damage by fire, sprinkler leakage, debris removal, cost of demolition, windstorm, water damage, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of restoring the Common Elements and Units, or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Association, as Trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the common elements as set forth in the Declaration, and for the holders of mortgages on his Unit, if any, including the Prior Mortgagee, with respect to Units then owned by the Trustee. The policy of insurance shall also contain a standard mortgage clause (without contribution) customarily used in the Chicago area. The policy shall also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners, such mortgagees, and all other parties required to be insured under the Act, and shall cover claims of one or more insured parties against other insured parties. The Board shall use reasonable effort to attempt to obtain a policy which also covers alterations, additions and improvements to Units, but shall not be in violation of its duty hereunder if after making such effort it is unable to obtain same. Provided, however, if a Unit Owner has not notified the Board in writing of the value of his additions, alterations or improvements, and the Board underestimates the value of the total alterations, additions and improvements being insured, and as a result there is a deficiency in an insurance loss recovery, the said non-reporting Unit Owner(s) shall be responsible for any deficiency in an insurance loss recovery to maximum extend and out of insurance proceeds otherwise payable to such Unit Owners. Provided, further, in the event of the insured value of alterations,

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additions and improvements of a particular Unit exceeds that Unit's percentage share set forth in Exhibit C of the total insured value of alterations, additions and improvements to all Units, the Board may require said Unit Owner to reimburse it for any additional premiums attributable to said Unit. Upon request by the Board, Unit Owners shall furnish the Board with reports of such alterations, additions and/or improvements, but in the absence of such reports, the Board may estimate and include the amount of alterations, additions and improvements in the extended coverage insurance. The full insurable replacement cost of the Property, including the Units and Common Elements, shall be determined from time to time (but not less frequently than once in any twelve month period). For this purpose the Board shall have authority to obtain an appraisal from a reputable appraisal company selected by the Board. The cost of such appraisal shall be a Common Expense. The Board shall notify the servicer of any mortgage (on a Unit) owned by the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation of any damage to such Unit in excess of one thousand (\$1,000) dollars and of any damage to the Common Elements in excess of ten thousand (\$10,000) dollars.

C. Public Liability Insurance. The Board shall have the authority and duty to obtain comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property, in such amounts as it deems desirable; provided, with respect to liability for personal injury or property damage arising out of a single incident, such insurance shall have a limit of liability of not less than one million dollars (\$1,000,000). Said insurance shall insure the developer (as defined by the Act), the Unit Owners, individually and severally, the Board, the Association, the management agent, and their respective employees, agents and all persons acting as agents, and the mortgagee of record, including the Prior Mortgagee; provided, the Unit Owners may be included as additional insureds with respect only to that portion of the premises not reserved for their exclusive use; and the developer may be included as an additional insured only in his capacity as Unit Owner and Board Member. The insurance shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above named insured persons. The Board shall retain any such public liability policy for twenty-three (23) years after the expiration date of the policy.*

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D. Workmen's Compensation. If required to comply with applicable laws, the Board shall also acquire workmen's compensation insurance and such other forms of insurance as the Board shall elect to effect.

E. Officer-Director Errors Insurance. The Board shall have the authority to obtain errors and omissions insurance and any other insurance in such amounts as it deems desirable from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and each officer of the Association from liability arising from the fact said person is or was a director or officer of the Association. The premiums for such insurance shall be a common expense.

* The developer shall be included as an additional insured in his capacity as unit owner and board member. The unit owner shall be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use.

F. Fidelity Bond. The Board shall have the authority to and shall obtain in the name of the Association a fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or the managing agent, or of any other person handling the funds of the Association, the Board or the Unit Owners in such amount as the Board shall deem adequate. The premium for such fidelity bond shall be a common expense. 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 expressions. Such bond shall provide that it may not be cancelled for non-payment of premium or otherwise substantially modified without thirty (30) days prior written notice to any mortgagee of any Unit Owner, including the Prior Mortgagee.

G. Insurance by Owners. Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit, his decorating, furnishings and personal property therein, his personal property stored elsewhere on the Property, and notwithstanding any coverage the Board may or may not obtain for his benefit under Paragraph B, as to the additions, alterations, and improvements to the Unit. In addition, in the event a Unit Owner desires to insure against his personal liability, loss or damage by fire or other hazards above and beyond the extent that his liability loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

H. Proceeds. In the case of a distribution of insurance proceeds (or proceeds of any condemnation awards) to Unit Owners, no Unit Owner, or any other party shall have priority over the rights of first mortgagee of Units, including the holder of the Prior Mortgage, pursuant to their respective mortgages. Subject to the foregoing, the Board may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event of any loss occurring after the first annual meeting of the Owners, which results in the destruction of the major portion of one or more units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses. Payment by an insurance company to the Board, or to such corporate trustee, of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company. Further, such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

I. Policy Provisions. In no event shall any insurance obtained by the Board under this Article be brought into contributions with insurance procured by Unit Owners or their mortgagees in respect to their Units. Every policy obtained by the Board shall name the holder

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of the Prior Mortgage if the Prior Mortgage is still of record and name mortgagees of any Unit Owners, under a standard mortgage clause, as their respective interests shall appear. All policies procured by the Board shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Unit Owners when such act of neglect is not within the control of the Association or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control. All such policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon, including the holder of the Prior Mortgage and such other mortgagees. Further, all such policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured. All policies of property insurance shall provide that notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Association (and the Prior Mortgagee if the Prior Mortgage is still of record) or when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party or any requirement of law. This Section shall not be amended, modified or rescinded without the prior written consent of all lien holders of record.

J. Assessments. Notwithstanding anything implied herein to the contrary, pursuant to the Act, common expenses for insurance premiums may, in the sole discretion of the Board, be assessed by the Board on a basis reflecting increased charges for coverage on certain Units.

VIII. LEASES OF UNITS AND PARKING SPACES.

If a Unit Owner (other than the Trustee or its beneficiary) leases a Unit, a copy of such lease shall be furnished to the Board within ten (10) days after execution thereof. The Lessee under such a Lease shall be bound by and shall be subject to all of the non-monetary obligations of the Unit Owner-Lessor under the Condominium Instruments and each such Lease shall expressly so provide. The Unit Owner-Lessor shall not be relieved thereby from any of said obligations. Any privileges established by the Board for use of the Common Areas shall be accorded to either the Unit Owner or the Lessee as provided by the Unit Owner and the Lease. The Board shall not be obligated to extend such privileges to both the Unit Owner-Lessor and the Lessee.

IX. USE AND OCCUPANCY RESTRICTIONS

A. Residential. Subject to the provisions of the By-Laws, no Unit shall be used for other than housing and the related common purposes for which the Property was designed and in accordance with all laws, ordinances, rules and regulations of the federal, state and municipal government applicable thereto. Each Unit shall be used as a residence or for such other use as specifically permitted by this Declaration, and for no other purpose, except that accountants, attorneys, interior decorators, art dealers, physicians and psychiatrists may use their residence as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from (a) maintaining

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his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

B. Use of Common Elements. The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for such other purposes incidental to use of the Units; provided, however, the laundry room, lobbies, storage areas and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any Lease, concession or easement, presently in existence or entered into by the Trustee or by the Board at some future time, affecting any part or all of said Common Elements.

C. Sign By Developer. The Developer, Lawrence A. Kohls, shall have the exclusive right to maintain a sixteen foot (16') X eight (8') foot sign on the North side of the Building for ten (10) years from the date this Declaration is recorded.

X. SALE OF THE PROPERTY/REMOVAL FROM PROVISIONS OF THE ACT.

The Unit Owners by affirmative vote of at least seventy-five (75%) percent of the total ownership of the Common Elements, at a meeting duly called for such purpose, may elect to sell the Property as a whole, provided that the proceeds of such sale shall be sufficient to satisfy the Prior Mortgage if still on record and are so paid. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of the prior mortgage and of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under this Declaration. 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 which may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and the two so elected shall elect a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

Except as provided in the event of damage or destruction under Article XI, the Property cannot be removed from the provisions of the Act unless all Unit Owners and lien holders consent in writing as provided in the Act.

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XI. DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING.

A. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within thirty (30) days after said damage or destruction, the Unit Owners elect either to sell the Property as herein provided in Article X hereof or to withdraw the Property from the provisions of this Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds (including the Insurance Trustee) among all Owners according to each Owner's percentage of Ownership in the Common Elements, after first paying out of the share of each Owner the amount of any unpaid liens on his Unit, including the lien of the Prior Mortgage on Units not released from the lien of the Prior Mortgage, in the order of the priority of such liens.

B. Insufficient Insurance. In the event the Property, any part thereof, any Unit or portion thereof, or any Common Elements shall suffer damage or destruction from any cause and the proceeds of any policy insuring against such loss or damage, and payable by reason thereof, shall be insufficient to pay the cost of repair, restoration or reconstruction, or the Property is not insured against the peril causing the loss or damage, and the Unit Owners and all other Parties in interest do not, by the affirmative vote of three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, voluntarily make provision for reconstruction, repair or restoration within one hundred eighty (180) days after said damage or destruction, then the provisions of the Act in such event shall apply. If however, fewer than one-half (1/2) of the Units were rendered uninhabitable, and the insurance proceeds are insufficient, then the Unit Owners at a meeting held within ninety (90) days of the occurrence or thirty (30) days following final adjustment of insurance claims, whichever occurs first, may provide for reconstruction upon the affirmative vote of not less than seventy five percent (75%) of the Owners voting at a meeting called for that purpose. At such meeting the Board must present an estimate of the cost of repair and the estimated amount of necessary assessment against each owner.

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C. Disposition or Removal of Portions of the Property. In the event the Property or any part thereof, any Unit or portion thereof, or any Common Elements shall suffer damage or destruction from any cause and the proceeds of any policy insuring against such loss or damage, and payable by reason thereof, shall be insufficient to pay the cost of repair, restoration or reconstruction, or the Property is not insured against the peril causing the loss or damage, or in the event the Property or any Unit or portion thereof or any Common Elements shall be the subject of a condemnation award, then the Unit Owners by the affirmative vote of three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose may authorize the withdrawal of any such Units or Unit or portion thereof or Common Elements, or Limited Common Elements as the case may be, from the provisions of the Act and authorize the Board

to take all action necessary or desirable to effect such withdrawal. Holders of the first mortgage liens affecting the Property shall be notified by the Board of any such condemnation proceeding. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion shall be re-allocated 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 that 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, shall be allocated on the basis of each Unit Owner's percentage interest therein. There shall, after the Board has effected any such withdrawal, be no assessment with respect to the Unit, portion thereof, or Common Elements withdrawn. If the portion of the Property withdrawn is Limited Common Elements, the proceeds shall be distributed in accordance with the interests of those entitled to their use.

XII. REMEDIES.

In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board or Association, the Association, or its successors or assigns, or the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, Forcible Entry and Detainer Act, or said rules and regulations, or which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Unit Owner and/or others (i) for enforcement or foreclosure of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, without notice and without regard to the value of such unit or the ownership interest or the solvency of such Unit Owner, or (ii) for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for the right to take possession of the Unit, rent the Unit and apply the rents received to payment of unpaid assessments and interest accrued thereon, or sell the Unit, as hereinafter in this paragraph provided, or (iii) for any combination of remedies, or for any other relief.

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The proceeds of any judicial sale resulting from any of the foregoing proceedings 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 a final judgment subject to the rights of mortgage lien holders as set forth below. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the Purchaser shall thereupon be entitled to a deed to the Unit and to the related Ownership interest in the Common Elements and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. All expenses of the Association in connection with any such actions or proceedings, including court costs

and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of 8%, or such greater percentage as may then be permitted under the laws of the State of Illinois, per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of his respective share of the common expenses, upon the Unit and the ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto, and upon all of his personal property in his Unit and located elsewhere on the property, provided, however, that such lien shall be subordinate to the lien of the Prior Mortgage, if any.

Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board.

If any Unit Owner (either by his own conduct or by the conduct of the other occupant of his Unit) shall violate any of the covenants, restrictions or provisions of this Declaration, or the Bylaws or the rules and regulations duly adopted by the Board, and such violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall recur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action may be filed by the Board against said defaulting Unit Owner for any appropriate relief, including (i) money damages (ii) a judgment or decree of mandatory injunction against said defaulting Owner or Occupant, requiring the defaulting Unit Owner or Occupant to comply with the provisions of this Declaration and the Bylaws; (iii)* an action for possession in the manner provided by "an act in regard to forcible entry and detainer" and/or for a decree declaring the termination of said defaulting Unit Owner's right to convey, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceedings and sale, and all such items shall be taxed against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Unit Owner. Upon the confirmation of such sale, the purchaser of the Unit sold shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit sold subject to this Declaration.

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XIII. GENERAL PROVISIONS.

A. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners owning not less than seventy-five (75%) percent of the total ownership of the Common Elements and acknowledged provided, however, that all lien holders of record, including the Prior Mortgagee, have been notified by certified mail of such change, modification or rescission, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument. However, if the Act, the Declaration or the By-Laws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration. The change, modification, or rescission, whether accomplished under either of the provisions above, shall be effective upon recording such instrument in the office of the Recorder of Deeds; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

B. Rights of Holders of First Mortgages. Notwithstanding any provision of this Declaration or By-Laws to the contrary, written approval of the holder of a first mortgage of a Unit, including the Prior Mortgage is still of record, must be obtained with respect to: a) a change in the percentage of interests of the Unit Owners; b) partition or subdivision of the Unit mortgaged or of the Common Elements; c) abandonment of the condominium status of the Property, except for abandonment provided by the Act in case of substantial loss to or condemnation of the Units and Common Elements; d) an amendment, change, modification or rescission which abrogates rights specifically granted herein to such holders of first mortgages; e) any transfer of Limited Common Elements serving said Unit permitted under this Declaration and the Act. The Association shall also be required to give the holders of first mortgages prompt notice of any default in the Unit mortgagor's obligations under the Declaration or any other condominium instruments within thirty (30) days of the date of default. Holders of first mortgages shall also have the right upon request to examine the books and records of the Association, to require the submission of annual reports and other financial data, and to attend meetings of the Association, in the same manner as Unit Owners.

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C. Amendments to Plat. In the event that, as of the date of recording of this Declaration, the Plat attached hereto as Exhibit A shall not delineate the dimensions of the boundaries of certain Units in the Building, the Trustee reserves the right to and shall cause to be re-cored from time to time until all of said Units have been surveyed, an amended plat or plats showing the actual locations and dimensions of the boundaries of those Units for which plats are completed after the date of recording. Whenever, in this Declaration, the term "Survey", "Plat", or "Exhibit A" appears, it shall be deemed to include such amended plats, as shall hereinafter be recorded pursuant to this paragraph.

D. Notices. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or any Unit Owner, as the case may be, at 1205-15 Sherwin, Chicago, Illinois 60626, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgement of the receipt thereof.

Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit, including the Prior Mortgagee if the Prior Mortgagee is still of record, shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

E. Severability. If any provision of the Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of the Declaration or By-Laws shall be construed as if such invalid part was never included therein.

F. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President of the United States, Jimmy Carter, and the Governor of Illinois, James Thompson.

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

H. Land Trustee as Unit Owner. 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 beneficiaries thereunder shall be considered Unit Owners for all purposes and they 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

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title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds for trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

I. 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 failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

K. 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 apartment building.

L. Certain Rights of Trustee. Until the time established by the By-Laws for the election of the initial Board by the 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 Trustee through its beneficiary, or its successors, including the Prior Mortgagee if the Prior Mortgagee acquires any Unit owned by the Trustee through foreclosure or deed in lieu of foreclosure. If the initial Board shall not be elected by the Owners at the time established by the By-Laws, the Trustee or its successors as above provided shall continue in the aforesaid office for a period of thirty days (30) after which written notice of its resignation shall be sent to all of the Owners entitled to a vote at such election.

In exercising such rights, the Trustee or Prior Mortgagee as successor as above provided (and its designees on the Board of Directors of the Association) shall not be under any disability which would otherwise be imposed by law by reason of Trustee's interest in the subject matter of any transaction, provided, however, that any such transaction shall have been entered into in good faith.

The Trustee or Prior Mortgagee as successor as above provided, reserves the right at any time or from time to time to (a) combine part or all of any adjoining Units owned by the Trustee (and in connection therewith, to remove from the Common Elements the wall separating the Units or parts thereof to be combined, and to install as part of the Common Elements new Unit perimeter walls separating from other Units the Unit or Units formed by such combination); (b) remove from the Common Elements that part of the Common Elements used only for access to and egress from two or more adjoining Units which have been combined and to add such part of the Common Elements to such combined Units. In connection therewith, the Trustee (or Prior Mortgagee or its successor as above provided) shall record in the Office of the Recorder of Deeds an amendment to the Plat showing the new Unit boundaries and an Amendment to Exhibit C of this Declaration allocating to or among the Unit or Units formed by such combination the percentage of ownership interest in the Common Elements appurtenant to the Unit or Units combined. Upon the recording of such amendment, the contents

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of such amendment shall automatically be effective notwithstanding anything to the contrary stated in this Declaration or the By-Laws. The percentage of ownership interest in the Common Elements appurtenant to each Unit shall be deemed to include any Common Elements annexed to the Unit by any amendment recorded pursuant to this paragraph. Each deed, mortgage, trust deed, or other instrument affecting a Unit shall be deemed to be given subject to the rights reserved under this paragraph. Every person or entity, except the Prior Mortgagee, accepting a conveyance of title to a Unit or holding a mortgage trust deed or other lien affecting any Unit shall be deemed to have consented to and approved any amendment to this Declaration and/or Plat made pursuant to this paragraph. Each of the persons and entities described in the preceding sentence agrees upon demand by the Trustee to execute and deliver to the Trustee such documents as the Trustee deems necessary or desirable to cause any amendment to this Declaration or the Plat made pursuant to this paragraph to comply with the Act. Each Unit Owner and each holder of a mortgage, trust deed or lien affecting any Unit, except the Prior Mortgagee, hereby appoints the Trustee and the President of the Developer, and each of them singly as attorney-in-fact for such Unit Owner and holder with full power to indicate such Unit Owner's and holder's consent to and approval of such amendment by signing such amendment on behalf of such Unit Owner and holder. The foregoing power of attorney is a power coupled with an interest and may not be revoked.

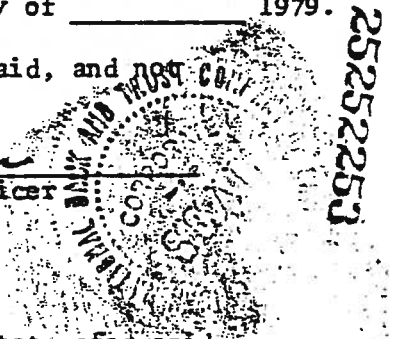
25252253

M. Trustee Exculpation. This Declaration is executed by the AMERICAN NATIONAL BANK AND TRUST COMPANY, Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and AMERICAN NATIONAL BANK AND TRUST COMPANY 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 NATIONAL BANK AND TRUST COMPANY, 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 trust estate under said Trust No. 48207 to the terms of this Declaration: that any and all obligation, duties, covenants, and agreements of every nature herein set forth by AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 48207 or their successors, and not by AMERICAN NATIONAL BANK AND TRUST COMPANY personally; and further, that no duty shall rest upon AMERICAN NATIONAL BANK AND TRUST COMPANY, 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. 48207 and after the Trustee has first been supplied with funds required for the purpose. In the event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, this exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the said AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee, as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to here presents by its Vice President and attested by its Assistant Trust Officer, this NOV 19 1979 day of _____ 1979.

AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee as aforesaid, and not individually
 By [Signature]
 Vice President

ATTEST: [Signature]
 Assistant Trust Officer



STATE OF ILLINOIS)
 COUNTY OF COOK) SS

I, [Signature] a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael Whelan, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY, and Peter Johansen, Assistant Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Trust Officer did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

NOV 19 1979

Given under my hand and Notarial Seal this _____ day of _____, 1979.

[Signature]
 Notary Public


My commission expires: 9/27/82

CERTIFICATE OF DEVELOPER

LAWRENCE A. KOHLS, Developer, hereby certifies that prior to the execution by him or his agents of any agreement for the sale of a Unit, he has given a copy of the Notice of Intent required by the Act to all persons who were tenants of the Property on the date the Notice of Intent was given.

DATE: June 25, 1979.

The undersigned hereby certifies he gave said notice on June 25, 1979.



Lawrence A. Kohls, Developer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, S. Florence Regep, a Notary Public in and for said County and State, do hereby certify that Lawrence A. Kohls personally known to me to be the same person whose name is subscribed to the foregoing Certificate, appeared before me this day in person and acknowledged that he signed and delivered said Certificate as his free and voluntary act, for the uses and purposes therein set forth.

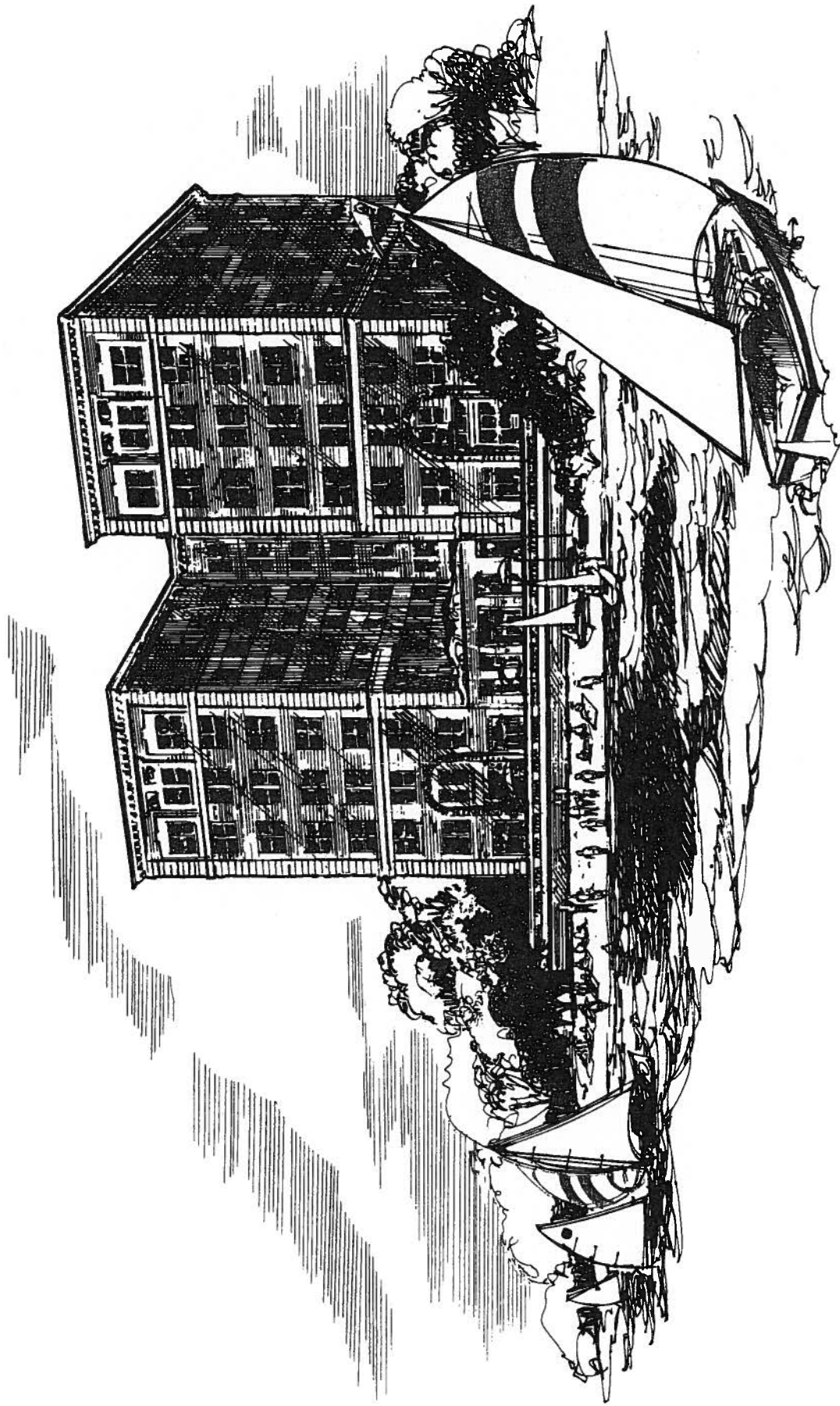
Given under my hand and Notarial Seal this 25 day of June, 1979.





NOTARY PUBLIC

25252253



... "own a piece of Chicago's Lake Front in the most
unique building on the North Shore!"

Sherwin on the Lake

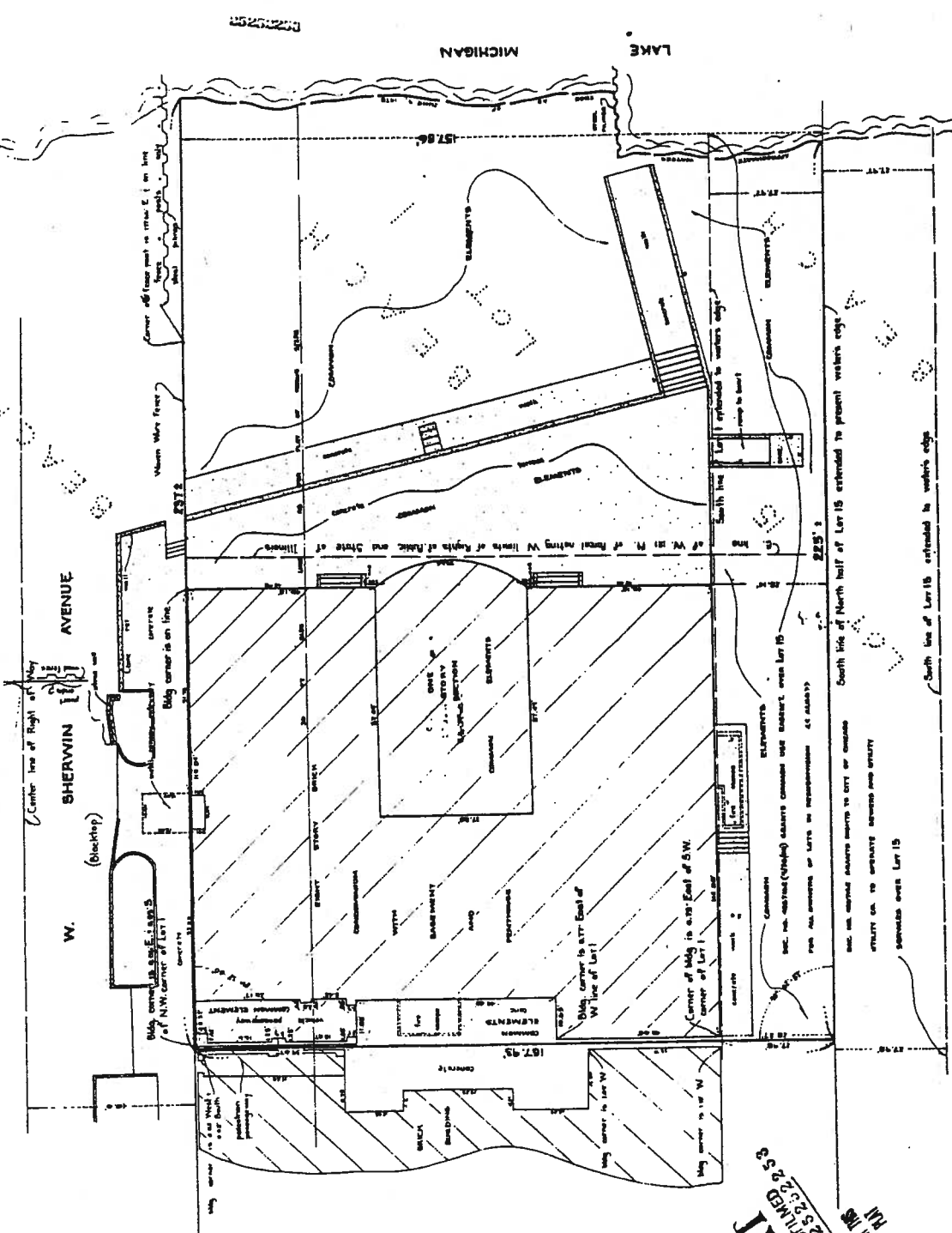
1205 Sherwin

GENTILE AND ASSOCIATES, INC.
REGISTERED LAND SURVEYORS

NOV 21 1973

Lot 1 and that part of the North half of Lot 15 lying South of and adjoining said Lot 1, in the Resubdivision of Block 15 in "BIRCHWOOD BEACH", a subdivision of part of Section 24, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; according to the plat thereof recorded May 3 1972 as Document No. 1656551.

Also known as: (1205 - 1215 W. Sherwin Ave., Chgo., Ill.)
SHERWIN ON THE LAKE CONDOMINIUM



PLAT 19
AS BEING ACQUIRED IN
DOCUMENT NO. 1656551

Scale: 1 inch = 10 feet
 Distances are shown in feet and decimal parts thereof.
 Ordered by: **MERIDIAN REALTY**
 Checked by: **S.M.**
 Surveyed by: **J.F.G.**

25-252253

Sheet of 12
 Exhibit 'A'



STATE OF ILLINOIS, ss.
 County of Cook

I, James S. Gentile, Surveyor, do hereby certify that a correct and true copy of the above and the plat hereon is on file in my office, and that I am duly qualified to perform the duties of my office.

Witness my hand and the seal of my office this 21st day of November, 1973.

James S. Gentile, Surveyor

GENTILE & ASSOC., INC.
 400 N. W. 23

PLAT OF SURVEY

GENTILE AND ASSOCIATES, INC.

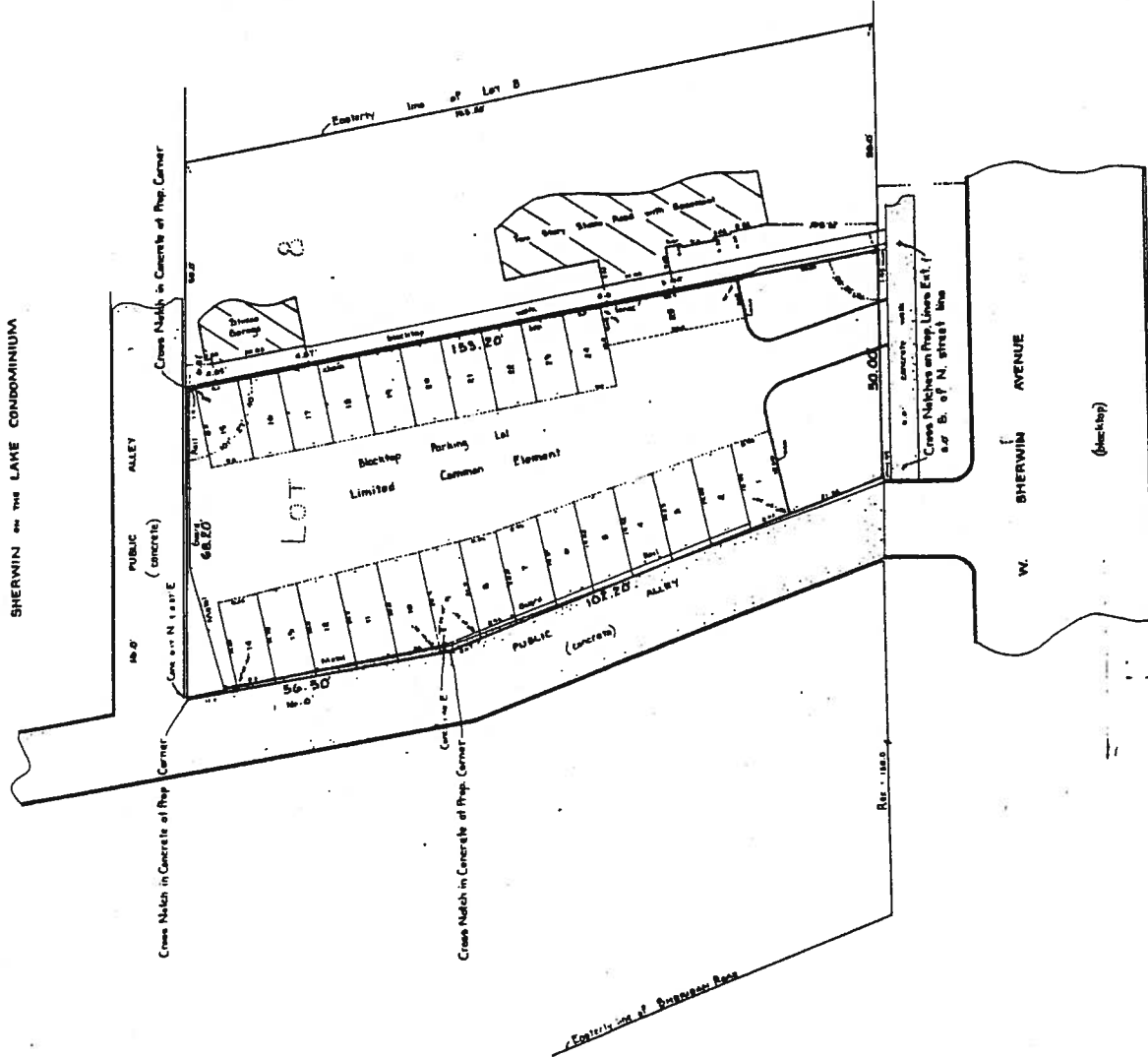
REGISTERED LAND SURVEYORS

NOV 21 1973

CHICAGO, ILLINOIS

Lot 6 (except the Easterly 50.00 ft. thereof) in Block 12 in Re-subdivision of Blocks 11 and 12 in Broomfield District, in Section 27, Township 41 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded as Document No. 1856551 in Book No. 56 of Plats, page No. 4, in Cook County, Illinois

SHERWIN ON THE LAKE CONDOMINIUM



Note: Parking Spaces Will be Assigned. Dimensions of Parking Spaces are as Existing Yellow Panted Lines

Sheet 2 of 12 2525253

Exhibit "A"

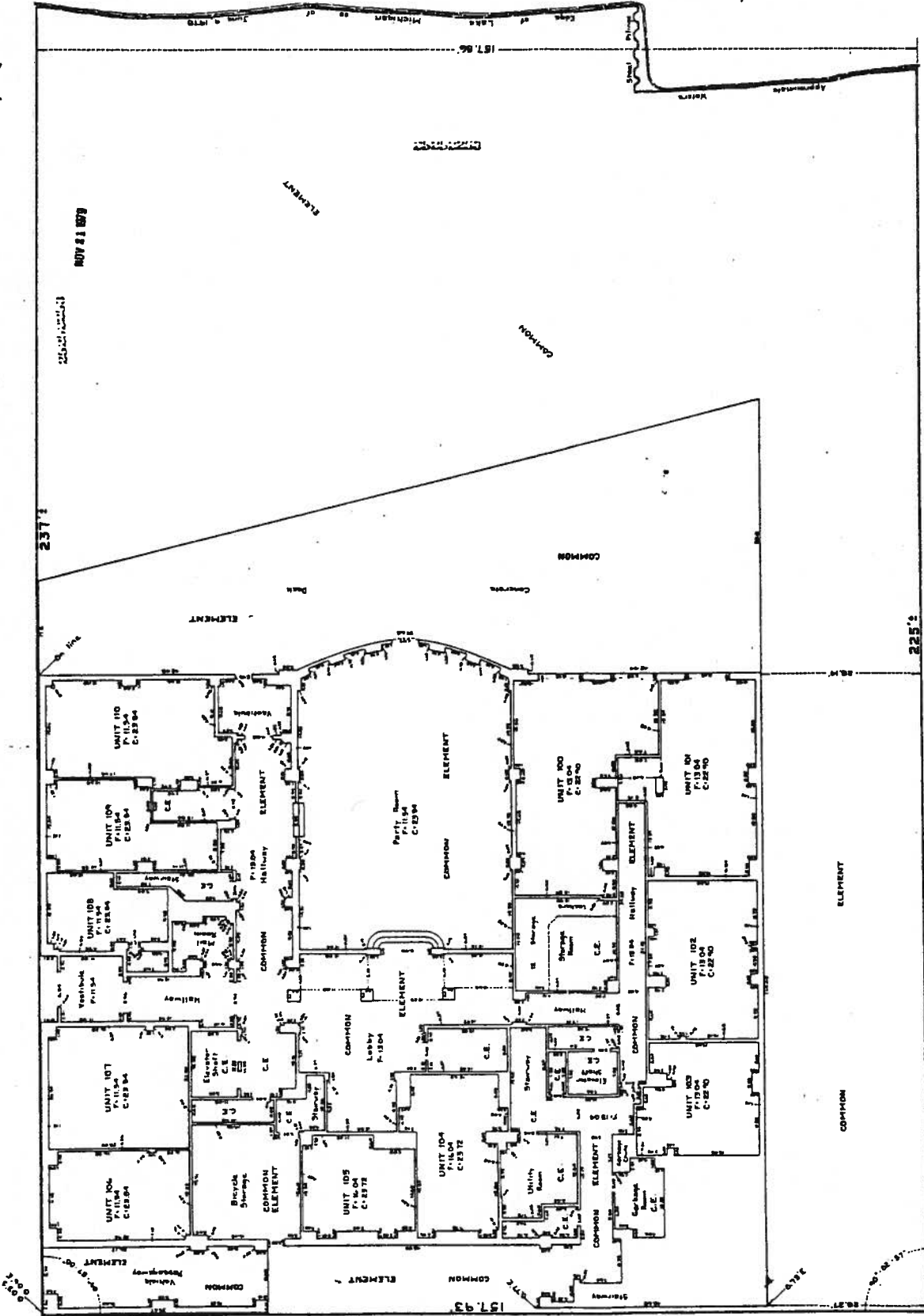
Scale: 1 inch = 15 feet
 Distances are marked in feet and decimal parts thereof
 Ordered by: LEBOVIC REALTY
 Checked by: J.A.A.
 Surveyed by: J.F.G.
 Contains all reports separate surveys of same and all data
 reports and references to same and all other surveys and
 plat maps referred to in this Abstract, and, contract



STATE OF ILLINOIS
 COUNTY OF COOK
 I, GENTILE AND ASSOCIATES, INC., a corporation organized under the laws of the State of Illinois, do hereby certify that the above plat is a true and correct copy of the original plat on file in the office of the County Clerk of Cook County, Illinois, and that the plat is a true and correct copy of the original plat on file in the office of the County Clerk of Cook County, Illinois.
 JULY 9 1973
 GENTILE AND ASSOCIATES, INC.

111 W. 21st Street
 Villa Park, Illinois 60180
 Phone (312) 330-0700

SHERWIN ON THE LAKE CONDOMINIUM



Notes:
 All dimensions and elevations are shown in feet and decimal parts thereof.
 c-calling elevation: r-floor elevation
 c.e. - common element

Elevations are in relation to Chicago City Datum, which is near Southwark, Illinois, about 438'-7100 M. Sherwin Rd. about 1/2 mile of N. Sheridan Rd. and 40% Northwark of N. line of Essex Ave. Elevation = 10.432

FIRST FLOOR
 Sheet 4 of 12
 2525253
 Exhibit 'A'

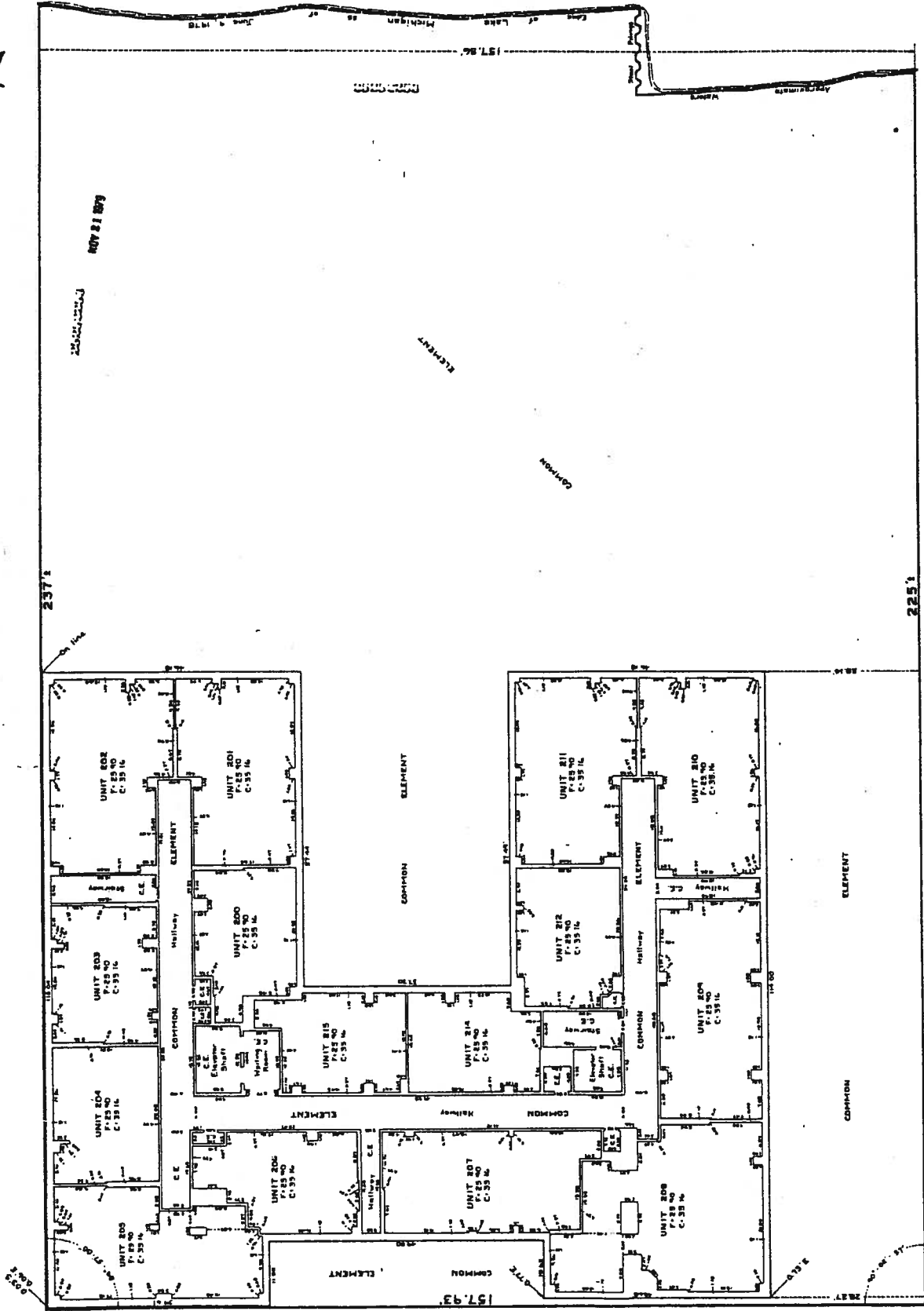
Notes:
 Horizontal boundaries of the units and the first floor are formed by the interior finished surface of the floors and the ceilings.
 Vertical boundaries of the units and the first floor are formed by the interior finished surface of the perimeter walls and the lateral extensions thereof.

PREPARED BY:
GENTILE ASSOC., INC.
 registered land surveyors
 127 W. ST. CHARLES ROAD
 VILLA MAR, ILLINOIS 60081



Scale: 1 inch = 10 feet
 Date: July 9, 1979

SHERWIN ON THE LAKE CONDOMINIUMS



710a. Horizontal boundaries of the units are formed by the interior finished surface of the floors and the ceilings.

710b. Vertical boundaries of the units are formed by interior finished surfaces of the perimeter walls and the lateral extensions thereof.

710c. All dimensions and elevations are shown in feet and decimal parts thereof calling elevation: r. floor elevation c.e. - common ELEMENT

Elevations are in relation to Chicago City Datum, Mark cut near Southwesterly corner of Stone Street on Eastern side of 455th 100th N. Sheridan Rd. about W. line of N. Sheridan Rd. and 40' Northwesterly of N. line of Essex Ave. Elevation = 10452

SECOND FLOOR
 Sheet 5 of 12
 Exhibit A

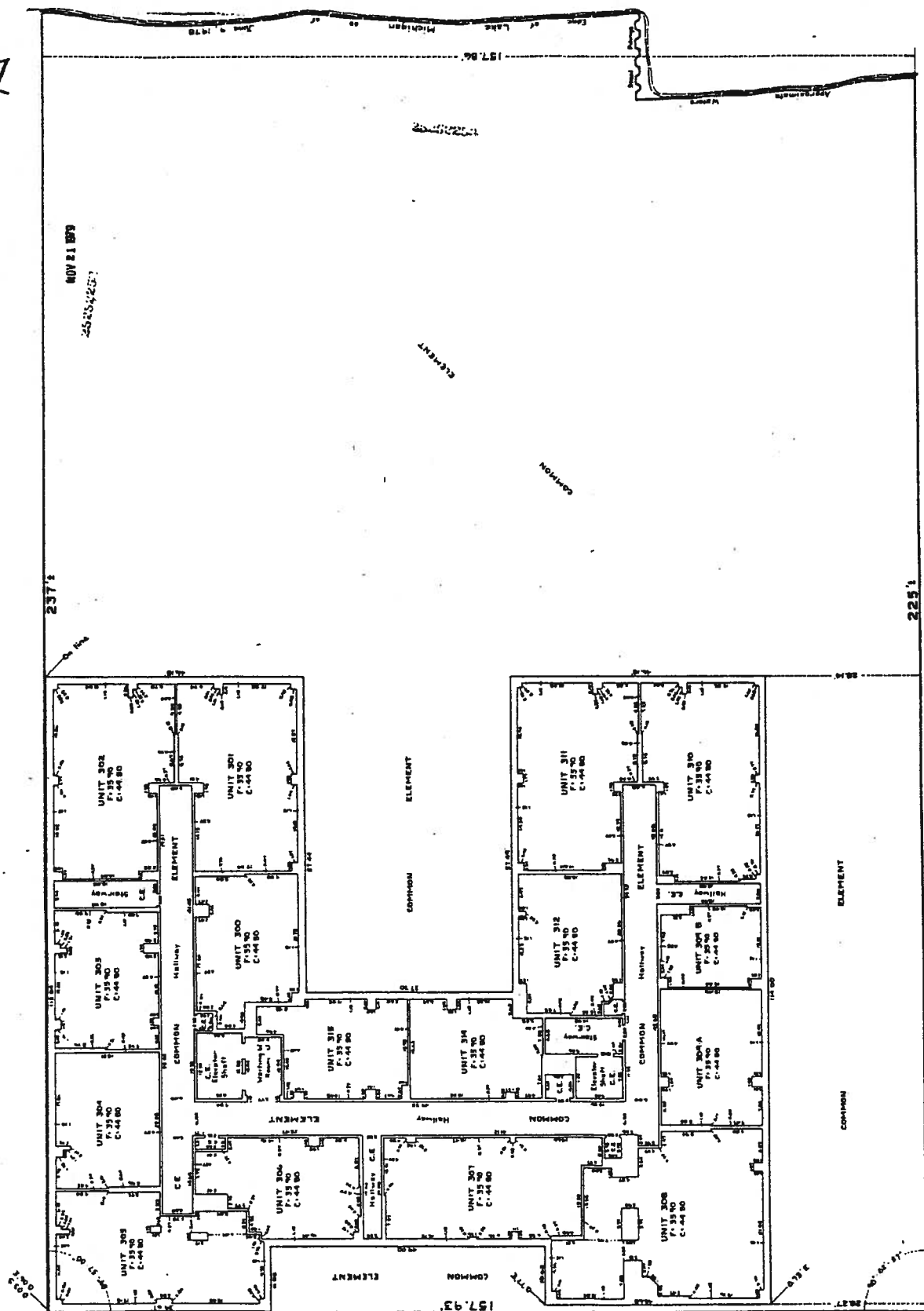
PREPARED BY:
 GENTILE & ASSOC. INC.
 Registered Land Surveyors
 157 N. ST. CHARLES ROAD
 VILLA PARK, ILLINOIS 60181



Scale: 1/4" = 10' feet
 Date: July 4, 1978

QUINCY

2



NOV 21 1979
25252257

700.1 All dimensions and elevations are shown in feet and decimal parts thereof.
 c-calling elevation; r- floor elevation
 c.e.- common ELEMENTARY

Elevations are in relation to Chicago City Datum. Mark cut near Southeastern corner of stone doorill on Eastern side of 459-7100 N. Sheridan Rd. about W. line of N. Sheridan Rd. and 40' Northwily of N. line of Estes Ave. Elevation... 10-952

THIRD FLOOR
 Sheet 6 of 12
 Exhibit 'A'

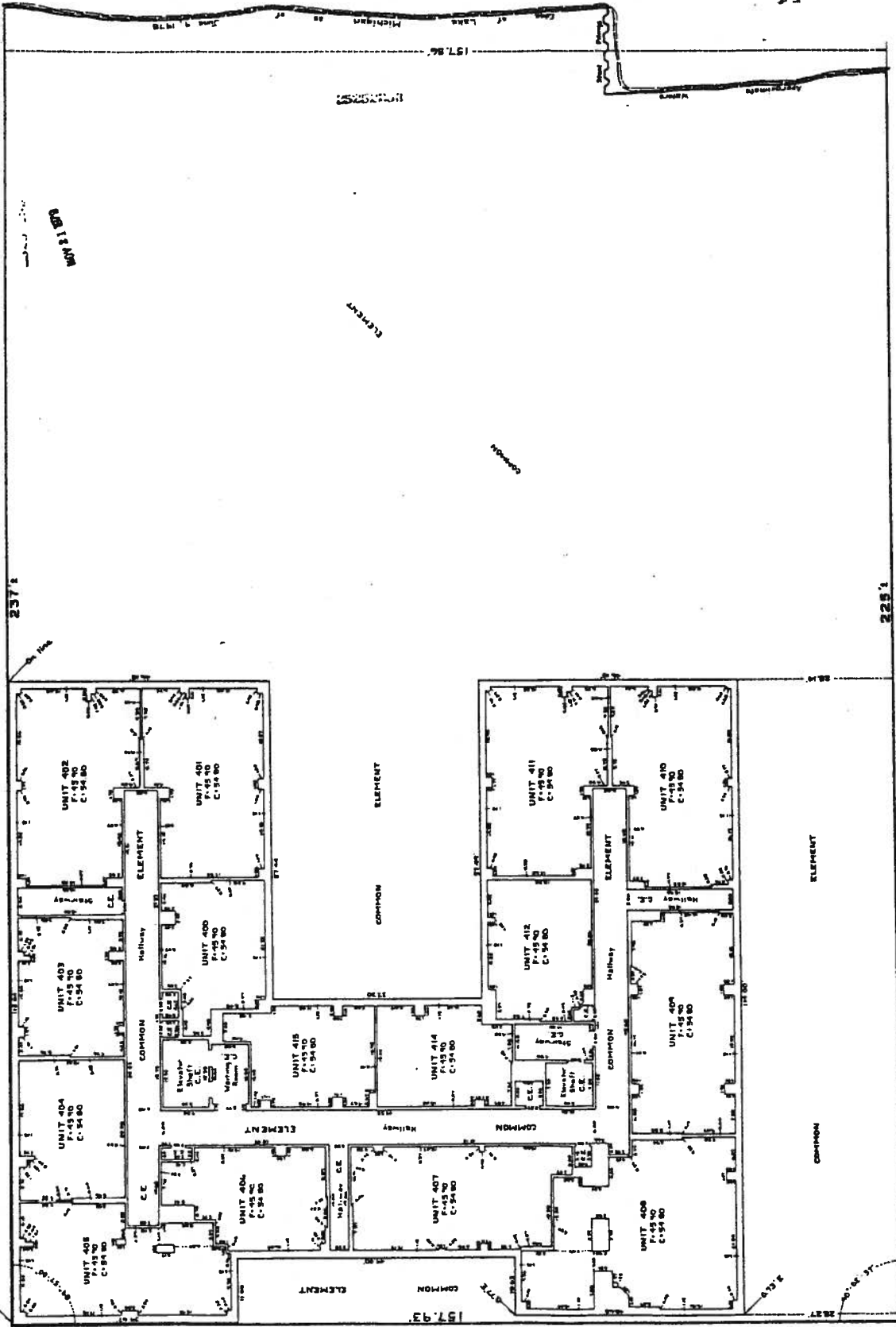
700.1 Horizontal boundaries of the units are formed by the interior finished surface of the floors and the ceilings.
 Vertical boundaries of the units are formed by interior finished surfaces of the perimeter walls and the lateral extensions thereof.

PREPARED BY:
 GENTILE ASSOC. INC.
 registered land surveyors
 137 W. ST. CHARLES ROAD
 VILLA PARK, ILLINOIS 60181
 PHONE (312) 590-0780



Scale: 1 inch = 10 feet
 Date: July 9, 1979

SHERWIN ON THE LAKE CONDOMINIUM



Note! All dimensions and elevations are shown in feet and decimal parts thereof.
 c-calling elevation; f- floor elevation
 c.e. common element

Elevations are in relation to Chicago City Datum, High cut East - Southeast 45.9 = 7100 N. Sheridan Rd. about W. line of N. Sheridan Rd. and 40' Northerly of N. line of East Ave. Elevation = 10432

FOURTH FLOOR
 Sheet 7 of 12
 Exhibit 'A'

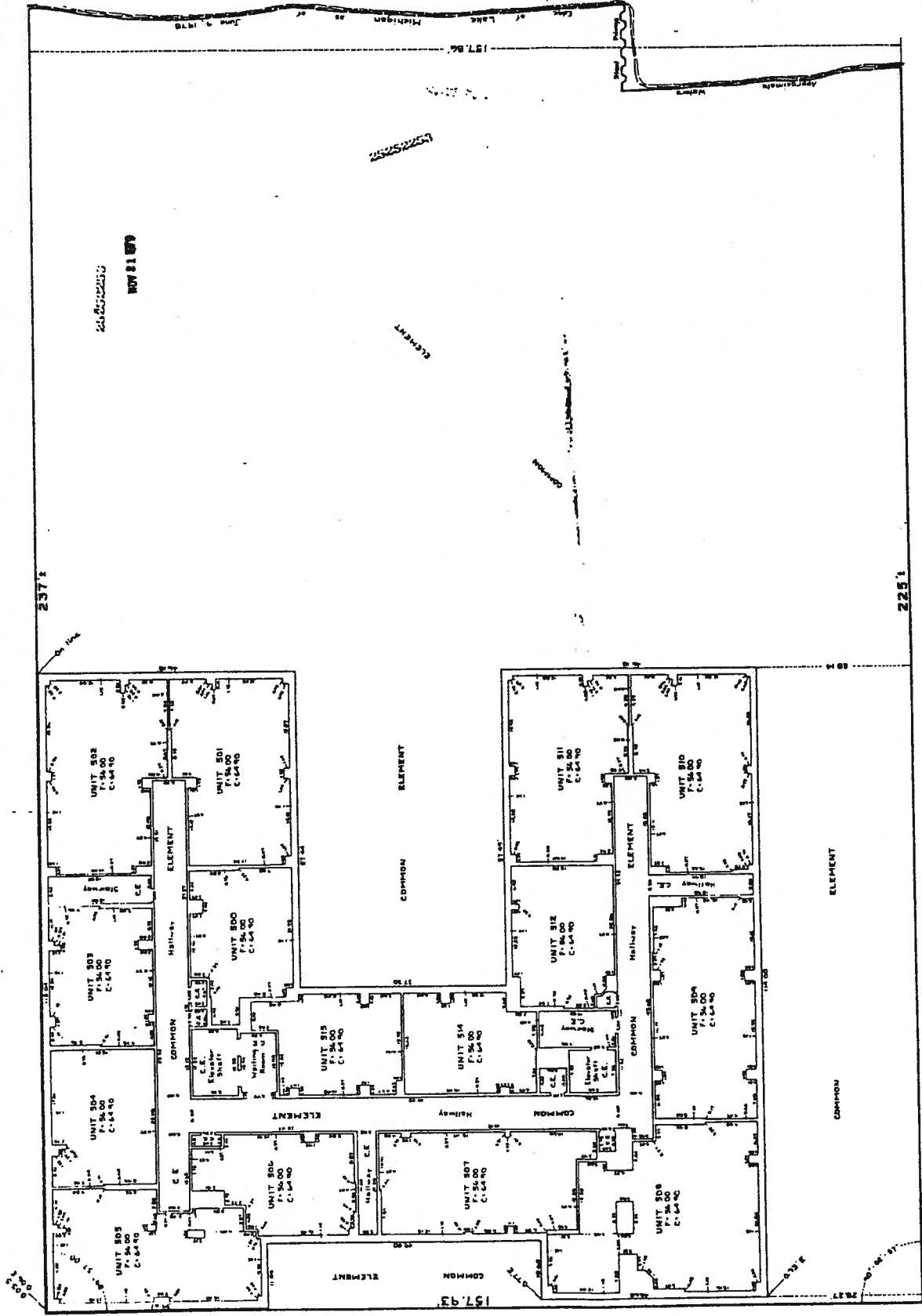
Note! Horizontal boundaries of the units are formed by the interior finished surface of the floors and the ceilings.

Vertical boundaries of the units are formed by the interior finished surface of the perimeter walls and the lateral extensions thereof.

PREPARED BY
GENTILE & ASSOC., INC.
 Registered Land Surveyors
 137 N. ST. CHARLES ROAD

Scale: 1/4" = 10 feet

SHERWIN ON THE LAKE CONDOMINIUM



220552253
 NOV 21 1979

FIFTH FLOOR **8525253**
 Sheet 8 of 12
 Exhibit 'A'

7700. Horizontal boundaries of the units are formed by the interior finished surface of the floors and the ceilings.

Vertical boundaries of the units are formed by the interior finished surface of the perimeter walls and the lateral extensions thereof.

7700. All dimensions and elevations are shown in feet and decimal parts thereof
 c-calling elevation; f. floor elevation
 c.e. - common element

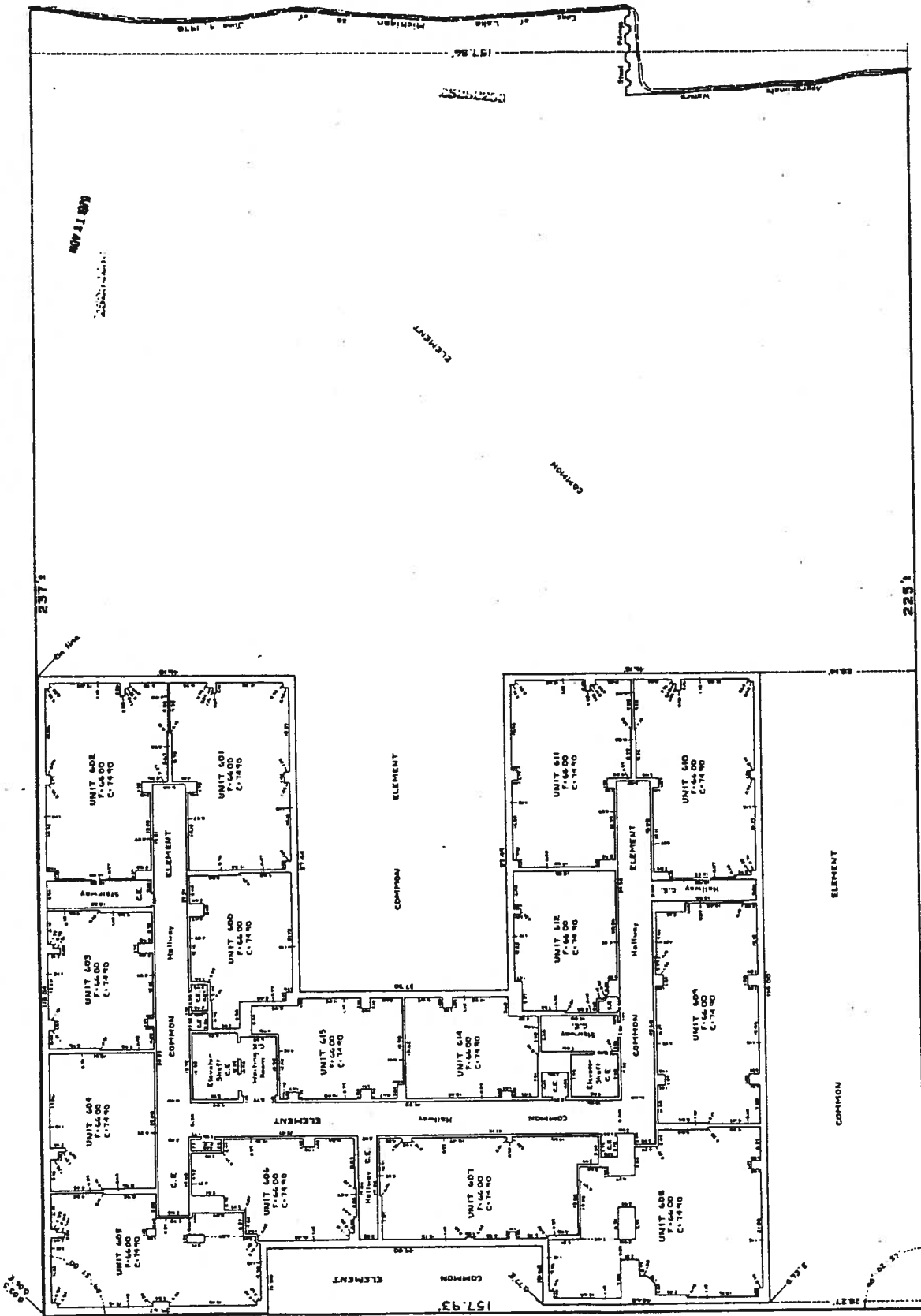
Elevations are in relation to Chicago City Datum. Mark cut near Southeastern corner stone located on Eastern side of 49th St. Sheridan Rd. above line of N. Sheridan Rd. and 40' Northerly Elevation = 10.432

PREPARED BY
 GENTILE & ASSOC., INC.
 registered land surveyors
 127 W. 57 CHARLES ROAD
 VILLAS DEL MAR, ILLINOIS 60081

Scale: 1 inch = 10 feet
 Date: July 9, 1979



SHERWIN ON THE LAKE CONDOMINIUM



776d. Horizontal boundaries of the units are formed by the interior finished surface of the floors and the ceilings.

Vertical boundaries of the units are formed by the interior finished surface of the perimeter walls and the lateral extensions thereof.

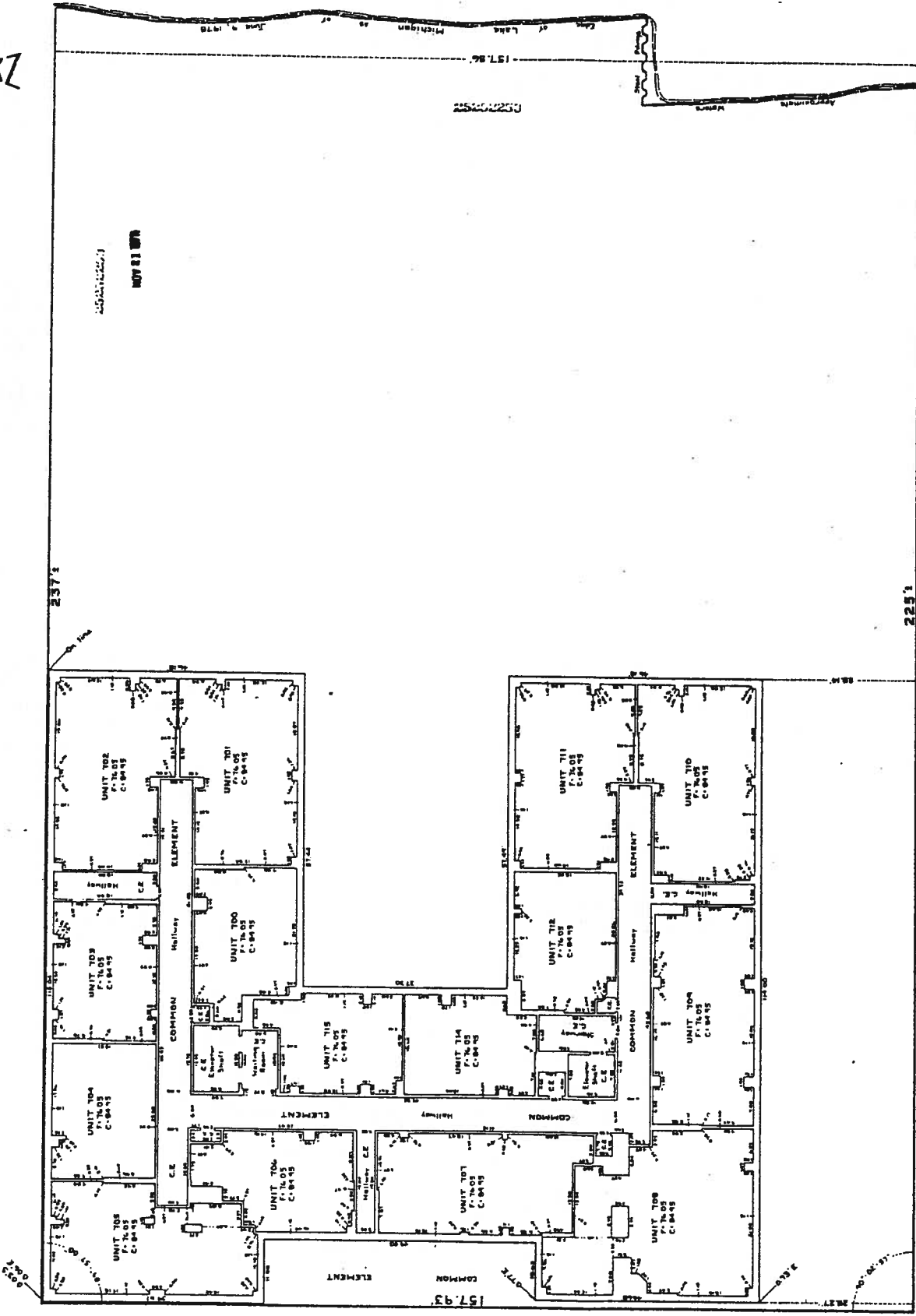
SIXTH FLOOR
 Sheet 9 of 12
 Exhibit A

776d. All dimensions and elevations are shown in feet and decimal parts thereof, creating elevations of floor elevation c.c.: common element.

Elevations are in relation to Chicago City Datum, Mark cut near Southwesterly corner of stone door-wall on Easterly side of 458-7100 N. Sheridan Rd., about W. line of N. Sheridan Rd. and 40' Northerly Elevation... 10.432



SHERWIN ON THE LAKE CONDOMINIUM



SEVENTH FLOOR
 Sheet 10 of 12
 Exhibit 'A'

7706. All dimensions and elevations are shown in feet and decimal parts thereof. Elevation abbreviations: F. floor elevation; C.C. common element.

Elevations are in relation to Chicago City Datum, Mark cut near Southeastern corner of Stone Island on Eastern side of 458 + 1000 N. Sheridan Rd., about W. line of N. Sheridan Rd. and 40' Northerly of N. line of Eastas Ave. Elevation = 10.432

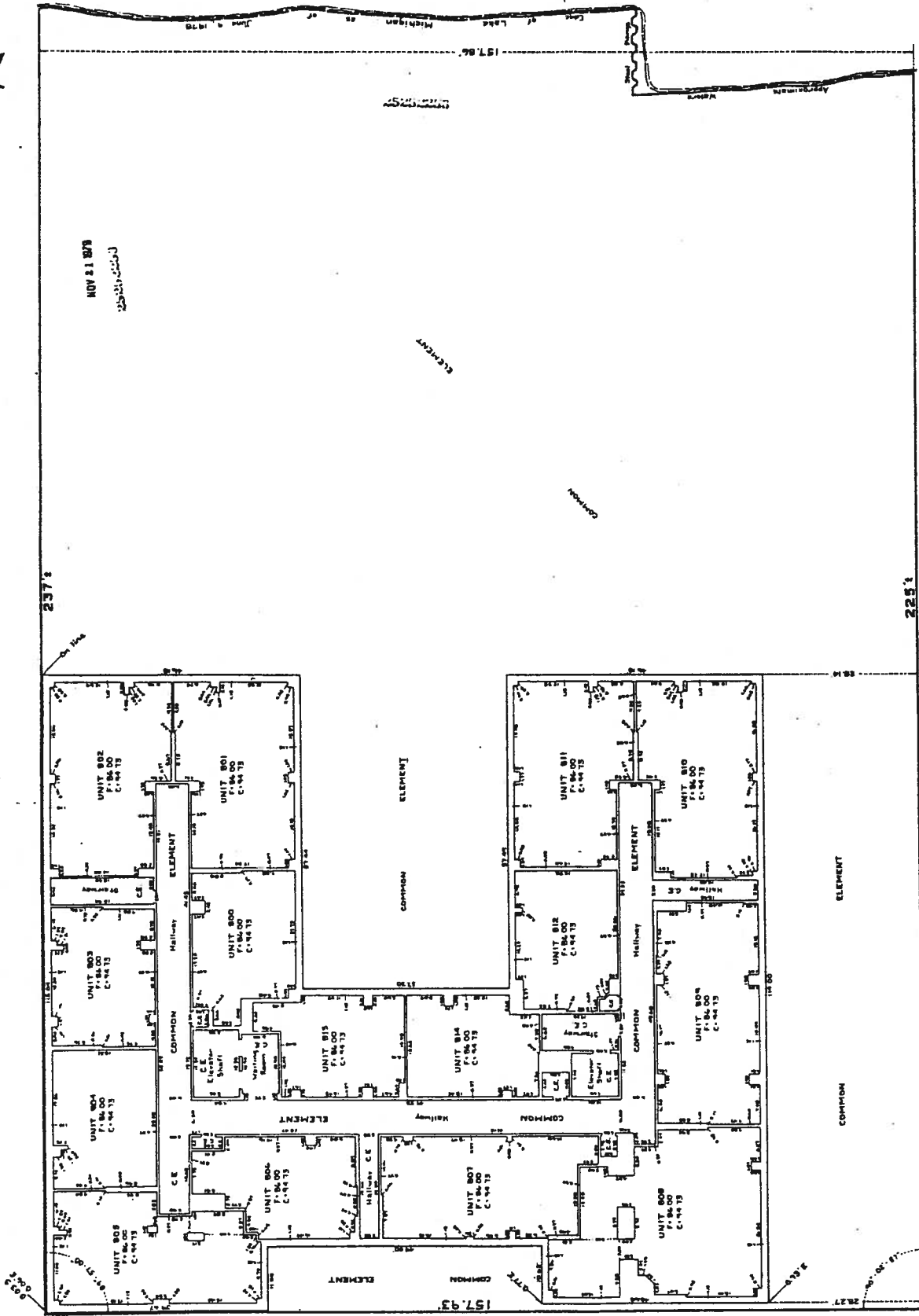
7706. Horizontal boundaries of the units are formed by the interior finished surface of the floors and the ceilings.

Vertical boundaries of the units are formed by the interior finished surface of the perimeter walls and the lateral extensions thereof.

PREPARED BY
 GENTILE ASSOC., INC.
 Registered land surveyors
 181 N. ST. CHARLES ROAD
 VILLA PARK, ILLINOIS 60181



SHERWIN ON THE LAKE CONDOMINIUM



NOV 21 1979
 157.94'
 237'2"
 225'1"
 157.93'

EIGHTH FLOOR
 Sheet 11 of 12
 Exhibit 'A'

Note 1 Horizontal boundaries of the units are formed by the interior finished surface of the floors and the ceilings.
Note 2 Vertical boundaries of the units are formed by the interior finished surface of the perimeter walls and the lateral extensions thereof.

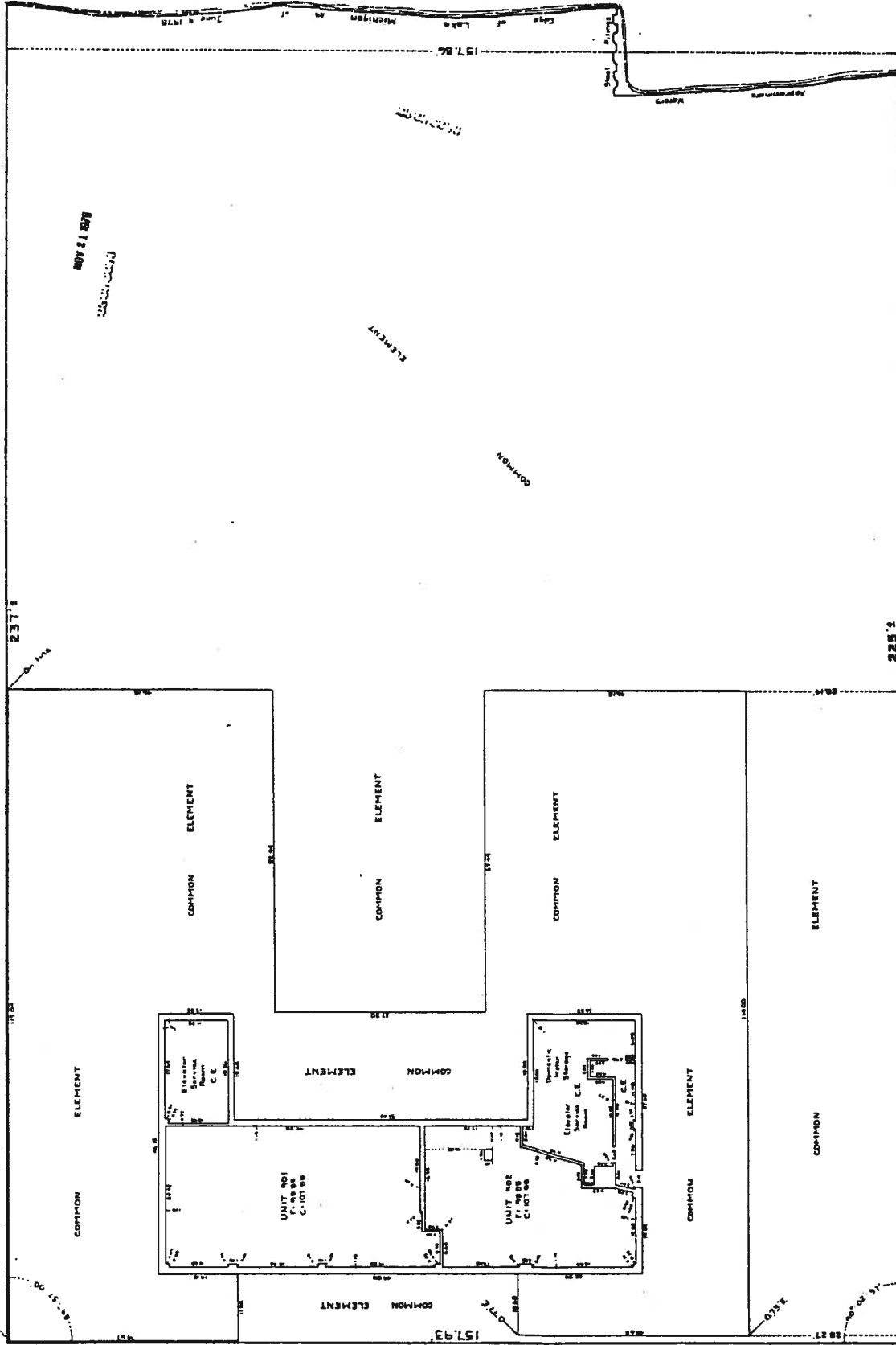
Note 3 All dimensions and elevations are shown in feet and decimal parts thereof.
 c.c. = ceiling elevation; f. = floor elevation
 c.e. = common ELEMENT
 Elevations are in relation to Chicago City Datum, Mark cut near Southeastly corner of Stone doorill on Eastern side of 459 + 7100 N. Sheridan Rd. about W. line of N. Sheridan Rd. and 40' + Northerly of N. line of Essex Ave. Elevation... 10-452

PREPARED BY
GENTILE ASSOC. INC.
 Registered Land Surveyors
 131 W. ST. CHARLES ROAD
 VILLA PARK, ILLINOIS 60181



Scale: 1 inch = 10 feet
 Date: July 9, 1979

SHERWIN ON THE LAKE CONDOMINIUM



NOV 21 1979
 157.93'

7766.1 All dimensions and elevations are shown in feet and decimal parts thereof including elevations of floor-slaves and C.E. - COMMON ELEMENT

Elevations are in relation to Chicago City Datum Mark cut near Southwesterly corner of etone door sill on Easterly side of 45B + 7100 N Sheridan Rd., about N. line of N. Sheridan Rd. and 401 Northwesterly of N. line of Essex Ave. Elevation... 10.432

PENTHOUSE
 Sheet 12 of 12
 Exhibit 'A'

7766.1 Horizontal boundaries of the units are formed by the interior finished surface of the floors and the ceilings

Vertical boundaries of the units are formed by the interior finished surface of the perimeter walls and the lateral extensions thereof

PREPARED BY
 GENTILE & ASSOC. INC.
 Registered Land Surveyors
 877 N. CHARLES ROAD
 VILLA PARK, ILLINOIS 60181
 PHONE: (312) 330-0180



Scale 1 inch = 10 Feet
 Date July 9, 1979

E X H I B I T "B"

LEGAL DESCRIPTION OF UNITS

UNIT NO. _____ in the 1205 W. Sherwin Condominium as delineated on a survey of the following described real estate:

PARCEL 1:

LOT 1 and that part of the north 1/2 of lot 15 lying south of and adjoining said lot 1 in the resubdivision of block 15 in Birchwood Beach, a subdivision of part of Section 29, Township 41 North, Range 14 east of the Third Principal Meridian, in Cook County, Illinois,

ALSO

PARCEL 2:

LOT 8 (except the easterly 50 feet thereof) in block 12 in the resubdivision of blocks 11 and 12 in Birchwood Beach, in Section 29, Township 41 North, Range 14 east of the Third Principal Meridian, according to the plat thereof recorded as Document 1656551 in Book 56 of Plats, Page 4, all in Cook County, Illinois.

25252253

EXHIBIT "C"

PERCENTAGE OF OWNERSHIP INTEREST IN COMMON ELEMENT

UNIT #100.	1.16%
UNIT #101.	1.00%
UNIT #102.	0.81%
UNIT #103.	0.60%
UNIT #104.	0.65%
UNIT #105.	0.50%
UNIT #106.	0.57%
UNIT #107.	0.79%
UNIT #108.	0.43%
UNIT #109.	0.57%
UNIT #110.	0.81%
UNIT #200.	0.63%
UNIT #201.	0.99%
UNIT #202.	1.00%
UNIT #203.	0.66%
UNIT #204.	0.67%
UNIT #205.	0.92%
UNIT #206.	0.64%
UNIT #207.	0.99%
UNIT #208.	1.33%
UNIT #209.	1.03%
UNIT #210.	1.03%
UNIT #211.	0.99%
UNIT #212.	0.65%
UNIT #214.	0.62%
UNIT #215.	0.60%
UNIT #300.	0.66%
UNIT #301.	0.99%
UNIT #302.	1.00%
UNIT #303.	0.66%
UNIT #304.	0.67%
UNIT #305.	0.92%
UNIT #306.	0.64%
UNIT #307.	0.99%
UNIT #308.	1.33%
UNIT #309A	0.62%
UNIT #309B	0.41%
UNIT #310.	1.03%
UNIT #311.	0.99%
UNIT #312.	0.65%
UNIT #314.	0.62%
UNIT #315.	0.60%

25252253

UNIT #400. 0.63%
UNIT #401. 0.99%
UNIT #402. 1.00%
UNIT #403. 0.66%
UNIT #404. 0.67%
UNIT #405. 0.92%
UNIT \$406. 0.64%
UNIT #407. 0.99%
UNIT #408. 1.33%
UNIT #409. 1.03%
UNIT #410. 1.03%
UNIT #411. 0.99%
UNIT #412. 0.65%
UNIT #414. 0.62%
UNIT #415. 0.60%

UNIT #500. 0.63%
UNIT #501. 0.99%
UNIT #502. 1.00%
UNIT #503. 0.66%
UNIT #504. 0.67%
UNIT #505. 0.92%
UNIT #506. 0.64%
UNIT #507. 0.99%
UNIT #508. 1.33%
UNIT #509. 1.03%
UNIT #510. 1.03%
UNIT #511. 0.99%
UNIT #512. 0.65%
UNIT #514. 0.62%
UNIT #515. 0.60%

UNIT #600. 0.63%
UNIT #601. 0.99%
UNIT #602. 1.00%
UNIT #603. 0.66%
UNIT #604. 0.67%
UNIT #605. 0.92%
UNIT #606. 0.64%
UNIT #607. 0.99%
UNIT #608. 1.33%
UNIT #609. 1.03%
UNIT #610. 1.03%
UNIT #611. 0.99%
UNIT #612. 0.65%
UNIT #614. 0.62%
UNIT #615. 0.60%

25252253

UNIT #700.	0.66%
UNIT #701.	0.99%
UNIT #702.	1.00%
UNIT #703.	0.66%
UNIT #704.	0.67%
UNIT #705.	0.92%
UNIT #706.	0.64%
UNIT #707.	0.99%
UNIT #708.	1.33%
UNIT #709.	1.03%
UNIT #710.	1.03%
UNIT #711.	0.99%
UNIT #712.	0.65%
UNIT #714.	0.62%
UNIT #715.	0.60%
UNIT #800.	0.66%
UNIT #801.	0.99%
UNIT #802.	1.00%
UNIT #803.	0.66%
UNIT #804.	0.67%
UNIT #805.	0.92%
UNIT #806.	0.64%
UNIT #807.	0.99%
UNIT #808.	1.33%
UNIT #809.	1.03%
UNIT #810.	1.03%
UNIT #811.	0.99%
UNIT #812.	0.65%
UNIT #814.	0.62%
UNIT #815.	0.60%
UNIT #901.	1.385%
UNIT #902.	1.385%

TOTAL 100.00%

*Included in the percentage interest in the common elements is the percentage interest attributable to the parking spaces. The trustee reserves the right to transfer spaces pursuant to Article III, Section N of the Declaration of Condominium.

**As of the date of the recording of this Declaration of Condominium, the following parking spaces have been assigned to the units as indicated below:

- Unit 510 - Parking Space #2
- Unit 602 - Parking Space #12
- Unit 701 - Parking Space #23
- Unit 802 - Parking Space 1
- Unit 810 - balance of the parking spaces

25252253

EXHIBIT "D"

BY-LAWS

OF

SHERWIN-ON-THE-LAKE CONDOMINIUMS

ARTICLE I

MEMBERS
(UNIT OWNERS)

Section 1. ELIGIBILITY. The Members of Sherwin-on-the-Lake Condominium Association, an Illinois not-for-profit corporation, shall consist of the respective Unit Owners of the property commonly known as 1205 W. Sherwin Ave., Chicago, Illinois (called "Property"). These and other terms are used in these By-Laws as they are defined in the Declaration of Condominium Ownership for Sherwin-on-the-Lake Condominiums, which Declaration is recorded in the office of the Recorder of Deeds of Cook County, Illinois. The words "Member" or "Members" as used in these By-Laws, mean and shall refer to "Unit Owner" or "Unit Owners", as the case may be, as defined in the Declaration. The Association shall have only one class of membership. These By-Laws are the By-Laws of the Association whether or not it incorporates as an Illinois not-for-profit corporation, and the words "Director" and "Board of Directors" used herein, are synonymous and interchangeable with "Managers" and "Board of Managers" as used and provided under the Act and Declaration. If a Unit Owner is a trust, the member shall be the beneficiary or beneficiaries of such trust. If the Unit Owner is a corporation or partnership, the voting rights of such corporation or partnership shall be exercised by an officer, partner or employee as duly authorized by such corporation or partnership, as the case may be.

Section 2. SUCCESSION. The Membership of each Unit Owner shall terminate when said person, trust, corporation or partnership, ceases to be a Unit Owner, and upon the sale, transfer or other disposition of such person's or entity's ownership interest in the Property, said person's or entity's membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. ANNUAL MEETINGS. The Members shall hold an annual meeting, one of the purposes of which shall be to elect the Board. The first regular annual meeting of Association members (the "First Meeting") may be held subject to the terms hereof, on any date, at the option of the Trustee, Developer or First Board (as hereinafter defined) as the case may be, provided, however that said First Meeting

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must be held not more than sixty (60) days after the Trustee has sold and delivered its deed for at least seventy-five per cent (75%) of the Units of the Parcel, or three (3) years after the date of recording this Declaration, whichever is earlier. Subsequent to the First Meeting, there shall be a regular annual meeting of Unit Owners held each year within 15 days of the anniversary of the First Meeting. All such meetings of Unit Owners shall be held at such place in Cook County, Illinois, and at such time as specified in the written notice of such meeting which shall be mailed to all Unit Owners at least ten (10) and not more than thirty (30) days prior to the date of such meeting.

Section 4. SPECIAL MEETINGS. Special Meetings of the Unit Owners may be called by the President or by a Majority of the Directors of the Board or by Unit Owners having at least twenty per cent (20%) of the votes entitled to be cast at such meeting, provided that said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days nor more than thirty (30) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 5. DELIVERY OF NOTICE OF MEETINGS. Pursuant to the Act, notice of meetings of the Association and/or Board must be mailed to the Unit Owners. Notice shall be mailed to the Unit Owner at the address given to the Board by said Unit Owner for such purpose, or if no address for such purpose has been given to the Board, it shall be mailed to the Owner's Unit.

Section 6. VOTING. The aggregate number of votes for all Unit Owners shall be one hundred (100), and shall be divided among the respective Unit Owners in accordance with their respective percentage of ownership interest in the Common Elements, as set forth in Exhibit C of the Declaration, as said Exhibit C may be amended from time to time. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person, in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The Trustee may exercise all voting rights with respect to the Units owned by it from time to time. If at any time thirty per cent (30%) of the Units, by number, possess over fifty per cent (50%) of the undivided ownership in the Common Elements, then any percentage vote of the Unit Owners specified in the Act, the Declaration, or these By-Laws shall require the specified percentage by number of Units rather than by percentage of ownership of the Common Elements.

Section 7. QUORUM. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners, represented in person or proxy, holding at least thirty-five per cent (35%) of the votes entitled to be cast at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 8. SPECIAL MAJORITIES. The following matters shall be subject to an affirmative vote of seventy-five (75%) per cent of the votes of Unit Owners at a meeting duly called for that purpose: (1) merger or consolidation of the Association; (2) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of

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the property and assets of the Association; (3) the purchase or sale of land or units on behalf of all Unit Owners.

Section 9. RULES OF MEETINGS. The Board may prescribe reasonable rules for the conduct of all meetings of the Unit Owners and the Board. In the absence of such rules, Robert's Rules of Order shall be used.

ARTICLE II

BOARD OF DIRECTORS

Section 1. FIRST BOARD. Until the election of directors of the First Meeting of the Unit Owners, the Board of Directors shall be the directors listed in the Articles of Incorporation of the Association who shall be appointed by the Trustee, through its beneficiary. In the absence of filing such Articles of Incorporation, pursuant to the Act, prior to said First Meeting, the powers vested in the Board by the Act shall be held and performed by the Trustee through its beneficiary.

Section 2. NUMBER, ELECTION AND TERM OF OFFICE. The Board of Directors of the Association (referred to in the Illinois Condominium Property ACT AS THE "Board of Managers" and sometimes referred to herein as the "Board") shall consist of five (5) Members. Directors shall be elected at each regular annual meeting of Association members by vote of Unit Owners. Voting shall be 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. Directors shall be elected for a term of two years and shall be permitted to run for re-election; except, however, that at the First Meeting two (2) directors shall be elected for a term of two years and three (3) directors for a term of one year, the two (2) persons receiving the highest number of votes to be elected for two years and the next three (3) persons receiving the next highest number of votes to be elected for the one-year term.

Section 3. QUALIFICATION. Each director, except for members of the First Board, if any, shall be a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a director may be an officer, partner, employee or beneficiary of such Unit Owner). If a Director shall cease to meet such qualifications, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 4. VACANCIES. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director whom he succeeds.

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Section 5. MEETINGS. At least four (4) regular meetings of the Board shall be held annually, one of which shall be within ten (10) days following the regular annual meeting of the Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board. Pursuant to the Act, meetings of the Board shall be open to any Unit Owner. Notice of meetings of the Board shall be mailed to all Unit Owners and Directors at least 48 hours prior thereto, except notices of a meeting concerning the adoption of the proposed annual budget or any increase or establishment of an assessment must be mailed to the Unit Owners no less than ten (10) days and no more than thirty (30) days prior thereto, and copies of the proposed budget furnished at least thirty (30) days prior to adoption. Pursuant to the Act, any person entitled to such notice may waive such notice in writing before the meeting is convened. Any director may consent to any action proposed to be taken by the Board without a meeting.

Section 6. REMOVAL. Any director may be removed from office for cause by the vote of two-thirds (2/3) of the total undivided ownership of the Common Elements.

Section 7. COMPENSATION. Directors shall receive no compensation for their services as directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 8. QUORUM. A majority of the directors shall constitute a quorum.

Section 9. POWERS AND DUTIES. The Board shall exercise for the Association all powers, duties and authority vested therein by law, the Declaration and the By-Laws, except for such powers, duties and authority reserved thereby to the Members of the Association. The powers and duties of the Board shall include:

- a) to provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements;
- b) to prepare, adopt and distribute the annual budget for the property;
- c) to levy assessments;
- d) to collect assessments from Unit Owners;
- e) to employ and dismiss any personnel necessary or advisable for the maintenance and operation of the Common Elements, including a Manager or Managing Agent, accountants and attorneys, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, any agreement or contract for professional management or any contract providing for services by the Developer must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of three (3) years;
- f) to own, convey, encumber, lease and otherwise deal with Units conveyed to or purchased by it;

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- g) to adopt and amend rules and regulations covering the details of the operation and use of the Property, to the extent and in the manner provided in Article V, Section 7 of these By-Laws;
- h) to keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- i) to have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Units or a Unit;
- j) to approve payment vouchers for the maintenance, repair and replacement of the Common Elements including delegation of such approval to certain officers of the Association; provided in the absence of designation, the President shall be the officer to so approve;
- k) to elect and remove the officers of the Association as herewith provided;
- l) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- m) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- n) to grant easements over certain areas of the common elements;
- o) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in Article I of the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- p) to bid and purchase, for and on behalf of the Association any Unit, or interest therein, at a sale pursuant to a foreclosure of the lien for common expenses under the Act, or an order or direction of a Court, or at any other involuntary sale, upon the consent or approval of Unit Owners owning not less than seventy-five (75%) per cent of the total ownership of the Common Elements, provided that such consent shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit;
- q) to make such mortgage arrangements and special assessments proportionately among the respective Unit Owners, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association provided, however, that no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased and the percentage interest in the Common Elements appurtenant thereto; and

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- e.) to exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Condominium Property Act of the State of Illinois, and all powers and duties of a Board of Managers or a Board of Directors referred to in the Declaration or these By-Laws.

Section 10. NON-DELEGATION. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the directors or the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

ARTICLE III

OFFICERS

Section 1. DESIGNATION. Annually, at the regular Board meeting following the regular annual meeting of Unit Owners, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

- a) a President, who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;
- b) a Secretary, who shall be a director and 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 Secretary;
- c) a Treasurer, who shall be a director and who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;
- d) such additional officers as the Board shall see fit to elect.

Section 2. POWERS. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit. The President is empowered to execute amendments to condominium instruments as provided under the Act, Declaration and By-Laws, and to mail and receive all notices.

Section 3. TERM OF OFFICE. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified. Officers may succeed themselves.

SECTION 4. VACANCIES. Vacancies in any office shall be filled by the Board by a majority vote of the members thereof at a special meeting of said Board. Any officer so 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 the Board at a special meeting thereof.

Section 5. COMPENSATION. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners.

ARTICLE IV

ASSESSMENTS

Section 1. ANNUAL BUDGET. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, any expenses incurred in connection with the operation of all other common expenses. 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. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, such surplus or deficit, as the case may be, shall also be taken into account. Each Unit Owner shall receive a copy of the proposed annual budget at least thirty (30) days prior to the adoption thereof by the Board.

Section 2. ASSESSMENTS. The estimated annual budget for each fiscal year and any amendments or changes thereto shall be approved by the Board. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses for such year, one-twelfth (1/12) of his proportionate share of the common expenses for such year, as shown by the annual budget. Such proportionate share for each Unit Owners shall be in accordance with his respective ownership interest in the Common Elements, as set forth from time to time in Exhibit C of the Declaration. Pursuant to rules and regulations duly adopted by the Board, the Board may assess a late charge against any Unit Owner who fails to pay the monthly assessment on his Unit when due. Copies of said estimated annual budget and any amendments or changes thereto shall be furnished by the Board to each Unit Owner not less than thirty (30) days before the first monthly assessment based upon said annual budget or amended or changed annual budget is due. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as may be directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit or the Common Elements. The provisions of this Section 2 of Article IV, which affect the

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amount or manner of payment of the assessments payable hereunder by the Trustee or which affect the amount or manner of payment of the Trustee's proportionate share of the common expenses, shall not be changed, amended or modified without the prior written consent of the Trustee. As used herein, the term "Trustee" includes the Prior Mortgagee as successor as provided in the Declaration.

Section 3. PARTIAL YEAR OR MONTH. For the first fiscal year, the annual budget shall be as approved by the Trustee. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of acquisition of his Unit by each Unit Owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. ANNUAL REPORT. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

Section 5. SUPPLEMENTAL BUDGET. In the event that during the course of any year it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, or if a non-recurring expenditure not provided for in the budget is required, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

Section 6. CAPITAL EXPENDITURES. Except for capital expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any capital expenditure in excess of One Thousand Dollars (\$1,000) unless required for emergency repair, protection or operation of the Common Elements, nor enter any contract for more than three (3) years, without the prior approval of three-fourths (3/4) of the total ownership of the Common Elements.

Section 7. LIEN. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses, including any special assessment, as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the common expenses including special assessments when due, the amount thereof shall constitute a lien, as provided in the Act, and the Declaration, on the interest of such Unit Owner in the Property, subordinate to such other liens as provided in the Declaration.

The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suits and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the Court. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the common expenses, and such Unit Owner withholds possession of his Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Unit. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Property Act, the Forcible Entry and Detainer Act, the Declaration or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 8. RECORDS AND STATEMENT OF ACCOUNT. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

Upon receipt of ten (10) days written notice to it or the Association from a Unit Owner or from the encumbrancer of a Unit, and upon payment of a reasonable fee, the Board shall furnish to said Unit Owner or encumbrancer a statement of the account setting forth the amount of any unpaid assessments or other charges due and owing from said Unit Owner.

Section 9. DISCHARGE OF LIENS. The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit Ownership. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

Section 10. HOLDING OF 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 adjustment as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the sole benefit, use and account of all the Unit Owners in the percentages set forth from time to time in Exhibit C to the Declaration.

ARTICLE V

USE AND OCCUPANCY RESTRICTIONS

Section 1. GENERAL. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain his Unit and Limited Common Elements in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit or the Common Elements which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles 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 on other equipment, fixtures or items of any kind, without the prior written permission of the Association or Board. No Owner of a Unit shall display, hang, store or use any sign outside his Unit, in a hallway or elsewhere, which may be visible from the outside of his Unit, without the prior written permission of the Association or Board.

Section 2. ANIMALS. No animals shall be raised, bred or kept in any Unit or the Common Elements, except that dogs, cats, or other usual household pets may be kept in Units, provided said pets are not kept or bred for any commercial purpose, and provided that said pets are kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that said pets shall not, in the sole judgment of the Board, constitute a nuisance to others. Any pet which in the sole judgment of the Board is causing or creating a nuisance or unreasonable disturbance, shall be permanently removed from the Property upon three days written notice from the Board. The Board may restrict pets from access to any portions of the Common Elements or limit access to certain portions of the Common Elements. Nothing contained herein shall be deemed to supersede any provision permitting dogs which is contained in any lease of a Unit (or renewal thereof) in effect on the date of recording of the Declaration.

Section 3. TRASH. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

Section 4. USE BY TRUSTEE. During the period of sale or rental by the Trustee (or prior mortgagee as successor as above provided) of any Units, the Trustee and its beneficiary and said beneficiary's agents, employees, contractors and subcontractors, and their respective agents, employees, successors and assigns (such as the prior mortgagee) shall be entitled to access and ingress to an egress from any Building and the Property as may be required for purposes of said sale or rental.

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Section 5. STORAGE. Articles of personal property belonging to any Unit Owner, such as baby carriages, camping vehicles, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in any parking area, corridor, hallway, lobby or other common area, except in storage or parking areas specifically designated by the Board for use by the respective Unit Owner.

Section 6. WIRING. No Unit Owner shall overload the electric wiring in any Building or operate any 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 Association or Board.

Section 7. RULES AND REGULATIONS. The Board by vote of at least four (4) Directors, and without approval of the Unit Owners, except as hereinafter set forth, may adopt such reasonable rules and regulations not inconsistent with the Declaration and By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Unit Owners, and if within thirty (30) days from the date of such notice Unit Owners holding at least one-fourth (1/4) of the total number of votes shall file with the Board a written objection to any rule or regulation which affects any portion of the Property, then such rule and regulation shall be deemed rescinded until approved by Unit Owners owning at least two-thirds (2/3) of the number of units.

ARTICLE VI

CONTRACTUAL POWERS

No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors of the Association are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board, or the meeting of a committee thereof, which authorizes or approves the contract or transaction, or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

- a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or

- b) the contract or transaction is just and reasonable as to the Association at the time it is authorized and approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VII

AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of three-fourths (3/4) of the total ownership of the Common Elements, except as otherwise indicated in and with respect to any other provision of these By-Laws or in the Declaration of which these By-Laws are a part, including Paragraph XIII B thereof with respect to mortgages. Such amendments shall become effective when recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

ARTICLE VIII

INDEMNIFICATION

Section 1. GENERAL. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a member of the Board of Directors, an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or imposed on him in connection with such action, suit or proceeding provided said person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or

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was a member of the Board of Directors, an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit provided said person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or fraud in the performance of his duties to the Association. The sums required for such indemnification shall be a common expense. Nothing contained herein shall preclude the Association from carrying and/or collecting the proceeds of Officers and Directors Liability insurance or any Fidelity Bond.

Section 2. SUCCESS ON MERITS. To the extent that a member of the Board of Directors, an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

Section 3. DETERMINATION OF RIGHT OF INDEMNITY. Any indemnification under Sections 1 and 2 shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board of Directors, the officer or the member of such committee is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of those Directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members of the Association.

Section 4. ADVANCE PAYMENT. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the member of the Board of Directors, the officer or the member of such committee to be indemnified to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VIII.

Section 5. NON-EXCLUSIVITY. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors of otherwise, both as

to action in his official capacity and as to action in another capacity while holding such office, shall continue as to a person who has ceased to be a member of the Board of Directors, an officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors and administrators of such person.

ARTICLE IX

CORPORATE POWERS

In addition to, and in furtherance of, the powers referred to in these By-Laws, the Association shall have all the powers permitted to be exercised by not-for-profit corporations under the Illinois General Not for Profit Corporation Act.

ARTICLE X

DEFINITION OF TERMS

Terms used in these By-Laws, to the extent they are defined therein, shall have the same definition as set forth in the Declaration of Condominium Ownership for SHERWIN-ON-THE-LAKE CONDOMINIUMS, which Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, The term "Member" as used in these By-Laws, means "Unit Owner" as defined in said Declaration.

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No. 25252253

REGARDING THIS
DOCUMENT.

DOCUMENT
HAS BEEN MICROFILMED
SEE JACKET FILE No. 25252253

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PLAT

This instrument was prepared by:
PHILLIP I. ROSENTHAL
Attorney at Law
2748 W. Pratt Ave.
Chicago, Il. 60645
Phone: 465-7984

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RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS COOK COUNTY ILLINOIS

RECEIVED *Phillip I. Rosenthal*

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