

This instrument prepared by and after recording mail to:
 Herbert A. Kessel
 Beermann, Swerdlove, Woloshin, Barezky, Becker, Genin & London
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 Chicago, IL 60601
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Doc#: 0520644013
 Eugene "Gene" Moore Fee: \$530.00
 Cook County Recorder of Deeds
 Date: 07/25/2005 10:11 AM Pg: 1 of 123

RECORDER'S STAMP

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

THIS DECLARATION is made and entered into by MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois limited liability company, (hereinafter referred to as the "Declarant");

WITNESSETH:

RECORDING FEE \$530
 DATE 7-25-05 COPIES 6X
 OK BY JO

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

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

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

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administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

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

ARTICLE 1

DEFINITIONS

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

1.1 **Act**. The Condominium Property Act of the State of Illinois, as amended from time to time.

1.2 **Additional Parcel**. Any part of the Future Submittal Parcel actually submitted to the Act pursuant to the provisions of Article 12 below.

1.3 **Association**. The Park Millennium Condominium Association, an Illinois not-for-profit corporation, and any successor thereto.

1.4 **Board**. The Board of Directors of the Association determined pursuant to Article 5 hereof.

1.5 **Building**. That portion of a 52 story building and all other structures located on or within the Parcel, forming a part of the Property and containing the Units as shown by the Plat. As of the date of recording hereof, the building is located within the Parcel and within a part of the Future Submittal Parcel.

1.6 **By-Laws**. The provisions for the administration of the Property including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation, all as hereinafter set forth, or as the same may be from time to time duly amended. Articles 5, 6 and 7 hereof shall constitute the By-Laws of the Association in their entirety.

1.7 **City**. The City of Chicago, a municipal corporation, its successors and assigns.

1.8 **Commercial Unit**. Any condominium unit located within the Building and designated as a Commercial Unit on the Plat.

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

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

1.11 **Declarant.** MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois limited liability company, its successors and assigns (excluding, however, any Person who is solely a Unit Owner).

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

1.13 **Developer.** MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois limited liability company, its successors and assigns (excluding, however, any Person who is solely a Unit Owner).

1.14 **Future Submittal Parcel.** The parcel and tract of real estate described on Exhibit C attached hereto and made a part hereof, all or a portion of which may be added to the Property as an Additional Parcel pursuant to the provisions of Article 12 below.

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

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

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

1.18 **Operating Declaration.** That certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and Operating Agreement recorded in the Office of the Recorder of Cook County, Illinois as Document No. 0505619072, as amended from time to time.

1.19 **Parcel.** The tract of real estate described on Exhibit A attached hereto, which real estate is submitted to the provisions of the Act by this Declaration, together with any Additional Parcel added to the Property and submitted to the Act pursuant to the provisions of Article 12 below.

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

1.21 **Plat.** The plats of survey of the Parcel and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached hereto as Exhibit A and made a

part hereof and recorded with the recording of this Declaration, as the same may be amended from time to time to add any Additional Parcels to the terms hereof.

1.22 **Property.** All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined, submitted to the provisions of the Act. Property shall include such portions of the Future Submittal Parcel (and all rights and interests appurtenant thereto) as may from time to time be submitted to the provisions of the Act in accordance with the provisions hereof, but only upon such submission.

1.23 **Residential Unit.** That part of the Property within the Building, including one or more rooms, designed and intended for a one-family dwelling or such other uses permitted by this Declaration, and more specifically described hereafter in Article 2.

1.24 **Storage Areas.** The part of the Common Elements provided for storage purposes.

1.25 **Storage Space.** A storage space located within the Building.

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

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

1.28 **Unit.** A part of the Property within the Building intended for such uses permitted by this Declaration, and more specifically described hereafter in Article 2.

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

ARTICLE 2

UNITS

2.1 Description and Ownership.

(a) All Units are delineated on the Plat and listed on Exhibit B and shall have lawful access to a public way.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A including, without limitation, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment to the extent and only to the extent serving only such Unit; and (anything herein to the contrary notwithstanding) excluding all structural components of the Building, the term "structural components" including

structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system serving more than the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A, and every such description shall be deemed good and sufficient for all purposes.

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

(d) To the extent such data is available to the Declarant at the time this Declaration is filed, the Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit in the Building and said Unit's horizontal and vertical dimensions. However, the Declarant hereby reserves unto itself and the Developer, the right, from time to time, as further data becomes available, to amend the Plat so as to set forth the measurements, elevations, locations and other data required by the Act, with respect to the Building and the Units on or within the Parcel, including any Additional Parcel added to the Property and submitted to the Act pursuant to the provisions of Article 12 below.

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

2.2 Certain Structures Not Constituting Part of a Unit. Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming a part of any system serving more than his Unit, or any components of communication systems, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

2.3 Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act.

ARTICLE 3

COMMON ELEMENTS

3.1 **Description.** The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation, all of the following items located at the Property, unless otherwise expressly specified in the Operating Declaration: walls, elevators, entrances and exits, roof, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

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

3.3 **Limited Common Elements.** The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, as designated as such in this Declaration, including in the Plat, or which by the nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with one or more (but not all) other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following: (a) terraces or balconies serving exclusively a single Unit; (b) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; (c) perimeter doors and windows which serve exclusively a single Unit; (d) any system or component part thereof (including,

without limitation, the furnaces, fittings, housings, ducts, flues, shafts, electrical wiring, conduits and the areas or rooms containing them) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit; and (e) that portion of the roof over Units C-1 and C-2 upon which the HVAC units for Units C-1 and C-2 are or will be located..

3.4 **Use of Limited Common Elements.** Each Unit Owner and Occupant shall have the right to (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or Occupant, which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit, and (b) the use and possession of the Limited Common Elements serving the Unit of such Unit Owner or Occupant in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other Persons except the Unit Owner and Occupant of any such other Unit to which such Limited Common Elements shall respectively appertain. The use of Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the Act; provided, however, that the Limited Common Element appurtenant to Unit C-1 may not be transferred to another Unit Owner. The Limited Common Element appurtenant to Commercial Unit C-1 may be used for outdoor seating and food service in accordance with all applicable laws. The Unit Owner of Commercial Unit C-1 shall be responsible for obtaining all license, permits and approvals required by law for use of such Limited Common Element.

ARTICLE 4

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.1 **Submission of Property to the Act.** The Property is hereby submitted to the provisions of the Act.

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

4.3 **Easements.**

(a) **Encroachments.** In the event that (i) by reason of the construction, repair, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably

interfere with the use or enjoyment of the Common Elements by any other Unit Owner; or (iii) by reason of the design or construction of utility and ventilation systems, any mains, pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case, valid easements for maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner or has been created by the Unit Owner or his agent through intentional, willful or negligent conduct.

(b) Easements for Utilities and Commercial Entertainment.

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

The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property (including any part or all of any Additional Parcel) or the Future Submittal Parcel, over, under, along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to

execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

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

(c) **Blanket Easement in Favor of Developer and Other Parties and Other Easements.** The right of the Unit Owners to use and possess the Common Elements as set forth in Section 4.5(a) hereof shall be subject to a blanket easement over the Common Elements in favor of the Declarant and Developer, and their respective representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns, for the purpose of (i) access and ingress to and egress from the Common Elements and the Future Submittal Parcel or any part thereof, (ii) construction, installation, repair, replacement and restoration of utilities, landscaping and any other improvements on the Parcel or the Future Submittal Parcel or any part thereof, (iii) tapping into and using sewer, water or other utility lines on or adjacent to the Parcel or the Future Submittal Parcel, and (iv) the installation and maintenance of signs advertising the residences constructed or to be constructed on the Parcel or any part thereof, and signs directing potential purchasers to the sales office and models erected in connection with such residences. The foregoing easements shall continue until such time as neither the Declarant nor the Developer holds legal title to, or the beneficial interest in any trust holding legal title to, any portion of the Future Submittal Parcel, at which time such easements shall cease and be of no further force and effect without the necessity of any further action. The foregoing easements shall be deemed and taken to be covenants running with the land.

(d) **Specific Easements** The use of the private terraces adjacent to Units 4701 and 4703 by the respective Unit Owner is subject to an easement for the

benefit of the Association for ingress, egress and use over such portion of the terraces as may be reasonably necessary for the staging of equipment utilized in the cleaning of the exterior of the Building. In addition, an easement is hereby granted to the Association, or its agents, without notice, in any emergency situation, which may enter any Unit located on Floors 25, 46, 47 and 52 to access the emergency shutoff valves on such floors of the Building.

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

4.4 **Use of the Common Elements.**

(a) **General.** Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases or licenses made by or assigned to the Board) in common with the other Unit Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by such Unit Owner, and such other incidental uses as are permitted by this Declaration. Each Unit Owner shall have the right to the use and possession of the Limited Common Elements serving his Unit, in common with other Unit Owners, if any, having like right thereto pursuant to this sentence and with all other parties to whom such rights extend pursuant to Section 3.4(b) of this Declaration, and to the exclusion of all other parties (but subject to the easements in favor of the Developer and Association pursuant to 4.3(c) and (d) hereof). Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, and rules and regulations of the Association.

(b) **Guest Privileges.** The aforescribed rights shall extend to the Unit Owner and the members of the immediate family and authorized occupants, tenants, guests, visitors, agents, servants, invitees, customers and licensees of the Unit Owner, subject to reasonable rules and regulations with respect thereto, and provided that such persons are accompanied by and/or registered with the management agent.

(c) **Disclaimer of Bailee Liability.** Notwithstanding anything to the

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

4.5 **Maintenance, Repairs and Replacements.**

(a) The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions, if any, of each Unit which contribute to the support of the Building excluding, however, the interiors of all windows and window frames, all exterior doors and the interior surfaces of walls, ceilings and floors. In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 2.2 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under paragraph (b) below, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

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

- (i) All of the maintenance, repairs and replacements within his own Unit, all doors and the inside of all windows and frames appurtenant thereto, and all internal installations of such Unit such as fan coil units, humidifiers, refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Units, shall be furnished by the Board as part of the Common Expenses.
- (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 Unit Owner shall be entitled to the exclusive use of the interior surfaces of the columns, common walls and the interior surfaces of the vertical perimeter walls, floors and ceiling of his Unit, and

such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time. Each Unit Owner who shall elect to alter such Unit Owner's Residential Unit by installing in any portion of that Unit (other than in bath and powder rooms) hard surface floor covering (i.e., tile, slate, ceramic, wood, parquet, etc.) shall be first required to install a sound absorbent undercushion of such kind and quality as to prevent the transmission of noise to another Unit or as may otherwise be required by the Association. The Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Unit Owner.

- (iii) All of the maintenance, repair, and replacements of the Limited Common Elements benefiting his Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs, and replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to Unit Owners benefited thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs, and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.
- (iv) Notwithstanding anything contained herein to the contrary, the HVAC units located or to be located upon the roof over Units C-1 and C-2, which are for the respective use of Units C-1 and C-2, are hereby deemed to be personal property owned by the record title holder of the applicable Unit. The applicable owner of such HVAC units shall be responsible for their maintenance, repair and replacement.

(c) In the event that any repair or replacement to the Common Elements (including Limited Common Elements) is made necessary by reason of any act or occurrence for which insurance is maintained by the Board pursuant to Section 5.8 hereof and for which insurance proceeds are available as provided in Section 8.1 hereof, the Association, at its expense and to the extent of such proceeds, and subject to Section 4.7 hereof, shall be responsible for the repair or replacement of such Common Elements.

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

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

4.7 **Joint Facilities.** To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owner shall be in all respects reasonable as it affects the other Unit Owners. The authorized representatives of the Association, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

4.8 **Additions, Alterations or Improvements.**

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

(b) Except as otherwise provided in Section 7.1(a) hereof, no additions, alterations or improvements shall be made by a Unit Owner to any part of the

Common Elements (including Limited Common Elements) and no additions, alterations or improvements shall be made by a Unit Owner to his Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

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

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

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

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

4.10 **Right of Entry.** City law enforcement officers, rescue squad personnel, fire fighting personnel and other emergency or non-emergency personnel of the City are hereby granted a right of entry and access to the Common Elements while in the pursuit of their duties. Such right shall include a right of vehicular entry and access through and across all driveways which are part of the Common Elements.

4.11 **Parking.** Parking for the Unit Owners shall be made available in the below grade parking facility adjacent to the Property in accordance with the provisions and terms of the Operating Declaration.

4.12 **Storage Areas.** The Storage Areas are a part of the Common Elements. The Declarant, the Board or the Association may allocate storage spaces on such basis as the Declarant, the Board or Association deems appropriate and may prescribe such rules and regulations with respect to the Storage Areas as it may deem fit. Initially, storage spaces will be assigned to Unit Owners at a first-come-first-served basis.

ARTICLE 5

ADMINISTRATION

5.1 **Administration of Property.** The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board") which shall consist of five (5) persons who shall be elected in the manner hereinafter set forth; provided, however, that, irrespective of anything else contained in this Declaration, for a period commencing on the date this Declaration is executed and ending upon the election of the Board at the initial meeting of Voting Members, the Declarant or Developer, at its sole option, shall have the right to designate and select any number of persons who shall serve as members of the Board or to exercise the powers of the Board as provided in the Act. Except for directors so designated by the Declarant or Developer, each member of the Board shall be one of the Unit Owners and shall reside on the Property; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board, so long as any such agent (other than a person designated by the Declarant or Developer) resides on the Property. If a Unit Owner owns more than one Unit and is a corporation, partnership, trust or other legal entity, other than a natural person, then any number of agents or beneficiaries of such Unit Owner may be directors, provided that the number of such Unit Owner's agents or beneficiaries who become directors shall not exceed the number of Units owned by such Unit Owner. If a director fails to meet such qualifications during his term, he shall thereupon cease to be a director, and his place on the Board shall be deemed vacant.

5.2 **Association.** The Association has been formed prior to the recording hereof as a not-for-profit corporation under the General-Not-for-Profit Corporation Act of the State of Illinois and for the purposes and having the powers prescribed in the Act, and having the name (or a name similar thereto) The Park Millennium Condominium Association and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the "Board of Managers" for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner (including the Developer) shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon the transfer of his ownership interest the transferee thereof shall likewise succeed to such membership in the Association. The Association shall have one class of membership. Whenever in the text of this Declaration provision is made for an action to be taken by the "Board", such provision shall constitute the act of the Association, undertaken by the Board on its behalf.

5.3 **Voting Rights.**

- (a) Except as otherwise provided in Section 5.3(b) herein, there shall

be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Unit Owner or one of the group composed of all the owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners or his duly authorized attorney-in-fact to act as proxy on his or their behalf and who must be a Unit Owner. Such designation shall be made in writing to the Board, shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or his duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of execution unless otherwise provided in the proxy. Any or all such Unit Owners may be present at any meeting of the Voting Members and (those constituting a group acting as a single Voting Member) may vote or take any other action as a Voting Member either in person or by proxy. The Person(s) designated by the Declarant with respect to any Unit Ownership owned by the Declarant shall also have the right to vote at any meetings of the Board for so long as the Declarant shall retain the right to so designate a Board member. Except as otherwise provided herein, if a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit B; provided that when thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of Unit Owners specified herein shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

(b) In the event the ownership of a Unit is composed of more than one Person, then if only one of the multiple owners of a Unit is present at a meeting of the Association, such owner shall be entitled to cast all of the votes allocated to that Unit. In the event more than one owner of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the group of owners comprising the Unit Owner. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

5.4 Meetings.

(a) Quorum. Meetings of the Unit Owners shall be held at the Property or at such other place in the City as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of at least twenty percent (20%) of the Unit Owners, by number, shall constitute a quorum unless the Unit Owners, in accordance with the Act, provide otherwise. Unless otherwise expressly provided

herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes (by percentage of interest represented by Unit Owners) present at such meeting.

(b) **Initial and Annual Meeting.** The initial meeting of the Voting Members shall be held upon no less than twenty-one (21) and no more than thirty (30) days after written notice given by the Declarant or Developer. Said initial meeting shall be held no later than the first to happen of (i) sixty (60) days after the date the Declarant has sold and delivered its deed for at least seventy-five percent (75%) of the Units or (ii) three (3) years from the date of the recording of this Declaration, provided, however, that the words "seventy-five percent (75%) of the Units" as used in the preceding clause of this sentence shall mean seventy-five percent (75%) of the sum of the Units listed on Exhibit B attached hereto plus all of the Units located on or within the Future Submittal Parcel which Developer contemplates adding to the Property pursuant to one or more Amendments to Condominium Declaration described in Article 12 of this Declaration and provided further that the aforementioned three (3) year period shall be extended for any additional two (2) years from the date of recording of the last of such Amendments to Condominium Declaration recorded prior to three (3) years after the recording of this Declaration. Thereafter, there shall be an annual meeting of the Voting Members on the second Tuesday of December following such initial meeting, and on the second Tuesday of December of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members provided, however that no such meeting need be held less than one year after the first annual meeting of the Voting Members.

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

5.5 **Notices of Meetings.** Except as otherwise provided herein, notices of meetings of the Voting Members required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit

Owner with respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting.

5.6 Board of Directors.

(a) The initial Board of Directors designated by the Declarant or Developer pursuant to Section 14.1 hereof shall consist of three (3) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Voting Members held as provided in Section 5.4(b) hereof. Said initial Board may, on behalf of the Declarant or Developer, exercise the rights reserved in Section 14.1 hereof. At the initial meeting of Voting Members held as provided in Section 5.4(b) hereof, the Voting Members shall elect the Board consisting of five (5) members. In all elections for members of the Board, each Voting Member shall be entitled to vote on a non-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. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting five (5) Board members shall be elected.

The three (3) persons receiving the highest number of votes shall be elected to a term of two (2) years, and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. The election as between candidates receiving the same number of votes shall be determined by lot. Any candidate for election to the Board, or such candidate's representative, shall have the right to be present at the counting of ballots at such election. The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. All members of the Board shall be elected at large. Upon the expiration of the terms of office of the Board members so elected at the initial meeting and thereafter, successors shall be elected for a term of two (2) years each. The Voting Members owning at least two-thirds (2/3) of the Units may from time to time at any annual or special meeting increase or decrease the term of office of Board members, provided that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the Voting Members called for such purpose. Vacancies may also be filled by the Board by a two-thirds (2/3) vote of the remaining members thereof at a special meeting of the Board which vacancy shall be filled until the next annual meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding twenty percent (20%) of the votes of the Association requesting a meeting of the Voting Members to fill the vacancy for the balance of the term. A meeting of the Voting Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the

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

(b) Except as otherwise provided in Section 5.6(d) hereof, in the event the Board adopts a budget requiring assessment against the Unit Owners in any fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments for the preceding year, the Board, upon written petition by the Voting Members with twenty percent (20%) of the votes (by percentage of interest in the Common Elements) of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Voting Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the budget or separate assessment, the budget or separate assessment shall be deemed to be ratified, regardless of whether or not a quorum is present.

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

(d) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions of Section 5.6(b) or Section 5.6(e) hereof. As used herein, "emergency" means immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(e) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget shall be separately assessed and are subject to approval of two thirds (2/3) of the total votes of all Unit Owners.

(f) The Board shall elect from amongst its members a President who shall preside over both its meeting and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto as provided herein and in the Act, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of the Secretary, and a Treasurer to keep the financial records and books of account, and

such additional officers as the Board shall see fit to elect from amongst the members of the Board. The term of office for each officer shall be until the next succeeding annual meeting of the Board, and until his successor shall be duly elected or appointed and qualified pursuant hereto. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by a vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof. Any officer may succeed himself.

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

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

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

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

connection with the management, maintenance and operation of the Property and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding;

- (3) Any Association funds on hand which shall have been at all times segregated from any other funds of the Developer;
- (4) A schedule of all real or personal property, equipment and fixtures owned by the Association, including documents such as invoices or bills of sale, if available, evidencing transfer of title to such property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills.
- (5) A list of all litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken by the Association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving Unit Owners and originals of all documents relating to everything listed in this subparagraph.

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

(k) The Association (or the Declarant or Developer, in the exercise of the powers reserved in Section 14.1 hereof), shall furnish any Unit Owner, within three (3) working days of delivery to it of a request therefor, the names, addresses, and the number of votes of each Unit Owner entitled to vote at the initial meeting of the Voting Members to elect members of the Board and, within ten (10) working days of the delivery to it of a request, at each subsequent meeting of the Voting Members to elect members of the Board.

(l) The Board may adopt separate assessments payable over more than one (1) fiscal year. With respect to multi-year assessments not governed by Section 5.6(d) and 5.6(e) hereof, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

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

(a) Subject to the rights reserved by the Declarant or Developer pursuant to Section 14.1 hereof, the Board may engage the services of an agent to manage the portions of the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board; provided, however, that any agreement for professional management, except as hereinafter provided, shall provide for termination by the Board without cause upon ninety (90) days written notice without payment of a termination fee, provide for termination with cause by the Board on thirty (30) days written notice without payment of a termination fee and shall have a term not to exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. The initial agreement for professional management may provide for a monthly rate and such terms as are consistent with competitive rates and terms prevailing in the area in which the Property is located expiring two (2) years from the date of recording of this Declaration, subject to termination for cause by the Association upon thirty (30) days written notice. The management agreement shall require the management agent to furnish a fidelity bond in such amounts and with such provisions as contained in Section 5.8(a)(v) hereof, the cost of which shall be paid by the Association.

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

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

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

(e) The Board shall have the power and duty to provide for the designation, hiring, and removal of employees and other personnel, including lawyers and accountants, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

(f) The Board shall have the power to exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Declaration or the Act. More specifically, the Board shall exercise for the Association all powers,

duties and authority vested therein by law or the condominium instruments except for such powers, duties and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

- (i) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements in a neat and orderly manner and in accordance with the ordinances of the City;
- (ii) Preparation, adoption and distribution of the annual budget for the Property;
- (iii) Levying of assessments;
- (iv) Collection of assessments from Unit Owners;
- (v) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (vi) Obtaining adequate and appropriate kinds of insurance;
- (vii) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;
- (viii) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations; however, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution;
- (ix) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (x) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements (to the extent the Association is responsible for such maintenance, repair or replacement) therein or accessible therefrom, or for making repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;

- (xi) Pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;
- (xii) Impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of this Declaration and rules and regulations of the Association;
- (xiii) By a majority vote of the entire Board, assignment of the Association's right to future income from Common Expenses or other sources, and mortgage or pledge of substantially all of the remaining assets of the Association;
- (xiv) Record the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility where authorized by the Unit Owners under the provisions of Section 4.10 hereof;
- (xv) Record the granting of an easement for the laying of cable television cable where applicable pursuant to the provisions of Section 4.3(b) hereof;
- (xvi) To reasonably accommodate the needs of a handicapped Unit Owner as required by the Federal Civil Rights Act of 1968, the Illinois Human Rights Act and of any applicable local ordinances in the exercise of its powers with respect to the use of the Common Elements or approval of modifications to any individual Unit; and
- (xvii) Take all other reasonable actions in order to keep the Property, the Association and the Common Elements operating in an orderly fashion and in conformance with the terms of the Operating Declaration.

(g) Subject to the provisions of Section 4.6 and Section 6.8 hereof, the Board for the benefit of all the Unit Owners shall acquire and shall pay from the maintenance fund hereinafter provided for, the following:

- (i) Operating expenses of the Common Elements, including water, gas, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.
- (ii) Services of any person or firm to act on behalf of the Unit

Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such services shall be Common Expenses.

- (iii) Painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the interior surfaces of the Units and the interior surfaces of windows and frames which the Unit Owners shall paint, clean, decorate, maintain, and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.
- (iv) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for, pursuant to the terms of this Declaration and By-Laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first-class condominium development or for the enforcement of the restrictions contained herein.
- (v) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners.
- (vi) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Building, or if a Unit Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.
- (vii) Services provided by Association on behalf of all Unit

Owners as provided in the Operating Declaration.

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

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

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

(k) The Board or its agents, without notice, in any emergency situation, may enter any Unit located on floors 25, 46, 47 and 52 to access the emergency shutoff valves on such floors of the Building.

5.8 Insurance.

The Association shall procure and maintain the following types and amounts of insurance:

(a) No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes the following:

- (i) Property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) in a total amount of not less than the full insurance replacement cost of the Property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date. Such insurance shall comply with the insurance provisions of the Act and the Operating Declaration.
- (ii) Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Property in a minimum amount of \$1,000,000, or a greater amount

deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. Such insurance shall comply with the insurance provisions of the Act and the Operating Declaration.

(iii) (A) The Association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.

(B) All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(C) For purposes of paragraphs (A) and (B), the fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

(D) The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not for Profit Corporation Act of 1986 or this Declaration.

(iv) Umbrella Liability insurance in excess of the required Comprehensive General Liability and Employer Liability policies in an amount deemed desirable by the Board, but in no event less than Nine Million Dollars (\$9,000,000.00) with respect to each occurrence. Such policy shall be no less than "following form" coverage of the primary liability policies. Such insurance shall comply with the insurance provisions of the Act and the Operating Declaration.

(v) Worker's Compensation and Employer Liability (minimum amount – statutory limits) as necessary to comply with applicable laws, including Voluntary Compensation to cover employees not covered under the Illinois statute for

benefits.

- (vi) Such other insurance (including such coverage as may be required by the Operating Declaration), which may include, without limitation, any or all of the following, in such amounts as the Board shall deem desirable; Plate Glass insurance; Errors and Omissions coverage for the directors of the Board; and Medical Payments coverage for members of the public (and Unit Owners) injured on the Property, without regard to liability of the Board or the Association;

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

(b) The insurance maintained under Section 5.08 (a) (i) must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance shall not cover improvements and betterments to the Units installed by Unit Owners.

Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the Developer. Common Elements exclude floor, wall, and ceiling coverings. Improvements and betterments means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners.

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

(d) Insurance policies carried pursuant to Section 5.08 (a) and (b) must include each of the following provisions:

(1) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the

Common Elements or membership in the Association.

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

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

(e) If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.

(f) Any loss covered by the Property policy under Section 5.08 (a)(i) must be adjusted by and with the Association. The insurance proceeds for the loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

(g) Unit Owners are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

If the Unit Owner does not purchase or produce evidence of insurance, the Board may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

(h) Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, the Board and the managing agent as additional insured parties.

(i) All insurance provided for in this Section 5.8 shall be effected under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Illinois and holding a current Policyholder's Alphanumeric and Financial Size Category Rating of not less than A (VII) according to

Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service. All such policies shall provide a minimum of sixty (60) days advance notice of cancellation in writing to the insured thereunder unless such cancellation is for non-payment of premium in which case ten (10) days advance written notice shall be sufficient.

(j) All policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.8 (i) shall name as insured: the Declarant, so long as it has an insurable interest; the Board, as trustees for the Unit Owners, in the percentages established in Exhibit B to this Declaration; and shall also name as an insured the Insurance Trustee described in subparagraph 5.8(f), as the respective interests of all of such insureds may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit. Policies of insurance of the character described in clause (i) of Paragraph (a) of this Section 5.8 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.08, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(k) All policies of insurance of the character described in clauses (iii), (iv) and (v) of Paragraph (a) of this Section 5.8 shall name as insureds the Association, the Board, its managing agent, and the other agents and employees of such Association, Board and managing agent and the Declarant and Developer in his or its capacity as a Unit Owner and Board member and shall also provide coverage for each Unit Owner (but as to the insurance described in Section 5.8(a)(iv) hereof, only with respect to those portions of the Property not reserved for their exclusive use). In addition, all policies of insurance of the character described in clauses (i), (ii) and (iii) of Paragraph (a) of this Section 5.8 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Declarant, Developer, the managing agent, their respective employees and agents, and the Unit Owners and Occupants.

(l) The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums and obtain a binder on the policies of insurance described in Paragraph (a) of this Section 5.8 at least thirty (30) days prior to the expiration date of the respective policies, and upon written request therefor, shall

notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

(m) Loss, if any, under any policies of insurance of the character described in clauses (i), (ii) and (iv) in Paragraph (a) of this Section 5.8 shall be adjusted with the Board, and the insurance proceeds on account of any such loss shall be paid and applied as follows:

- (i) To the Board, as trustee for each of the Unit Owners in their respective percentages of ownership in the Common Elements as established in this Declaration, in the case of any one loss, of Fifty Thousand Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendor's, mechanic's, materialman's, and other similar liens; or
- (ii) In the case of any one loss exceeding Fifty Thousand Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to LaSalle Bank National Association, or such other entity designated by the Association to act as trustee (subject, however, to the terms of the Operating Declaration), which corporation is hereby designated by the Developer to act as trustee for the Board (the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this subparagraph (ii). If such entity (or its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees, and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the

Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

(n) Each Unit Owner shall also be responsible for (i) physical damage insurance on the personal property in his Unit and elsewhere on the Property, and any improvements and betterments to his Unit (whether installed by such Unit Owner or any prior Unit Owner or whether originally in his Unit); and (ii) his additional living expense.

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

(p) The Board shall not be responsible for obtaining physical damage insurance on any improvements and betterments to a Unit or any personal property of a Unit Owner or any other insurance for which a Unit Owner is responsible pursuant to Section 5.8(g) and (n) hereof.

(q) Insurance required by Section 5.8(a) hereof shall be endorsed to include substantially the following clause:

"This insurance shall not be prejudiced (i) by any act or neglect of any Unit Owner or occupant of the Building when such act or neglect is not within the control of the named insured (or Unit Owners collectively), or (ii) by failure of the named insured (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the Building over which the named insured (or Unit Owners collectively) has no control."

(r) The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Section 5.8 if the economic savings justifies the additional risk. The deductibles shall be on a per occurrence basis irrespective of the number of insureds suffering injury or damage. Expenses included within the deductible amount arising from insurable loss or damage shall be treated as Common Expenses.

5.9 **Liability of the Board of Directors.** Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Board on behalf of the Unit Owners shall provide that the members of the Board are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. Notwithstanding the foregoing, the Declarant and Developer shall indemnify, defend and hold the Association harmless from any litigation, administrative action or arbitrations involving the Association which have been filed against the Association prior to the election of the initial board at the initial meeting of the Voting Members excluding any litigation, administrative actions and arbitrations which are created by or the result of the willful acts or omissions of any Unit Owner, its guests, invitees, occupants or agents.

5.10 **Resale or Refinancing of Units.** In the event of a resale of any Unit by a Unit Owner other than the Developer or the Declarant, and within thirty (30) days after the written request by such Unit Owner, the Board, or the managing agent, shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. In the event of a refinancing of any Unit by a Unit Owner other than the Developer or Declarant and within thirty (30) days after the written request by such Unit Owner, the Board or the managing agent shall deliver such documents and disclosures as a lender may reasonably and customarily request. The Board shall be allowed to charge a reasonable fee to cover the direct

out-of-pocket cost (including copying), for providing such information. Initially such fee shall be \$75.00.

ARTICLE 6

COMMON EXPENSES-MAINTENANCE FUND

6.1 **Preparation of Estimated Budget.** On or before November 1 of each year, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for adequate reserves, including, without limitation, amounts required to be paid pursuant to the Operating Declaration, amounts to maintain a Capital Reserve, as hereinafter defined in Section 6.2 hereof, and amounts to make repairs to and to pay real estate taxes on the Common Elements to the extent not otherwise required to be paid by Unit Owners. Within fifteen (15) days thereafter, the Board shall notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof and containing each Unit Owner's respective assessment provided, however, that such annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto. On or before January 1 of the ensuing year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this paragraph ("Monthly Assessment"). On or before April 1 of each calendar year following the initial meeting of the Voting Members, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall upon the written request of any Unit Owner be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting subject, however, to the provisions of Section 6.2 hereof. For purposes of this Declaration and the management and operation of the Property, the calendar year shall be deemed to be the fiscal year of the Association. Obligations imposed by the Operating Declaration upon the Property shall be considered in any budgetary consideration under this Article 6.

6.2 **Capital Reserve; Supplemental Budget.** The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Association in connection with its

duties hereunder. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

6.3 **Initial Budget.** The initial Board appointed by the Developer shall determine and adopt, prior to the conveyance of the first Unit hereunder, the "estimated cash requirement" for the initial period commencing with the first day of the month in which the sale of the first Unit is closed and ending on December 31 of the calendar year in which such sale occurs, and shall continue to determine the "estimated cash requirement" for each succeeding calendar year until such time as the first Board elected hereunder takes office. Assessments shall be levied against the Unit Owners during said periods as provided in Section 6.1 of this Article.

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

6.5 **Records of the Association.** The Board shall maintain such records of the Association as may be required pursuant to the Act.

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

6.7 **Start-Up Costs.** At the time the initial sale of each Unit is closed, the purchaser of the Unit shall pay to the Association an amount equal to two (2) times the first full monthly assessment for such Unit. This sum shall be used and applied for start-up costs and as a working capital fund ("Working Capital Fund") in connection with all initial operating expenses for the Common Elements and held for future working capital needs. This payment shall not be refundable or be applied as a credit against the Unit Owner's monthly assessments. Developer

may not utilize any portion of the Working Capital Fund to pay for any of Declarant's Operating Expenses or any other of its expenses, reserve contributions or construction costs or to make up any budget deficits during such period the Developer has the right to appoint the Board.

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

6.9 **Late Fees.** Monthly Assessments are due on the first business day of each calendar month. Payments postmarked on or before the first business day of the month or received by the fifteenth of the month shall be deemed paid on time. The amount and application of late fees shall be determined from time to time by the Board.

ARTICLE 7

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.1 The Property shall be occupied and used as follows:

(a) Each Residential Unit (or any two or more adjoining Residential Units used together) shall be used for housing and related common purposes for which the Property was designed and for no other purpose, except as otherwise allowed herein. Subject to Section 7.1(r) hereof, the Commercial Units shall be used for any business or commercial use or purpose allowed under the City Zoning Ordinance. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford ingress and egress to and from such adjoining Units; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish to the Board not less than ten (10) days prior to the date the Unit Owner desires to commence such work all plans detailing the work to be done; (iii) the Board consents to the performance of such work; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; and (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together.

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

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

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

(e) No animals shall be raised, bred or kept in any Unit or the Common Elements, except for dogs and cats (but not more than two (2) animals per Unit), small birds and fish of a Unit Owner, provided said animals are of a breed or variety commonly kept as household pets, are not kept or bred for any commercial purpose, are not allowed to run loose on the Property, are kept in strict accordance with such other rules and regulations relating to household pets as may be from time to time adopted or approved by the Board, and do not, in the judgment of the Board, constitute a nuisance to others. Each Unit Owner and each Occupant shall be responsible for picking up after any animal bred or kept in such Unit Owner's or Occupant's respective Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements. Pets shall not be allowed in any passenger elevator on the Property unless they are carried in the Unit Owner's arms. Pets are allowed in the service elevator.

(f) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. No Unit Owner shall overload the electric, cable or communications wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the managing agent, acting in accord with the Board's direction. No Unit Owner shall overload the floors of any Unit. Water-beds and other furnishings which may cause floor overloads shall be placed, kept or used in any Unit only in accordance with advance written Board approval.

(g) No Unit Owner of any Residential Unit 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 neutral nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or

awning, or outside radio or television antenna, or other equipment, satellite dish, fixtures, floor mats or items of any kind without the prior written permission of the Board or the managing agent, acting in accord with the Board's direction. No owner of a Residential Unit, except as provided below, shall display, hang, store or use any sign outside his Unit, in a hallway or elsewhere, or which may be visible from the outside of his Unit, without the prior written permission of the Board. All window treatments shall be white-lined. No doormats shall be allowed in the hall in front of the Units and no decorations shall be allowed on exterior Unit entry doors.

(h) Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in any balcony, terrace or area constituting part of the Common Elements, except in storage areas specifically designated for such use by the Board or by the managing agent, acting in accord with the Board's direction. No unlicensed or inoperative vehicles shall be kept on the Property. Notwithstanding anything contained herein to the contrary, only outdoor grilling equipment and lawn furniture may be placed or kept in any balcony or terrace on the Property subject to such further rules and regulations governing the use of such balconies or terraces may be enacted by the Board from time to time. No plant material of any kind shall be allowed to overhang the railing of any balcony or terrace.

(i) Conduct of a business, trade, occupation or profession within a Unit shall be subject to the City of Chicago Zoning Ordinance.

(j) The right is reserved by the Declarant and Developer or its agents to place and maintain on the Property all models, sales offices, advertising signs and banners and indoor and outdoor lighting in connection therewith at such locations and in such forms as shall be determined by the Declarant or Developer or its agents and the Declarant or Developer or its agents and prospective purchasers and lessees of any Unit from the Declarant are hereby granted the right of ingress and egress in and through the Common Elements for such Unit sale or leasing purposes. The Declarant or Developer or agents further reserve the right to use Units in which it still holds legal title or an equitable interest for temporary storage, office, sales center, model units and related purposes. The Declarant shall have the right, as a Unit Owner, to lease one or more of such Units, subject to the terms and provisions of the Declaration. This paragraph cannot be amended or deleted without the consent of Developer so long as Declarant or Developer holds legal title to any Unit.

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

(l) Trash, garbage and other waste shall be kept only in sanitary containers inside the Unit and/or such other area as designated by the Board, and such containers shall be brought to a central area serving a Unit and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations duly adopted by the Board. After emptying, the containers shall promptly be returned to said Unit and/or such other area as designated by the Board. Notwithstanding the foregoing, trash containers may be kept on the Limited Common Element appurtenant to Commercial Unit C-1; provided, however, that the Unit Owner shall be responsible for disposal of such trash in a clean and sanitary manner, and shall maintain such Limited Common Element in a clean and sanitary condition.

(m) Except as otherwise provided in Section 7.1(a), the provisions of the Act, this Declaration and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed in connection with a Unit. The Unit Owner leasing the Unit shall deliver a copy of the signed lease and lease application including credit report and a \$50.00 administrative fee, to the Board within ten (10) days after the lease is executed and prior to occupancy. Such fee may be changed by the Board from time to time. Except as otherwise provided in Section 13.4 hereof, any lease shall be for a stated term of one (1) year or more. Such lease shall also be subject to Section 13.2. The Association may prohibit a tenant from occupying a Unit until the Unit Owner complies with the leasing requirements prescribed by this paragraph. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by tenant of any covenants, rules, regulations or bylaws. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the Unit Owner and the Unit Owner's lessee in the event of any violation of this paragraph or of any other provision of this Declaration concerning Unit leasing.

(n) This Declaration is subservient to the ordinances and regulations enacted and promulgated by the City.

(o) Subject to Section 14.15 hereof, roof top installation of antennas, aerials, satellite dishes or similar apparatus shall be permitted subject to compliance with such rules and regulations that the Board may enact with regard to weight and wind loads, wiring location, access for maintenance and availability of roof top space.

(p) No noxious, unlawful or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants or which shall in the judgment of the Board cause unreasonable noise or disturbance to others. No speakers shall be allowed to be placed on, attached to or located within the wall cavity of a common wall or within the ceiling cavity of any Residential Unit.

(q) Notwithstanding any provision in this Declaration to the contrary (a) Unit Owners, Occupants, and tenants of the Commercial Units and their customers,

employees, and invitees shall not be restricted by any other provisions of this Declaration and the By-Laws or by any amendments to this Declaration or the By-Laws or by any rules or regulations adopted by the Board (including, without limitation, rules or regulations relating to hours of use) in their use of the Commercial Units in conformity with state and local law and their use of the Common Elements (including the lobby areas, halls, corridors, and other facilities) in the ordinary course of the commercial activities for which the Commercial Units are used; (b) the Developer reserves to itself and to the Unit Owners of the Commercial Units the right to make such improvements or alterations to the Commercial Units and to locate and relocate Common Elements from time to time as the Developer or the Unit Owner of the Commercial Units may deem desirable for the purpose of improving the operation of and access to the Commercial Units and the Developer reserves to itself and to the Unit Owners of the Commercial Units the right to install such utility lines in the Common Elements for the purpose of providing utility service to the Commercial Units as the Developer or the Unit Owners of the Commercial Units may deem desirable; (c) the Unit Owners of the Commercial Units may make alterations and improvements to the Limited Common Elements appurtenant to the Commercial Units without the consent or prior approval of the Board, provided such work does not affect the structure of the Common Elements or increase the cost of insurance required to be carried by the Board hereunder; (d) the Board shall not permit the obstruction of any lobby entrances, passageways, corridors or other portions of the Common Elements or Limited Common Elements which serve the Commercial Units; (e) the Unit Owners of the Commercial Units shall have the right to install and maintain signs within the Commercial Units, provided such work does not affect the structure of the Common Elements or increase the cost of insurance required to be carried by the Board hereunder; (f) the Unit Owners of the Commercial Units shall be eligible to be a member of the Board, and no residency requirement for Board membership shall be applicable to the Unit Owners of the Commercial Units; (g) notwithstanding any other provision of this Declaration, the By-Laws or any rules and regulations of the Board, all or any portion or portions of the Commercial Units may be leased by the Units Owners of the Commercial Units in any manner and pursuant to any terms as such Unit Owners deem appropriate, in their sole and absolute discretion, all without the prior approval or consent of the Board or the Association, provided the proposed use of the Commercial Units is in accordance with all applicable laws, ordinances, rules and regulations; and (h) no special user or service charges for the use of Common Elements, which are not similarly assessed against other Unit Owners, shall be assessed against the Unit Owners of the Commercial Units. Neither this Section 7.1(q) nor any other provision of this Declaration or the By-Laws as it applies to the Commercial Units shall be amended or rescinded without the approval of all of the Unit Owners.

(r) Notwithstanding anything to the contrary in this Declaration, except for Commercial Unit C-1, no Commercial Unit shall operate as its "Primary Business" (i) a coffee bar, or (ii) the retail sale of food for off-premises consumption, including baked goods, fish, poultry and meat, dairy products and produce. For purposes of this Section 7.1(r), a use shall be considered to be a "Primary Business" if the sale of such items, or the operation of such business occupies more than fifty one percent (51%) of the floor area of the Commercial Unit. The provisions of this Section 7.1(r) shall

remain in effect until March 31, 2029 at which date they shall automatically terminate and be of no further force or effect.

ARTICLE 8

DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING

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

8.2 **Insufficient Insurance.**

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

(b) If insurance proceeds and the Capital Reserve are insufficient to reconstruct the Building in the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of seventy-five percent (75%) of the Unit Owners voting at a meeting called for such purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives, shall present to the members present, an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) If insurance proceeds and the Capital Reserve are insufficient to

reconstruct the Building in the case of damage or other destruction, upon the affirmative vote of seventy-five percent (75%) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein.

Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

8.3 **Eminent Domain.** In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof and any proceeds from a settlement shall be payable to the Association. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

8.4 **Repair, Restoration or Reconstruction of the Improvements.** As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the

improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before, unless, if allowed by the Act, other action is approved by holders of first mortgages on Units which have more than fifty percent (50%) of the votes in the Association.

ARTICLE 9

SALE OF THE PROPERTY

At a meeting duly called for such purpose and attended by all Unit Owners, the Unit Owners by affirmative vote of one hundred percent (100%) of the Unit Owners, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under Section 14.2 of 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 may be necessary to effect such sale.

ARTICLE 10

REMEDIES

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

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to Sections 4.6, 4.7 and 4.8(b), Article 6, or other provisions of this Declaration, for thirty (30) days after written notice of such non-payment shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to cure such failure if such Unit Owner has been given three or more notices pursuant to this Section 10.1(a) during the twelve-month period immediately preceding the first day of such failure.

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

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

(a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner, in the manner set forth in Section 14.3 hereof, of a notice to quit and deliver up possession which right may be enforced by an action for possession under the Illinois Code of Civil Procedure (735 ILCS 5/9-101, *et seq.*)

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

(c) Upon the occurrence of one of the events described in Section 10.1(a) hereof, including without limitation, failure by a Unit Owner to pay his percentage share of Common Expenses or user charges, the Board shall have a lien on the interest of the defaulting Unit Owner in his Unit Ownership in the amount of any sums due from such Unit Owner; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien provided for in this Section 10.2(c) shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall to the extent permitted by law, extinguish the lien described in this Section 10.2(c) for any sums which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any sums with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit Ownership as provided in this Section 10.2(c). To the extent this subparagraph conflicts with the provisions of the Act, the provisions of the Act shall control.

(d) The Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit and thereupon an action may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Unit Ownership at such

judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession.

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or occupant of the Unit as permitted by law including, without limitation, an action (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration, the By-Laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to exercise any such rights or remedies to enforce any provisions of this Declaration, the Bylaws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

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

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

ARTICLE 11

MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit Ownership (including, without limitation, any mortgage or deed of trust granted by the Declarant or Developer in any portion of the Property) ("First Mortgagee") and to the extent if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on a Unit ("Insurer or Guarantor") and the Unit number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of any Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Unit, whichever occurs first (except for any sums which are reallocated among the Unit Owners pursuant to the last sentence of Section 10.2(c) hereof). To the extent this subparagraph conflicts with the provisions of the Act, the provisions of the Act shall control.

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

- (i) to examine current copies of this Declaration, the By-laws, rules and regulations and the books and records of the Association during normal business hours;
- (ii) to receive, without charge and within a reasonable time after such request, any annual audited financial statements which are prepared and distributed by the Association to the Unit Owners within one hundred twenty (120) days at the end of each of its respective fiscal years;
- (iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;
- (iv) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws contained herein or Articles of Incorporation;
- (v) to receive written notice of any lapse, cancellation or

modification of any insurance policy or fidelity bond maintained by the Association; and

- (vi) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

(c) No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

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

- (i) by act or omission seek to abandon or terminate the condominium regime;
- (ii) change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and (2) determining the pro rata share of ownership of each Unit Owner in the Common Elements, except as provided in Sections 8.2, 8.3 and Article 12 hereof;
- (iii) use hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by the Act in case of substantial loss to the Units and/or the Common Elements.

(e) Unless the First Mortgagees of the individual Units representing at least fifty-one percent (51%) of the votes in the Association have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to do or permit to be done any of the following:

- (i) Adoption of an amendment to this Declaration which (i) changes Section 10.2(c), (ii) changes Article 11 or any other provision of this Declaration which specifically grants rights to First Mortgagees, (iii) materially changes insurance and fidelity bond requirements, (iv) imposes a right of first refusal or similar restriction on the right of a

Unit Owner to sell, transfer or otherwise convey his Unit Ownership or changes the provisions concerning the leasing of Units or (v) changes the provisions of the Declaration concerning Capital Reserves;

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

(f) Upon specific written request to the Association, each First Mortgagee, Insurer or Guarantor of a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000.00), or if damages shall occur to a Unit in excess of One Thousand Dollars (\$1,000.00), notice of such event shall also be given.

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

(h) Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within thirty (30) days after making the request for consent, provided the notice was delivered by certified or registered mail, return receipt requested.

ARTICLE 12

ANNEXING ADDITIONAL PROPERTY

12.1 **Additional Parcel.** The Declarant, Developer, and their successors and assigns, hereby reserve the right and option, at any time and from time to time, within seven (7) years from the date of the recording of this Declaration in the Office of the Recorder of Cook County, Illinois, to add-on and annex to the Property, all or any portion of the property legally described on Exhibit C attached hereto and incorporated herein by reference ("Future Submittal Parcel"), and in connection therewith to reallocate percentage interests in the Common Elements as hereinafter described, by recording an amendment or amendments to this Declaration executed by the Declarant (every such instrument being hereinafter referred to as "Amendment to Condominium Declaration") which shall set forth the legal description of the additional parcel or parcels within the Future Submittal Parcel to be annexed to the Property and which shall otherwise be in compliance with the requirements of the Act. Upon the recording of every such Amendment to Condominium Declaration, the Additional Parcel shall be deemed submitted to the Act and governed in all respects by the provisions of this Declaration and shall thereupon become part of the Property. No portion or portions of the Future Submittal Parcel shall be subject to any of the provisions of this Declaration unless and until an Amendment to Condominium Declaration is recorded annexing such portion or portions to the Property as aforesaid. The Unit Owners shall have no rights whatsoever in or to any portion of the Future Submittal Parcel, unless and until an Amendment to Condominium Declaration is recorded annexing such portion to the Property as aforesaid.

Upon the expiration of said seven (7) year period, no portion of the Future Submittal Parcel which has not theretofore been made part of or annexed to the Property shall thereafter be annexed to the Property. No portion of the Future Submittal Parcel shall be required to be added to the Property. Portions of the Future Submittal Parcel may be added to the Property at different times within such seven (7) year period at the sole and absolute discretion of the Developer, subject to the consent of any mortgagee with respect to such Future Submittal Parcel. Except as may be required by applicable laws and ordinances, there shall be no limitations (i) on the order in which portions of the Future Submittal Parcel may be added to the Property, (ii) fixing the boundaries of these portions, or (iii) on the location of improvements which may be made on the Future Submittal Parcel. The maximum number of Residential Units which shall be created, including those within the Future Submittal Parcel, is four hundred eighty (480), the maximum number of Commercial Units which shall be created, including those within the Future Submittal Parcel, shall be three (3) and the maximum number of parking units which shall be created, including those within the Future Submittal Parcel, shall be five hundred fifty (550).

12.2 **Amendments to Condominium Declaration.** Every Amendment to Condominium Declaration shall include:

(a) The legal description of the Additional Parcel being submitted to the Act pursuant to such amendment which shall add to the legal description of the Parcel and become part of the Property subject to this Declaration and the Act,

(b) An amendment to the Plat which shall show the boundaries of the Additional Parcels annexed to the Parcel, and delineating and describing the Units therein;

(c) An amendment to Exhibit B attached hereto which shall set forth the amended percentages of ownership interest in the Common Elements, including the Common Elements attributable to Additional Parcels annexed to the Parcel, allocable to every Unit, including all Existing Units and Added Units, if any.

12.3 Determination of Amendments to Percentages of Ownership

Interest in Common Elements. The percentages of ownership interest in the Common Elements allocable to every Unit, as amended by each Amendment to Condominium Declaration, shall be determined as follows:

(a) The Common Elements, as amended by such Amendment to Condominium Declaration, shall be deemed to consist of the Common Elements as existing immediately prior to the recording of such Amendment to Condominium Declaration (the "Existing Common Elements") and the Common Elements added by such Amendment to Condominium Declaration (the "Added Common Elements");

(b) The Units, as amended by such Amendment to Condominium Declaration, shall be deemed to consist of the Units as existing immediately prior to the recording of such Amendment to Condominium Declaration (the "Existing Units") and the Units added by such Amendment to Condominium Declaration (the "Added Units");

(c) The value of the Added Units (which value shall be determined by Developer) shall be added to the value of the Existing Units (which value shall be determined by Developer) and the total of all of such values shall be deemed to be the new value of the Units as a whole. Values shall be determined by Developer as of the date of recording of every Amendment to Condominium Declaration and such values determined by Developer shall be unconditionally binding and conclusive for all purposes notwithstanding the sale price of any Unit or Units;

(d) The percentage of ownership interest in the entire Common Elements (both the Existing Common Elements and the Added Common Elements) to be allocated among all of the Units (both the Existing Units and the Added Units) shall be computed by dividing the value of every Unit, as determined by Developer as described in the preceding subparagraph (c), by the value of the Units as a whole, as determined by Developer as described in the preceding subparagraph (c);

(e) The Existing Units shall be entitled to their respective percentages of ownership interest in the Common Elements, as set forth in such Amendments to Condominium Declaration, including the Added Common Elements and the Existing Common Elements;

(f) The Added Units shall be entitled to their respective percentages of ownership interest in the Common Elements, as set forth in such Amendment to Condominium Declaration, including the Added Common Elements and the Existing Common Elements;

(g) All of the provisions of this Declaration, as amended by every successive Amendment to Condominium Declaration, shall be deemed to apply to all of the Units (both the Added Units and the Existing Units) and to all of the Common Elements (both the Added Common Elements and the Existing Common Elements); and

(h) The recording of an Amendment to Condominium Declaration shall not alter or affect the amount of any lien for Common Expenses due from the owner of any Existing Unit prior to such recording, nor the respective amounts theretofore assessed to or due from owner or owners of Existing Units for Common Expenses or other assessments.

12.4 **Existing Mortgages.** Upon recording of every Amendment to Condominium Declaration, the lien of every mortgage encumbering an Existing Unit, together with its appurtenant percentage of ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended to encumber such Unit and the respective percentage of ownership interest in the Common Elements for such Existing Unit as set forth in such Amendment to Condominium Declaration, and lien of such mortgage shall automatically attach to such percentage interest in the Added Common Elements.

12.5 **Binding Effect.** Every Unit Owner and every mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such Unit Owner, by such person's or entity's acceptance of any deed or mortgage or other interest in or with respect to any Unit Ownership, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Article 12, (ii) the recording of every Amendment to Condominium Declaration which may amend and adjust such person's or entity's respective percentage of ownership interest in the Common Elements including the Existing Common Elements and the Added Common Elements from time to time as provided in this Article 12; and (iii) all of the provisions of every Amendment to Condominium Declaration which may hereafter be recorded in accordance with the provisions of this Article 12. A power coupled with an interest is hereby granted to the Developer as attorney in fact to amend and adjust the percentages of undivided ownership interest in the Common Elements from time to time in accordance with every such Amendment to Condominium Declaration recorded pursuant hereto. The acceptance by any persons or entities of any deed, mortgage or other instrument with respect to any Unit Ownership, in addition to the foregoing, shall be deemed to constitute a consent and agreement to and acceptance and confirmation by such person or entity of such power to such attorney in fact and of each of the following provisions as though fully set forth in such deed, mortgage or other instrument:

(a) The percentage of ownership interest in the Common Elements appurtenant to such Unit shall automatically be deemed reconveyed effective upon the recording of every Amendment to Condominium Declaration and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in every such Amendment to Condominium Declaration;

(b) Such deed, mortgage or other instrument shall be deemed given upon a conditional limitation to the effect that the percentage of ownership interest in the Common Elements appurtenant to such Unit shall be deemed divested pro tanto upon the recording of every such Amendment to Condominium Declaration and revested and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in every such Amendment to Condominium Declaration;

(c) To the extent required for the purposes of so amending and adjusting such percentages of ownership interest in the Common Elements as aforesaid, a right of revocation shall be deemed reserved by the Grantor of such deed, mortgage or other instrument with respect to such percentage of ownership interest in the Common Elements granted therein;

(d) Such adjustments in the percentages of ownership interest in the Common Elements, as set forth in every such Amendment to Condominium Declaration, shall be deemed to be made by agreement of all Unit Owners and other persons having any interest in the Property, and shall also be deemed to be an agreement of all Unit Owners and such other persons to such changes within the contemplation of the Act; and

(e) Every Unit Owner, by acceptance of the deed conveying his Unit Ownership, agrees for himself and all those claiming under him, including mortgagees, that this Declaration, and every Amendment to Condominium Declaration, is and shall be deemed to be in accordance with the Act.

12.6 Veteran's Administration. Anything herein to the contrary notwithstanding, whenever this Declaration provides for the approval or consent of the Administrator of Veteran's Affairs ("Administrator"), such approval or consent shall not be required unless the Administrator (a) has issued its project approval of the Property and such project approval has not terminated, (b) has issued a guarantee of the first mortgage on at least one Unit which guarantee is then outstanding, (c) is the owner or holder of a first mortgage on a Unit or (d) is the owner of a Unit. Such consent or approval shall be deemed given unless within thirty (30) days the person seeking the consent or approval is advised in writing to the contrary. The approval of the Administrator shall be required in the event the Association conveys or encumbers any portion of the Common Elements. If in connection with the project approval of the Property the Developer files a development plan with the Administrator, then the Developer shall construct the improvements in substantial conformance with the development plan and shall only alter the development plan with the Administrator's approval. However, the Administrator's approval shall not be a condition to the recording of an Amendment to Condominium Declaration under this Article 12.

ARTICLE 13

TRANSFER OF A UNIT

13.1 Unrestricted Transfers. Subject to Section 7.1(m) and Section 7.1(q) above and Section 13.2 below, a Unit Owner may, without restriction under the Declaration, sell, give, devise, lease or otherwise transfer his entire Unit. Notice of any such unrestricted transfer

shall be given to the Board, in the manner provided in this Declaration for the giving of notices, within five (5) days following consummation of such transfer.

13.2 Limits on Lease Terms. No Unit shall be leased by a Unit Owner for hotel or transient purposes or for a term less than one (1) year and no portion of a Unit which is less than the entire Unit shall be leased. Each lease of any one or more Units shall be in writing. The lessee under every such lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease including but not limited to the provisions of Section 7.1(m) hereof and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations.

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

13.4 Miscellaneous.

(a) A transfer or lease of a Unit, or interest therein, by or to the Board or the Declarant shall not be subject to the provision of Section 7.1(m) and this Article 13. This Section 13.4 (a) cannot be amended or deleted without the prior written consent of Declarant and Developer, so long as either (x) Declarant owns any Units or (y) the rights of Declarant to submit any portion of the Future Submittal Parcel to the Act have not expired.

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

(c) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article 13, for the purpose of implementing and effectuating said provisions.

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ARTICLE 14

GENERAL PROVISIONS

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

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

14.3 **Manner of Giving Notices.** Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the Unit address of any member of the Board or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox at such address as he may have designated pursuant hereto or, if he has not so designated, in the Building or at the door of his Unit in the Building.

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

14.5 **Conveyance and Leases.** Each grantee of the Declarant and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under Articles of Agreement for Deed and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind

any person having at any time an interest or estate in the Property, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

14.6 Intentionally Omitted.

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

14.8 Change, Modification or Rescission. No provision of this Declaration affecting the rights, privileges and duties of the Declarant or Developer may be modified without its written consent and the consent of the holder of any mortgage granted by the Declarant on any portion of the Property. The provisions of Article 11 and Sections 7.1(q), 10.2, 14.13 and the following provisions of this Section 14.8 of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Vice-President of the Board, and by all of the Unit Owners and all mortgagees having bona fide liens of record against all of the Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded as provided in Section 14.13 or by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Vice-President of the Board, and approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose provided, however, that all holders of first mortgages of record have been notified by certified mail of any change, modification, or rescission, and an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument and provided further that any provisions herein which specifically grant rights to holders of first mortgages of record may be amended only with the written consent of all such holders of first mortgages. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no such change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, quorum and voting requirements for action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Declaration or by the Act. Notwithstanding anything to the contrary contained in Section 14.8, the provisions contained in Article 13 relating to a Unit Owner's right to lease his or her Unit may not be amended and additional restrictions may not be imposed in the leasing of units without the consent of Unit Owners representing 100% of the percentage of ownership in the Common Elements.

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

14.10 Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting

restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of John Fitzgerald Kennedy, former President of the United States.

14.11 **Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development. The provisions of this Declaration are subservient to the ordinances and regulations of the City.

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

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

14.14 **Description of Condominium.** As of the date hereof, the Developer

contemplates that The Park Millennium Condominium will consist of four hundred eighty (480) Residential Units, and three (3) Commercial Units. The foregoing is intended only as a general description of The Park Millennium Condominium as presently contemplated by the Developer and does not preclude the creation of parking units in the Future Development Parcel.

14.15 **Rooftop Reservation of Rights.** Declarant reserves unto itself the right to enter into such leases and licenses of the space located on the roof top of the Building for the installation, placement and maintenance of antennas, aerials, satellite dishes, or similar apparatus. Such space shall be legally described on Exhibit D attached hereto and by this reference made a part hereof. No amendment to this Section 14.15 shall be effective without the written consent of the Declarant. Any income or other revenue received by the Declarant in connection with such leases and licenses shall become the sole property of the Declarant.

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

14.17 **Operating Declaration.** Each Unit Owner shall take subject to the provisions of the Operating Declaration. Each Unit Owner, by acceptance of a deed to a Unit, covenants and agrees that the obligations of the Operating Declaration, which are imposed on the owners of the Property and the Future Submittal Parcel (described in the Operating Declaration as "Owner A"), shall be the obligation of the Unit Owners collectively and each Unit Owner agrees to cause the Association to perform the obligations on behalf of the Unit Owners collectively and each Unit Owner individually agrees to be responsible for that portion of the cost of performing such undertakings equal to the respective Unit Owner's percentage of interest in the Common Elements. With respect to any cost incurred by the Association in the performance of any undertaking under the Operating Declaration, such cost shall be deemed a Common Expense, the payment of which shall be enforced in the same manner as any other Common Expense provided herein. To the extent of any conflict between the provisions of this Declaration and the Operating Declaration, including without limitation, the provisions of Articles 8 and 11 of this Declaration, the terms of the Operating Declaration shall control.

14.18 **Re-purchase Option.** If any legal action is commenced within ten (10) years after the closing of the initial purchase of a Unit by or on behalf of a Unit Owner, its successors or assigns, against Declarant, its directors, officers, employees, shareholders, members, managers, partners or agents, and the directors, officers, employees, shareholders, members, managers or agents of Declarant's directors, officers, employees, shareholders, members, managers, partners and agents (collectively the "Declarant's Indemnified Parties") for any claim or cause of action arising directly or indirectly from the purchase, or use and occupancy of the applicable Unit ("Purchased Unit"), then, at the option of Declarant, within a period of one (1) year from the date of institution of said action, and upon sixty (60) days prior

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written notice to the Unit Owner, Declarant may tender to Unit Owner One Hundred Five Percent (105%) of the original purchase price (plus or minus prorations of current general real estate taxes and/or monthly assessments and other similar proratable items) and Unit Owner shall tender clear and marketable title to the Purchased Unit to Declarant, free of any liens, claims or encumbrances, by Warranty Deed and other customary closing documents, together with an ALTA Title Insurance Policy insuring good and marketable title to the Purchased Unit, possession for the Purchased Unit, and a release of all claims against the Declarant's Indemnified Parties. The Unit Owner shall bear the cost of all title insurance, recordings and transfer stamp charges in the amount of the purchase price set forth in this Section 14.18. Declarant's remedy under this Section 14.18 is hereby subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Purchased Unit, if any. The transaction shall be closed through a customary deed and money escrow with a title insurance company.

14.19 **Limitation of Liability.** The liability of Declarant and Developer under this Declaration shall be limited to and enforceable solely against the interest of the Declarant and Developer in the Property and not against any other assets of Declarant and Developer.

[No further text on this page; signature on following page]

IN WITNESS WHEREOF, MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois limited liability company, has caused its name to be signed to this instrument this 22 day of July, 2005

MCZ/CENTRUM MILLENNIUM, L.L.C,
an Illinois limited liability company

By: [Signature]
One of its Managers

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, STEPHANIE T. BENGTSSON, a Notary Public in and for County and State aforesaid, do hereby certify that LAURENCE ASHWIN, as one of the Managers of MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22nd day of July, 2005.

[Signature]
Notary Public

My Commission Expires:

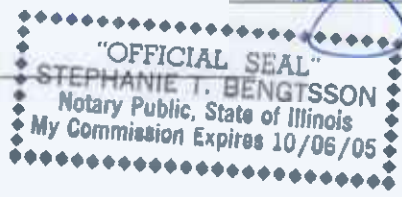


EXHIBIT A

TO

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

**SURVEY OF UNITS
(ATTACHED HERETO)**

**Common Address: 222 North Columbus Drive
Chicago, Illinois 60601**

**.PIN: 17-10-316-028-0000
17-10-316-029-0000
17-10-316-030-0000
17-10-316-031-0000**

EXHIBIT B

TO

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

**PERCENTAGE OF OWNERSHIP INTEREST
IN THE COMMON ELEMENTS**

<u>Unit Number</u>	<u>Percentage of Ownership</u>
C1	0.348
C3	0.023
308	0.454
404	0.842
408	0.454
409	0.842
504	0.842
507	0.471
508	0.454
511	0.361
608	0.454
611	0.361
612	0.574
701	0.574
707	0.471
708	0.454
710	0.478
712	0.574
801	0.574
807	0.471
808	0.454
812	0.574
901	0.574
902	0.361
904	0.842
908	0.454
912	0.574
1001	0.574
1003	0.478
1005	0.454
1006	0.471

1007	0.471
1008	0.454
1009	0.842
1011	0.361
1012	0.574
1101	0.574
1103	0.478
1105	0.454
1107	0.471
1110	0.478
1111	0.361
1202	0.361
1203	0.478
1204	0.842
1205	0.454
1208	0.454
1210	0.478
1211	0.361
1212	0.574
1303	0.478
1307	0.471
1308	0.454
1311	0.361
1402	0.804
1404	0.454
1407	0.454
1410	0.574
1501	0.574
1505	0.471
1507	0.454
1509	0.804
1510	0.574
1603	0.842
1604	0.454
1606	0.471
1607	0.454
1609	0.804
1707	0.454
1710	0.574
1802	0.804
1807	0.454
1809	0.804
1902	0.770
1907	0.454
1910	0.574
2009	0.770
2010	0.574
2102	0.770

2108	0.842
2201	0.574
2202	0.770
2208	0.842
2210	0.574
2301	0.574
2302	0.770
2303	0.842
2309	0.770
2310	0.574
2401	0.574
2406	0.471
2501	0.574
2502	0.770
2510	0.574
2601	0.574
2609	0.770
2704	0.454
2904	0.454
2909	0.770
3009	0.770
3106	0.471
3110	0.574
3302	0.770
3403	0.842
3605	0.471
3610	0.574
3701	0.574
3702	0.770
3810	0.574
4001	0.574
4007	0.454
4008	0.809
4009	0.770
4010	0.674
4107	0.454
4108	0.809
4109	0.770
4110	0.674
4201	0.574
4202	0.770
4204	0.454
4205	0.471
4206	0.471
4207	0.454
4209	0.770
4304	0.454
4305	0.471

4307	0.454
4310	0.674
4401	0.574
4402	0.770
4404	0.454
4405	0.471
4406	0.471
4407	0.454
4501	0.574
4502	0.770
4505	0.471
4506	0.471
4507	0.454
4508	0.809
4510	0.674
4601	0.526
4605	0.471
4606	0.471
4607	0.454
4608	0.809
4609	0.770
4610	0.674
4703	1.230
4801	1.151
4802	1.271
4803	1.229
4901	1.151
4903	1.220
5001	1.151
5002	1.271
5003	1.220
5101	1.151
5102	1.271
5103	<u>1.220</u>
	<u>100.000%</u>

EXHIBIT C

TO

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

FUTURE SUBMITTAL PARCEL

PARCEL 1

THAT PART OF THE LAND, PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF N. STETSON AVENUE, 74.00 FEET WIDE, AS SAID N. STETSON AVENUE WAS DEDICATED BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON THE 26TH DAY OF MARCH, 1984 AS DOCUMENT 27018355, SAID POINT BEING 175.542 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE NORTH LINE OF E. LAKE STREET, AS SAID E. LAKE STREET WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 26TH DAY OF MARCH, 1984 AS DOCUMENT 27018354 AND RUNNING; THENCE NORTH ON SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 125.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF E. SOUTH WATER STREET, 92.00 FEET WIDE, AS SAID E. SOUTH WATER STREET WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON MARCH 14, 1979 AS DOCUMENT 24879732; THENCE EAST ALONG SAID SOUTH LINE OF E. SOUTH WATER STREET (SAID SOUTH LINE BEING PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE) A DISTANCE OF 332.541 FEET TO A POINT WHICH IS 20.0 FEET, AS MEASURED ALONG THE EASTWARD EXTENSION OF SAID SOUTH LINE, WEST OF INTERSECTION OF SAID EASTWARD EXTENSION WITH THE NORTHWARD EXTENSION OF THE WEST LINE OF N. COLUMBUS DRIVE, AS SAID N. COLUMBUS DRIVE WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON JUNE 5, 1972 AS DOCUMENT 21925615; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 28.284 FEET TO A POINT ON SAID WEST LINE OF N. COLUMBUS DRIVE, WHICH POINT IS 20.00 FEET, AS MEASURED ALONG THE NORTHWARD EXTENSION OF SAID WEST LINE, SOUTH OF THE INTERSECTION OF SAID NORTHWARD EXTENSION WITH SAID EASTWARD EXTENSION OF THE SOUTH LINE OF E. SOUTH WATER STREET; THENCE SOUTH ALONG SAID WEST LINE OF N. COLUMBUS DRIVE A DISTANCE OF 75.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 107.541 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 30.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE (BEING ALSO PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE), A DISTANCE OF 245.00 FEET TO THE POINT OF BEGINNING.

ALSO THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 69.50 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON SAID EAST LINE OF N. STETSON AVENUE WHICH IS 202.33 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF SAID NORTH LINE OF E. LAKE STREET AND RUNNING; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 89.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 19.47 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 23.25 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 25.54 FEET TO AN INTERSECTION WITH A LINE PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE, WHICH IS 230.57 FEET NORTH OF SAID NORTH LINE OF E. LAKE STREET; THENCE WEST ALONG LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 41.75 FEET TO SAID EAST LINE OF N. STETSON AVENUE; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 28.24 FEET TO THE POINT OF BEGINNING.

ALSO THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 52.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON SAID EAST LINE OF N. STETSON AVENUE WHICH IS 202.33 FEET, AS MEASURED ALONG SAID LINE, NORTH OF SAID NORTH LINE OF E. LAKE STREET AND RUNNING; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING OF SAID PROPERTY AND SPACE; THENCE CONTINUING EAST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 37.00 FEET, THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 19.47 FEET, THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 37.00 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 19.47 FEET TO THE POINT OF BEGINNING.

AND ALSO THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 73.50 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 240.67 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, SAID POINT BEING 57.42 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID SOUTH LINE OF E. SOUTH WATER STREET AND RUNNING; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF E. SOUTH WATER STREET, A DISTANCE OF 18.35 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 6.37 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 18.35 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 6.37 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID LAND, PROPERTY AND SPACE THAT PART LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 19.25 FEET

BELOW CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES OF THAT PART OF SAID LAND, PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 177.25 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, SAID POINT BEING 51.40 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID LINE OF E. SOUTH WATER STREET AND RUNNING; THENCE EAST ALONG A LINE PARALLEL WITH SAID LINE OF E. SOUTH WATER STREET, A DISTANCE OF 22.96 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 26.33 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 22.96 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 26.33 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM SAID PROPERTY AND SPACE THAT PART LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 37.75 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 219.31 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, SAID POINT BEING 69.14 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID SOUTH LINE OF E. SOUTH WATER STREET AND RUNNING; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF E. SOUTH WATER STREET, A DISTANCE OF 21.14 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.35 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 19.09 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 29.09 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 15.61 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 4.53 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 24.62 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 29.27 FEET TO THE POINT OF BEGINNING.

PARCEL 2

THOSE PORTIONS OF THE REAL ESTATE DEPICTED AND DELINEATED AS "PROPOSED" CONDOMINIUM UNITS ON PAGES 2-56 OF EXHIBIT A TO DECLARATION OF CONDOMINIUM OWNERSHIP TO WHICH THIS EXHIBIT C IS ATTACHED.

Property Address: 222 N. Columbus Drive
Chicago, Illinois 60601

P.I.N. 17-10-316-028
17-10-316-029
17-10-316-030
17-10-316-031

EXHIBIT D

TO

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

ROOF TOP PARCEL

[Intentionally left blank]

CERTIFICATE OF DEVELOPER

The undersigned hereby certifies that prior to the execution by it or its agent of any agreement for the sale of a Unit, a copy of the Notice of Intent required by the Act has been given to all persons who were tenants of the Property on the date the Notice of Intent was given.

Dated: July 22, 2005.

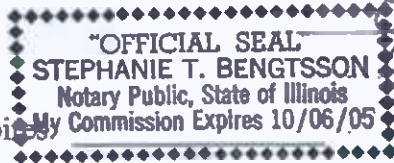
MCZ/CENTRUM MILLENNIUM, L.L.C,
an Illinois limited liability company

By: [Signature]
One of the managers

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, STEPHANIE T. BENGTSSON, a Notary Public in and for County and State aforesaid, do hereby certify that _____ as one of the managers of MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

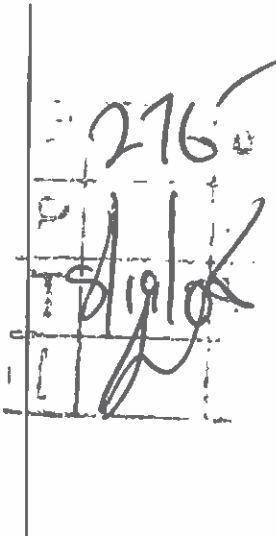
Given under my hand and Notarial Seal this 22nd day of July, 2005



[Signature]
Notary Public

My Commission Expires

This instrument was prepared by
and after recording mail to:
Herbert A. Kessel
BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY,
BECKER, GENIN & LONDON
161 North Clark Street, #2600
Chicago, Illinois 60601-3221
(312) 621-9700



Doc#: 0523119081 Fee: \$266.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/19/2005 02:31 PM Pg: 1 of 57

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION**

This First Amendment to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Park Millennium Condominium Association, Chicago, Illinois, recorded with the Recorder of Deeds of Cook County, Illinois on July 25, 2005 as Document No. 0520644013 (the "Declaration"), is executed by MCZ/Centrum Millennium, L.L.C., an Illinois limited liability company, (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, the real estate described in the First Recital to the Declaration, which by this reference is made a part hereof, located in the County of Cook and State of Illinois (the "Submitted Parcel") has been submitted to the Condominium Property Act of the State of Illinois, as amended (the "Act") pursuant to the Declaration; and

WHEREAS, pursuant to the Act, in Article 12 of the Declaration, the Declarant reserved the right from time to time to annex and add to the Submitted Parcel, and thereby add to the plan of condominium ownership created by the Declaration; and

WHEREAS, the Declarant, pursuant to Article 12 of the Declaration, desires to annex and add to the Property (as defined in the Declaration), and to the plan of condominium ownership, and submit to the Act the additional condominium Units identified on Schedule 1 attached hereto (collectively, the "Additional Parcel"), such Units being identified as such, depicted and legally described in Exhibit "A" attached hereto and by this reference made a part hereof, the street address and Permanent Real Estate Number of the Additional Parcel being as set forth therein; and

WHEREAS, the Additional Parcel is a portion of the Future Submittal Parcel in the Declaration as described in Exhibit "C" thereto; and

WHEREAS, the Declarant desires to amend the Declaration as it relates to the Plat of Survey (Exhibit "A" thereto) and to the percentage of ownership interest in the common elements for condominium units (Exhibit "B" thereto).

NOW, THEREFORE, the Declarant, as the holder of legal title to the Additional Parcel, for the purposes above set forth, hereby declares that the Declaration is amended as follows:

1. The Additional Parcel is hereby annexed to the Submitted Parcel and, together with all improvements and structures now or hereafter erected, constructed or contained thereon or therein, is submitted to the Act.

2. Exhibit "A" of the Declaration, "Plat of Survey", is hereby amended by deleting, in their entirety, pages 3 through 18, 20 through 24, 26 through 47 and page 52 and substituting, in their place, the pages on Exhibit "A" attached hereto and by this reference made a part hereof.

3. Exhibit "B" of the Declaration, "Percentage of Ownership Interest in the Common Elements", is deleted and an amended Exhibit "B", attached hereto and by this reference made a part hereof, is submitted in lieu thereof.

4. All the unit owners and mortgage holders, by the Declarant, hereby consent to this First Amendment to the Declaration pursuant to the powers set forth in Article 12 of the Declaration.

5. Except as herein specifically amended, the Declaration is ratified and confirmed. In the event of any inconsistency between this First Amendment and the Declaration, this First Amendment shall control.

[INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois limited liability company, has caused its name to be signed to this instrument this 16th day of August, 2005.

MCZ/CENTRUM MILLENNIUM, L.L.C,
an Illinois limited liability company
By: [Signature]
One of its Managers

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, STEPHANIE T. BENGTTSSON a Notary Public in and for County and State aforesaid, do hereby certify that LAURENCE ASHKIN, as one of the Managers of MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of August, 2005.

[Signature]
Notary Public

My Commission Expires:

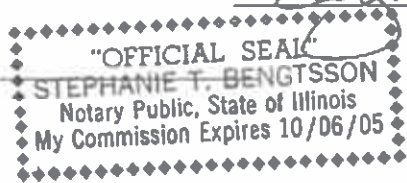


EXHIBIT A
TO
FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION
ADDITIONAL PARCEL

Survey of Units
(Attached hereto)

Common Address: 222 North Columbus Drive
Chicago, Illinois 60601

PIN: 17-10-316-028-0000
17-10-316-029-0000
17-10-316-030-0000
7-10-316-031-0000

EXHIBIT B

TO

**FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION**

PERCENTAGE OF OWNERSHIP


Unit No.	Percentage Interest
C1	0.348
C3	0.023
307	0.285
308	0.275
404	0.510
405	0.275
408	0.275
409	0.510
412	0.348
503	0.289
504	0.510
507	0.285
508	0.275
511	0.219
512	0.348
603	0.289
604	0.510
605	0.275
606	0.285
608	0.275
611	0.219
612	0.348
701	0.348
703	0.289
704	0.510
707	0.285
708	0.275
710	0.289
711	0.219
712	0.348
801	0.348
804	0.510
807	0.285
808	0.275
810	0.289

311	0.219
812	0.348
901	0.348
902	0.219
904	0.510
905	0.275
908	0.275
910	0.289
912	0.348
1001	0.348
1003	0.289
1005	0.275
1006	0.285
1007	0.285
1008	0.275
1009	0.510
1010	0.289
1011	0.219
1012	0.348
1101	0.348
1103	0.289
1104	0.510
1105	0.275
1107	0.285
1110	0.289
1111	0.219
1112	0.348
1202	0.219
1203	0.289
1204	0.510
1205	0.275
1207	0.285
1208	0.275
1210	0.289
1211	0.219
1212	0.348
1302	0.219
1303	0.289
1305	0.275
1307	0.285
1308	0.275
1311	0.219
1312	0.348
1401	0.348
1402	0.487
1404	0.275
1405	0.285
1407	0.275
1410	0.348
1501	0.348
1502	0.487
1504	0.275

1505	0.285
1507	0.275
1509	0.487
1510	0.348
1602	0.487
1603	0.510
1604	0.275
1606	0.285
1607	0.275
1609	0.487
1610	0.348
1701	0.348
1705	0.285
1707	0.275
1710	0.348
1802	0.487
1803	0.510
1805	0.285
1807	0.275
1809	0.487
1810	0.348
1902	0.466
1907	0.275
1910	0.348
2001	0.348
2009	0.466
2010	0.348
2101	0.348
2102	0.466
2105	0.285
2107	0.275
2108	0.510
2110	0.348
2201	0.348
2202	0.466
2205	0.285
2207	0.275
2208	0.510
2210	0.348
2301	0.348
2302	0.466
2303	0.510
2307	0.275
2309	0.466
2310	0.348
2401	0.348
2406	0.285
2410	0.348
2501	0.348
2502	0.466
2510	0.348
2601	0.348

4	0.275
2609	0.466
2701	0.348
2704	0.275
2710	0.348
2801	0.348
2802	0.466
2810	0.348
2901	0.348
2904	0.275
2909	0.466
2910	0.348
3001	0.348
3002	0.466
3009	0.466
3010	0.348
3101	0.348
3102	0.466
3106	0.285
3109	0.466
3110	0.348
3202	0.466
3207	0.275
3210	0.348
3301	0.348
3302	0.466
3306	0.285
3307	0.275
3310	0.348
3401	0.348
3403	0.510
3404	0.275
3407	0.275
3410	0.348
3501	0.348
3504	0.275
3507	0.275
3510	0.348
3601	0.348
3605	0.285
3607	0.275
3610	0.348
3701	0.348
3702	0.466
3704	0.275
3705	0.285
3706	0.285
3710	0.348
3801	0.348
3804	0.275
3805	0.285
3807	0.275

310	0.348
3901	0.348
3904	0.275
3905	0.285
3907	0.275
3910	0.348
4001	0.348
4005	0.285
4006	0.285
4007	0.275
4008	0.490
4009	0.466
4010	0.408
4101	0.348
4102	0.466
4104	0.275
4105	0.285
4106	0.285
4107	0.275
4108	0.490
4109	0.466
4110	0.408
4201	0.348
4202	0.466
4204	0.275
4205	0.285
4206	0.285
4207	0.275
4209	0.466
4210	0.408
4302	0.466
4303	0.490
4304	0.275
4305	0.285
4307	0.275
4309	0.466
4310	0.408
4401	0.348
4402	0.466
4403	0.490
4404	0.275
4405	0.285
4406	0.285
4407	0.275
4409	0.466
4410	0.408
4501	0.348
4502	0.466
4503	0.490
4504	0.275
4505	0.285
4506	0.285



	0.275
4508	0.490
4509	0.466
4510	0.408
4601	0.318
4602	0.466
4603	0.490
4604	0.275
4605	0.285
4606	0.285
4607	0.275
4608	0.490
4609	0.466
4610	0.408
4701	0.697
4703	0.745
4801	0.697
4802	0.770
4803	0.745
4901	0.697
4903	0.745
5001	0.697
5002	0.755
5003	0.745
5101	0.697
5102	0.755
5103	0.745
5202	0.764
5203	0.745
	<hr/>
	100%



SCHEDULE 1

**TO
FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION**

Additional Parcel Units

Unit No.

- 307
- 405
- 412
- 503
- 512
- 603
- 604
- 605
- 606
- 703
- 704
- 711
- 804
- 810
- 811
- 905
- 910
- 1010
- 1104
- 1112
- 1207
- 1302
- 1305
- 1312
- 1401
- 1405
- 1502
- 1504
- 1602
- 1610
- 1701
- 1705
- 1803



1805
1810
2001
2101
2105
2107
2110
2205
2207
2307
2410
2604
2701
2710
2801
2802
2810
2901
2910
3001
3002
3010
3101
3102
3109
3202
3207
3210
3301
3306
3307
3310
3401
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3407
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3501
3504
3507
3510
3601
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3704
3705



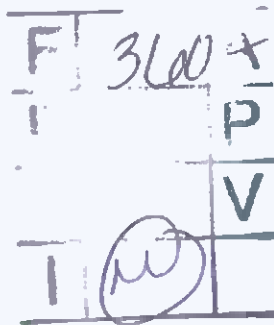
3706
3710
3801
3804
3805
3807
3901
3904
3905
3907
3910
4005
4006
4101
4102
4104
4105
4106
4210
4302
4303
4309
4403
4409
4410
4503
4504
4509
4602
4603
4604
4701
5202
5203

8289174028K

This instrument was prepared by and after recording mail to:
Herbert A. Kessel
BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY,
BECKER, GENIN & LONDON
161 North Clark Street, #2600
Chicago, Illinois 60601-3221
(312) 621-9700



Doc#: 0526645099 Fee: \$350.0
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/23/2005 01:20 PM Pg: 1 of 78



**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION**

This Second Amendment to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Park Millennium Condominium Association, Chicago, Illinois, recorded with the Recorder of Deeds of Cook County, Illinois on July 25, 2005 as Document No. 0520644013, as amended (the "Declaration"), is executed by MCZ/Centrum Millennium, L.L.C., an Illinois limited liability company, (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, the real estate described in the First Recital to the Declaration, which by this reference is made a part hereof, located in the County of Cook and State of Illinois (the "Submitted Parcel") has been submitted to the Condominium Property Act of the State of Illinois, as amended (the "Act") pursuant to the Declaration; and

WHEREAS, pursuant to the Act, in Article 12 of the Declaration, the Declarant reserved the right from time to time to annex and add to the Submitted Parcel, and thereby add to the plan of condominium ownership created by the Declaration; and

WHEREAS, the Declarant, pursuant to Article 12 of the Declaration, desires to annex and add to the Property (as defined in the Declaration), and to the plan of condominium ownership, and submit to the Act the additional condominium Units identified on Schedule I attached hereto (collectively, the "Additional Parcel"), such Units being identified as such, depicted and legally described in Exhibit "A" attached hereto and by this reference made a part hereof, the street address and Permanent Real Estate Number of the Additional Parcel being as set forth therein; and

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DATE 9/23 COPIES 6
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Box 400-CTCC

WHEREAS, the Additional Parcel is a portion of the Future Submittal Parcel in the Declaration as described in Exhibit "C" thereto; and

WHEREAS, the Declarant desires to amend the Declaration as it relates to the Plat of Survey (Exhibit "A" thereto) and to the percentage of ownership interest in the common elements for condominium units (Exhibit "B" thereto).

NOW, THEREFORE, the Declarant, as the holder of legal title to the Additional Parcel, for the purposes above set forth, hereby declares that the Declaration is amended as follows:

1. The Additional Parcel is hereby annexed to the Submitted Parcel and, together with all improvements and structures now or hereafter erected, constructed or contained thereon or therein, is submitted to the Act.

2. Exhibit "A" of the Declaration, "Plat of Survey", is hereby amended by deleting, in their entirety, pages 1, 2, 4 through 14, 16 through 20, 22, 25, 26, 29 through 36, 38, 39, 42, 44 and 49 and substituting, in their place, the pages on Exhibit "A" attached hereto and by this reference made a part hereof.

3. Exhibit "B" of the Declaration, "Percentage of Ownership Interest in the Common Elements", is deleted and an amended Exhibit "B", attached hereto and by this reference made a part hereof, is submitted in lieu thereof.

4. All the unit owners and mortgage holders, by the Declarant, hereby consent to this Second Amendment to the Declaration pursuant to the powers set forth in Article 12 of the Declaration.

5. Except as herein specifically amended, the Declaration is ratified and confirmed. In the event of any inconsistency between this Second Amendment and the Declaration, this Second Amendment shall control.

[INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois limited liability company, has caused its name to be signed to this instrument this 19th day of September, 2005.

MCZ/CENTRUM MILLENNIUM, L.L.C.,
an Illinois limited liability company

By: [Signature]
One of its Managers

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, STEPHANIE T. BENGTTSSON a Notary Public in and for County and State aforesaid, do hereby certify that LAURENCE ASHKIN, as one of the Managers of MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of September, 2005.

♦♦♦♦♦ "OFFICIAL SEAL" ♦♦♦♦♦
♦♦♦♦♦ STEPHANIE T. BENGTTSSON ♦♦♦♦♦
♦♦♦♦♦ Notary Public, State of Illinois ♦♦♦♦♦
♦♦♦♦♦ My Commission Expires 10/06/05 ♦♦♦♦♦
Notary Public [Signature]

My Commission Expires: _____

EXHIBIT A
TO
SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION
ADDITIONAL PARCEL

Survey of Units
(Attached hereto)

Common Address: 222 North Columbus Drive
Chicago, Illinois 60601

PIN: 17-10-316-028-0000
17-10-316-029-0000
17-10-316-030-0000
17-10-316-031-0000

EXHIBIT B

TO

**SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION**

PERCENTAGE OF OWNERSHIP

Unit No.	Percentage Interest
C-1	0.348
C-2	0.126
C-3	0.023
307	0.245
308	0.236
402	0.187
404	0.437
405	0.236
408	0.236
409	0.437
412	0.298
503	0.248
504	0.437

507	0.245
508	0.236
509	0.437
511	0.187
512	0.298
602	0.187
603	0.248
604	0.437
605	0.236
606	0.245
608	0.236
611	0.187
612	0.298
701	0.298
702	0.187
703	0.248
704	0.437
705	0.236
707	0.245

708	0.236
709	0.437
710	0.248
711	0.187
712	0.298
801	0.298
803	0.248
804	0.437
806	0.245
807	0.245
808	0.236
810	0.248
811	0.187
812	0.298
901	0.298
902	0.187
903	0.248
904	0.437
905	0.236

907	0.245
908	0.236
909	0.437
910	0.248
912	0.298
1001	0.298
1002	0.187
1003	0.248
1005	0.236
1006	0.245
1007	0.245
1008	0.236
1009	0.437
1010	0.248
1011	0.187
1012	0.298
1101	0.298
1103	0.248
1104	0.437

1105	0.236
1107	0.245
1108	0.236
1110	0.248
1111	0.187
1112	0.298
1201	0.298
1202	0.187
1203	0.248
1204	0.437
1205	0.236
1207	0.245
1208	0.236
1210	0.240
1211	0.187
1212	0.298
1301	0.298
1302	0.187
1303	0.248

1305	0.236
1306	0.245
1307	0.245
1308	0.236
1311	0.187
1312	0.298
1401	0.298
1402	0.418
1404	0.236
1405	0.245
1406	0.245
1407	0.236
1410	0.298
1501	0.298
1502	0.418
1504	0.236
1505	0.245
1507	0.236
1509	0.418

1510	0.298
1601	0.298
1602	0.418
1603	0.437
1604	0.236
1606	0.245
1607	0.236
1609	0.418
1610	0.298
1701	0.298
1705	0.245
1707	0.236
1708	0.437
1710	0.298
1801	0.298
1802	0.418
1803	0.437
1804	0.236
1805	0.245

1807	0.236
1809	0.418
1810	0.298
1901	0.298
1902	0.400
1904	0.236
1906	0.245
1907	0.236
1910	0.298
2001	0.298
2002	0.400
2003	0.437
2007	0.236
2009	0.400
2010	0.298
2101	0.298
2102	0.400
2105	0.245
2107	0.236

2108	0.437
2110	0.298
2201	0.298
2202	0.400
2205	0.245
2206	0.245
2207	0.236
2208	0.437
2210	0.298
2301	0.298
2302	0.400
2303	0.437
2307	0.236
2309	0.400
2310	0.298
2401	0.298
2406	0.245
2410	0.298
2501	0.298

2502	0.400
2506	0.245
2510	0.298
2601	0.298
2602	0.400
2604	0.236
2607	0.236
2609	0.400
2610	0.298
2701	0.298
2704	0.236
2710	0.298
2801	0.298
2802	0.400
2810	0.298
2901	0.298
2904	0.236
2906	0.245
2909	0.400

2910	0.298
3001	0.298
3002	0.400
3007	0.236
3009	0.400
3010	0.298
3101	0.298
3102	0.400
3106	0.245
3107	0.236
3109	0.400
3110	0.298
3201	0.298
3202	0.400
3207	0.236
3210	0.298
3301	0.298
3302	0.400
3303	0.437

3306	0.245
3307	0.236
3310	0.298
3401	0.298
3403	0.437
3404	0.236
3407	0.236
3408	0.437
3410	0.298
3501	0.298
3504	0.236
3505	0.245
3507	0.236
3510	0.298
3601	0.298
3604	0.236
3605	0.245
3607	0.236
3610	0.298

3701	0.298
3702	0.400
3704	0.236
3705	0.245
3706	0.245
3710	0.298
3801	0.298
3804	0.236
3805	0.245
3806	0.245
3807	0.236
3810	0.298
3901	0.298
3902	0.400
3904	0.236
3905	0.245
3907	0.236
3909	0.400
3910	0.298

4001	0.298
4005	0.245
4006	0.245
4007	0.236
4008	0.420
4009	0.400
4010	0.350
4101	0.298
4102	0.400
4104	0.236
4105	0.245
4106	0.245
4107	0.236
4108	0.420
4109	0.400
4110	0.350
4201	0.298
4202	0.400
4203	0.420

4204	0.236
4205	0.245
4206	0.245
4207	0.236
4209	0.400
4210	0.350
4302	0.400
4303	0.420
4304	0.236
4305	0.245
4307	0.236
4309	0.400
4310	0.350
4401	0.298
4402	0.400
4403	0.420
4404	0.236
4405	0.245
4406	0.245

4407	0.236
4408	0.420
4409	0.400
4410	0.350
4501	0.298
4502	0.400
4503	0.420
4504	0.236
4505	0.245
4506	0.245
4507	0.275
4508	0.420
4509	0.400
4510	0.350
4601	0.273
4602	0.400
4603	0.420
4604	0.236
4605	0.245

4606	0.245
4607	0.236
4608	0.420
4609	0.400
4610	0.350
4701	0.598
4703	0.639
4801	0.598
4802	0.645
4803	0.639
4901	0.598
4902	0.645
4903	0.639
5001	0.598
5002	0.645
5003	0.639
5101	0.598
5102	0.650
5103	0.639

100%

0.639

0.650

5203

5202

SCHEDULE 1
TO
SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION

Additional Parcel Units

Unit Number

C-2

402

509

602

702

705

709

803

806

903

907

909

1002

1108

1201

1301

1306

1406

1601

1708

1801

1804

1901

1904

1906

2002

2003

2007

2206

2506

2602

2607

2610

2906

3007

3107

3201

3303

3408

3505

3604

3806

3902

3909

4203

4408

4902



Doc#: 0529218040 Fee: \$226.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/19/2005 11:14 AM Pg: 1 of 47

This instrument was prepared by
and after recording mail to:
Herbert A. Kessel
BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY,
BECKER, GENIN & LONDON
161 North Clark Street, #2600
Chicago, Illinois 60601-3221
(312) 621-9700

8289 17402 HK

F	236	A
P	236	P
T	10/19	V
I	10/19	

**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION**

This Third Amendment to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Park Millennium Condominium Association, Chicago, Illinois, recorded with the Recorder of Deeds of Cook County, Illinois on July 25, 2005 as Document No. 0520644013, as amended (the "Declaration"), is executed by MCZ/Centrum Millennium, L.L.C., an Illinois limited liability company, (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, the real estate described in the Exhibit A-1 attached hereto and by this reference made a part hereof, located in the County of Cook and State of Illinois (the "Submitted Parcel") has been submitted to the Condominium Property Act of the State of Illinois, as amended (the "Act") pursuant to the Declaration; and

WHEREAS, pursuant to the Act, in Article 12 of the Declaration, the Declarant reserved the right from time to time to annex and add to the Submitted Parcel, and thereby add to the plan of condominium ownership created by the Declaration; and

WHEREAS, the Declarant, pursuant to Article 12 of the Declaration, desires to annex and add to the Property (as defined in the Declaration), and to the plan of condominium ownership, and submit to the Act the additional condominium Units identified on Schedule 1 attached hereto (collectively, the "Additional Parcel"), such Units being identified as such, depicted and legally described in Exhibit "A" attached hereto and by this reference made a part hereof, the street address and Permanent Real Estate Number of the Additional Parcel being as set forth therein; and

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DATE 10-19-05 COPIES 6

Box 400-CTCC

WHEREAS, the Additional Parcel is a portion of the Future Submittal Parcel in the Declaration as described in Exhibit "C" thereto; and

WHEREAS, the Declarant desires to amend the Declaration as it relates to the Plat of Survey (Exhibit "A" thereto) and to the percentage of ownership interest in the common elements for condominium units (Exhibit "B" thereto).

NOW, THEREFORE, the Declarant, as the holder of legal title to the Additional Parcel, for the purposes above set forth, hereby declares that the Declaration is amended as follows:

1. The Additional Parcel is hereby annexed to the Submitted Parcel and, together with all improvements and structures now or hereafter erected, constructed or contained thereon or therein, is submitted to the Act.

2. Exhibit "A" of the Declaration, "Plat of Survey", is hereby amended by deleting, in their entirety, pages 3, 5, 6, 7, 8, 9, 11, 12, 14, 17, 18, 19, 20, 22, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40 and 42 and substituting, in their place, the pages on Exhibit "A" attached hereto and by this reference made a part hereof.

3. Exhibit "B" of the Declaration, "Percentage of Ownership Interest in the Common Elements", is deleted and an amended Exhibit "B", attached hereto and by this reference made a part hereof, is submitted in lieu thereof.

4. All the unit owners and mortgage holders, by the Declarant, hereby consent to this Third Amendment to the Declaration pursuant to the powers set forth in Article 12 of the Declaration.

5. Except as herein specifically amended, the Declaration is ratified and confirmed. In the event of any inconsistency between this Third Amendment and the Declaration, this Third Amendment shall control.

[INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois limited liability company, has caused its name to be signed to this instrument this 17th day of October, 2005.

MCZ/CENTRUM MILLENNIUM, L.L.C.,
an Illinois limited liability company

By: [Signature]
One of its Managers

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Jennifer Mulvaney, a Notary Public in and for County and State aforesaid, do hereby certify that Lawrence Ashkin, as one of the Managers of MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of October, 2005.

[Signature]
Notary Public

My Commission Expires: _____



EXHIBIT A
TO
THIRD AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION
ADDITIONAL PARCEL

Survey of Units
(Attached hereto)

Common Address: 222 North Columbus Drive
Chicago, Illinois 60601

PIN: 17-10-316-028-0000
 17-10-316-029-0000
 17-10-316-030-0000
 17-10-316-031-0000

EXHIBIT A-1
TO
THIRD AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION

SUBMITTED PARCEL

THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF N. STETSON AVENUE, 74.00 FEET WIDE, AS SAID N. STETSON AVENUE WAS DEDICATED BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY ON THE 26TH DAY OF MARCH, 1984 AS DOCUMENT 27018355, SAID POINT BEING 175.542 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE NORTH LINE OF E. LAKE STREET, AS SAID E. LAKE STREET AS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 26TH DAY OF MARCH, 1984 AS DOCUMENT 27018354 AND RUNNING; THENCE NORTH ON SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 125.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF E. SOUTH WATER STREET, 92.00 FEET WIDE, AS SAID E. SOUTH WATER STREET WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON MARCH 14, 1979 AS DOCUMENT 24879732; THENCE EAST ALONG SAID SOUTH LINE OF E. SOUTH WATER STREET (SAID SOUTH LINE BEING PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE) A DISTANCE OF 332.541 FEET TO A POINT WHICH IS 20.0 FEET, AS MEASURED ALONG THE EASTWARD EXTENSION OF SAID SOUTH LINE, WEST OF INTERSECTION OF SAID EASTWARD EXTENSION WITH THE NORTHWARD EXTENSION OF THE WEST LINE OF N. COLUMBUS DRIVE, AS SAID N. COLUMBUS DRIVE WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON JUNE 5, 1972 AS DOCUMENT 21925615; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 28.284 FEET TO A POINT ON SAID WEST LINE OF N. COLUMBUS DRIVE, WHICH POINT IS 20.00 FEET, AS MEASURED ALONG THE NORTHWARD EXTENSION OF SAID WEST LINE, SOUTH OF THE INTERSECTION OF SAID NORTHWARD EXTENSION WITH SAID EASTWARD EXTENSION OF THE SOUTH LINE OF E. SOUTH WATER STREET; THENCE SOUTH ALONG SAID WEST LINE OF N. COLUMBUS DRIVE A DISTANCE OF 75.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF

107.541 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 30.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE (BEING ALSO PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE), A DISTANCE OF 245.00 FEET TO THE POINT OF BEGINNING.

AND ALSO THAT PART OF THE LAND, PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 19.25 FEET BELOW CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES OF THAT PART OF SAID LAND, PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 177.25 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, SAID POINT BEING 51.40 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID LINE OF E. SOUTH WATER STREET AND RUNNING; THENCE EAST ALONG A LINE PARALLEL WITH SAID LINE OF E. SOUTH WATER STREET, A DISTANCE OF 22.96 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 26.33 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 22.96 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 26.33 FEET TO THE POINT OF BEGINNING.

AND ALSO THAT PART OF SAID PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 37.75 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 219.31 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, SAID POINT BEING 69.14 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID SOUTH LINE OF E. SOUTH WATER STREET AND RUNNING THENCE EAST ALONG A PARALLEL LINE WITH SAID SOUTH LINE OF E. SOUTH WATER STREET, A DISTANCE OF 21.14 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.35 FEET, THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 19.09 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 29.09 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 15.61 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 4.53 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 24.62 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 29.27 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PROPERTY AND SPACE, THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO

CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 69.50 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID EAST LINE OF N. STETSON AVENUE WHICH IS 202.33 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF SAID NORTH LINE OF E. LAKE STREET AND RUNNING; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 89.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 19.47 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 23.25 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 25.54 FEET TO AN INTERSECTION WITH A LINE PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE, WHICH IS 230.57 FEET NORTH OF SAID NORTH LINE OF E. LAKE STREET; THENCE WEST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 41.75 FEET TO SAID EAST LINE OF N. STETSON AVENUE; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 28.24 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM SAID PROPERTY AND SPACE, THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 52.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON SAID EAST LINE OF N. STETSON AVENUE WHICH IS 202.33 FEET, AS MEASURED ALONG SAID LINE, NORTH OF SAID NORTH LINE OF E. LAKE STREET AND RUNNING; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING OF SAID PROPERTY AND SPACE; THENCE CONTINUING EAST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 37.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 19.47 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 37.00 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 19.47 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM SAID PROPERTY AND SPACE, THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 73.50 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 240.67 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, SAID POINT BEING 57.42 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID SOUTH LINE OF E. SOUTH WATER STREET

AND RUNNING; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF E. SOUTH WATER STREET, A DISTANCE OF 18.35 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 6.37 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 18.35 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 6.37 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PROPERTY AND SPACE THE PROPERTY DEPICTED AND DELINEATED AS "PROPOSED" CONDOMINIUM UNITS ON PAGES 2 THROUGH 52 OF EXHIBIT "A".

Common Address: 222 North Columbus Drive
Chicago, Illinois 60601

PIN: 17-10-316-028-0000
17-10-316-029-0000
17-10-316-030-0000
17-10-316-031-0000

EXHIBIT B

TO

**THIRD AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION**

PERCENTAGE OF OWNERSHIP

Unit No.	%
C1	0.348
C2	0.126
C3	0.023
303	0.222
305	0.210
307	0.218
308	0.210
310	0.222
402	0.167
404	0.391
405	0.210
408	0.210
409	0.391
412	0.266
503	0.222
504	0.391
506	0.218
507	0.218
508	0.210
509	0.381
510	0.222
511	0.167
512	0.266
602	0.167
603	0.222
604	0.391
605	0.210
606	0.218
608	0.210
610	0.222
611	0.167
612	0.266
701	0.266
702	0.167
703	0.222
704	0.391
705	0.210
706	0.218

707	0.218
708	0.210
709	0.391
710	0.222
711	0.167
712	0.266
801	0.266
802	0.167
803	0.222
804	0.391
805	0.210
806	0.218
807	0.218
808	0.210
810	0.222
811	0.167
812	0.266
901	0.266
902	0.167
903	0.222
904	0.391
905	0.210
907	0.218
908	0.210
909	0.391
910	0.222
911	0.167
912	0.266
1001	0.266
1002	0.167
1003	0.222
1005	0.210
1006	0.218
1007	0.218
1008	0.210
1009	0.391
1010	0.222
1011	0.167
1012	0.266
1101	0.266
1102	0.167
1103	0.222
1104	0.391
1105	0.210
1107	0.218
1108	0.210
1110	0.222
1111	0.167
1112	0.266
1201	0.266
1202	0.167
1203	0.222

1204	0.391
1205	0.210
1206	0.218
1207	0.218
1208	0.210
1210	0.222
1211	0.167
1212	0.266
1301	0.266
1302	0.167
1303	0.222
1305	0.210
1306	0.218
1307	0.218
1308	0.210
1311	0.167
1312	0.266
1401	0.266
1402	0.373
1404	0.211
1405	0.218
1406	0.218
1407	0.210
1408	0.391
1410	0.266
1501	0.266
1502	0.373
1504	0.210
1505	0.218
1507	0.210
1509	0.373
1510	0.266
1601	0.266
1602	0.373
1603	0.391
1604	0.210
1606	0.218
1607	0.210
1609	0.373
1610	0.266
1701	0.266
1703	0.391
1704	0.210
1705	0.218
1706	0.218
1707	0.210
1708	0.391
1710	0.266
1801	0.266
1802	0.373
1803	0.391
1804	0.210

1805	0.218
1807	0.210
1808	0.391
1809	0.373
1810	0.266
1901	0.266
1902	0.357
1904	0.210
1905	0.218
1906	0.218
1907	0.210
1910	0.266
2001	0.266
2002	0.357
2003	0.391
2004	0.210
2007	0.210
2009	0.357
2010	0.266
2101	0.266
2102	0.357
2105	0.218
2107	0.210
2108	0.391
2110	0.266
2201	0.266
2202	0.357
2204	0.210
2205	0.218
2206	0.218
2207	0.210
2208	0.391
2210	0.266
2301	0.266
2302	0.357
2303	0.391
2307	0.210
2309	0.357
2310	0.266
2401	0.266
2405	0.218
2406	0.218
2410	0.266
2501	0.266
2502	0.357
2506	0.218
2507	0.210
2510	0.266
2601	0.266
2602	0.357
2604	0.210
2607	0.210

2609	0.357
2610	0.266
2701	0.266
2704	0.210
2707	0.210
2710	0.266
2801	0.266
2802	0.357
2807	0.210
2810	0.266
2901	0.266
2904	0.210
2906	0.218
2907	0.210
2909	0.357
2910	0.266
3001	0.266
3002	0.357
3005	0.218
3007	0.210
3008	0.391
3009	0.357
3010	0.266
3101	0.266
3102	0.357
3105	0.218
3106	0.218
3107	0.210
3109	0.357
3110	0.266
3201	0.266
3202	0.357
3205	0.218
3207	0.210
3208	0.391
3210	0.266
3301	0.266
3302	0.357
3303	0.391
3304	0.210
3305	0.218
3306	0.218
3307	0.210
3310	0.266
3401	0.266
3402	0.357
3403	0.391
3404	0.210
3405	0.218
3407	0.210
3408	0.391
3409	0.357

3410	0.266
3501	0.266
3502	0.357
3504	0.210
3505	0.218
3506	0.218
3507	0.210
3510	0.266
3601	0.266
3604	0.210
3605	0.218
3607	0.210
3610	0.266
3701	0.266
3702	0.357
3704	0.210
3705	0.218
3706	0.218
3707	0.210
3710	0.266
3801	0.266
3802	0.357
3804	0.210
3805	0.218
3806	0.218
3807	0.210
3810	0.266
3901	0.266
3902	0.357
3904	0.210
3905	0.218
3907	0.210
3909	0.357
3910	0.266
4001	0.266
4002	0.357
4004	0.210
4005	0.218
4006	0.218
4007	0.210
4008	0.375
4009	0.357
4010	0.312
4101	0.266
4102	0.357
4104	0.210
4105	0.218
4106	0.218
4107	0.210
4108	0.375
4109	0.357
4110	0.312

4201	0.266
4202	0.357
4203	0.375
4204	0.210
4205	0.218
4206	0.218
4207	0.210
4208	0.375
4209	0.357
4210	0.312
4302	0.357
4303	0.375
4304	0.210
4305	0.218
4307	0.210
4309	0.357
4310	0.312
4401	0.266
4402	0.357
4403	0.375
4404	0.210
4405	0.218
4406	0.218
4407	0.210
4408	0.375
4409	0.357
4410	0.312
4501	0.266
4502	0.357
4503	0.375
4504	0.210
4505	0.218
4506	0.218
4507	0.210
4508	0.375
4509	0.357
4510	0.312
4601	0.244
4602	0.357
4603	0.375
4604	0.210
4605	0.218
4606	0.218
4607	0.210
4608	0.375
4609	0.357
4610	0.312
4701	0.534
4703	0.575
4801	0.534
4802	0.598
4803	0.575

4901	0.534
4902	0.598
4903	0.573
5001	0.534
5002	0.598
5003	0.572
5101	0.534
5102	0.598
5103	0.577
5202	0.598
5203	<u>0.577</u>
	100.000

SCHEDULE 1
TO
THIRD AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION

Additional Parcel Units

Unit Number

303
305
310
506
510
610
706
802
805
911
1102
1206
1408
1703
1704
1706
1808
1905
2004
2204
2405
2507
2707
2807
2907
3005
3008
3105
3205
3208
3304
3305
3402
3405
3409
3502
3506
3707
3802
4002
4004

8289 174 028K

This instrument was prepared by
and after recording mail to:
Herbert A. Kessel
BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY,
BECKER, GENIN & LONDON
161 North Clark Street, #2600
Chicago, Illinois 60601-3221
(312) 621-9700



**FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION**

This Fourth Amendment to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Park Millennium Condominium Association, Chicago, Illinois, recorded with the Recorder of Deeds of Cook County, Illinois on July 25, 2005 as Document No. 0520644013, as amended (the "Declaration"), is executed by MCZ/Centrum Millennium, L.L.C., an Illinois limited liability company, (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, the real estate described in the Exhibit A-1 attached hereto and by this reference made a part hereof, located in the County of Cook and State of Illinois (the "Submitted Parcel") has been submitted to the Condominium Property Act of the State of Illinois, as amended (the "Act") pursuant to the Declaration; and

WHEREAS, pursuant to the Act, in Article 12 of the Declaration, the Declarant reserved the right from time to time to annex and add to the Submitted Parcel, and thereby add to the plan of condominium ownership created by the Declaration; and

WHEREAS, the Declarant, pursuant to Article 12 of the Declaration, desires to annex and add to the Property (as defined in the Declaration), and to the plan of condominium ownership, and submit to the Act the additional condominium Units identified on Schedule 1 attached hereto (collectively, the "Additional Parcel"), such Units being identified as such, depicted and legally described in Exhibit "A" attached hereto and

WHEREAS, the Additional Parcel is a portion of the Future Submittal Parcel in the Declaration as described in Exhibit "C" thereto; and

WHEREAS, the Declarant desires to amend the Declaration as it relates to the Plat of Survey (Exhibit "A" thereto) and to the percentage of ownership interest in the common elements for condominium units (Exhibit "B" thereto).

NOW, THEREFORE, the Declarant, as the holder of legal title to the Additional Parcel, for the purposes above set forth, hereby declares that the Declaration is amended as follows:

1. The Additional Parcel is hereby annexed to the Submitted Parcel and, together with all improvements and structures now or hereafter erected, constructed or contained thereon or therein, is submitted to the Act.

2. Exhibit "A" of the Declaration, "Plat of Survey", is hereby amended by deleting, in their entirety, pages 3, 4, 5, 6, 8 through 41, both inclusive, 43, 47 and 52 and substituting, in their place, the pages on Exhibit "A" attached hereto and by this reference made a part hereof.

3. Exhibit "B" of the Declaration, "Percentage of Ownership Interest in the Common Elements", is deleted and an amended Exhibit "B", attached hereto and by this reference made a part hereof, is submitted in lieu thereof.

4. All the unit owners and mortgage holders, by the Declarant, hereby consent to this Fourth Amendment to the Declaration pursuant to the powers set forth in Article 12 of the Declaration.

5. Except as herein specifically amended, the Declaration is ratified and confirmed. In the event of any inconsistency between this Fourth Amendment and the Declaration, this Fourth Amendment shall control.

[INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois limited liability company, has caused its name to be signed to this instrument this 14th day of Nov, 2005.

MCZ/CENTRUM MILLENNIUM, L.L.C.,
an Illinois limited liability company

By: [Signature]
One of its Managers

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Bryanna McCreger Carroll, a Notary Public in and for County and State aforesaid, do hereby certify that ARTHUR SLAVEN, as one of the Managers of MCZ/CENTRUM MILLENNIUM, L.L.C., an Illinois liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14 day of November, 2005.

[Signature]
Notary Public

My Commission Expires: April 30, 2008

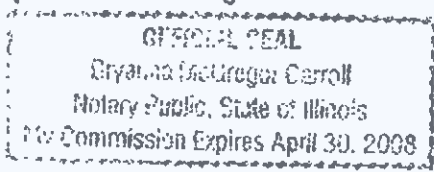


EXHIBIT A-1
TO
FOURTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION

SUBMITTED PARCEL

THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF N. STETSON AVENUE, 74.00 FEET WIDE, AS SAID N. STETSON AVENUE WAS DEDICATED BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY ON THE 26TH DAY OF MARCH, 1984 AS DOCUMENT 27018355, SAID POINT BEING 175.542 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE NORTH LINE OF E. LAKE STREET, AS SAID E. LAKE STREET AS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 26TH DAY OF MARCH, 1984 AS DOCUMENT 27018354 AND RUNNING; THENCE NORTH ON SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 125.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF E. SOUTH WATER STREET, 92.00 FEET WIDE, AS SAID E. SOUTH WATER STREET WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON MARCH 14, 1979 AS DOCUMENT 24879732; THENCE EAST ALONG SAID SOUTH LINE OF E. SOUTH WATER STREET (SAID SOUTH LINE BEING PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE) A DISTANCE OF 332.541 FEET TO A POINT WHICH IS 20.0 FEET, AS MEASURED ALONG THE EASTWARD EXTENSION OF SAID SOUTH LINE, WEST OF INTERSECTION OF SAID EASTWARD EXTENSION WITH THE NORTHWARD EXTENSION OF THE WEST LINE OF N. COLUMBUS DRIVE, AS SAID N. COLUMBUS DRIVE WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON JUNE 5, 1972 AS DOCUMENT 21925615; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 28.284 FEET TO A POINT ON SAID WEST LINE OF N. COLUMBUS DRIVE, WHICH POINT IS 20.00 FEET, AS MEASURED ALONG THE NORTHWARD EXTENSION OF SAID WEST LINE, SOUTH OF THE INTERSECTION OF SAID NORTHWARD EXTENSION WITH SAID EASTWARD EXTENSION OF THE SOUTH LINE OF E. SOUTH WATER STREET; THENCE SOUTH ALONG SAID WEST LINE OF N. COLUMBUS DRIVE A DISTANCE OF 75.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF

107.541 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 30.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE (BEING ALSO PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE), A DISTANCE OF 245.00 FEET TO THE POINT OF BEGINNING.

AND ALSO THAT PART OF THE LAND, PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 19.25 FEET BELOW CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES OF THAT PART OF SAID LAND, PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 177.25 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, SAID POINT BEING 51.40 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID LINE OF E. SOUTH WATER STREET AND RUNNING; THENCE EAST ALONG A LINE PARALLEL WITH SAID LINE OF E. SOUTH WATER STREET, A DISTANCE OF 22.96 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 26.33 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 22.96 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 26.33 FEET TO THE POINT OF BEGINNING.

AND ALSO THAT PART OF SAID PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 37.75 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 219.31 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, SAID POINT BEING 69.14 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID SOUTH LINE OF E. SOUTH WATER STREET AND RUNNING THENCE EAST ALONG A PARALLEL LINE WITH SAID SOUTH LINE OF E. SOUTH WATER STREET, A DISTANCE OF 21.14 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.35 FEET, THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 19.09 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 29.09 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 15.61 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 4.53 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 24.62 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 29.27 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PROPERTY AND SPACE, THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO

CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 69.50 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID EAST LINE OF N. STETSON AVENUE WHICH IS 202.33 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF SAID NORTH LINE OF E. LAKE STREET AND RUNNING; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. STETSON A VENUE, A DISTANCE OF 89.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. STETSON A VENUE, A DISTANCE OF 19.47 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 23.25 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 25.54 FEET TO AN INTERSECTION WITH A LINE PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE, WHICH IS 230.57 FEET NORTH OF SAID NORTH LINE OF E. LAKE STREET; THENCE WEST ALONG LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 41.75 FEET TO SAID EAST LINE OF N. STETSON AVENUE; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 28.24 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM SAID PROPERTY AND SPACE, THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 52.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON SAID EAST LINE OF N. STETSON AVENUE WHICH IS 202.33 FEET, AS MEASURED ALONG SAID LINE, NORTH OF SAID NORTH LINE OF E. LAKE STREET AND RUNNING; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING OF SAID PROPERTY AND SPACE; THENCE CONTINUING EAST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 37.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. STETSON A VENUE, A DISTANCE OF 19.47 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 37.00 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 19.47 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM SAID PROPERTY AND SPACE, THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 73.50 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 240.67 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, SAID POINT BEING 57.42 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID SOUTH LINE OF E. SOUTH WATER STREET

AND RUNNING; THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF E. SOUTH WATER STREET, A DISTANCE OF 18.35 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 6.37 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 18.35 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 6.37 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PROPERTY AND SPACE THE PROPERTY DEPICTED AND DELINEATED AS "PROPOSED" CONDOMINIUM UNITS ON PAGES 2 THROUGH 52 OF EXHIBIT "A".

Common Address: 222 North Columbus Drive
Chicago, Illinois 60601

PIN: 17-10-316-028-0000
17-10-316-029-0000
17-10-316-030-0000
17-10-316-031-0000

EXHIBIT B

TO

**FOURTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION**

PERCENTAGE OF OWNERSHIP

<u>Unit No.</u>	<u>Percentage</u>
C1	0.348%
C2	0.126%
C3	0.023%
301	0.192%
302	0.121%
303	0.160%
304	0.282%
305	0.152%
306	0.158%
307	0.158%
308	0.152%
309	0.282%
310	0.160%
311	0.121%
312	0.192%
401	0.192%
402	0.121%
403	0.160%
404	0.282%
405	0.152%
406	0.158%
407	0.158%
408	0.152%
409	0.282%
410	0.160%
411	0.121%
412	0.192%
501	0.192%
502	0.121%
503	0.160%
504	0.282%
505	0.152%
506	0.158%
507	0.158%
508	0.152%
509	0.282%
510	0.160%
511	0.121%
512	0.192%

601	0.192%
602	0.121%
603	0.160%
604	0.282%
605	0.152%
606	0.158%
607	0.158%
608	0.152%
609	0.282%
610	0.160%
611	0.121%
612	0.192%
701	0.192%
702	0.121%
703	0.160%
704	0.282%
705	0.152%
706	0.158%
707	0.158%
708	0.152%
709	0.282%
710	0.160%
711	0.121%
712	0.192%
801	0.192%
802	0.121%
803	0.160%
804	0.282%
805	0.152%
806	0.158%
807	0.158%
808	0.152%
809	0.282%
810	0.160%
811	0.121%
812	0.192%
901	0.192%
902	0.121%
903	0.160%
904	0.282%
905	0.152%
906	0.158%
907	0.158%
908	0.152%
909	0.282%
910	0.160%
911	0.121%
912	0.192%
1001	0.192%
1002	0.121%
1003	0.160%
1004	0.282%

1005	0.152%
1006	0.158%
1007	0.158%
1008	0.152%
1009	0.282%
1010	0.160%
1011	0.121%
1012	0.192%
1101	0.192%
1102	0.121%
1103	0.160%
1104	0.282%
1105	0.152%
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1107	0.158%
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1110	0.160%
1111	0.121%
1112	0.192%
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1402	0.269%
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1909	0.258%
1910	0.192%

2001	0.192%
2002	0.258%
2003	0.282%
2004	0.152%
2005	0.158%
2006	0.158%
2007	0.152%
2008	0.282%
2009	0.258%
2010	0.192%
2101	0.192%
2102	0.258%
2103	0.282%
2104	0.152%
2105	0.158%
2106	0.158%
2107	0.152%
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2109	0.258%
2110	0.192%
2201	0.192%
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3010	0.192%
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3210	0.192%
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4309	0.258%
4310	0.225%
4401	0.192%
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4510	0.225%

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4603	0.271%
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4607	0.152%
4608	0.271%
4609	0.258%
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4702	0.426%
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5203	<u>0.412%</u>
	<u>100%</u>

SCHEDULE 1
TO
FOURTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION

Additional Parcel Units

Unit Number

301
302
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3703
3708
3709
3803
3808
3809
3903
3906
3908
4003
4103
4301
4306
4308
4702
5201

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURNED TO:

PATRICIA A. O'CONNOR
LEVENFELD PEARLSTEIN, LLC
2 NORTH LaSALLE STREET, SUITE 1300
CHICAGO, IL 60602



Doc#: 1124934080 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/06/2011 03:08 PM Pg: 1 of 9

FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE
PARK MILLENNIUM CONDOMINIUM ASSOCIATION

This Fifth Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Park Millennium Condominium Association is made and entered into this 12th day of July, 2011, by the Board of Directors of the Park Millennium Condominium Association (the "Board").

WITNESSETH:

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

The property was submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Park Millennium Condominium Association, recorded on July 25, 2005, in the Cook County Recorder of Deed's Office as Document No.

PIN Nos 17-10-316-032-0000
17-10-316-033-1001 through 1483

0520644013; subsequently amended by a First Amendment recorded on June 19, 2005 as Document No. 052311908; a Second Amendment recorded on September 23, 2005 as Document No. 0526645099; a Third Amendment recorded on October 19, 2005 as Document No. 0529218040 and a Fourth Amendment recorded November 16, 2005 as Document No. 0532010045 (the "Declaration");

The Board and the Unit Owners desire to further amend the Declaration to limit leasing of Residential Units for business, speculation or investment purposes such that no more than twenty percent (20%) of Residential Units shall be leased at any time; and

Article 14, Paragraph 14.8 of the Declaration requires that the leasing restrictions of the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission; (i) signed and acknowledged by the President or Vice-President of the Board; (ii) approved by Unit Owners having, in the aggregate, at least seventy-five percent (75%) of the total vote¹, at a meeting called for that purpose; (iii) approved by First Mortgagees of individual Unit Ownerships representing at least fifty-one percent (51%) of the votes in the Association²; and (iv) the amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois; and

The Sixth Amendment set forth below has been approved by Unit Owners having, in the aggregate, at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and has been consented to by First Mortgagees of individual Unit Ownerships

¹ The 100% approval requirement set forth in Article 14, Section 14.8 is supplanted, pursuant to 765 ILCS 605/2.1, by the term contained in 765 ILCS 27(a)(i) of the Illinois Condominium Property Act which states that "in no event shall the condominium instruments require more than a three-quarters vote of unit owners" in order to amend the provisions of the Declaration.

² Required by Article 11(e)(i)(iv), but the consent of a First Mortgagee shall be deemed granted unless the First Mortgagee objects, in writing, within thirty (30) days after a request for approval is made, pursuant to Section 11(h).

representing at least fifty-one percent (51%) of the votes in the Association pursuant to the Secretarial Certification, Exhibit B attached hereto and made a part hereof.

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

Article 13, Section 13.2 shall be deleted in its entirety and the following shall be inserted in its stead:

“13.2 Leasing Limitations.

- (a) Effective the recording date of this Fifth Amendment, the leasing of Residential Units shall be limited to not more than twenty percent (20%) of the Residential Units. This Amendment does not impair the right of current Owners to lease their Units for as long as they own their Units. A current Owner is anyone who owns a Unit on the date of the recording of this Amendment. Current owners are “grandfathered”, meaning they will have a right to lease their Units regardless of the percentage of leased Units at the time they seek to lease their Unit. When a current owner sells his or her Unit, the Unit will be subject to the leasing restrictions contained in this Amendment.

Any Residential Unit occupied by the immediate family of the Unit Owner shall not be considered leased for the purpose of this Fifth Amendment. The “immediate family” of an Owner shall mean a spouse, child, stepchild, sibling or parent or grandparent. A Unit Owner seeking to lease or to allow a family member to live in his or her Unit must obtain written approval from the Board for any proposed lease or similar arrangement in order to ensure that the Unit continues to be exempted from the leasing limitations contained in this Amendment.

- (b) As required by Section 18(n) of the Illinois Condominium Property Act, Owners must deliver to the Board of Directors before the lease term or occupancy commences, a written lease or a memorandum of an oral lease for any permissible leases of a Residential Unit.
- (c) To avoid undue hardship, if the twenty percent (20%) leasing cap has been met, the Board of Directors may grant permission to an Owner to lease his or her Residential Unit once to a specified lessee for a period of not more than one (1) year. Renewals of such a hardship lease are also left to the Board's discretion, as provided below.

- (d) To lease a Residential Unit under the hardship exception after the effective date of this Fifth Amendment, a non-grandfathered Unit Owner must submit a written application to the Board. The application must contain facts showing the hardship to justify the lease. The Board shall respond to each application within thirty (30) days by granting or denying the lease application. The Board has the sole discretion to approve all applications for hardship leases, and any decisions of the Board shall be binding upon the Owner.
- (e) Any Unit Owner leasing his or her Residential Unit shall not be relieved thereby from any obligation under the Declaration, By-Laws or Association rules. In addition to any other remedies, by filing an action jointly against the Unit Owner and the Lessee, the Association may seek to enjoin the Lessee from occupying a Residential Unit or seek to join a Lessee under Article IX of the Code of Civil Procedure for failure of the Unit Owner to comply with the leasing restrictions prescribed herein."

Except as expressly amended hereby, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Board and Unit Owners have duly executed this Fifth Amendment on the day and year first above written.

BOARD OF DIRECTORS OF
PARK MILLENNIUM
CONDOMINIUM ASSOCIATION

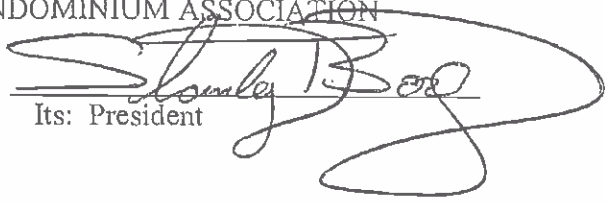
By: 
Its: President

EXHIBIT A
TO
FIFTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE PARK MILLENNIUM CONDOMINIUM ASSOCIATION

LEGAL DESCRIPTION

SUBMITTED PARCEL

THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF N. STETSON AVENUE, 74.00 FEET WIDE, AS SAID N. STETSON AVENUE WAS DEDICATED BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY ON THE 26TH DAY OF MARCH, 1984 AS DOCUMENT 27018355, SAID POINT BEING 175.542 FEET, AS MEASURED ALONG SAID EAST LINE NORTH OF THE NORTH LINE OF E. LAKE STREET, AS SAID E. LAKE STREET AS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON THE 26TH DAY OF MARCH, 1984 AS DOCUMENT 27018354 AND RUNNING; THENCE NORTH ON SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 125.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF E. SOUTH WATER STREET, 92.00 FEET WIDE, AS SAID E. SOUTH WATER STREET WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON MARCH 14, 1979 AS DOCUMENT 24879732; THENCE EAST ALONG SAID SOUTH LINE OF E. SOUTH WATER STREET (SAID SOUTH LINE BEING PERPENDICULAR TO SAID EAST LINE OF NORTH STETSON AVENUE) A DISTANCE OF 332.541 FEET TO A POINT WHICH IS 20.0 FEET, AS MEASURED ALONG THE EASTWARD EXTENSION OF SAID SOUTH LINE, WEST OF INTERSECTION OF SAID EASTWARD EXTENSION WITH THE NORTHWARD EXTENSION OF THE WEST LINE OF N. COLUMBUS DRIVE, AS SAID N. COLUMBUS DRIVE WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON JUNE 5, 1972 AS DOCUMENT 21925615; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 28.284 FEET TO A POINT ON SAID WEST LINE OF N. COLUMBUS DRIVE, WHICH POINT IS 20.00 FEET, AS MEASURED ALONG THE NORTHWARD EXTENSION OF SAID WEST LINE, SOUTH OF THE INTERSECTION OF SAID NORTHWARD EXTENSION WITH SAID EASTWARD EXTENSION OF THE SOUTH LINE OF E. SOUTH WATER STREET; THENCE SOUTH ALONG SAID WEST LINE OF N. COLUMBUS DRIVE A DISTANCE OF 75.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF

107.541 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 30.00 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE (BEING ALSO PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE), A DISTANCE OF 245.00 FEET TO THE POINT OF BEGINNING.

AND ALSO THAT PART OF THE LAND, PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 19.25 FEET BELOW CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES OF THAT PART OF SAID LAND, PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 177.25 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, SAID POINT BEING 51.40 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID LINE OF E. SOUTH WATER STREET AND RUNNING; THENCE EAST ALONG A LINE PARALLEL WITH SAID LINE OF E. SOUTH WATER STREET, A DISTANCE OF 22.96 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 26.33 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 22.96 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 26.33 FEET TO THE POINT OF BEGINNING.

AND ALSO THAT PART OF SAID PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 37.75 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 219.31 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, SAID POINT BEING 69.14 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID SOUTH LINE OF E. SOUTH WATER STREET AND RUNNING THENCE EAST ALONG A PARALLEL LINE WITH SAID SOUTH LINE OF E. SOUTH WATER STREET, A DISTANCE OF 21.14 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 4.35 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 19.09 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 29.09 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 15.61 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 4.53 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 24.62 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 29.27 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PROPERTY AND SPACE, THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO

CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 69.50 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID EAST LINE OF N. STETSON AVENUE WHICH IS 202.33 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF SAID NORTH LINE OF E. LAKE STREET AND RUNNING; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 89.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 19.47 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 23.25 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 25.54 FEET TO AN INTERSECTION WITH A LINE PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE, WHICH IS 230.57 FEET NORTH OF SAID NORTH LINE OF E. LAKE STREET; THENCE WEST ALONG SAID LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 41.75 FEET TO SAID EAST LINE OF N. STETSON AVENUE; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 28.24 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM SAID PROPERTY AND SPACE, THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 52.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON SAID EAST LINE OF N. STETSON AVENUE WHICH IS 202.33 FEET, AS MEASURED ALONG SAID LINE, NORTH OF SAID NORTH LINE OF E. LAKE STREET AND RUNNING; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. STETSON AVENUE A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING OF SAID PROPERTY AND SPACE; THENCE CONTINUING EAST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 37.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, A DISTANCE OF 19.47 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 37.00 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 19.47 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM SAID PROPERTY AND SPACE, THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 49.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 73.50 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID PROPERTY AND SPACE, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE WHICH IS 240.67 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. STETSON AVENUE, SAID POINT BEING 57.92 FEET, AS MEASURED ALONG SAID PARALLEL LINE, SOUTH OF SAID SOUTH LINE OF E. SOUTH WATER STREET

AND RUNNING, THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF E. SOUTH WATER STREET, A DISTANCE OF 18.35 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 6.37 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 18.35 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 6.37 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PROPERTY AND SPACE THE PROPERTY DEPICTED AND DELINEATED AS "PROPOSED" CONDOMINIUM UNITS ON PAGES 2 THROUGH 52 OF EXHIBIT "A".

Common Address: 222 North Columbus Drive
Chicago, Illinois 60601

PIN: 17-10-316-028-0000
17-10-316-029-0000
17-10-316-030-0000
17-10-316-031-0000

EXHIBIT B

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

SECRETARY CERTIFICATION

I, SAMIR MODY, being first duly sworn on oath, do hereby state that:

1. I am the duly elected, qualified and acting Secretary of Park Millennium Condominium Association.

2. I am the keeper of the corporate records of such Association.

3. On July 12, 2011, at a duly noticed Special Meeting of Owners for Park Millennium Condominium Association, more than seventy-five percent (75%) of the ownership voted in favor of adopting the Fifth Amendment to limit leasing of Residential Units.

4. On the fifth (5th) day of August, 2011 all First Mortgagees of any Residential Unit with a bona fide lien of record were notified by certified mail of the Fifth Amendment herein. No First Mortgagees have objected and their consent is therefore implied.

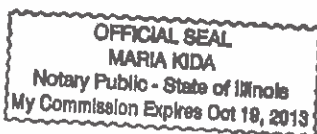
FURTHER AFFIANT SAYETH NOT.

Samir Mody

Its: Secretary
Park Millennium Condominium Association

Signed and sworn to me before me
this 10th day of August, 2011

Maria Kida
Notary Public



LP 2890507.1 \ 37497-80116