

340 W. Superior Condominium

Association

Declarations and By-laws

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2002-07-29 14:07:57

Cook County Recorder 243.00

1446
This document prepared by
and return after recording to:
Scott E. Jensen
Bryce, Downey, Murray, Jensen & Mikus, LLC
312 W. Randolph St., Suite 200
Chicago, IL 60606

DECLARATION OF CONDOMINIUM
PURSUANT TO THE CONDOMINIUM
PROPERTY ACT

340 WEST SUPERIOR COMMERCIAL CONDOMINIUMS

AD2020010
NWN 7/10/02
This Declaration, ("Declaration") made and entered into this 25th day of July, 2002, by 340 W. SUPERIOR ST. PARTNERS, INC., (hereinafter referred to as the "Declarant"):

WITNESSETH

WHEREAS, the Declarant is the owner in fee simple of the following described real estate, in Chicago, Cook County, Illinois:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

with the common street addresses of 340 to 350 West Superior Street and 730 to 740 North Orleans, Chicago, IL 60610 and the permanent index (real estate tax) numbers of which are 17-09-200-007, 008, 009 and 012.

WHEREAS, the Declarant intends to, and does hereby submit the Parcel, hereinafter defined, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Illinois Condominium Property Act (hereinafter the "Act") as amended from time to time; and

WHEREAS, the name of the Condominium shall be the 340 WEST SUPERIOR COMMERCIAL CONDOMINIUMS; and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate and all units; and

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

WHEREAS, the Declarant may from time to time add portions or all of the Additional Land to the Parcel as more fully provided in Paragraph 29.

NOW THEREFORE, THE DECLARANT DECLARES AS FOLLOWS:

1. Definitions: Certain words and terms used in this Declaration are defined as follows:
 - (a) Act: The Condominium Property act of the State of Illinois, as amended from time to time.
 - (b) Additional Land: That portion of the real estate described in Exhibit A-2 hereto which from time to time is not part of the Parcel and which Additional Land may be annexed and added to the Property submitted herewith, in accordance with this Declaration.
 - (c) Association: The Association of all the Unit Owners acting pursuant to the By-Laws, as amended, through its duly elected Board.
 - (d) Board: The board of managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated the Board shall mean the Board of Directors of the incorporated Association.
 - (e) Buildings: All structures located on the Parcel, forming a part of the Property, attached or unattached, containing one or more Units.
 - (f) By-Laws: The By-Laws of the Association.
 - (g) Commercial Unit: Those Units which are intended for commercial use as permitted by applicable zoning laws, are known as Unit 1, Unit 2, etc.
 - (h) Common Elements: As defined in Section 4(a) hereof.
 - (i) Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
 - (j) Condominium Instruments. All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.
 - (k) Declaration: This instrument by which the Property is submitted to the Act.
 - (l) Declarant: 340 W. SUPERIOR ST. PARTNERS, INC.
 - (m) Developer: 340 W. SUPERIOR ST. PARTNERS, INC.
 - (n) First Mortgage: The holder of a note secured by a bona fide first mortgage or first trust deed covering any portion of the property.
 - (o) Limited Common Elements: As defined in Section 4(c) hereof.
 - (p) Maintenance (Reserve) Fund: All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.
 - (q) Majority of Unit Owners: The owners, without regard to their number, of more than 50% in the aggregate in interest of the entire undivided ownership interest of the Common Elements. Any specified percentage of the Unit Owners shall mean

those Unit Owners who, in the aggregate, own such percentage of the entire undivided ownership interest in the common elements.

- (r) Occupant: A person or persons, other than a Unit Owner, in possession of a Unit.
 - (s) Parcel: The lot or lots, tract or tracts of land, submitted to the provisions of the Act, pursuant to the Declaration, as amended.
 - (t) Person: A natural individual, corporation, partnership, trust or other legal entity capable of holding title to real property.
 - (u) Plat: A plat or 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 D and made a part hereof and recorded with the recording of this Declaration and as amended from time to time in accordance herewith, which shall consist of a three dimensional horizontal and vertical delineation of all such Units and such other data as may be required by the Act.
 - (v) Property: All land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefits and enjoyment of the Unit Owners, submitted to the provisions of the Act.
 - (w) Reciprocal Easement Agreement. That certain Declaration of Covenants, Conditions, Restrictions and Easements (hereinafter referred to as the "Reciprocal Easement Agreement") by the Declarant dated February 2, 2002, and heretofore recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 0020190305, as amended from time to time.
 - (x) Record: To record in the Office of the Recorder of Deeds of Cook County, Illinois.
 - (y) Reserves: Those sums paid by Unit Owners which are separately maintained by the Board in the Maintenance (Reserve) Fund, if any, for purposes specified by the Board or the Condominium Instruments.
 - (z) Units: Any part of the Property within the Buildings, including one or more rooms, occupying one or more floors, or a part or parts thereof, designed and intended for any type of independent use and which is designated on the Plat as a Unit.
 - (aa) Unit Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
 - (bb) Unit Ownership: A part of the Property consisting of one Unit and its undivided interest in the Common Elements appurtenant thereto.
2. Legal Description of Parcel: The Parcel hereby submitted to the provisions of the Act is legally described in Exhibit A-1 attached hereto and made a part hereof.
 3. Description of Units.

- (a) All Units are delineated on the Plat attached hereto as Exhibit D and made a part of this Declaration. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as Shown on the Plat. Said Units are legally described on Exhibit A-3 attached hereto and made a part hereof. Every deed, lease, mortgage, or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A-3 and every such description shall be deemed good and sufficient for all purposes.
- (b) Except as provided by the Act or as provided elsewhere herein, no Unit Owners 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 D.
- (c) To the extent such data is available to the Declarant at the time this Declaration is filed, the Plat sets forth the measurements, elevators, locations and other data, as required by the Act, with respect to (i) the Parcel and its exterior boundaries; (ii) every Building and each floor thereof, and (iii) each Unit in every 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 further the measurements, elevations, locations and other data required by the Act, with respect to the Buildings and the Units now or hereafter constructed on the Parcel.

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

- (d) 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.

4. Use and Ownership of the Common Elements.

- (a) The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, if any, unless otherwise expressly specified herein. The Common Elements include, without limitation and if applicable, any of the following items located at the Property: the walls, roof, hallways, stairways, entrances and exits, security system, mechanical equipment areas, the grounds, walkways, mail boxes, master television antenna system (whether leased or owned), if any, fire escapes, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), central heating and ventilating systems servicing the Common Elements (but excluding those individual heating, cooling and ventilating systems or equipment

situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, and all other portions or parts 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. The use of the Common Elements and the right of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments and the rules and regulations of the Board.

- (b) 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 mortgages having bona fide liens of record against any of the Unit Ownerships. 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 percentages 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 the Unit.
- (c) The Limited Common Elements, if any, are such parts of the Common Elements serving exclusively a single Unit or less than all of the 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 (along with or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include but shall not be limited to, the following: (i) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; (ii) perimeter doors and windows which serve exclusively a single Unit; and (iii) any system or component part thereof which serves a Unit exclusively, to the extent that such system or component part of located outside the boundaries of a Unit.
- (d) Each Unit Owner and Occupant shall have the right to (i) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit(s) of such Unit Owner(s), which right shall be appurtenant to and shall run with title to such Unit(s), and shall not be separated from such Unit(s), and (ii) the use and possession of the Limited Common Elements serving the Unit(s) of such Unit Owner(s) 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 of any such other Unit to which such Limited Common Elements shall respectively appertain. The use of Limited Common Elements may not be

transferred between or among Unit Owners except as set forth in the preceding sentence.

- (e) 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.

5. Encroachments and Easements.

- (a) If any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit as a result of the renovation, repair, reconstruction, settlement or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building, containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for any encroachment shall in no event be created in favor of any owner of a Unit other than the Declaring or the Developer or in favor of the owners of the Common Elements if such encroachment occurred due to the intentional or willful conduct of said owner(s) or his agent(s).
- (b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, construct, maintain, operate, renew, repair and replace water mains and pipes, sewer lines, gas mains, cable television and data wires, cables and equipment, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements for the purpose of providing the Property with such services, as they exist on the date any Parcel is submitted to the Act.
- (c) Easements are hereby declared and granted to the Developer and the Association onto the roofs and alongside the perimeter of the Units for purposes of installing a receiving dish for cable reception and the like.
- (d) Upon approval by at least 51% of the Unit Owners, portions of the Common Elements (excluding any Limited Common Elements) may be dedicated to a public body for purposes of streets or utilities. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that real property taxes of every Unit must be paid prior to recordation of the dedication.
- (e) All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, on any owner, purchaser, mortgagee and other person having an interest in said Parcel, or any part or portion thereof.
- (f) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and

rights to the respective grantees, mortgages and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

- (g) The right of the Unit Owners to use and possess the Common Elements as set forth herein shall be subject to a blanket easements over the Common Elements in favor of the Declarant, 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 or any part thereof, (ii) construction, installation, repair, replacement and restoration of utilities, buildings, landscaping and any other improvements on the Parcel or any part thereof, and (iii) the installation and maintenance of signs advertising the residences on the Parcel, or any part thereof, and signs directing potential purchasers to the sales office and models erected in connection with such residences. The foregoing easements shall be deemed and taken to be covenants running with the land.
6. Pipes etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit or serving, or extending into, the Common Elements shall not be deemed to be Limited Common Elements. No Unit Owner may take any action which would interfere with the ability of the Association to repair, replace or maintain said Common Elements as provided herein.
7. Lease of Units or Sublease or Assignment of Lease. Any Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem acceptable, except that no Unit shall be leased, subleased or assigned for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service and maid service) are furnished. Notwithstanding the above sentence to the contrary, the owners of the Commercial Units may subdivide or combine their unit and lease all or parts thereof. Any such lease, sublease or assignment shall be in writing, a copy of which must be delivered to the Association, and shall provide that the lease, sublease or assignment shall be subject to the terms of this Declaration and that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. The Unit Owners making any such lease, or permitting such sublease or assignment shall not be relieved thereby from any of his obligations under the Declaration.
8. Master Television Antenna System. The Developer shall have the right, but not obligation to equip each Unit with at least one outlet that can be activated for connection to the master television antenna system serving the Building, which outlet and systems are integral parts of the Common Elements. If available, additional outlets for connection to the master television antenna system are obtainable only from the Association and may be installed only by the firm or individual authorized by the Board to make such installation, with the prior approval of the Board and the payment of any required additional fees. Unit Owners and Occupants are prohibited from making any modifications to or tampering with said outlet and from making any connections to the master television antenna system, and the Board may charge any Unit Owner with the cost of locating and removing any unauthorized connections thereto and of repairing any modifications thereto. The cost for the basic distribution charge will be billed to each Unit Owner in addition to the Assessments described in this Declaration. Each Unit Owner is responsible for any additional cable television services not included in said basic charge.

9. Combination or Subdivision of Units. Any Unit Owner or Unit Owners may, at their expense, combine, and the Declarant or Developer may combine or subdivide Units owned by them and locate or relocate Common Elements affected or required thereby on written application to the Board approved by a majority of the members of the Board. Such application shall contain the proposed reallocation to the new Units of the percentage ownership of the Common Elements and whether the Limited Common Elements, if any, previously assigned to the Unit or Units to be subdivided or combined should be assigned to each new Unit or to fewer than all the new Units created and requesting, if desired in the event of the combination of Units, that the new Unit be granted the exclusive right to use as a Limited Common Element a portion of the Common Elements within the Building adjacent to the new Unit. Such request to the Board shall be accompanied by an amendment to the Declaration and the Plat prepared in accordance with the relevant provisions of the Act. In the event of a combination of Units, such amendment may grant the Unit Owner of the new Unit the exclusive right to use, as a Limited Common Element, a portion of the Common Elements within the property adjacent to the new Unit. The subdivision and combination of the Units shall be effective upon recording of such amendment to this Declaration, executed by the Owners of the Units involved, and the Plat. In the event of the combination of Units, if permitted by law, the Unit Owner of the new Unit may remove one of the entrance doors from the new Unit; provided, however, that (a) prior to doing so, the Unit Owner shall deliver to the Board for review and approval plans for such removal, (b) following such removal the wall of the Common Element corridor in which such door was located shall be restored to the same condition as the rest of such corridor, including installation of identical wall coverings, if any, and (c) such work shall be done at the Unit Owner's expense free of any liens or claims or lien in conformity with all applicable laws, statutes, codes and ordinances and to the satisfaction of the Board. Notwithstanding anything to the contrary herein, so long as the Developer owns any Units, the Developer shall have the following rights, by recording an amendment to this Declaration and the Plat in accordance with the Act: (1) to subdivide any such Unit and to designate as a Common Element, the portion of the resulting corridor located between or adjacent to the resulting Units, and (2) to combine any such Units and to designate as a Limited Common Element appurtenant to the resulting Unit, the portion of the Common Element corridor located between or adjacent to such Units.
10. Association.
- (a) The Developer, prior to the first meeting of Unit Owners or the Association, thereafter, may cause the formation of an Illinois not-for-profit corporation for the purposes of facilitating the administration and operation of the Property and to act as the Association.
 - (b) Whether or not the Association is incorporated:
 - (i) Each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit Owner shall automatically become a member therein;
 - (ii) The provisions of Exhibit C of this Declaration shall be adopted as the initial By-Laws of such Association;
 - (iii) The name of such Association shall be 340 WEST SUPERIOR COMMERCIAL CONDOMINIUM ASSOCIATION, or a similar name.

11. Insurance, Repair and Reconstruction.

- (a) The Association shall acquire and pay for out of the Maintenance (Reserve) Fund herein provided for, the following:

- (i) Such insurance as the Association is required to obtain under the provisions of the Act, which at the date hereof including insuring the property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, written in the name of the Board of Directors, as trustee for each Unit Owner in their percentage ownership interest, which insurance is to be provided pursuant to the Reciprocal Easement Agreement, and such other insurance as the Association deems advisable in the operation, and for the protection of the Common Elements and the Units. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration and the Act. The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting in the destruction of the major portion of one or more Units, occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the By-Laws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

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

- (b) Each and every of the owners of the Commercial Units or other person or entity in occupancy of a Commercial Unit shall be required to carry general liability insurance in amounts reasonably required by the Board, but in all events for limits of not less than \$1,000,000 combined single limit per occurrence with a

general policy aggregate of \$1,000,000 for personal and bodily injury or property damage. The general liability policy or policies shall name the 340 SUPERIOR COMMERCIAL CONDOMINIUM ASSOCIATION and the 340 SUPERIOR CONDOMINIUM ASSOCIATION as additional insureds. Failure to do so shall permit (but not require) the Board to obtain said insurance and shall constitute a lien on the interests of such Unit Owner which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the common expenses.

- (c) Each and every of the owners of the Commercial Units or other person or entity in occupancy of a Commercial Unit shall be required to carry Plate Glass Insurance in amounts reasonably required by the Board, and as may be required pursuant to the Reciprocal Easement Agreement.
- (d) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, or provided pursuant to the Reciprocal Easement Agreement, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.
- (e) Each Unit Owner shall be responsible for insurance coverage on the contents, furnishings, fixtures and other items of personal property belonging to a Unit Owner which are contained in a Unit and not a part of the Unit, and not insured pursuant to sub-paragraph 11(a)(i) hereof, and insurance for his personal liability to the extent not covered by insurance maintained by the Association.
- (f) Upon the cancellation of any policy of insurance, which the Association is required to obtain hereunder, the Association shall notify each party insured hereunder of such cancellation.
- (g) In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building (which has been destroyed), shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.
- (h) If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding sub-paragraph then:
 - (ii) The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (a) the expiration of thirty (30) days after the final adjustment of the insurance claims or (b) the expiration of ninety (90) days after the fire or other disaster which caused the damage.
 - (iii) At such meeting, the Board shall present an estimate of the part thereof which must be raised by way of special assessment.
 - (iv) The Building shall be restored and the proposed special assessment shall be levied only upon the vote of 75% of the Unit Owners.
 - (v) If the Unit Owners do not vote to restore the Building at the meeting provided for in (i) above, then the Board may, at its discretion, call

another meeting or meetings of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) record a notice as permitted under the Act.

- (vi) If the Unit Owners do not vote to restore the Building under the provisions of the immediately preceding sub-paragraph and the Board does not record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of a Majority of Unit Owners voting at a meeting duly called for that purpose and with the consent of all First Mortgagees, authorize the President and the Secretary to execute and Record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so afflicted by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawn Limited Common Elements shall be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, assessments attributable to the period after such withdrawal shall no longer be required for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

12. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for this unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, then the Association shall collect from each Unit Owner of a Unit not separately taxed, the proportionate share of the tax bill attributable to his Unit based on the relative percentages of ownership of the Common Elements of each such Unit not separately taxed in proportion to the total percentage of ownership of the Common Elements of all of the Units located on property affected by such tax bill. Such taxes shall be considered a Common Expense of each such Unit.
13. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:
- (a) No part of the Common Elements (other than the Limited Common Elements pertaining to a Unit) may be altered by a Unit Owner. The Association has the exclusive right to modify and alter the Common Elements (other than the Limited Common Elements pertaining to a Unit) in accordance with the rules and regulations of the Association and upon such conditions as shall reasonable be

determined by the Association. The Association must notify the Unit Owners at least twenty-one (21) days prior to the commencement of any such alteration.

- (b) The right is reserved by the Declarant and the Developer or their agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any First Mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such First Mortgagee. Until all the Units are sold and conveyed, the Declarant and the Developer shall be entitled to access, ingress and egress to the Property as they shall deem necessary in connection with the sale of, or work in, the Building or any Unit. The Declarant and the Developer shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.
- (c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit and the Limited Common Elements appurtenant hereto in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.
- (d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.
- (e) No sign, awning, canopy, shutter, radio or television antenna or satellite dish (except as installed by Developer or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, or Limited Common Elements, without the prior written consent of the Association. No air conditioning unit of whatever type may be installed by a Unit Owner without the prior notification of the Association.
- (f) The concrete slabs which constitute the floor and ceiling slabs of the building are of post tension construction. No attachments may be made to any floor slab or ceiling slab which could damage the wire tendons contained in said floor or ceiling slabs. The maximum allowable fasteners are allowed to be drilled or attached is 3/4" in depth. Any fasteners or modifications penetrating into or through slabs may not be done except with prior written consent of the Association, and will require the evaluation by a structural engineer and may include testing by x-ray to locate post tensioning strands.
- (g) No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that household pets, including dogs, cats and birds, may be kept in Units, subject to rules and regulations adopted by the Association, which rule or regulation may exclude any kind of pet, other than dogs, cats or birds, by type or category, provided that permitted

household pets are not kept, bred, or maintained for any commercial purpose, and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Association. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in their Unit, including without limitation, removing any waste deposited by any such animal anywhere on the Common Elements.

- (h) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.
- (i) Except as constructed or altered by or with the permission of the Developer or the Association, nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which would impair the structural integrity, safety or soundness of the Building, or which would structurally change the Building. No Unit Owner shall overload the floors of any Unit.
- (j) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part on the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
- (k) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any regulations of the Association.
- (l) Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements except as constructed or altered by or with the permission of the Developer at any time prior to the first annual meeting of the Unit Owners or without the written consent of the Association thereafter.
- (m) Each Unit Owner and the Association hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the Association, members of the Board, the Developer, the Declarant and their respective agents, for damage to the Common Elements, the Units, or to any personal property located in the Units for Common Elements, caused by fire or other casualty or any act or omission referred to in Section 13(n), to the extent that such damage is covered by fire or other form of hazard insurance.
- (n) If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of Section 13(m).
- (o) Any release or waiver referred to in Section 13(m) and 11(n) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

- (p) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to other.
- (q) The Commercial Units may be used for any commercial use permitted by applicable zoning laws, provided that at no time may the Commercial Unit or portion thereof be used for any prohibited in the Reciprocal Easement Agreement, or any other indecent or obscene purposes.

14. Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or in the By-Laws contained, shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Association the right (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers or agents thereof shall thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

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

Furthermore, if after hearing and finding as aforesaid and failure of the Unit Owner to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any

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

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

15. **Entry by Association.** The Association or its officers or agents may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible, or which the Association has the right or duty to do so. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.
16. **Grantees.** Each grantee of the Declarant or the Developer, each purchaser under Articles of Agreement for Deed and each tenant, subtenant or assignee under a lease, sublease or assignment accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, the By-Laws, the rules and regulations of the Association, and the jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Act, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
17. **Failure to Enforce.** No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.
18. **Notices.** Whenever any notice is required to be given under the provisions of this Declaration, or the By-Laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to giving such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to such party at his or

its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

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

19. No provision of this Declaration affecting the rights, privilege and duties of the Declarant or Developer may be modified without its written consent. Except as hereinafter otherwise provided, the provisions of Section 1, 2, 3, 4, 5, 6, 8, 9, 12, 14, 27, 32 and this Section 24 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners and each mortgagee having a bona fide lien of record against any Unit. Except as hereinafter otherwise provided, other provisions of this declaration, including the By-Laws, may be amended, changed or modified, upon approval by at least 51% of the Unit Owners by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by the President and the Secretary of the Association, and containing an affidavit by an officer of the Association certifying that (i) at least 51% of the Unit Owners have approved such amendment, change or modification and (ii) a copy of the amendment, change or modification has been mailed by certified mail to all mortgages having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. The approval of a majority in number of First Mortgagees of Units which are subject to a mortgage or trust deed, shall be required to materially amend any provisions of the Declaration or By-Laws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the Common Elements;
- (4) Insurance or fidelity bonds;
- (5) Rights to use of the Common Elements or Limited Common Elements;
- (6) Responsibility for maintenance and repair of the Common Elements or Limited Common Elements;
- (7) The addition, annexation or withdrawal of property to or from 340 WEST SUPERIOR COMMERCIAL CONDOMINIUMS (except as otherwise reserved herein);
- (8) Boundaries of any Unit;
- (9) Interests in the Common Elements or Limited Common Elements;
- (10) Convertibility of Units into Common Elements or of Common Elements into Units;
- (11) Leasing of Units; or

- (12) Imposition of any right of first refusal or similar restriction or the right of a Unit Owner to sell, transfer, or otherwise convey his Unit in this condominium.

Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon Recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of the Declarant or the Developer shall be effective without the prior written consent of the Declarant or Developer. The By-Laws may be amended in accordance with the provisions of Article XII thereof.

20. Arbitration. Any controversy between Unit Owners or any claim by a Unit Owner against the Association or other Unit Owner arising out of or relating to the Declaration, By-Laws, or rules and regulations of the Association shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
21. Condemnation. In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the Common Elements allocated to such Unit or portion thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be reallocated among the remaining units on the basis of the relative percentage of ownership interests in the Common Elements of the remaining Units. In such cases, this Declaration and the Plat shall be amended accordingly by an instrument executed by the President and the Secretary of the Association, which the Board shall Record. The allocation of any condemnation awarded, or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use, as determined by the Board. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitable reduced.
22. Violations of Certain Rules. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Bill Clinton, the President of the United States, and Albert Gore, the Vice President of the United States.
23. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

24. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium development.
25. Changes or Modifications by the Declarant. Until the first annual meeting of Unit Owners is called, the Declarant, or its successors or assigns, shall have the right from time to time to change or modify the Condominium Instruments, which change or modification shall be effective upon the Recording thereof, provided, however, that the provisions of Section 26 of this Declaration shall not be amended, modified or changed without the consent of any First Mortgagee affected thereby, and provided further that such right shall only be exercised (i) to bring the Declaration into compliance with the Act, or (ii) to correct clerical or typographical errors in the Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney-in-fact for such Unit Owners. 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 acknowledgement of, and a consent to the reservation of the power to the Declarant as aforesaid.
26. Rights of First Mortgagees. Any mortgage or trust deed owned or held by a First Mortgagee and Recorded prior to the Recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of Recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid. A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, upon written request to the Association (such request to state the name and address of such First Mortgagee, insurer or guarantor and the Unit number), shall be entitled to timely written notice of or have the right to:
- (a) Any proposed amendment of the Condominium Instruments affecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses, (iii) the number of votes in the Association appertaining to any Unit or (iv) the purposes to which any Unit or Common Elements are restricted;
 - (b) Examine current copies of this Declaration, the By-Laws, Rules and regulations and the books and records of the Association during normal business hours;
 - (c) Receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Unit Owners at the end of each of its respective fiscal years, provided, however, that in the event an audited financial statement is not available, fifty-one percent (51%) or more of the First Mortgagees (by number) shall be entitled to have such an audited statement prepared at his expense;

- (d) Receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;
- (e) Receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws or Articles of Incorporation;
- (f) Receive written notice of any action which would require the consent of a specified percentage of First Mortgagees;
- (g) Any proposed termination of 340 WEST SUPERIOR COMMERCIAL CONDOMINIUMS as a condominium project;
- (h) Any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds \$10,000.00, or which affects any Unit, which loss exceeds \$1,000.00, on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (i) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of 60 days;
- (j) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- (k) 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 taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees and insurers or grantors thereof, of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

27. Additional Rights of First Mortgagees.

- (a) 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, except for abandonment provided by the Act in case of substantial loss to or condemnation of the Units and/or the Common Elements;
 - (ii) change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or changes 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 set forth in Sections 9 and 19 hereof; or
 - (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.

- (b) Unless the First Mortgagees of the individual Units representing at least two-thirds (2/3) percent of the votes in the Association have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to do or permit to be done any of the following:
- (i) Adoption of an amendment to this Declaration which (aa) changes any provisions of this Declaration which specifically grants rights to First Mortgagees, (bb) materially changes insurance and fidelity bond requirements, (cc) 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 (dd) changes the provisions of the Declaration concerning the Maintenance Reserve Fund;
 - (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;
 - (iv) The removal of a portion of the Property from the provisions of the Act and this Declaration; and
 - (v) The effectuation of a decision by the Association to terminate professional management and assume self-management of the condominium.
- (c) 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, or insurer or guarantor thereof, of said Unit will be entitled to timely written notice, upon specific written request, or any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Unit or such other party to priority over such First Mortgagee with respect to the distribution to such Unit of the proceeds of any award or settlement.
- (d) Any restoration or repair of the Property after a partial condemnation or damage due to an insurance hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval of a Majority of Unit Owners and a majority in number of First Mortgagees of Units which are subject to a mortgage or trust deed are obtained.
- (e) Any election to terminate 340 WEST SUPERIOR COMMERCIAL CONDOMINIUMS as a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of a Majority of Unit Owners and a majority in number of First Mortgagees of Units which are subject to a mortgage or trust deed.

- (f) 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.
28. Trustees. In the event title to any Unit should be conveyed to by a land titled holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any claim, lien or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.
29. Annexing Additional Land.
- a. The Developer reserves the right from time to time, within seven years of the date of the recording of this Declaration, to annex and add to the Parcel and Property, and thereby add to the condominium created by this Declaration, all or any portion of the Additional Land by recording an amended Plat in accordance with §5 of the Act and an Amended Declaration in accordance with §6 of the Act. No rights of any character whatever within the Additional Land attach to any Unit Owner except as to that portion of the Additional Land described in any recorded Amended Declaration annexing and adding such portion to this Declaration as part of the condominium created by this Declaration.
- b. Each Amended Declaration shall include an amended Exhibit B, which shall amend Exhibit B hereto by setting forth the amended percentages of the undivided interests in the Common Elements (as amended and added to by such Amended Declaration) allocated to each Unit (including all previous Units and the additional Units added by such Amended Declaration).
- c. The percentages of undivided ownership interest in the Common Elements as amended by each Amended Declaration, and as set forth in the amended Exhibit B, shall be determined and adjusted in the following manner:
- The Common Elements as amended by such Amended Declaration shall be deemed to consist of
- (1) the Common Elements as existing immediately before the recording of such Amended Declaration (Existing Common Elements); and
 - (2) the Common Elements added by such Amended Declaration (Added Common Elements).
- The Units as amended by such Amended Declaration shall be deemed to consist of
- (3) the Units as existing immediately before the recording of such Amended Declaration (Existing Units); and
 - (4) the Units added by such Amended Declaration (Added Units).

The value of each of the Added Units shall be added to the aggregate value of the Existing Units, and the total thereof shall be deemed to be the new value of the Property

as a whole. "Value" as used in this paragraph shall be determined by the Developer as of the date of the recording of the Amended Declaration. Such determination by the Developer shall be conclusive and binding on all Unit Owners, mortgagees, and other parties who then or in the future have any interest in the Property.

The percentages of undivided ownership interest, as amended and adjusted by the Amended Declaration, in the entire Common Elements, consisting of the Existing Common Elements plus the Added Common Elements, to be allocated among all the Units, consisting of the Existing Units plus the Added Units, shall be computed by taking as a basis the value of each Unit in relation to the value of the Property as a whole, determined as aforesaid.

The Existing Units shall be entitled to their respective percentages of ownership, as amended and adjusted and set forth in amended Exhibit B attached to the Amended Declaration, in the Added Common Elements as well as in the Existing Common Elements.

The Added Units shall be entitled to their respective percentages of ownership, as set forth in amended Exhibit B, not only in the Added Common Elements but also in the Existing Common Elements.

Each and all of the provisions of this Declaration and the Exhibits attached hereto, as amended by each such successive Amended Declaration and the amended Exhibits attached thereto, shall be deemed to apply to each and all of the Units, including all such Added Units as well as all Existing Units, and to all of the Common Elements, including all such Added Common Elements as well as all Existing Common Elements.

The recording of an Amended Declaration shall not alter or affect the amounts of any liens for common expenses due from any Existing Unit Owners before such recording, nor the respective amounts theretofore assessed to or due from Existing Unit Owners for common expenses or other assessments.

d. The lien of any mortgage encumbering any Existing Unit, together with its appurtenant percentage of undivided ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended when an Amended Declaration is recorded, in accordance with the respective percentage of undivided ownership interest in the Common Elements for such Existing Unit as set forth in the amended Exhibit B attached to the Amended Declaration, and the lien of the mortgage shall automatically attach in that percentage to the Added Common Elements.

e. Each and all of the Unit Owners of all Existing Units and of all Added Units hereafter and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors, and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, shall be deemed to have expressly agreed, assented, and consented to each and all of the provisions of this Declaration with respect to the recording of any and all Amended Declarations as aforesaid that may amend, adjust, and reallocate from time to time their respective percentages of undivided ownership interest in the Common Elements, including the Existing Common Elements and Added Common Elements, from time to time as hereinabove provided; and hereby further agree to each and all of the provisions of each and all of said Amended Declarations that may hereafter be recorded in accordance with the foregoing provisions of this Declaration.

f. Each and all of the Unit Owners of all Existing Units, and of all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors, and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Units, further acknowledge, consent, and agree, as to each such Amended Declaration that is recorded, as follows:

(1) The portion of the Additional Land described in each such Amended Declaration shall be governed in all respects by the provisions of this Declaration.

(2) The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded Amended Declaration and, on the recording of each such Amended Declaration, the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and divested from the Unit Owner and reconveyed and reallocated among the other Unit Owners as set forth in each such recorded Amended Declaration.

(3) Each deed, mortgage, or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common Elements appurtenant to each Unit shall, on the recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in such Amended Declaration and vested among the other Owners, mortgagees, and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amended Declaration.

(4) A right of revocation is hereby reserved by the grantor in each such deed, mortgage, or other instrument of a Unit to so amend and reallocate the percentages of ownership in the Common Elements appurtenant to each Unit.

(5) The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amended Declaration, and each deed, mortgage, or other instrument affecting a Unit shall be deemed to include such additional Common Elements, and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Amended Declarations are recorded.

(6) Each Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded Amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Units as may be provided in any such Amended Declaration or this Declaration and except as to any portion that may be designated as Limited Common Elements.

(7) Each Owner by acceptance of the deed conveying his Unit agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Act, and, for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Elements as set forth in each such Amended Declaration shall be deemed to be made by agreement of all Unit Owners.

(8) The Developer reserves the right to amend this Declaration in such manner, and each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Paragraph to comply with the Act as it may be amended from time to time.

(9) The foregoing provisions of this Declaration and deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of the provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

30. **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 Governmental National Mortgage Association, 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 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 acknowledgement 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. 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.
31. **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 a 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.
32. **Reciprocal Easement Agreement.** The provisions of this Declaration are subject to the provisions of the Reciprocal Easement Agreement. Each Unit Owner, by acceptance of a deed to a Unit Ownership, covenants and agrees that those obligations in the Reciprocal Easement Agreement which are imposed on the Unit Owners and/or the Association shall be the obligations 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 undertaking 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 Reciprocal Easement Agreement, such cost shall be deemed a Common Expense, the payment of which shall be enforced in the same manner as any other Common Expenses provided herein. In the event of any

inconsistency between the provisions of this Declaration and the provisions of the Reciprocal Easement Agreement, the provisions of the Reciprocal Easement Agreement shall prevail unless such inconsistency is required to conform this Declaration with any requirement of the Act, in which event the provisions of this Declaration and of the Act shall prevail, but only to the extent that such requirements of the Act may not be waived by Unit Owners.

33. **Trustee Exculpation.** If applicable, this Declaration may be executed by a Land Trust as Declarant. Anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Declarant while in form purporting to be the representations, covenants, undertakings, warranties, and agreements of said Declarant are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Declarant or for the purpose or with the intention of binding said Declarant but are made and intended solely in the exercise of the powers conferred upon it as Declarant; and no personal liability or personal responsibility is assumed by or shall be enforceable against Declarant on account of this Declaration or any representation, covenant, undertaking, warranty or agreement of the said Declarant in this Declaration contained, either expressed or implied. The Declarant makes no personal representations as nor shall it be responsible for the existence, locations or maintenance of the chattels herein described, if any.

IN WITNESS WHEREOF, the Declarant 340 W. SUPERIOR ST. PARTNERS, INC. has caused this instrument to be executed.

DECLARANT:

340 W. SUPERIOR ST. PARTNERS, INC.

By: *Robert J. Berry*
An Authorized Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 25th day of Jun, 2002, before me personally appeared Robert J. Berry to me known to be the same person who signed the foregoing instrument as his free act and deed as such officer for the use and purpose therein mentioned, and that said instrument is the act and deed.

WITNESS my signature and official seal at *Chicago* in the County of Cook, State of Illinois, the day and year last aforesaid.



Scott E Jensen
Notary Public

CONSENT OF MORTGAGEE

Cole Taylor Bank, holder of a Mortgage on the property, dated October 10, 2000 and recorded November 15, 2000, with the Recorder of Deeds of Cook County, Illinois as Document No. 00895466, an Assignment of Rents dated October 10, 2000, and recorded November 15, 2000 with the Recorder of Deeds of Cook County, Illinois as Document No. 00895467, and Financing Agreement filed November 15, 2001 as Document No. 00U12121, hereby consents to the execution and recording of the within Declaration of Condominium Ownership and agrees that said loan documents are subject to the provisions of said Declaration and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said Cole Taylor Bank has caused this instrument to be signed by its duly authorized officer on its behalf, this 6th day of MAY, 2002.

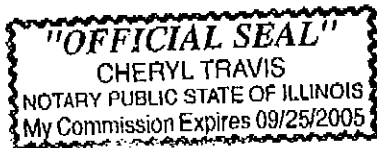
By: Its: VICE President

STATE OF ILLINOIS)


COUNTY OF Cook)

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JAMES HANWILLER of Cole Taylor Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SE Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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

Date May 6th, 2002
Notary Public

CONSENT OF MORTGAGEE

Lehman Brothers Holdings, Inc., holder of a Mortgage and Security Agreement on the property, originally entered into between 340 W. Superior St. Partners, Inc., and CIG International L.L.C., dated November 10, 2000 and recorded November 15, 2000, with the Recorder of Deeds of Cook County, Illinois as Document No. 00895468, an Assignment of Rents dated November 10, 2000, and recorded November 15, 2000, with the Recorder of Deeds of Cook County, Illinois as Document No. 00895469, and a Financing Statement, filed November 15, 2001 as Document No. 00U12122, all of said loan documents being assigned to Lehman Brothers Holdings, Inc., and recorded December 7, 2000 with the Recorder of Deeds of Cook County, Illinois as Document number 00963909, hereby consents to the execution and recording of the within Declaration of Condominium and agrees that said loan documents are subject to the provisions of said Declaration and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said Lehman Brothers Holdings, Inc. has caused this instrument to be signed by its duly authorized officer on its behalf, this ____ day of February, 2002

By: _____

Its: _____

Yon Cho
 Authorized Signatory

STATE OF New York)
 COUNTY OF New York) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Yon Cho, of Lehman Brothers Holdings, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Yon Cho appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

MARYANN VENE
 Notary Public, State of New York
 No. 01VE600184
 Qualified in Richmond County
 Commission Expires Dec. 8 2003

Given under my hand and Notarial Seal

Date February 20, 2002

[Signature]
 Notary Public

EXHIBIT A

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF GROUND LEVEL FIRST FLOOR (ELEVATION 13.40, CITY OF CHICAGO DATUM) AND LYING BELOW THE CONCRETE SURFACE OF CEILING OF SAID GROUND LEVEL FIRST FLOOR (ELEVATION 30.07, CITY OF CHICAGO DATUM), DESCRIBED AS FOLLOWS:

(PARCEL A) COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 89 DEGREES 48 MINUTES EAST, ALONG THE SOUTH LINE OF SAID LOTS, 21.30 FEET; TO THE PLACE OF BEGINNING OF PARCEL 'A'; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE INTERIOR FACE OF CONCRETE WALLS, CONCRETE COLUMNS, CONCRETE BLOCK WALLS AND/OR METAL STUD WALLS, TO WIT:

NORTH 00 DEGREES 22 MINUTES 32 SECONDS EAST, 46.12 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 42 SECONDS EAST, 26.38 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 17 SECONDS WEST, 11.16 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 13.85 FEET AND A CHORD LENGTH OF 13.96 FEET WHICH BEARS SOUTH 33 DEGREES 14 MINUTES 08 SECONDS EAST, FOR AN ARC LENGTH OF 14.63 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 33 SECONDS EAST, 10.22 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 14.60 FEET AND A CHORD LENGTH OF 13.67 FEET WHICH BEARS SOUTH 35 DEGREES 08 MINUTES 23 SECONDS WEST FOR AN ARC LENGTH OF 14.23 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS WEST, 1.76 FEET TO THE SOUTH LINE OF SAID LOTS; THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 26.37 FEET TO THE PLACE OF BEGINNING,

TOGETHER WITH

(PARCEL B) THAT PART OF SAID LOTS DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 129.60 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS, 75.42 FEET; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE INTERIOR FACE OF CONCRETE WALLS, CONCRETE COLUMNS, CONCRETE BLOCK WALLS AND/OR METAL STUD WALLS, TO WIT: THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, 1.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.81 FEET AND A CHORD LENGTH OF 11.68 FEET WHICH BEARS NORTH 30 DEGREES 03 MINUTES 14 SECONDS WEST, FOR AN ARC LENGTH OF 12.06 FEET; THENCE NORTH 44 DEGREES 09 MINUTES 07 SECONDS EAST, 4.07 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 08 SECONDS EAST, 3.38 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 38 SECONDS EAST, 10.23 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 04 SECONDS WEST, 1.74 FEET; THENCE NORTH 45 DEGREES 29 MINUTES 12 SECONDS WEST, 6.57 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE WESTERLY HAVING A RADIUS OF 28.96 FEET AND A CHORD LENGTH OF 7.76 FEET WHICH BEARS NORTH 03

EXHIBIT A-1

LEGAL DESCRIPTION OF PARCEL SUBMITTED TO ACT

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF GROUND LEVEL FIRST FLOOR (ELEVATION 13.40, CITY OF CHICAGO DATUM) AND LYING BELOW THE CONCRETE SURFACE OF CEILING OF SAID GROUND LEVEL FIRST FLOOR (ELEVATION 30.07, CITY OF CHICAGO DATUM), DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 89 DEGREES 48 MINUTES EAST, ALONG THE SOUTH LINE OF SAID LOTS, 21.30 FEET; TO THE PLACE OF BEGINNING OF PARCEL 'A'; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE INTERIOR FACE OF CONCRETE WALLS, CONCRETE COLUMNS, CONCRETE BLOCK WALLS AND/OR METAL STUD WALLS, TO WIT:

NORTH 00 DEGREES 22 MINUTES 32 SECONDS EAST, 46.12 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 42 SECONDS EAST, 26.38 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 17 SECONDS WEST, 11.16 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 13.85 FEET AND A CHORD LENGTH OF 13.96 FEET WHICH BEARS SOUTH 33 DEGREES 14 MINUTES 08 SECONDS EAST, FOR AN ARC LENGTH OF 14.63 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 33 SECONDS EAST, 10.22 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 14.60 FEET AND A CHORD LENGTH OF 13.67 FEET WHICH BEARS SOUTH 35 DEGREES 08 MINUTES 23 SECONDS WEST FOR AN ARC LENGTH OF 14.23 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS WEST, 1.76 FEET TO THE SOUTH LINE OF SAID LOTS; THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 26.37 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

DEGREES 27 MINUTES 51 SECONDS EAST, FOR AN ARC LENGTH OF 7.78 FEET;
THENCE SOUTH 89 DEGREES 18 MINUTES 14 SECONDS EAST, 12.33 FEET;
THENCE NORTH 45 DEGREES 10 MINUTES 24 SECONDS EAST, 35.82 FEET;
THENCE NORTH 00 DEGREES 16 MINUTES 47 SECONDS EAST, 17.47 FEET;
THENCE NORTH 89 DEGREES 31 MINUTES 55 SECONDS WEST, 18.70 FEET;
THENCE NORTH 00 DEGREES 28 MINUTES 05 SECONDS EAST, 39.18 FEET;
THENCE SOUTH 89 DEGREES 31 MINUTES 55 SECONDS EAST, 10.15 FEET;
THENCE NORTH 00 DEGREES 28 MINUTES 05 SECONDS EAST, 8.27 FEET TO THE
NORTH LINE OF SAID LOTS; THENCE SOUTH 89 DEGREES 48 MINUTES 00
SECONDS EAST, 40.77 FEET TO THE PLACE OF BEGINNING OF PARCEL 'B', ALL
IN COOK COUNTY, ILLINOIS.

P.I.N. 17-09-200-007, 08, 09 and 012

Street Address: 340 to 350 W. Superior Street and 730 to 740 N. Orleans Street
Chicago, Illinois 60610

EXHIBIT A-2

LEGAL DESCRIPTION OF ADDITIONAL LAND

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF GROUND LEVEL FIRST FLOOR (ELEVATION 13.40, CITY OF CHICAGO DATUM) AND LYING BELOW THE CONCRETE SURFACE OF CEILING OF SAID GROUND LEVEL FIRST FLOOR (ELEVATION 30.07, CITY OF CHICAGO DATUM), DESCRIBED AS FOLLOWS:

THAT PART OF SAID LOTS DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT, 129.60 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 48 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS, 75.42 FEET; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE INTERIOR FACE OF CONCRETE WALLS, CONCRETE COLUMNS, CONCRETE BLOCK WALLS AND/OR METAL STUD WALLS, TO WIT: THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, 1.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 13.81 FEET AND A CHORD LENGTH OF 11.68 FEET WHICH BEARS NORTH 30 DEGREES 03 MINUTES 14 SECONDS WEST, FOR AN ARC LENGTH OF 12.06 FEET; THENCE NORTH 44 DEGREES 09 MINUTES 07 SECONDS EAST, 4.07 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 08 SECONDS EAST, 3.38 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 38 SECONDS EAST, 10.23 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 04 SECONDS WEST, 1.74 FEET; THENCE NORTH 45 DEGREES 29 MINUTES 12 SECONDS WEST, 6.57 FEET; THENCE ALONG THE ARC OF A CIRCLE CONCAVE WESTERLY HAVING A RADIUS OF 28.96 FEET AND A CHORD LENGTH OF 7.76 FEET WHICH BEARS NORTH 03 DEGREES 27 MINUTES 51 SECONDS EAST, FOR AN ARC LENGTH OF 7.78 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 14 SECONDS EAST, 12.33 FEET; THENCE NORTH 45 DEGREES 10 MINUTES 24 SECONDS EAST, 35.82 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 47 SECONDS EAST, 17.47 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 55 SECONDS WEST, 3.70 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 05 SECONDS EAST, 39.18 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 55 SECONDS EAST, 0.15 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 05 SECONDS EAST, 8.27 FEET TO THE NORTH LINE OF SAID LOTS; THENCE SOUTH 89 DEGREES 48 MINUTES 00 SECONDS EAST, 40.77 FEET TO THE PLACE OF BEGINNING OF PARCEL 'B', ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT A-3DESCRIPTION OF UNITS

Unit _____ in the 340 WEST SUPERIOR COMMERCIAL CONDOMINIUM as delineated on a survey of part of the following described real estate:

A PORTION OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF GROUND LEVEL FIRST FLOOR (ELEVATION 13.40, CITY OF CHICAGO DATUM) AND LYING BELOW THE CONCRETE SURFACE OF CEILING OF SAID GROUND LEVEL FIRST FLOOR (ELEVATION 30.07, CITY OF CHICAGO DATUM).

Which survey is attached as Exhibit D to the Declaration of Condominium recorded _____ as Document No. _____, as amended from time to time, together with its undivided interest in the common elements.

Permanent Index No. 17-09-200-007, 008, 009 and 012.

Note: There has been no tax division for the individual condominium unit.

EXHIBIT BPERCENTAGE OF OWNERSHIP
INTEREST IN THE COMMON ELEMENTS

UNIT 1 100%

The above percentages are subject to change as additional Units are added to the Condominium Property.

EXHIBIT C
BY-LAWS
OF
340 WEST SUPERIOR COMMERCIAL CONDOMINIUM ASSOCIATION

ARTICLE I
General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Act, as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with any law and which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

The provisions of these By-Laws, the Act, the Declaration and all other Condominium Instruments, and any and all rules and regulations that relate to the use of a Unit or the Common Elements shall be applicable to any person leasing a Unit. All such provisions shall be deemed to be incorporated into any lease execution with respect to any Unit.

ARTICLE II
Members

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

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

Section 2. Votes and Voting Rights.

- (a) Until the date of the first annual meeting of the members, as provided in Article III, Section 1 hereof, no member of the Association shall have the right to elect the Board of Managers, all such members of the Board shall be appointed and shall hold office as provided in Article IV, Section 2 of these By-Laws.
- (b) Commencing with the date of the said first annual meeting of the members, the total number of all votes of all members shall be 100. Each member shall be entitled to the number of votes equal to this percentage ownership interest in the Common Elements (as defined in the Declaration) at the time any matter is submitted to a vote of the members.

Notwithstanding anything else to the contrary, the words "75% of the Units" as used in the preceding paragraph shall mean 75% of the sum of the Units listed on Exhibit B attached to the Declaration at the date of its original recording.

Section 2. Special Meetings. Special meetings of the members may be called by the Board, the President, or not less than 20% of the members. All matters to be considered at special meetings of the members called by not less than 20% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

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

Section 4. Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting, not less than ten (10) days nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, provided that notice of the first annual meeting of the members shall be mailed or delivered not less than twenty-one (21) nor more than thirty (30) days before the date of such meeting. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

Section 5. Quorum. The members present at a meeting in person or by proxy, holding 33% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

Section 6. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution.

Section 7. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration of the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matter shall require the affirmative vote of not less than two-thirds (2/3) of all the members at a meeting duly called for that purpose:

- (a) Merger or consolidation of the Association;
- (b) Sales, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the property and assets of the Association; or
- (c) The purchase and sale of land or Units on behalf of the Unit Owners.

ARTICLE IV Board

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

Section 2. Number, Tenure and Qualifications. The number of members of the Board shall be three (3). Until the date of the first annual meeting of the members as hereinabove provided,

- (c) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. Any proxy must be executed in writing by the Unit Owner or his duly authorized attorney-in-fact, must bear the date of execution, and shall be invalid after 11 months from the date of its execution. If only one of the multiple owners of a Unit is present, and 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, there is deemed to be a majority agreement.
- (d) Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these By-Laws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as if a specified percentage of the Unit Owners of the Condominium as provided in the Declaration, provided, however, than when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

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

Section 4. Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit from a seller other than the Developer pursuant to an installment contract for purchase shall, during such times as he or she resides in the Unit, be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners called for the purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any and all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular one or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Ill. Rev. Stat. Chap. 29, § 21, §1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967, as amended.

ARTICLE III Meetings of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held on such date as if fixed by the Developer, which date shall in no event be later than the earlier of (a) three (3) years from the date the Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, (b) sixty (60) days from the date when 75% of the Units have been conveyed by the Declarant, or (c) such earlier time as selected by the Developer. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on the third Tuesday of September each year or such other date as is selected by the Board which date is within sixty (60) days before or after the third Tuesday of September, provided, however, that no such meeting need be held less than one year after the first annual meeting of the members. If the election of members of the Board shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

members of the Board shall be the directors named in the Articles of Incorporation of the Association, if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Developer. Such members of the Board shall hold office until the first annual meeting of the members. Commencing with the date of the first annual meeting of the members, the members of the Board shall each be elected solely by, from and among, the members, for a term of one year and until their respective successors shall have been elected and qualified. All members of the Board shall be elected at large. The Board elected at such first annual meeting shall be the initial Board of Managers as provided in the Act. Each member of the Board shall hold office without compensation. In the event that a member of the Board is a legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. Notwithstanding the above, only one person from each Unit may be a member of the Board. A member of the Board may succeed himself in office.

Section 3. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A candidate for election to the Board of such candidate's representative shall have the right to be present at the counting of the ballots at such election.

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

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

Section 6. Notice. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling a meeting at least 48 hours prior to date of such special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least 48 hours prior to the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon prepaid. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served on members of the Board. However, copies of said notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least 48 hours prior to the meeting.

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

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

Section 9. Vacancies. Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by a two-thirds vote of the remaining members of the Board. A member elected to fill a vacancy shall be elected until the next annual meeting of the members

of the Association; provided that if a petition signed by members of the Association holding 20% of the votes in the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If as the result of death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of the members of the Association may be called to fill all vacancies for the unexpired term of the members of the Board.

Section 10. Removal. From and after the date of the first annual meeting of the members, any member of the board may be removed from office by the affirmative vote of 51% of all the members of the Association at a special meeting called for such purpose.

Section 11. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of Section 18 of the Act and the Declaration and these By-Laws. No quorum is required at such meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the members may veto the rules or regulations at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, by a vote of 51% of all the members of the Association.

Section 12. Open Meetings. All meetings of the Board, whether regular or special, shall be open to the members of the Association except for meetings:

- (a) To discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probably imminent;
- (b) To consider information regarding appointment, employment or dismissal of an employee; or
- (c) To discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on the above matters shall be taken at a meeting or portion thereof open to any member. Any member may record the proceedings at meetings required to be open by the Act or these By-Laws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

ARTICLE V Officers

Section 1. Officers. The officers of the Association shall be a President, a Treasurer and a Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from among the members of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. Vacancies may be filled or new offices created and filled at any meeting of the

- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (f) Obtaining adequate and appropriate kinds of insurance, which shall include a fidelity bond insuring the Association, the Board and the Unit Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Unit Owners in such amounts as the Board shall deem necessary but not less than 150% of the annual operating expenses of the Association, including reserves. The premium for such fidelity bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be cancelled for non-payment of any premiums or otherwise substantially modified without thirty (30) days prior written notice to all holders of first mortgages of record;
- (g) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;
- (h) Adoption and amendment of rules and regulations covering the details of the operation and use of the property;
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (j) Having access to each Unit, from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units;
- (k) Paying real property taxes, special assessments, any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the Condominium;
- (l) Imposing charges for late payments of a Unit Owner's assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association;
- (m) Assigning its right to future income, including the right to receive assessments;
- (n) Recording the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration.
- (o) Recording the granting of an easement for the laying of cable television cable or satellite dishes where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration;
- (p) Borrowing money at such rates of interest as it may determine; to issue its notes, bonds and other obligations to evidence such borrowing; and to secure any of its obligations by making a mortgage or giving a security interest in all or any of its property or income, provided if such mortgage or security interest encumbers all or substantially all of the

assets of the Association, the approval of the members shall first be obtained pursuant to Article III, Section 7, of these By-Laws. In the performance of their duties, the officers and members of the Board, whether appointed by the Developer or elected by the members, shall exercise the care required of a fiduciary of the members.

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

- (a) To engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice.
- (b) To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel;
- (c) To establish or maintain one or more bank accounts, or functionally similar accounts such as money market fund accounts, for the deposit of any funds paid to, or received by, the Association;
- (d) To invest any funds of the Association in certificates of deposit, money market funds, or comparable investments;
- (e) Upon authorization of a one-half vote by the members of the Board or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses. Nothing herein shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

Section 3. Authorized Expenditures. Except as set forth in the Reciprocal Easement Agreement, the Association shall acquire and make arrangements for, and pay for out of the Maintenance (Reserve) Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

- (a) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.
- (b) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of

said lien or liens including but not limited to, any interest, late charges, reasonable attorneys fees, costs of collections and the amount of unpaid fines shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

- (c) Maintenance and repair of any unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Unit Owner, provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expense. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the treasurer.

There shall be no structural alterations, capital additions to, or capital improvements on, the Common Elements (other than for the purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without the prior approval of 51 percent of the Unit Owners.

Section 4. Annual Budget.

(a) Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for capital expenditures or repairs or payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days prior to the adoption thereof. The Association shall give Unit Owners notice as provided in Section 4, Article III of the By-Laws of the meeting of the Board at which the Board proposed to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

(b) If an adopted Annual Budget requires assessment against Unit Owners in any year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners representing 20% of the votes of the Association may, within 14 days of the Board action, petition and require the Board to call a meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it is ratified whether or not a quorum is present. In determining whether the assessments exceed 115% of the similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and budgeted expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

(c) The Annual Budget shall be assessed to Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to accelerations as hereinafter on or before January 1st of the ensuing year, and the 1st day of each and every month of said year. The Association does not have the authority to, and cannot forbear the payment of assessments by any Unit Owners.

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

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

(f) All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

Section 5. Annual Accounting

(a) On or before the 1st day of November of each calendar year commencing 2002, the Association shall supply to all Unit Owners an itemized account of the Common Expenses for the preceding calendar year actually incurred and paid together with an indication of which portions of the Annual Budget were for capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amount collected pursuant to the budget or assessment, and showing the net excess or deficiency of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserve shall be credited to according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

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

Section 6. Reserves. The Association may build up and maintain a reasonable Reserve for operations, contingencies and replacement. To establish such Reserve, the Developer shall collect from each Unit Owner upon conveyance by the Developer of a Unit to such Unit Owner, an amount equal to one-fourth of the Annual Budget as initially established by the Developer for the first year of the Condominium allocable to such Unit and shall remit such amount to the Association. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association or the Board shall have the right

to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association or the Board deems appropriate.

Section 7. Special Assessments. If said Annual Budget proves inadequate for any reason, including non-payment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further assessment on all Unit Owners (as provided in Section 4, Article III of the By-Laws) by a statement in writing, giving the amount and reasons therefore, and such further assessment shall become effective and shall be payable at such time or times as determined by the Board, provided, however, that in the event such further assessment with respect to any Unit exceeds the greater of five (5) times such Unit's most recent monthly installment of Common Expenses or \$300.00, such further assessment for any Unit shall not be effective until approved by 5% of the Unit Owners at a meeting of Unit Owners duly called for such purpose. All Unit Owners shall be obligated to pay for further assessment.

Section 8. Default in Payment.

- (a) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 4% of the balance of the aforesaid charges and assessment for each month, or part hereof, that said balance, or any part thereof remains unpaid. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as provided by law; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.
- (b) Each such assessment, together with interest, court costs, late charges and reasonable attorneys' fees and costs of collections or the amount of any unpaid fines shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law.
- (c) Any mortgage or trust deed owned or held by a First Mortgagee and recorded prior to the recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

Section 9. Unit Owner Accounts. Upon ten (10) days' notice to the Association, the payment of a reasonable fee fixed by the Association, not to exceed Fifteen Dollars (\$15.00), any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 10. Rules and Regulations. The Association may, pursuant to the provisions of Section 11 of Article IV and Section 1(h) of Article VI of these By-Laws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of the Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.

ARTICLE VII

Contracts, Checks, Deposits and Funds

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

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

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

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

ARTICLE VIII

Books and Records

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

Section 2. Availability for Examination. The Association shall maintain the following records of the Association, and make such records available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:

- (a) Copies of the Recorded Declaration, By-Laws, other Condominium Instruments and any amendments, Articles of Incorporation of the Association, if incorporated, annual reports, if incorporated, and any rules and regulations adopted by the Association or the Board. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection (a) for examination and copying.
- (b) Detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases or other agreements entered into by the Association.
- (c) The minutes of all meetings of the Association and the Board. The Association shall maintain these minutes for a period of not less than seven years.

- (d) A record giving the names and addresses of the members entitled to Vote.
- (e) Ballots for all elections to the Board and for any other matters voted on by the Unit Owners. The Association shall maintain these ballots for a period of not less than one year.
- (f) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 25 of the General Not-For-Profit Corporation Act, approved July 19, 1943, as amended. A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board for the cost of providing such information and copying.

ARTICLE IX Fiscal Year

The fiscal year of the Association begins on the first day of January and ends on the last day of December.

ARTICLE X Seal

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

ARTICLE XI Waiver of Notice

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

ARTICLE XII Amendments to By-Laws

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted upon the affirmative vote of 51% of all of the members at a regular meeting or at any special meeting called for such purpose, by Recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by the President and the Secretary of the Association and which contains an affidavit by an officer of the Board certifying that the necessary affirmative vote of the members of the Association has been obtained.

ARTICLE XIII Indemnification

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or an officer of the Association, against expenses (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith in a manner he reasonable

believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or any officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a member of the Board or an officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

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

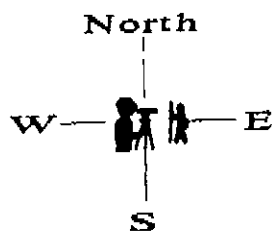
The sums necessary to discharge the obligations of the Association under this Article shall be Common Expenses.

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

ARTICLE XIV
Construction

- (a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control.
- (b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.
- (c) In the event the Association is incorporated, the words "Board of Directors" and "Director" shall be substituted for the words "Board" and "Member of the Board", respectively, wherever they appear herein.

EXHIBIT D
PLAT OF SURVEY
See Attached



CONDOMINIUM SURVEY
340 WEST SUPERIOR CONDOMINIUMS
EXHIBIT D
PAGE 2 OF 9 - PLAT OF SURVEY

0020190306

DOCUMENT
WITH THIS EXHIBIT

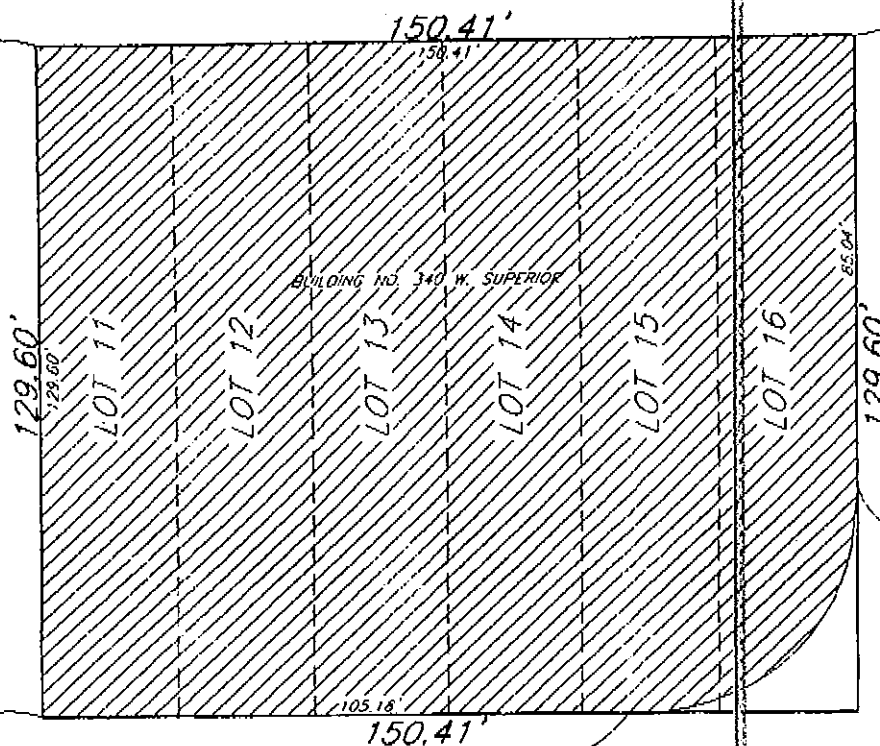
BUILDING IS 0.28 EAST
AND 0.07 NORTH

N. ORLEANS STREET

BUILDING IS ON LINE

BUILDING IS 0.79 EAST
AND 0.08 NORTH

BUILDING IS 0.17 EAST
AND 0.06 NORTH

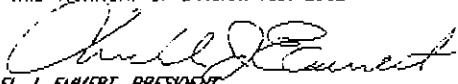


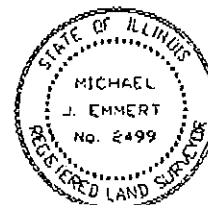
W. SUPERIOR STREET

STATE OF ILLINOIS)
COUNTY OF COOK)

MICHAEL J. EMMERT SURVEYS INC., DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJACENT BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

DATED THIS 17TH DAY OF JANUARY A.D. 2002

BY: 
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
115 West Palatine Road
Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999

North

W —  — E

S



1 IN. = 20 FT.
VERIFY SCALE
AGAINST THIS
GRAPHIC

CONDOMINIUM SURVEY
340 WEST SUPERIOR CONDOMINIUMS
EXHIBIT D
PAGE 3 OF 9 — FIRST FLOOR

20190306

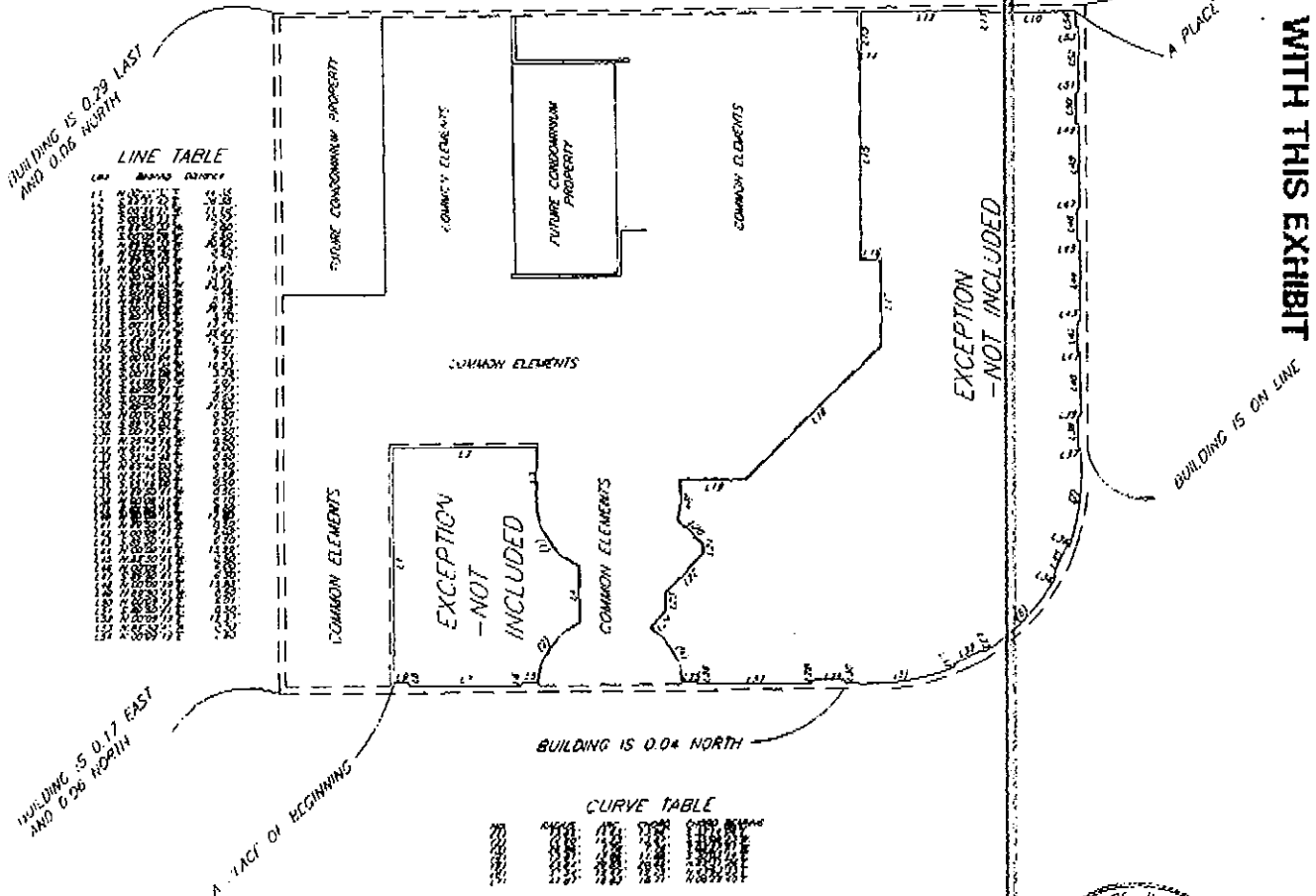
0020190306

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM TO AND ALONG INTERIOR CONCRETE SURFACE OF EXTERIOR WALLS, TO AND ALONG INTERIOR CONCRETE SURFACE, STRIPPED PARKING LINES AND OF MAGNETIC PLANES DURING UNITS. WALL THICKNESS ARE AS NOTED.

INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING.

ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CRESTHURST STREET. ELEVATION IS 15.308 FEET.

UPPER ELEVATION AT STAIRWELL IS +30.07'
LOWER ELEVATION AT STAIRWELL IS +18.87'



DOCUMENT
WITH THIS EXHIBIT

STATE OF ILLINOIS)
COUNTY OF COOK)

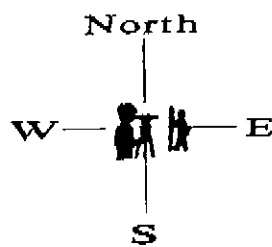
MICHAEL J. EMMERT SURVEYS INC., DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

DATED THIS 17TH DAY OF JANUARY A.D. 2002

BY: 
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
118 West Palatine Road
Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999



1 IN = 16 FT
VERIFY SCALE
AGAINST THIS
GRAPHIC

CONDOMINIUM SURVEY
340 WEST SUPERIOR CONDOMINIUMS
EXHIBIT D
PAGE 4 OF 9 - 2ND. FLOOR

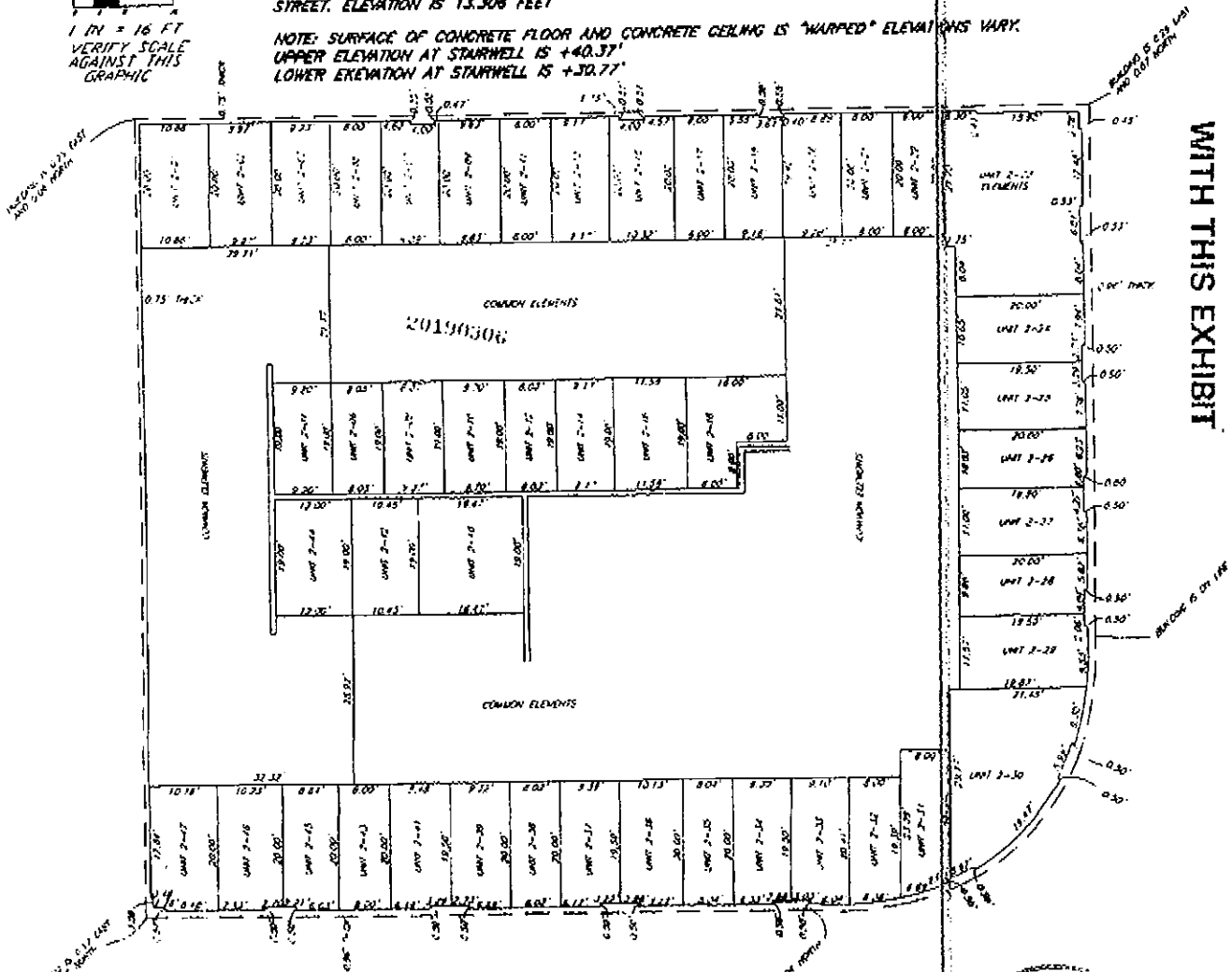
HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR CONCRETE SURFACE OF EXTERIOR WALLS, TO AND ALONG INTERIOR CONCRETE SURFACE, STRIPPED PARKING LINES AND/OR MAGNARY PLANES DEFINING UNITS. WALL THICKNESSES ARE AS NOTED

INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING

ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET, ELEVATION IS 13.306 FEET

NOTE: SURFACE OF CONCRETE FLOOR AND CONCRETE CEILING IS "WARPED" ELEVATIONS VARY. UPPER ELEVATION AT STAIRWELL IS +40.37' LOWER ELEVATION AT STAIRWELL IS +30.77'

0020190306

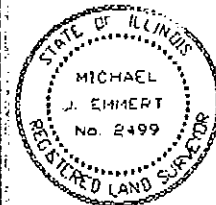


STATE OF ILLINOIS
COUNTY OF COOK

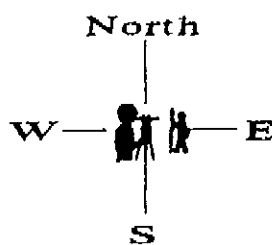
MICHAEL J. EMMERT SURVEYS INC., DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

DATED THIS 17TH DAY OF JANUARY A.D. 2002

BY: *Michael J. Emmert*
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
115 West Palatine Road
Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999



1 IN = 16 FT
VERIFY SCALE
AGAINST THIS
GRAPHIC

CONDOMINIUM SURVEY
340 WEST SUPERIOR CONDOMINIUMS
EXHIBIT D
PAGE 5 OF 9 - 3RD. FLOOR

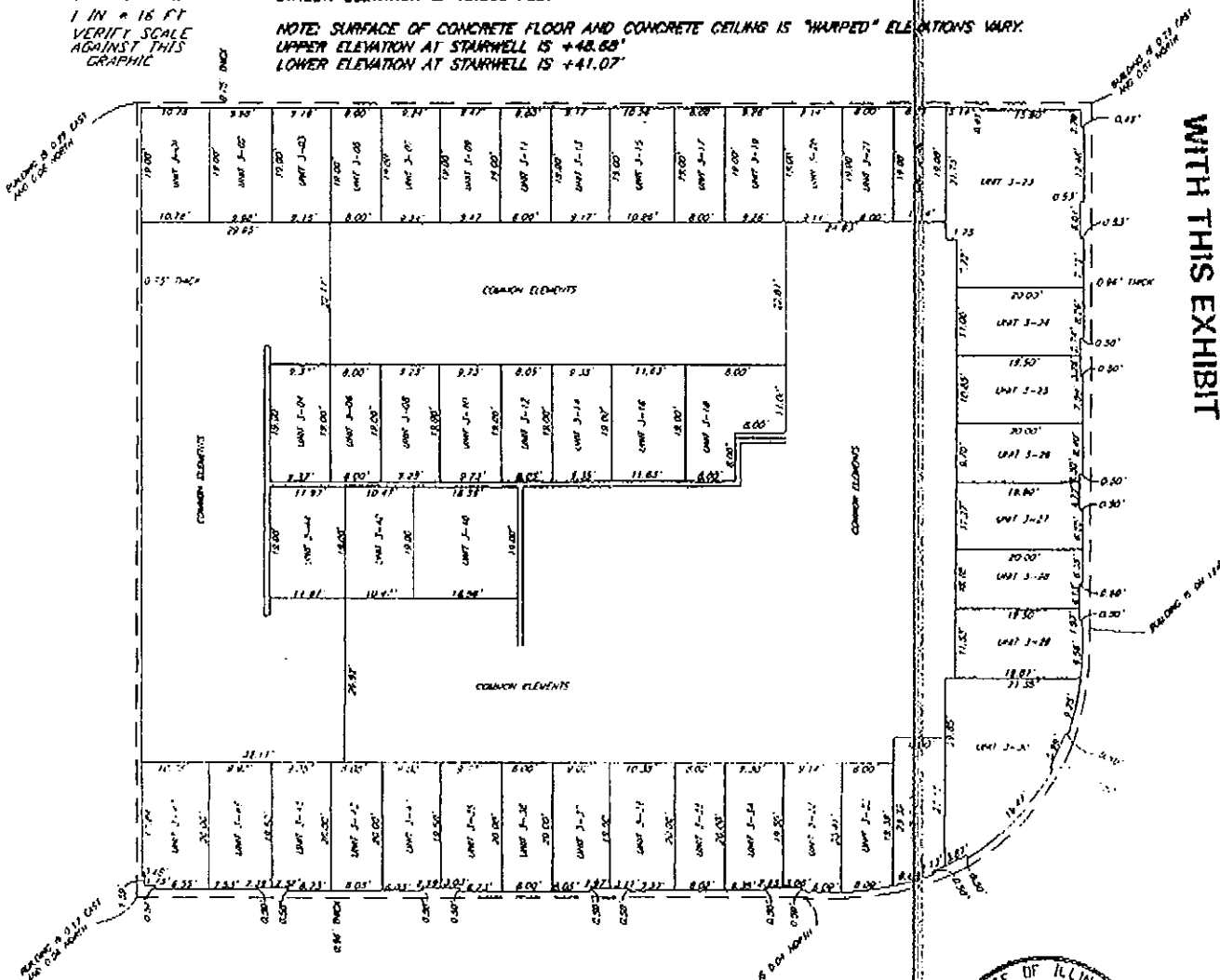
0020190306

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR CONCRETE SURFACE OF EXTERIOR WALLS, TO AND ALONG INTERIOR CONCRETE SURFACE, STRIPPED PARKING LINES AND/OR IMAGINARY PLANES DEFINING UNITS.
WALL THICKNESS ARE AS NOTED

INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING.

ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET. ELEVATION IS 13.306 FEET

NOTE: SURFACE OF CONCRETE FLOOR AND CONCRETE CEILING IS "WARPED" ELEVATIONS VARY.
UPPER ELEVATION AT STAIRWELL IS +48.63'
LOWER ELEVATION AT STAIRWELL IS +41.07'

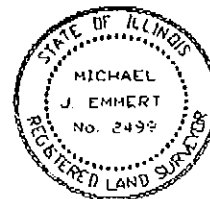


STATE OF ILLINOIS
COUNTY OF COOK

MICHAEL J. EMMERT SURVEYS INC., DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

DATED THIS 17TH DAY OF JANUARY A.D. 2002

BY: *Michael J. Emmert*
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
15 West Palatine Road
Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999

North



1 IN. = 16 FT.
VERIFY SCALE
AGAINST THIS
GRAPHIC

CONDOMINIUM SURVEY
340 WEST SUPERIOR CONDOMINIUMS
EXHIBIT D
PAGE 6 OF 9 - 4TH. FLOOR

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR CONCRETE SURFACE OF EXTERIOR WALLS; TO AND ALONG INTERIOR CONCRETE SURFACE, STRIPPED PARKING LINES AND/OR IMAGINARY PLANES DEFINING UNITS.
WALL THICKNESS ARE AS NOTED

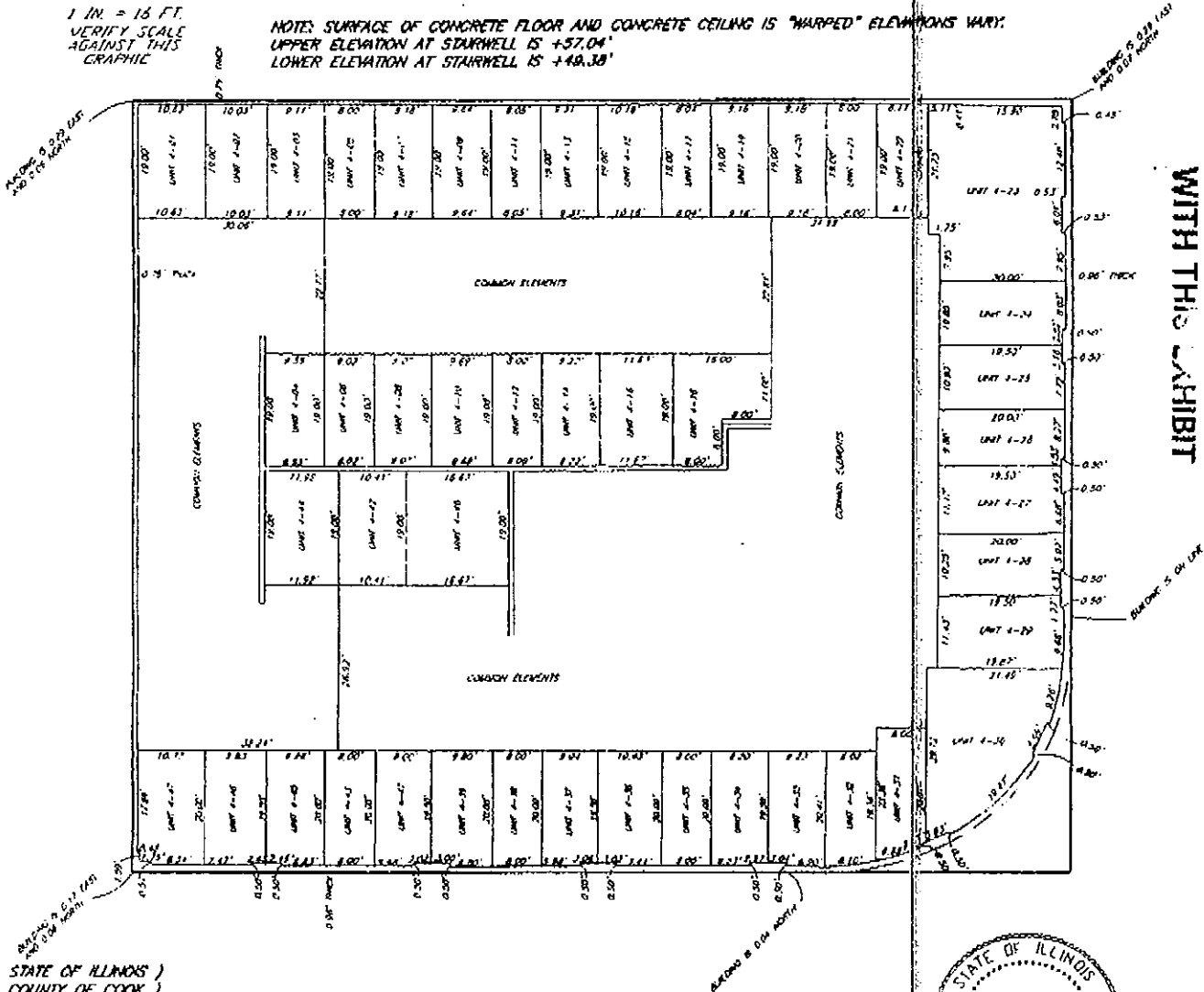
INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING.

ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK MANHOLE 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET. ELEVATION IS 13.308 FEET

NOTE: SURFACE OF CONCRETE FLOOR AND CONCRETE CEILING IS "WARPED" ELEVATIONS VARY.
UPPER ELEVATION AT STAIRWELL IS +57.04'
LOWER ELEVATION AT STAIRWELL IS +49.38'

0020190306

DOCUMENT
WITH THIS EXHIBIT

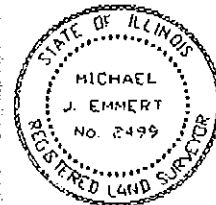


STATE OF ILLINOIS)
COUNTY OF COOK)

MICHAEL J. EMMERT SURVEYS INC., DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAN HEREON DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

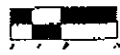
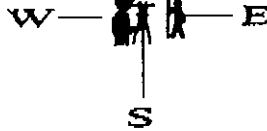
DATED THIS 17TH DAY OF JANUARY A.D. 2002

BY: *Michael J. Emmert*
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
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Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999

North



1 IN. = 16 FT.
VERIFY SCALE
AGAINST THIS
GRAPHIC

CONDOMINIUM SURVEY
340 WEST SUPERIOR CONDOMINIUMS
EXHIBIT D
PAGE 7 OF 9 - 5TH. FLOOR

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM TO AND ALONG INTERIOR CONCRETE SURFACE OF EXTERIOR WALLS, TO AND ALONG INTERIOR CONCRETE SURFACE, STRIPPED PARKING LINES AND/OR IMAGINARY PLANES DEFINING UNITS. WALL THICKNESS ARE AS NOTED

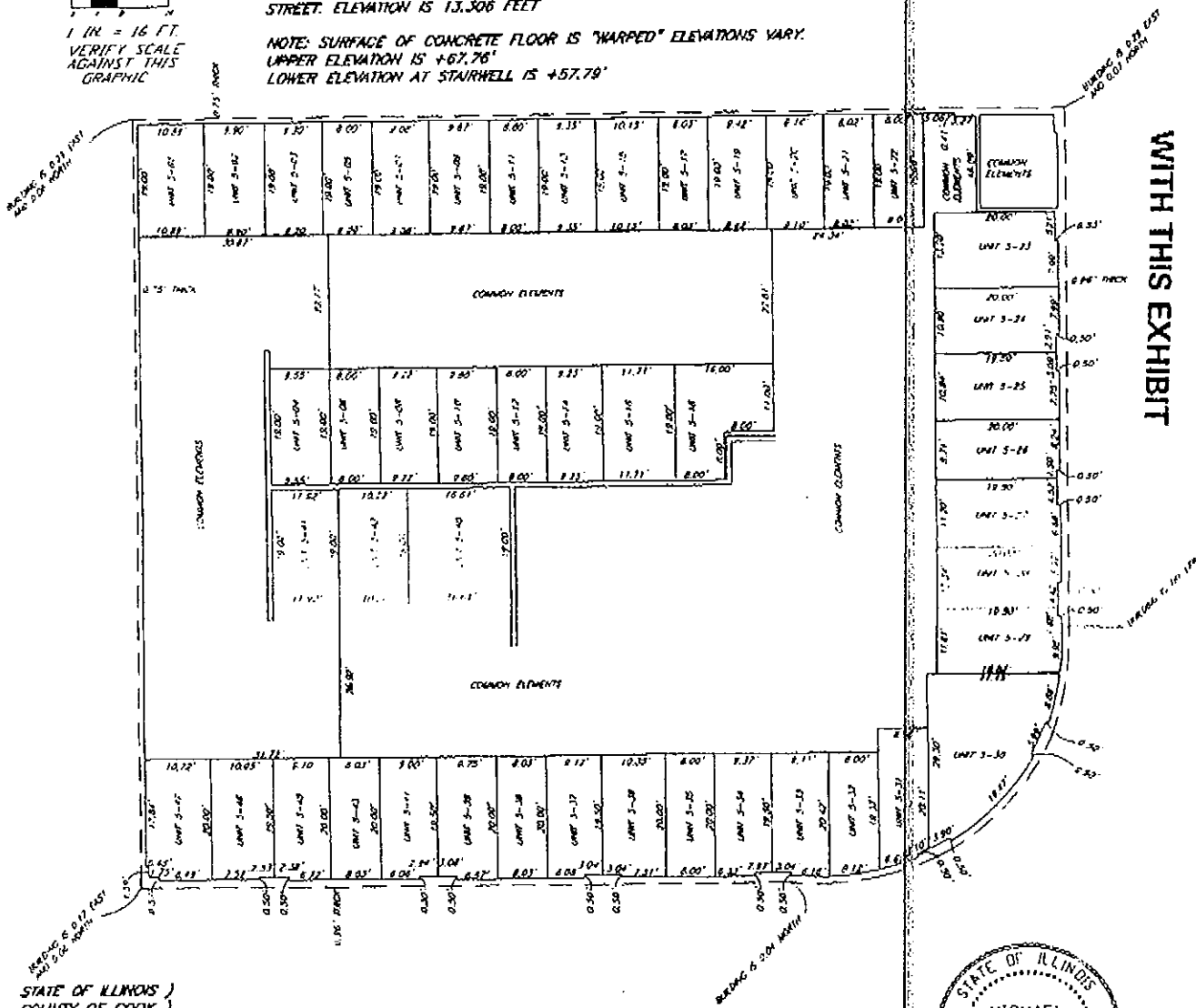
INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING.

ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET. ELEVATION IS 13.306 FEET

NOTE: SURFACE OF CONCRETE FLOOR IS "WARPED" ELEVATIONS VARY.
UPPER ELEVATION IS +67.76'
LOWER ELEVATION AT STAIRWELL IS +57.79'

0020190306

DOCUMENT
WITH THIS EXHIBIT

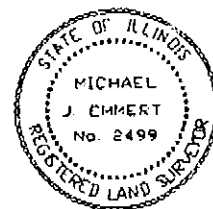


STATE OF ILLINOIS
COUNTY OF COOK

MICHAEL J. EMMERT SURVEYS INC., DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAN HEREON DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

DATED THIS 17TH DAY OF JANUARY A.D. 2002

BY: *Michael J. Emmert*
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
15 West Palatine Road
Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999

North

W —  — E

1 IN. = 16 FT.
VERIFY SCALE
AGAINST THIS
GRAPHIC

CONDOMINIUM SURVEY 340 WEST SUPERIOR CONDOMINIUMS EXHIBIT D

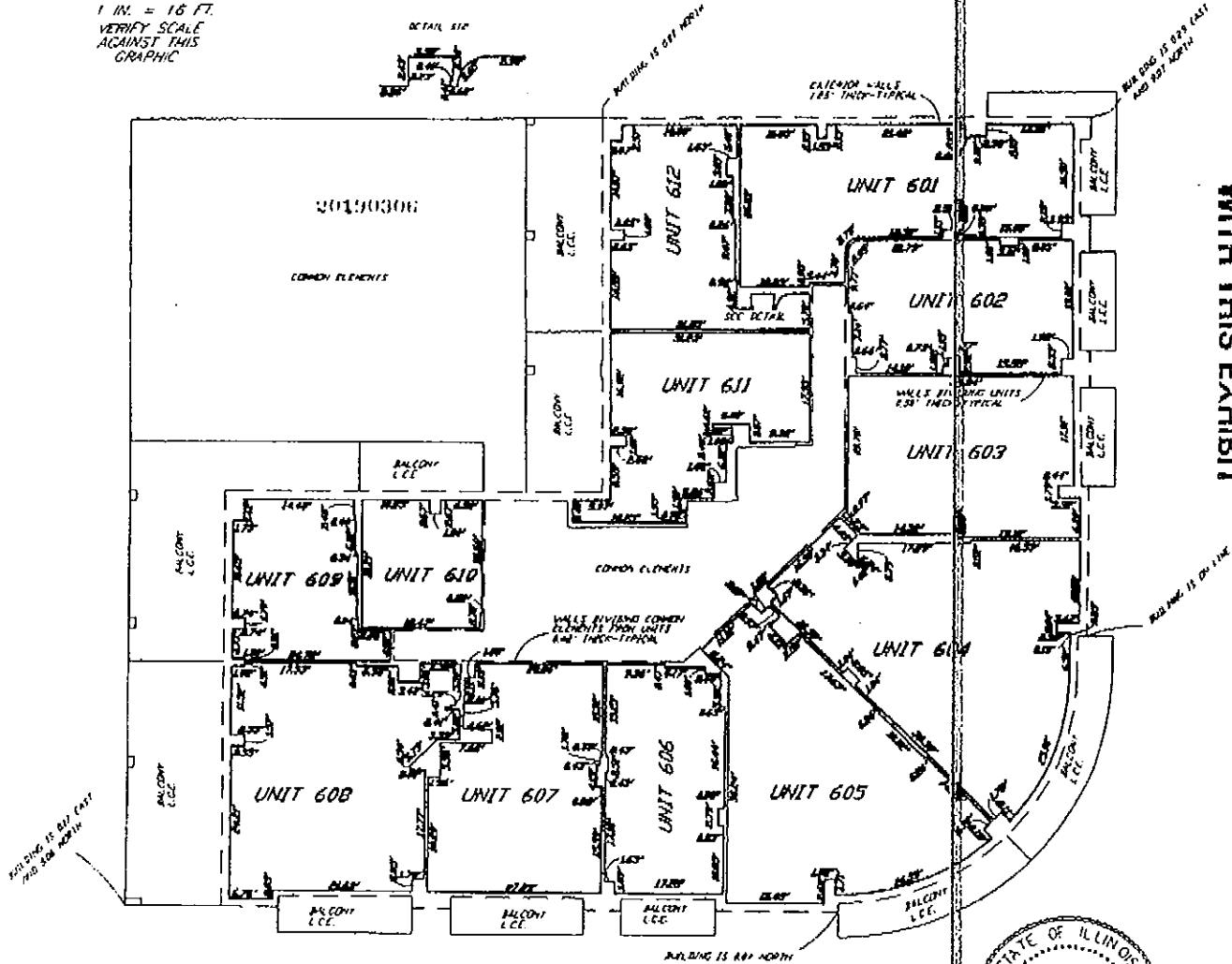
PAGE 8 OF 9 - 6TH. FLOOR

0020190306

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR SURFACE OF DRYWALL.
WALL THICKNESS ARE AS NOTED.
INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING.
ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET. ELEVATION IS 13.306 FEET.
UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +78.48'
LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +68.48'

ELEVATION WALLS
1.05" THICK-TYPICALBldg. IS 0.25' EAST
AND 0.25' NORTH

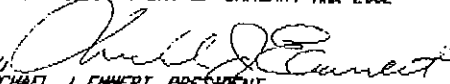
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WITH THIS EXHIBIT

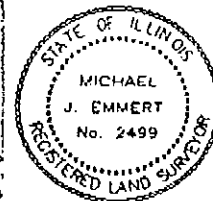


STATE OF ILLINOIS)
COUNTY OF COOK)

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DATED THIS 12TH DAY OF JANUARY A.D. 2002

BY: 
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
115 West Palatine Road
Palatine, Illinois 60067-5103
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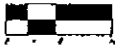
20190306

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North

W —  — E

S



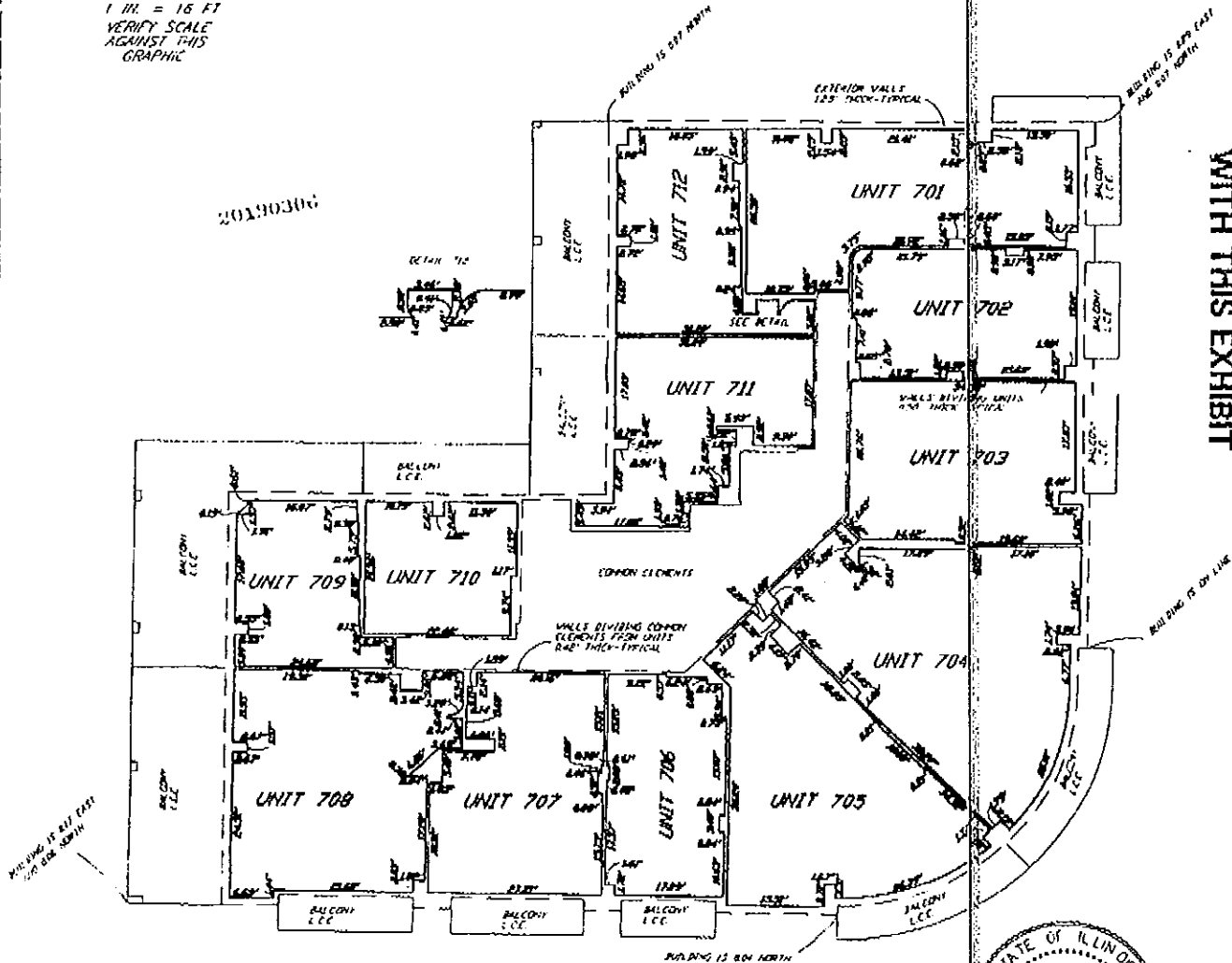
1 IN. = 16 FT
VERIFY SCALE
AGAINST THIS
GRAPHIC

CONDOMINIUM SURVEY 340 WEST SUPERIOR CONDOMINIUM EXHIBIT D

PAGE 9 OF 9 - 7TH FLOOR

HORIZONTAL PLANES SHOWN HEREIN ARE MEASURED FROM, TO AND ALONG INTERIOR SURFACE OF DRYWALL.
WALL THICKNESSES ARE AS NOTED.
INTERIOR VERTICAL PLANES SHOWN HEREIN ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING.
ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET. ELEVATION IS 183.86 FEET.
UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +82.80'
LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +79.89'

20190306

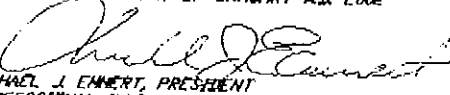


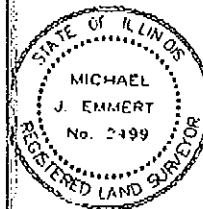
DOCUMENT
WITH THIS EXHIBIT

STATE OF ILLINOIS)
COUNTY OF COOK)

MICHAEL J. EMMERT SURVEYS INC. DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREIN DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREIN; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

DATED THIS 12TH DAY OF JANUARY A.D. 2002

BY: 
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
115 West Palatine Road
Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999

North 1-Exhibit

CONDOMINIUM SURVEY 340 WEST SUPERIOR CONDOMINIUMS FIRST AMENDMENT TO EXHIBIT D PAGE 1 OF 1 - 8TH. FLOOR

0020231872

W — E

S

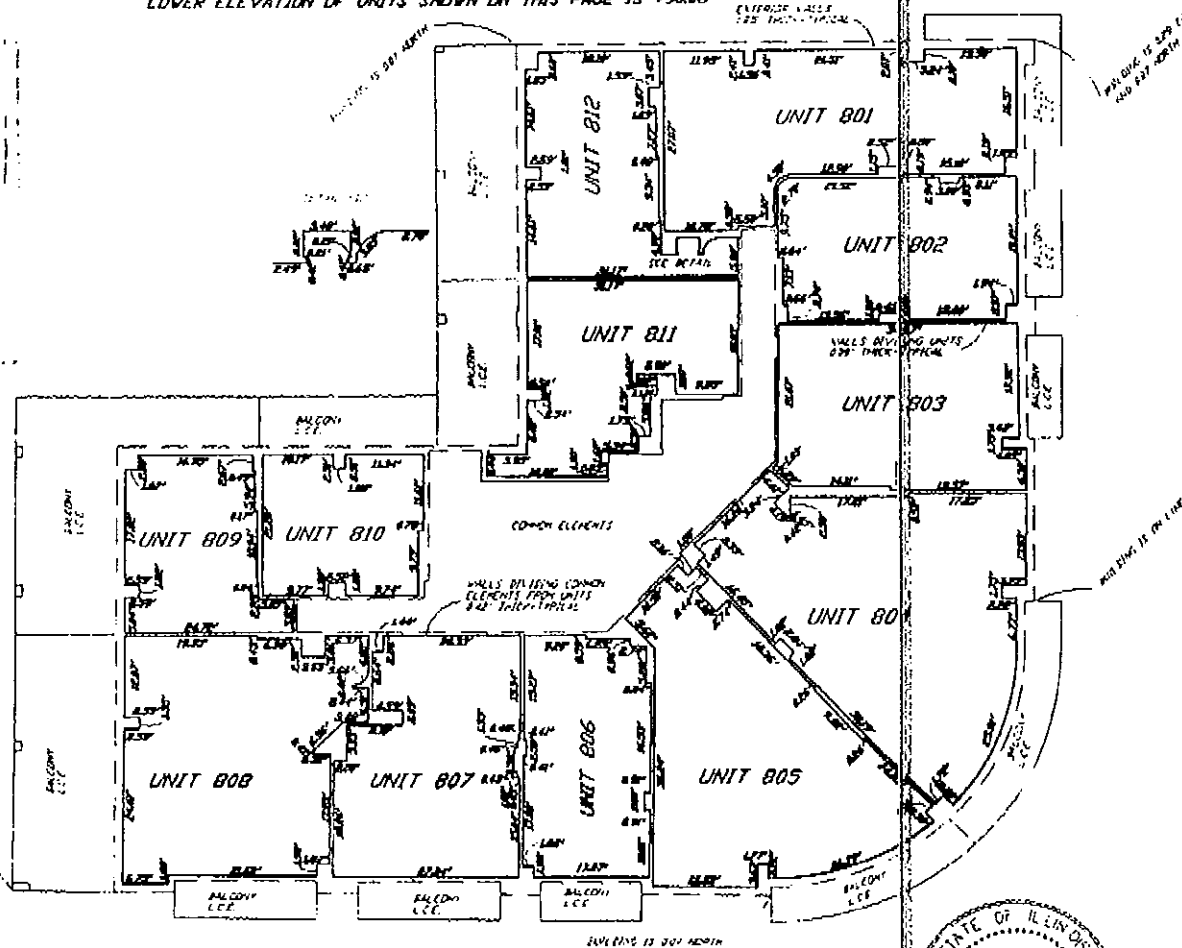


1 IN. = 16 FT.
VERIFY SCALE
AGAINST THIS
GRAPHIC

THAT PART OF LOTS 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING ABOVE THE CONCRETE SURFACE OF THE 7TH FLOOR CEILING (ELEVATION 88.89 FEET AND BELOW THE CONCRETE SURFACE OF THE 8TH FLOOR CEILING (ELEVATION 100.01 FEET) HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM TO AND ALONG INTERIOR SURFACE OF DRYWALL. WALL THICKNESS ARE AS NOTED. INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING. ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET; ELEVATION IS 12.306 FEET. UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +100.01' LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +90.00'

DOCUMENT
WITH THIS EXHIBIT

DONE AT CUSTOMER'S REQUEST



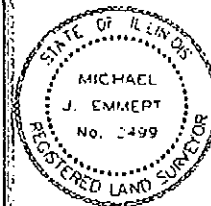
RECEIVED IN BAD CONDITION

STATE OF ILLINOIS)
COUNTY OF COOK)

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DATED THIS 19TH DAY OF FEBRUARY A.D. 2002

BY:
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. E499



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Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999

North

1-Exhibit

CONDOMINIUM SURVEY 340 WEST SUPERIOR CONDOMINIUMS 2ND. AMENDMENT TO EXHIBIT D PAGE 1 OF 1 - 9TH. FLOOR

W —  — E

1 IN. = 16 FT.
VERIFY SCALE
AGAINST T-15
GRAPHIC

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND VERSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF THE 8TH FLOOR CEILING (ELEVATION 100.01 FEET AND BELOW THE CONCRETE SURFACE OF THE 9TH FLOOR CEILING (ELEVATION 110.68 FEET)

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR SURFACE OF DRYWALL.

WALL THICKNESSES ARE AS NOTED.

INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING.

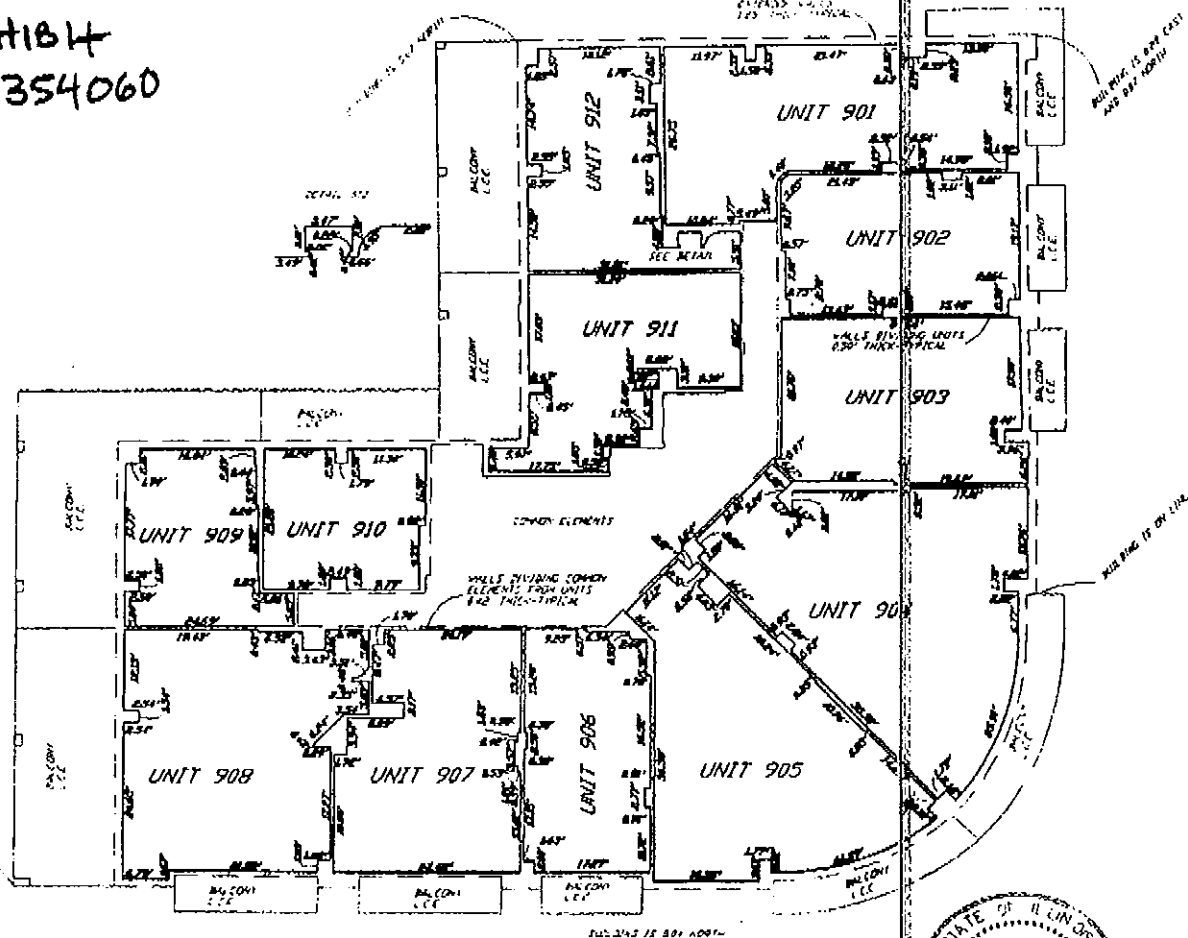
ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET. ELEVATION IS 13.306 FEET.

UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +110.68'

LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +100.71'

1-EXHIBIT
0020354060

DOCUMENT
WITH THIS EXHIBIT



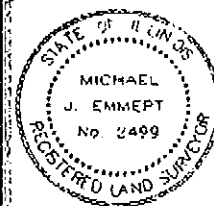
DONE AT CUSTOMER'S REQUEST

STATE OF ILLINOIS)
COUNTY OF COOK)

MICHAEL J. EMMERT SURVEYS INC., DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

DATED THIS 19TH DAY OF FEBRUARY A.D. 2002

BY: 
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
115 West Palatine Road
Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999

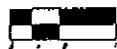
20520569

North

-Exhibit 3

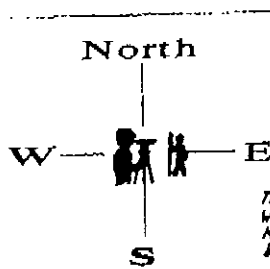
CONDOMINIUM SURVEY
340 WEST SUPERIOR CONDOMINIUMS
3RD. AMENDMENT TO EXHIBIT D
PAGE 1 OF 1 - 10TH. FLOOR

0020396569



1 IN. = 15 FT
VERIFY SCALE
AGAINST THIS
GRAPHIC

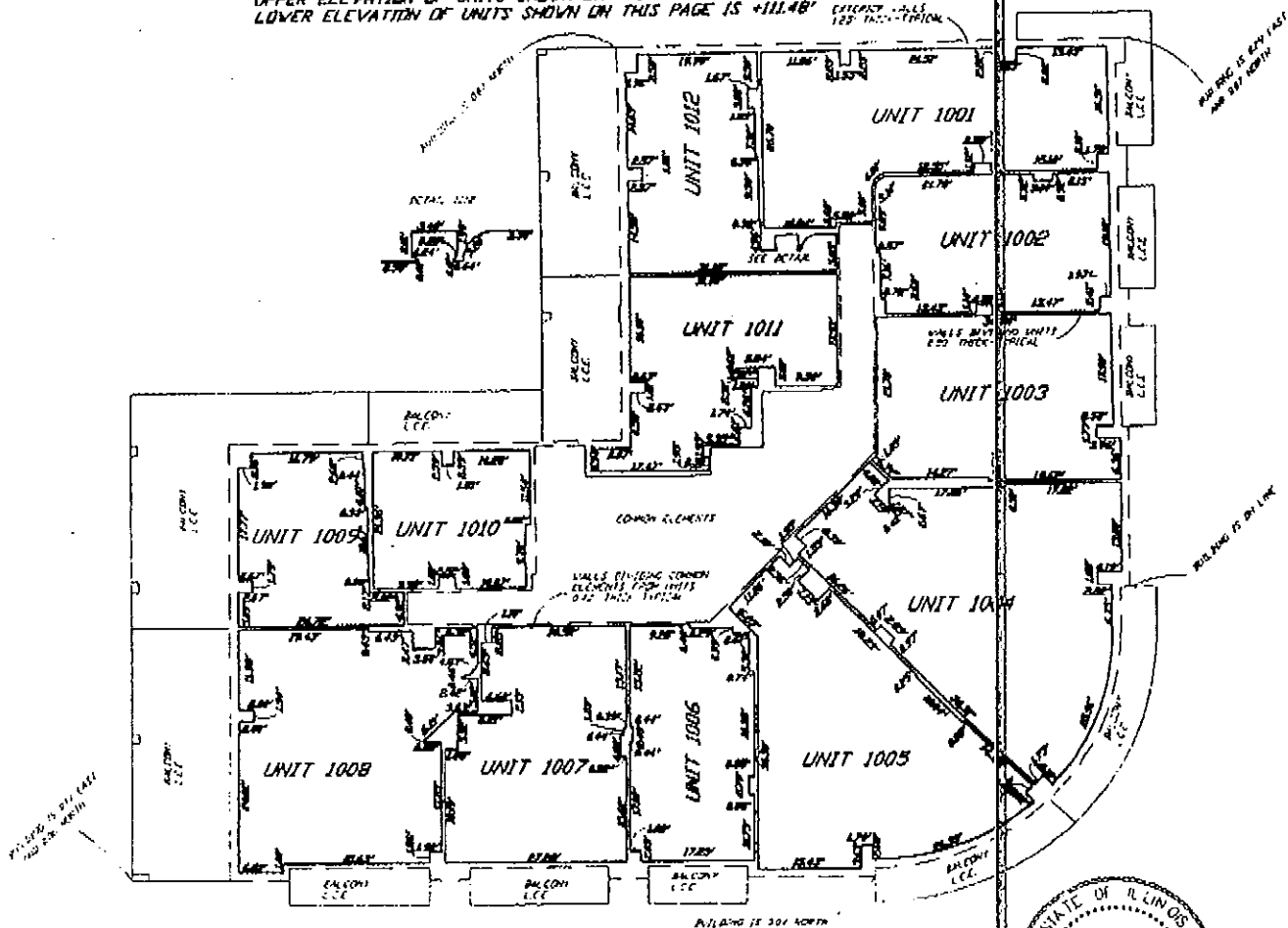
THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF THE 9TH FLOOR CEILING (ELEVATION 118.68 FEET) AND BELOW THE CONCRETE SURFACE OF THE 10TH FLOOR CEILING (ELEVATION 121.31 FEET) BUTLER WRIGHT AND EAST OF THE THIRD PRINCIPAL ELEVATION 118.68 FEET AND



CONDOMINIUM SURVEY
340 WEST SUPERIOR CONDOMINIUMS
3RD, AMENDMENT TO EXHIBIT D
PAGE 1 OF 1 - 10TH. FLOOR

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF THE 9TH FLOOR CEILING (ELEVATION 110.68 FEET) AND BELOW THE CONCRETE SURFACE OF THE 10TH FLOOR CEILING (ELEVATION 121.51 FEET)

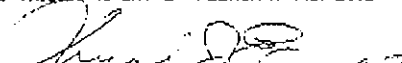
HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR SURFACE OF DRYWALL. WALL THICKNESS ARE AS NOTED. INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING. ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET. ELEVATION IS 13.906 FEET. UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +121.51'. LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +111.48'.

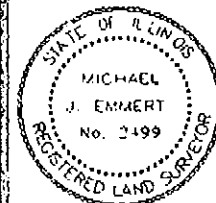


STATE OF ILLINOIS)
 COUNTY OF COOK)

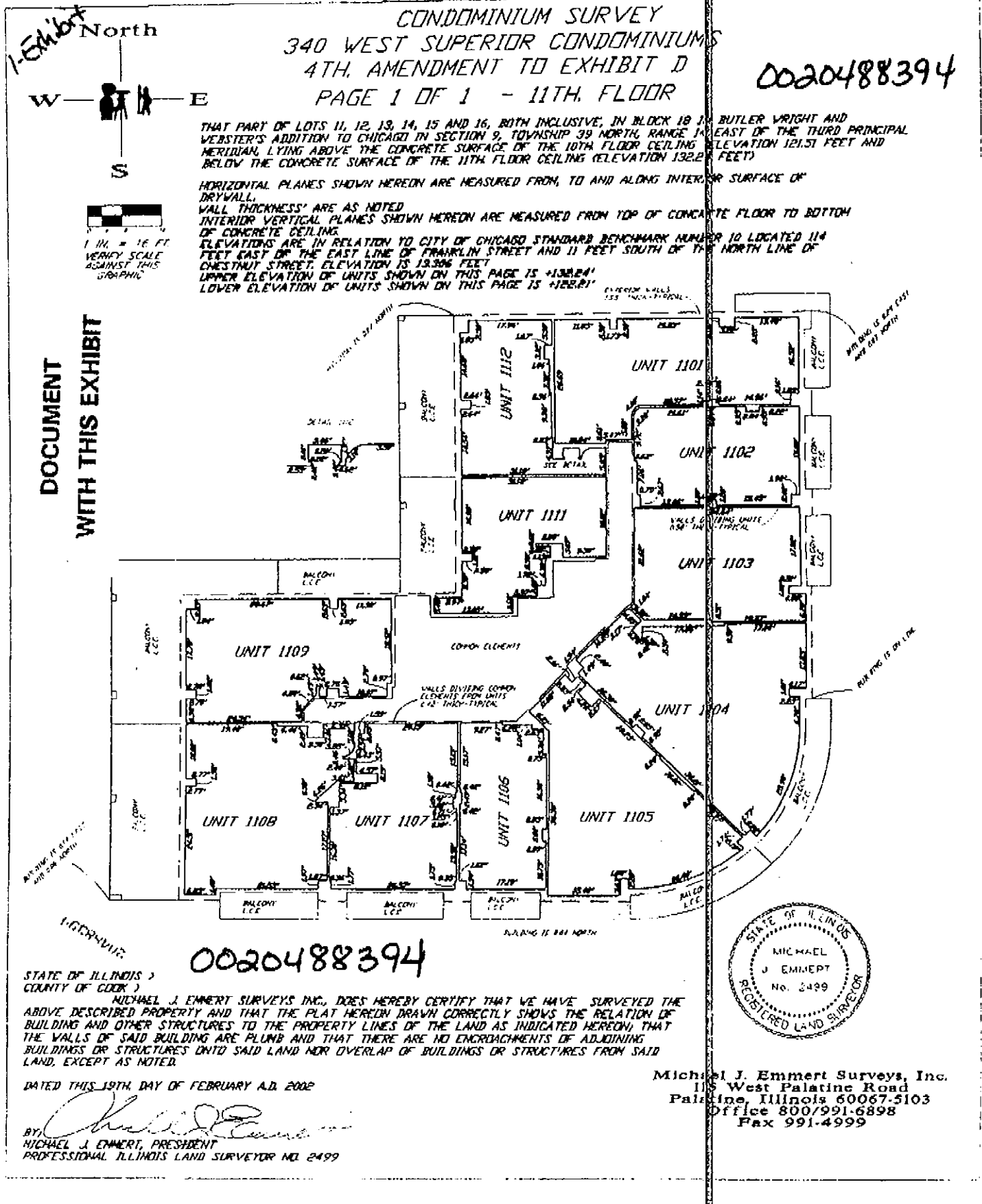
MICHAEL J. EMMERT SURVEYS INC. DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON, THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

DATED THIS 19TH DAY OF FEBRUARY A.D. 2005

BY: 
 MICHAEL J. EMMERT, PRESIDENT
 PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
 115 West Palatine Road
 Palatine, Illinois 60067-5103
 Office 800/991-6898
 Fax 991-4999

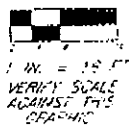


North

1-Exhibit

CONDOMINIUM SURVEY 340 WEST SUPERIOR CONDOMINIUMS 5TH. AMENDMENT TO EXHIBIT D PAGE 1 OF 1 - 12TH. FLOOR

0020504904

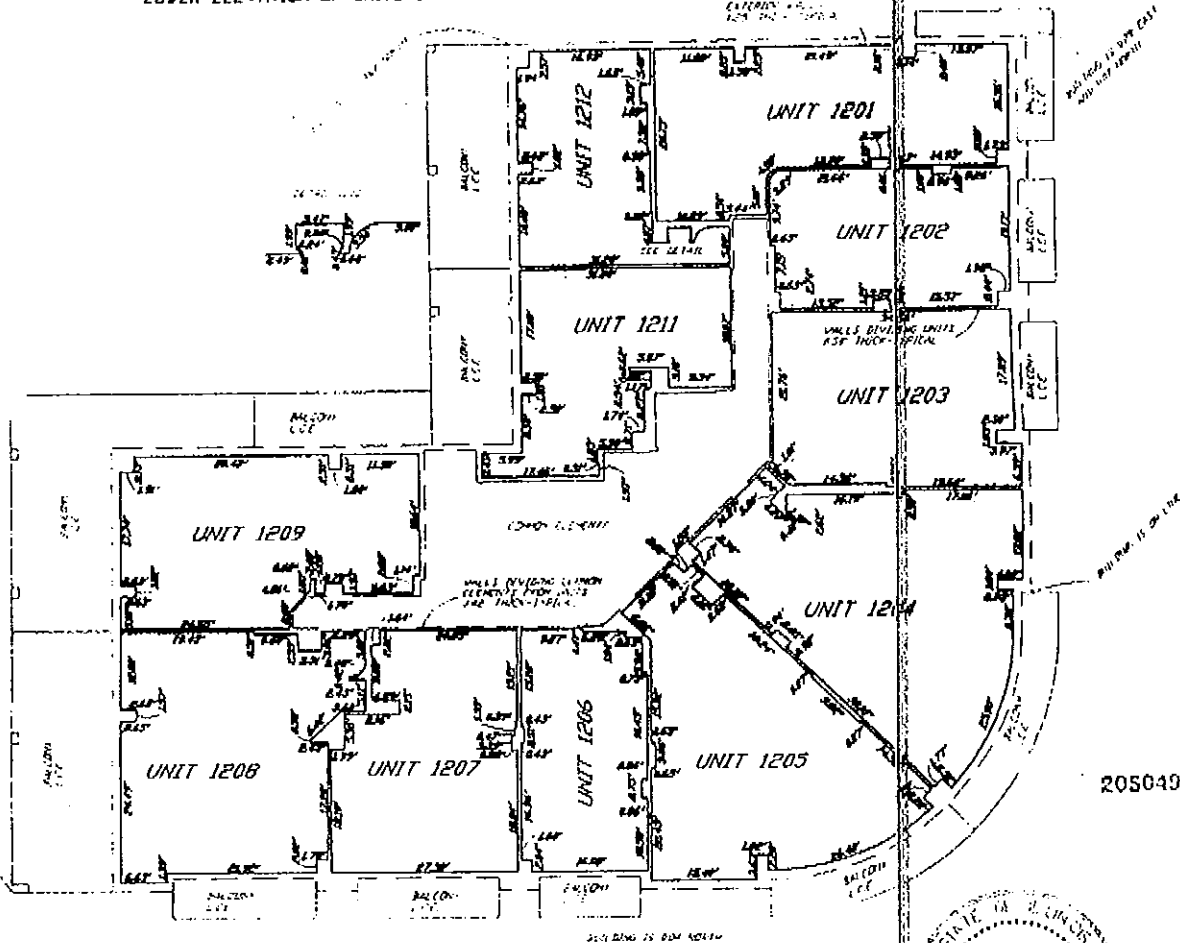


THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND
WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF THE 11TH FLOOR CEILING (ELEVATION 132.24 FEET AND
BELOW THE CONCRETE SURFACE OF THE 12TH FLOOR CEILING (ELEVATION 142.85 FEET)
HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR SURFACE OF
DRYWALL.
WALL THICKNESS ARE AS NOTED
INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM
OF CONCRETE CEILING.
ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114
FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF
CHESTNUT STREET. ELEVATION IS 13.306 FEET
UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +142.85'
LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +132.91'

RECEIVED IN BAD CONDITION

DOCUMENT
WITH THIS EXHIBIT

DONE AT CUSTOMER'S REQUEST



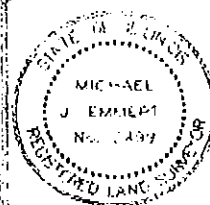
20504904

STATE OF ILLINOIS)
COUNTY OF COOK)

MICHAEL J. EMMERT SURVEYS INC. DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE
ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN CORRECTLY SHOWS THE RELATION OF
BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON, THAT
THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING
BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID
LAND, EXCEPT AS NOTED.

DATED THIS 25TH DAY OF FEBRUARY A.D. 2002

BY:
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
115 West Palatine Road
Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999

North

1-Exhibit

CONDOMINIUM SURVEY

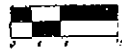
340 WEST SUPERIOR CONDOMINIUMS

6TH AMENDMENT TO EXHIBIT D

PAGE 1 OF 1 - 14TH FLOOR

W — E

S



1 IN. = 16 FT.
VERIFY SCALE
AGAINST THIS
GRAPHIC

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF THE 12TH FLOOR CEILING (ELEVATION 142.85 FEET AND BELOW THE CONCRETE SURFACE OF THE 14TH FLOOR CEILING (ELEVATION 153.54 FEET)

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR SURFACE OF DRYWALL.

WALL THICKNESS ARE AS NOTED

INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING.

ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET, ELEVATION IS 13.06 FEET

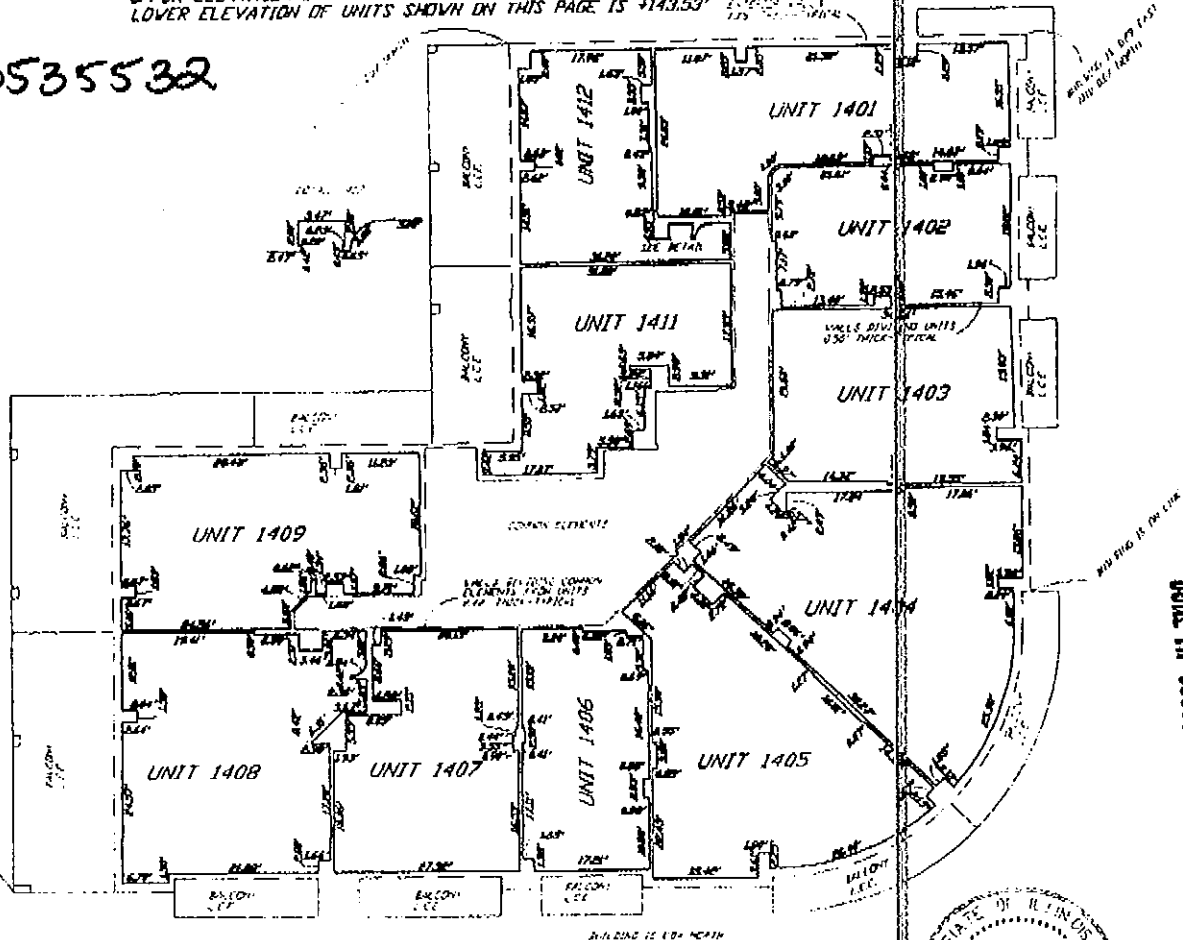
UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +153.54'

LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +143.53'

0020535532

DOCUMENT

WITH THIS EXHIBIT



RECEIVED IN BAD CONDITION

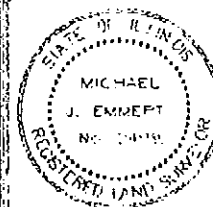
DONE AT CUSTOMER'S REQUEST

STATE OF ILLINOIS)
COUNTY OF COOK)

MICHAEL J. EMMERT SURVEYS INC. DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

DATED THIS 28TH DAY OF APRIL A.D. 2002

BY:
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
115 West Palatine Road
Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999

0020597482

0020597482

North

1-Exhibit

CONDOMINIUM SURVEY

340 WEST SUPERIOR CONDOMINIUMS

7TH. AMENDMENT TO EXHIBIT D

PAGE 1 OF 1 - 15TH. FLOOR

W — E

S



1 IN. = 16 FT.
VERIFY SCALE
AGAINST THIS
GRAPHIC

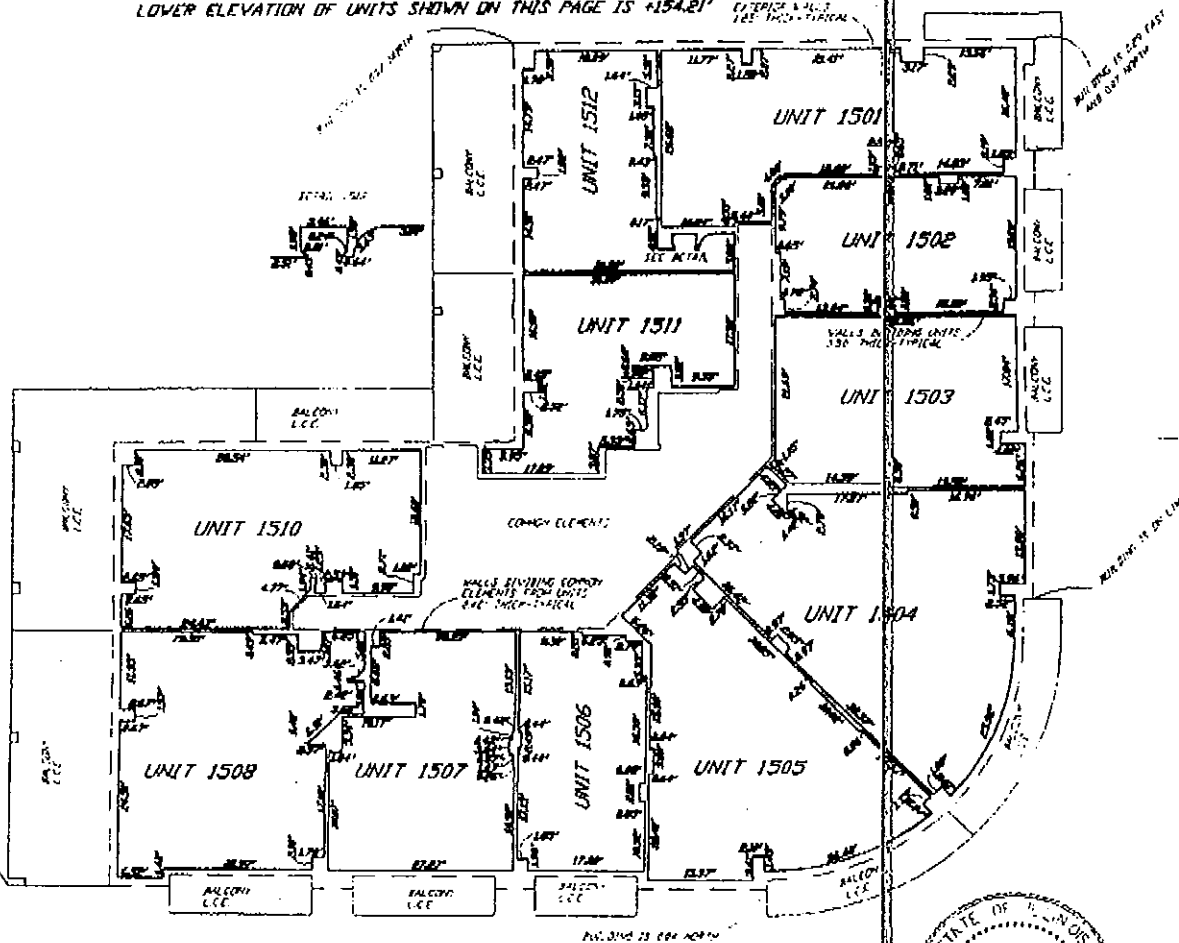
THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF THE 14TH FLOOR CEILING (ELEVATION 153.54 FEET AND BELOW THE CONCRETE SURFACE OF THE 15TH FLOOR CEILING (ELEVATION 164.18 FEET)

HORIZONTAL PLANES SHOWN HEREDY ARE MEASURED FROM, TO AND ALONG INTERIOR SURFACE OF DRYWALL. WALL THICKNESS' ARE AS NOTED. INTERIOR VERTICAL PLANES SHOWN HEREDY ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING. ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET. ELEVATION IS 13.306 FEET. UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +164.18' LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +154.21'

DOCUMENT
WITH THIS EXHIBIT

DONE AT CUSTOMER'S REQUEST

RECEIVED IN BAD CONDITION

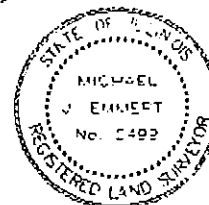


STATE OF ILLINOIS
COUNTY OF COOK

MICHAEL J. ENMERT SURVEYS INC., DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREIN DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREDY, THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

DATED THIS 13TH DAY OF MAY A.D. 2002

BY: *Michael J. Emmert*
MICHAEL J. ENMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
118 West Palatine Road
Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999

North

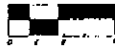
1-Exhibit

CONDOMINIUM SURVEY 340 WEST SUPERIOR CONDOMINIUM 8TH. AMENDMENT TO EXHIBIT D PAGE 1 OF 1 - 16TH. FLOOR

0020612616

W — E

S



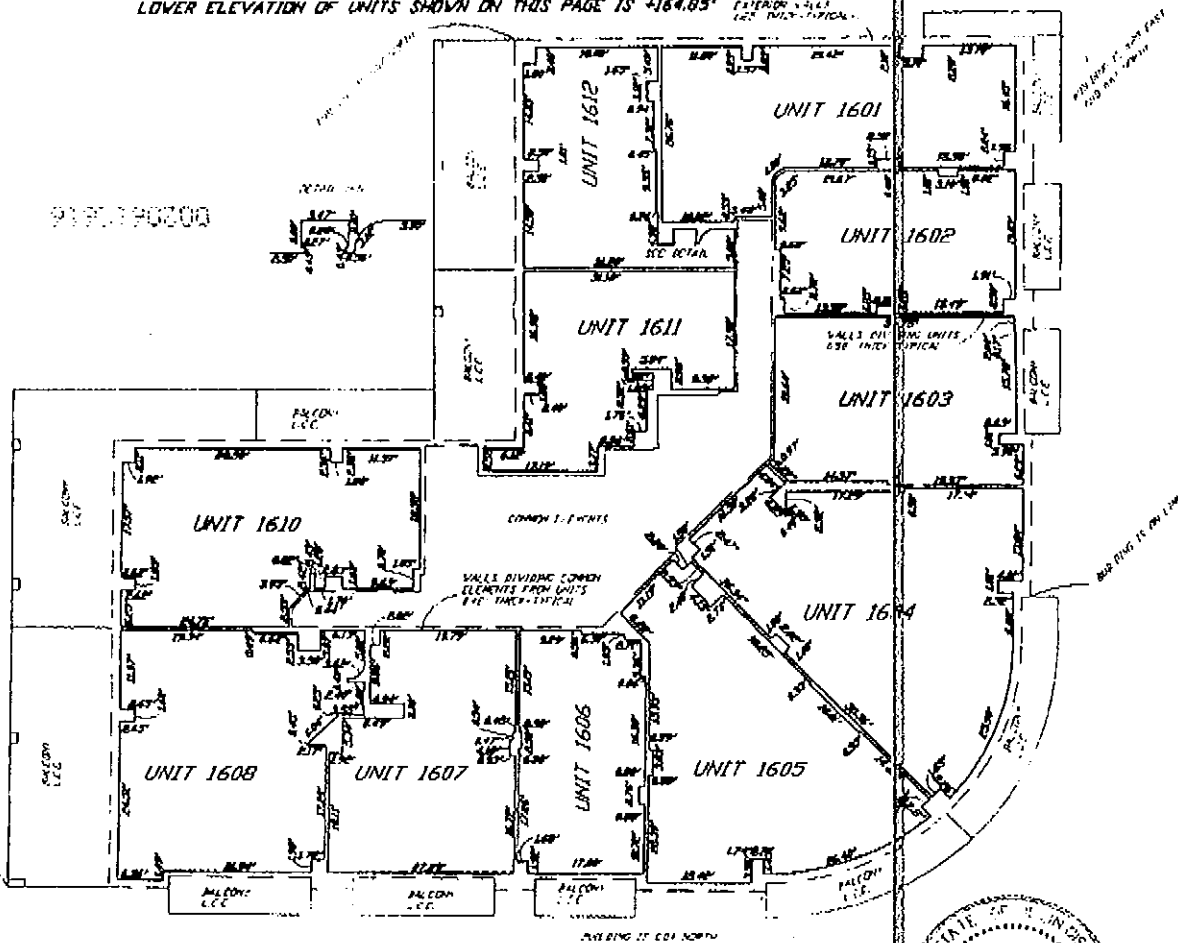
1 IN. = 16 FT.
VERIFY SCALE
AGAINST THIS
GRAPHIC

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF THE 15TH FLOOR CEILING (ELEVATION 164.18 FEET AND BELOW THE CONCRETE SURFACE OF THE 16TH FLOOR CEILING (ELEVATION 178.25 FEET)

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR SURFACE OF DRYWALL.
WALL THICKNESS ARE AS NOTED
INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING.
ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET. ELEVATION IS 13.306 FEET
UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +178.25'
LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +164.85'

DOCUMENT
WITH THIS EXHIBIT

919.190300



RECEIVED IN BAD CONDITION

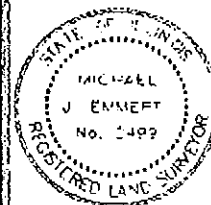
RECEIVED IN BAD CONDITION

STATE OF ILLINOIS)
COUNTY OF COOK)

MICHAEL J. EMMERT SURVEYS INC., DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

DATED THIS 13TH DAY OF MAY A.D. 2002

BY: *[Signature]*
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
115 West Palatine Road
Palatine, Illinois 60067-5103
Office 800/991-6898
Fax 991-4999

0020706468 Page 1 of 1

North

W —  — E

 1 IN. = 16 FT.
 VERIFY SCALE
 AGAINST THIS
 GRAPHIC

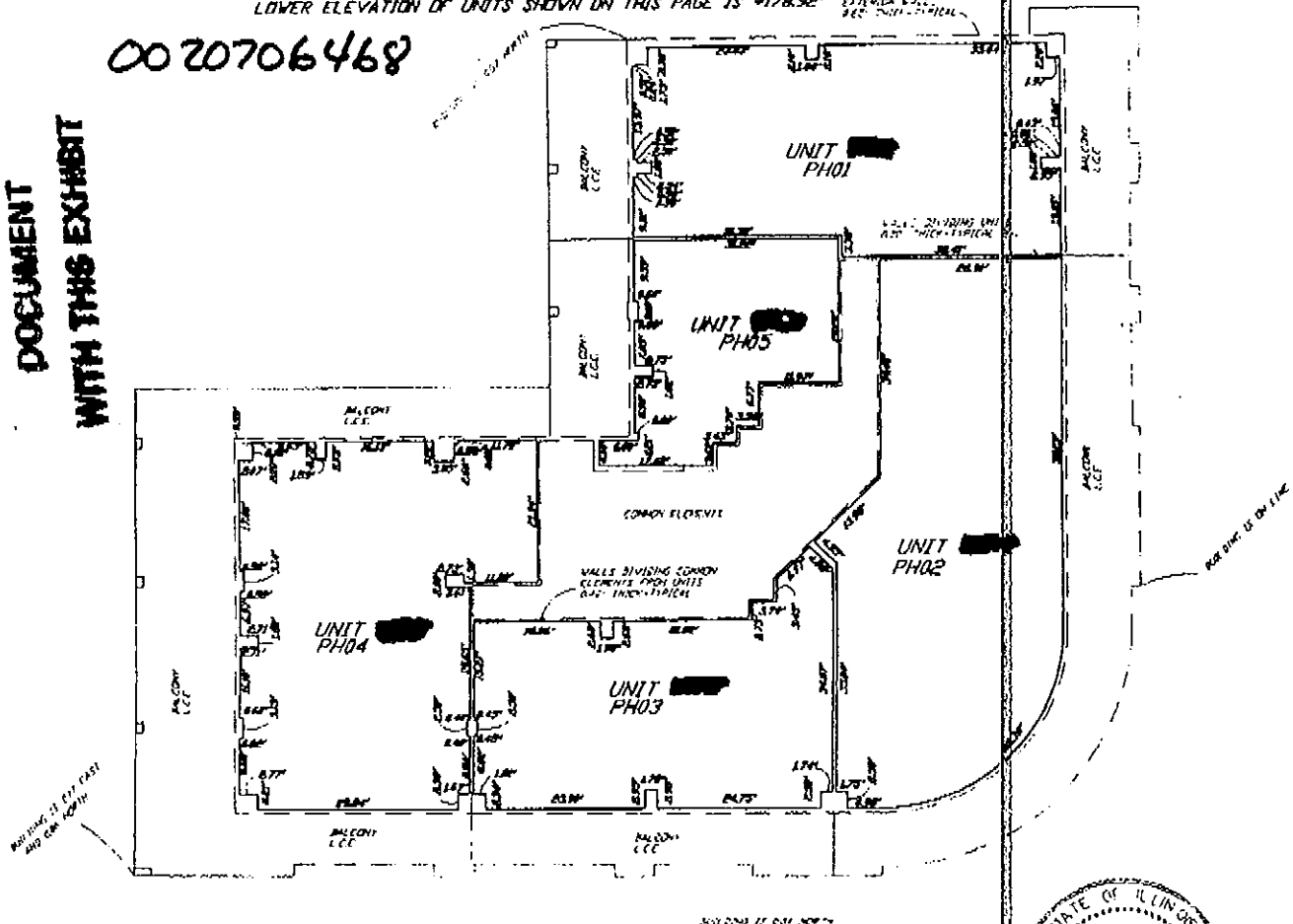
1-Exhibit
CONDOMINIUM SURVEY
340 WEST SUPERIOR CONDOMINIUMS
9TH. AMENDMENT TO EXHIBIT D
PAGE 1 OF 1 - 17TH. FLOOR

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF THE 16TH FLOOR CEILING (ELEVATION 178.25 FEET

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR SURFACE OF DRYWALL.
 WALL THICKNESS ARE AS NOTED
 INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING.
 ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET, ELEVATION IS 19.806 FEET
 UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +190.77'
 LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +178.98'

0020706468

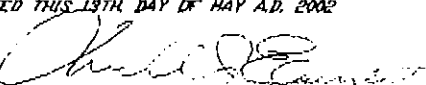
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WITH THIS EXHIBIT

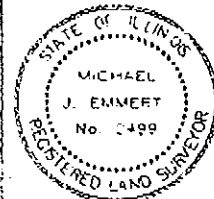


STATE OF ILLINOIS)
 COUNTY OF COOK)

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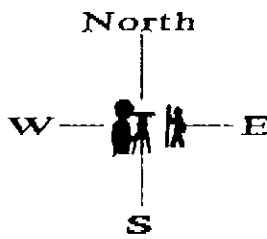
DATED THIS 19TH DAY OF MAY A.D. 2002

BY: 
 MICHAEL J. EMMERT, PRESIDENT
 PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
 113 West Palatine Road
 Palatine, Illinois 60067-3103
 Office 800/991-6898
 Fax 991-4999

0020827456 1-Exhibit



CONDOMINIUM SURVEY 340 WEST SUPERIOR CONDOMINIUMS 10 TH. AMENDMENT TO EXHIBIT D PAGE 1 FIRST FLOOR

HORIZONTAL PLACES SHOWN HEREON ARE MEASURED FROM TO AND ALONG INTERIOR CONCRETE SURFACE OF EXTERIOR WALLS, TO AND ALONG INTERIOR CONCRETE SURFACE, STRIPPED PAINTING LINES AND FROM MAXIMUM PLACES DEFINING UNITS.
WALL THICKNESS ARE AS NOTED

INTERIOR VERTICAL PLACES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR OR BOTTOM OF CONCRETE CEILING

ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF WESTNUT STREET. ELEVATION IS 13.306 FEET

UPPER ELEVATION AT STARKWELL IS +30.07'
LOWER ELEVATION AT STARKWELL IS +13.80'

0020827456
2002-07-29 16:10:34
10 TH. AMENDMENT TO EXHIBIT D PAGE 1

NORTHWEST CORNER OF LOT 16
BEGINNING EXCEPTION 'H'
BUILDING IS 0.29 EAST
AND 0.07 NORTH

BUILDING IS 0.29 EAST
AND 0.06 NORTH
NORTHWEST CORNER OF LOT 16
PLACE OF BEGINNING EXCEPTION 'H'

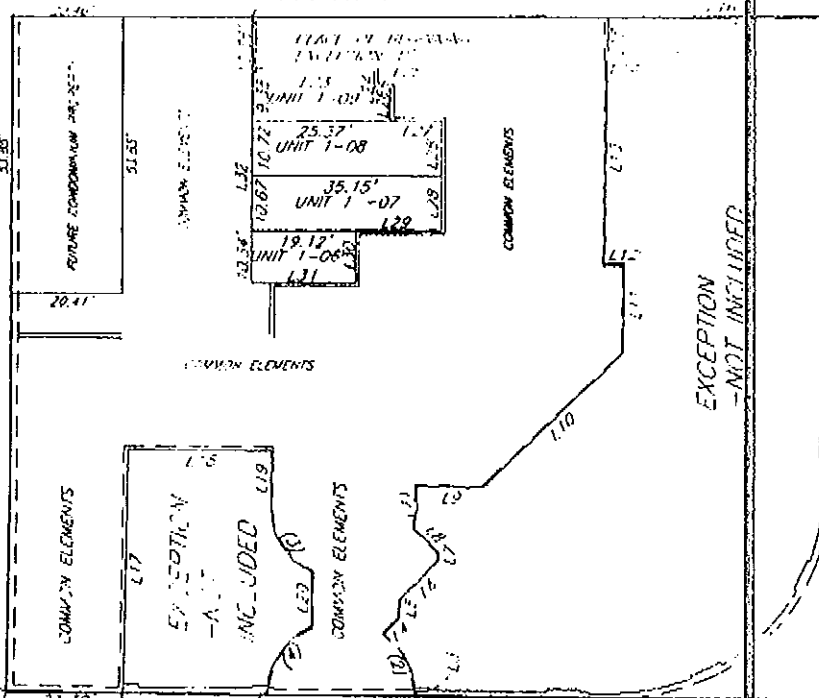
LINE TABLE 'C'

Line	Bearing	Distance
L23	S 89°48'00"E	22.40'
L24	S 00°03'17"W	3.01'
L25	S 89°48'00"E	4.95'
L26	S 00°03'17"W	6.57'
L27	S 89°48'00"E	9.75'
L28	S 00°03'17"W	31.39'
L29	N 89°48'00"W	16.08'
L30	S 00°03'17"W	10.34'
L31	N 89°48'00"W	12.14'
L32	N 00°12'00"E	41.11'

LINE TABLE 'A'

Line	Bearing	Distance
L17	N 00°22'15"E	46.13'
L18	S 89°11'42"E	26.35'
L19	S 00°34'42"W	11.16'
L20	S 00°03'13"E	10.25'
L21	S 00°12'00"W	1.75'
L22	N 89°48'00"W	26.32'

BUILDING IS 0.17 EAST
AND 0.06 NORTH
SOUTHWEST CORNER OF
LOT 16
COMMENCEMENT EXCEPTION 'A'
PLACE OF BEGINNING
EXCEPTION 'A'



LINE TABLE 'B'

Line	Bearing	Distance
L1	S 10°30'00"E	129.61'
L2	N 89°48'00"W	75.42'
L3	N 00°12'00"E	1.04'
L4	N 44°09'07"E	4.07'
L5	N 00°16'08"E	3.36'
L6	N 44°44'38"E	10.33'
L7	N 00°03'04"W	1.74'
L8	N 45°29'12"W	6.52'
L9	S 89°18'14"E	12.33'
L10	N 45°10'24"E	35.82'
L11	N 00°16'47"E	17.47'
L12	N 89°31'55"W	3.70'
L13	N 00°28'05"E	39.18'
L14	S 89°31'55"E	0.15'
L15	N 00°28'05"E	8.27'
L16	S 89°48'00"E	40.77'

BUILDING IS ON LINE

CURVE TABLE 'A' AND 'B'

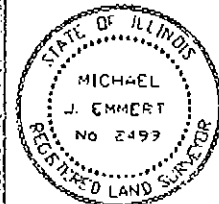
NO.	RADIUS	ARC	CHORD	CHORD BEARING
(1)	28.96'	7.78'	7.76'	N 03°27'51"E
(2)	18.81'	12.06'	11.68'	N 30°03'14"W
(3)	18.85'	14.83'	13.96'	S 33°14'02"E
(4)	18.80'	14.23'	13.67'	S 35°08'23"W

STATE OF ILLINOIS
COUNTY OF COOK

MICHAEL J. EMMERT SURVEYS INC., DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN CORRECTLY SHOWS THE RELATION OF BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS NOTED.

DATED THIS 10TH DAY OF JULY A.D. 2002

BY:
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



Michael J. Emmert Surveys, Inc.
115 West Palatine Road
Palatine, Illinois 60067-3103
Office 800/991-6898
Fax 991-4999

CONDOMINIUM SURVEY
340 WEST SUPERIOR CONDOMINIUMS
SPECIAL AMENDMENT TO EXHIBIT D PAGE 1
LEGAL DESCRIPTION

2-Exhibits

DOCUMENT
WITH THIS EXHIBIT

0020442314

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF GROUND LEVEL FIRST FLOOR (ELEVATION 13.40) AND LYING BELOW THE CONCRETE SURFACE OF CEILING OF THE 10TH FLOOR (ELEVATION 121.81)

North 3-exhibits

CONDOMINIUM SURVEY

340 WEST SUPERIOR CONDOMINIUMS

2ND, SPECIAL AMENDMENT TO EXHIBIT D

PAGE 1 OF 3 - 11TH. FLOOR

0020612615

W — N — E

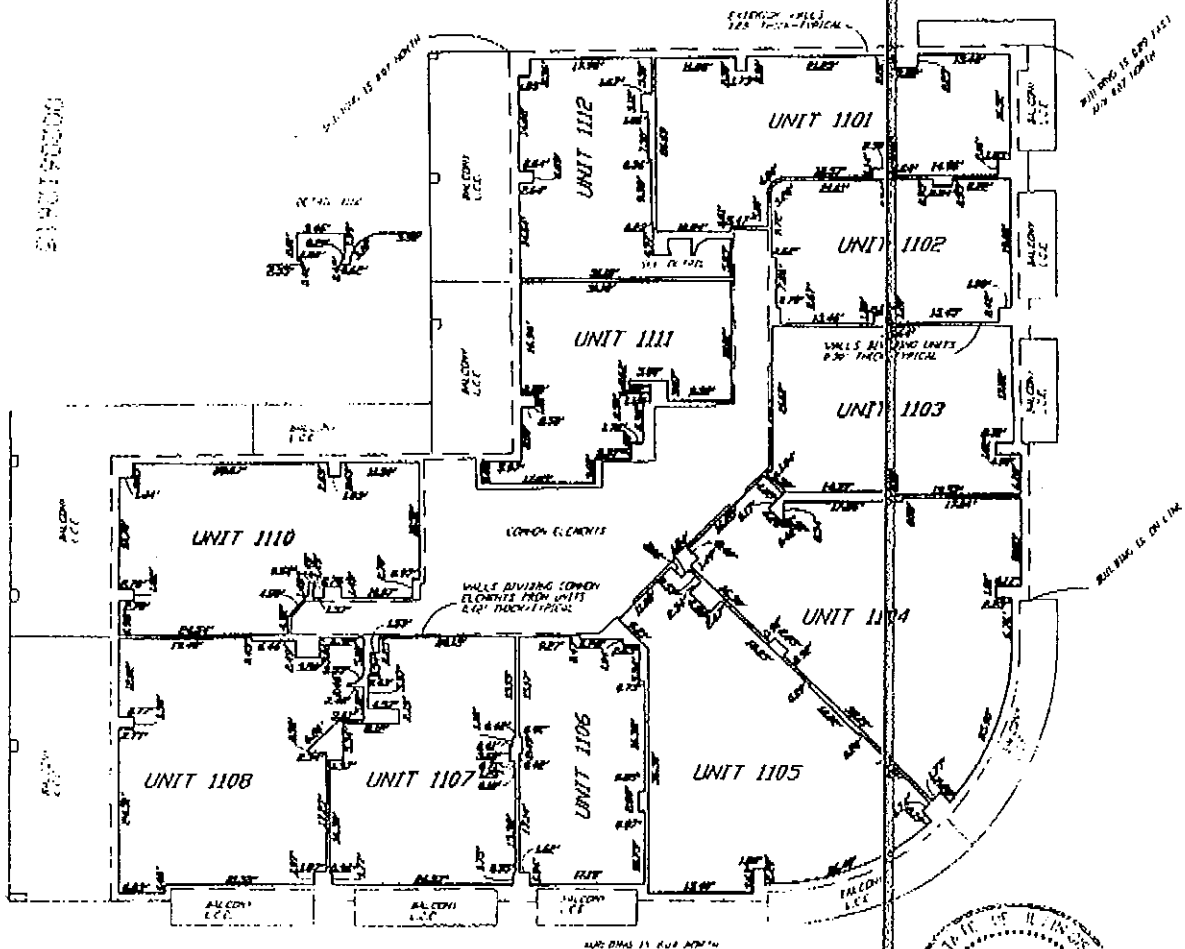
S

1 IN. = 10 FT
VERIFY SCALE
AGAINST THE
GRAPHIC

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR SURFACE OF DRYWALL.
WALL THICKNESS ARE AS NOTED
INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING.
ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET. ELEVATION IS 13.308 FEET
UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +132.24'
LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +132.21'

DOCUMENT
WITH THIS EXHIBIT

RECEIVED IN BAD CONDITION

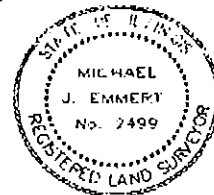


STATE OF ILLINOIS)
COUNTY OF COOK)

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DATED THIS 13TH DAY OF MAY A.D. 2002

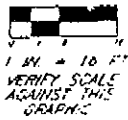
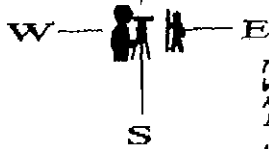
BY: *Michael J. Emmert*
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



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0020612615

North



CONDOMINIUM SURVEY
340 WEST SUPERIOR CONDOMINIUMS
2ND. SPECIAL AMENDMENT TO EXHIBIT D
PAGE 2 OF 3 - 12TH. FLOOR

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND
WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF THE 11TH FLOOR CEILING (ELEVATION 132.24 FEET AND
BELOW THE CONCRETE SURFACE OF THE 12TH FLOOR CEILING (ELEVATION 142.85 FEET)

HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR SURFACE OF
DRYWALL.

WALL THICKNESS ARE AS NOTED

INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM
OF CONCRETE CEILING.

ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 10 LOCATED 114
FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF
CHESTNUT STREET, ELEVATION IS 13.306 FEET

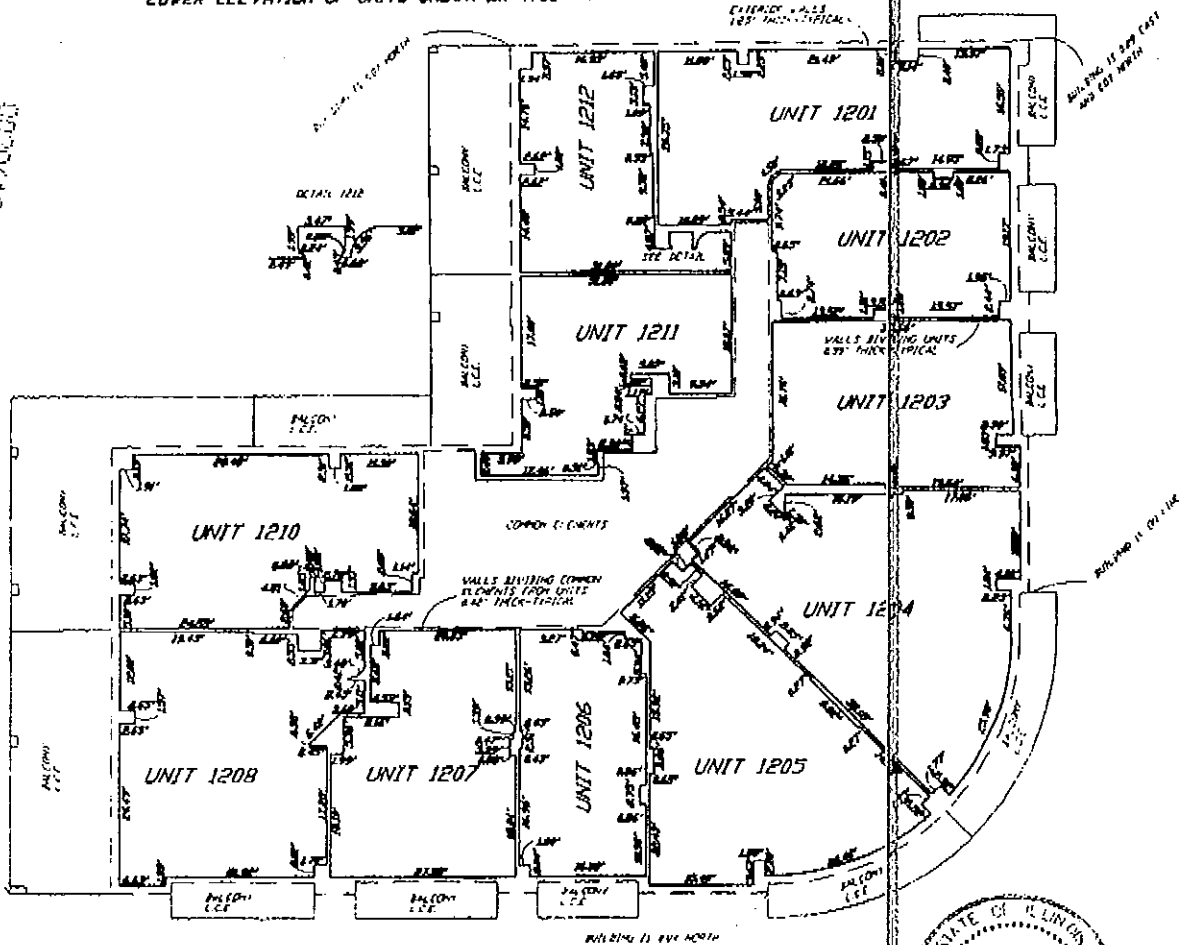
UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +142.85'

LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +132.91'

DOCUMENT
WITH THIS EXHIBIT

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RECEIVED IN BAD CONDITION

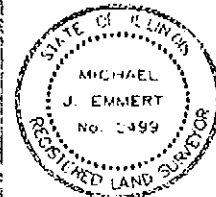


STATE OF ILLINOIS)
COUNTY OF COOK)

MICHAEL J. EMMERT SURVEYS INC., DOES HEREBY CERTIFY THAT WE HAVE SURVEYED THE
ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON CORRECTLY SHOWS THE RELATION OF
BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND AS INDICATED HEREON THAT
THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING
BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID
LAND, EXCEPT AS NOTED

DATED THIS 13TH DAY OF MAY A.D. 2002

BY:
MICHAEL J. EMMERT, PRESIDENT
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2499



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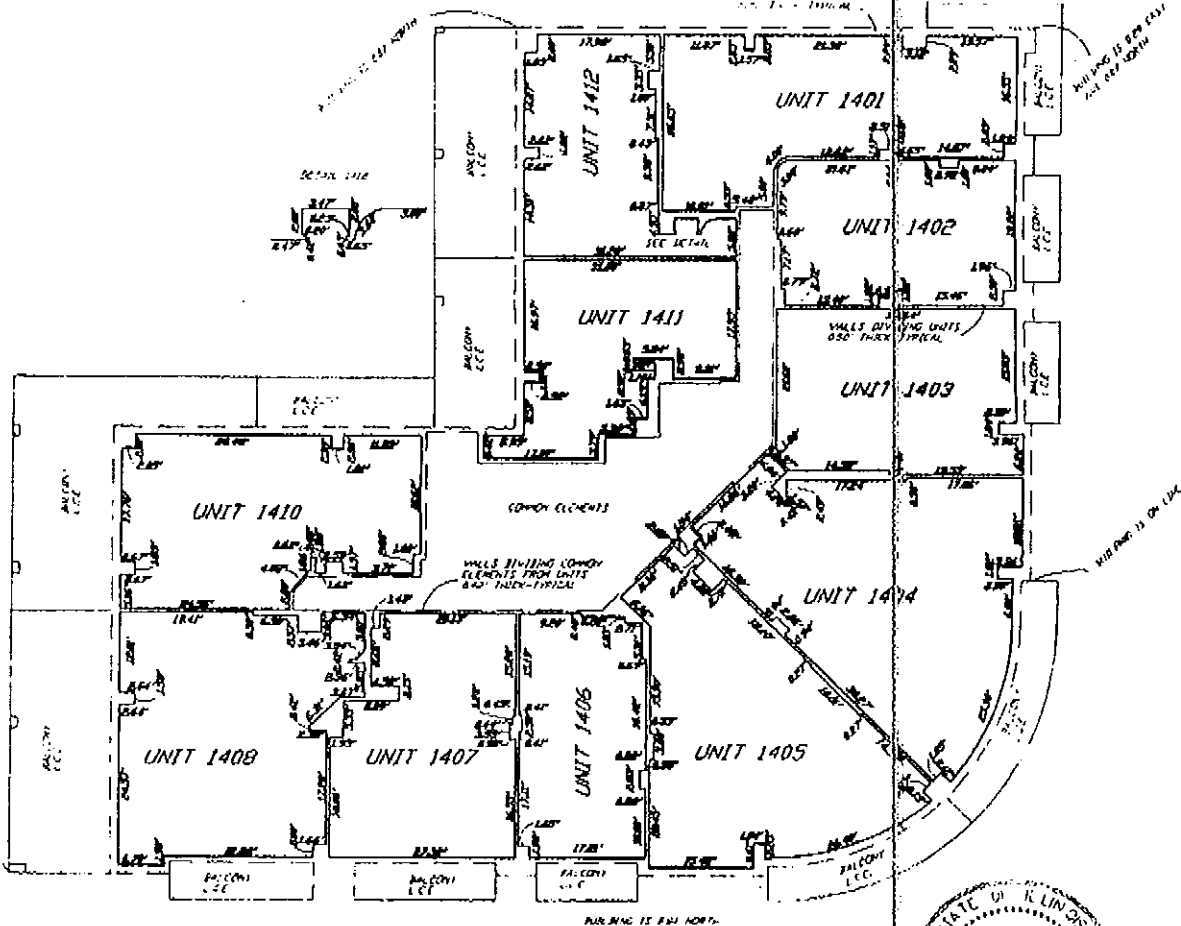
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CONDOMINIUM SURVEY
340 WEST SUPERIOR CONDOMINIUMS
2ND. SPECIAL AMENDMENT TO EXHIBIT D
PAGE 3 OF 3 - 14TH. FLOOR

THAT PART OF LOTS 11, 12, 13, 14, 15 AND 16, BOTH INCLUSIVE, IN BLOCK 18 IN BUTLER WRIGHT AND WEBSTER'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE THE CONCRETE SURFACE OF THE 12TH FLOOR CEILING (ELEVATION 142.85 FEET AND BELOW THE CONCRETE SURFACE OF THE 14TH FLOOR CEILING (ELEVATION 153.54 FEET)


HORIZONTAL PLANS SHOWN HEREIN ARE MEASURED FROM, TO AND ALONG INTERIOR SURFACE OF DRYWALL.
WALL THICKNESSES ARE AS NOTED.
INTERIOR VERTICAL PLANS SHOWN HEREIN ARE MEASURED FROM TOP OF CONCRETE FLOOR TO BOTTOM OF CONCRETE CEILING.
ELEVATIONS ARE IN RELATION TO CITY OF CHICAGO STANDARD BENCHMARK NUMBER 114 FEET EAST OF THE EAST LINE OF FRANKLIN STREET AND 11 FEET SOUTH OF THE NORTH LINE OF CHESTNUT STREET. ELEVATION IS 12.306 FEET.
UPPER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +153.54'
LOWER ELEVATION OF UNITS SHOWN ON THIS PAGE IS +142.53'

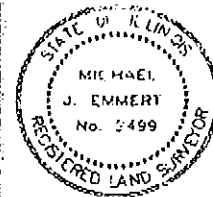


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DATED THIS 13TH DAY OF MAY A.D. 2002

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