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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RECIPROCAL EASEMENTS**

FOR

**2454 - 56 N. ASHLAND
CHICAGO, ILLINOIS**

GIT 4264 881 1/2 MJ

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RECIPROCAL EASEMENTS FOR
2454-56 NORTH ASHLAND
CHICAGO, ILLINOIS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS (this "Agreement" or this "REA") is made and entered into as of the 9th day of August 2000 by 2454 NORTH ASHLAND, LLC, an Illinois limited liability company ("Declarant").

RECITALS:

- A. Capitalized terms used and not otherwise defined in the Recitals shall have the meanings set forth in Article 1 hereof.
- B. Declarant is the Owner of the Parcel, which is situated in Chicago, Cook County, Illinois and is legally described in Exhibit A, attached hereto and made a part hereof.
- C. The Parcel is presently improved with a four (4) story apartment building which includes certain retail space on the ground floor of said building.
- D. Declarant intends either to hold title to the Retail Property itself or to convey title to the Retail Property to a third party.
- E. The Residential Property and the Retail Property are functionally dependent on the other for structural support, enclosure, ingress and egress, utility services and other facilities and components necessary to the efficient operation and intended use of the Residential Property and the Retail Property.
- F. Declarant has submitted the Residential Property to the Act, but the Retail Property has not been submitted to the Act and Declarant does not intend to submit the Retail Property to the Act.
- G. Declarant desires by this Agreement to provide for the efficient operation of each respective portion, estate and interest in the Total Property, to assure the harmonious relationship of the Owners of each such respective portion, estate or interest in the Total Property, and to protect the respective values of each such portion, estate and interest in the Total Property, by providing for, declaring and creating certain easements, covenants and restrictions against and affecting the Residential Property and the Retail Property which will be binding upon each present and future Owner of the Residential Property and of the Retail Property, or of any portion thereof or interest or estate therein.

NOW, THEREFORE, Declarant hereby declares that the Total Property and any part thereof is and shall be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed and accepted subject to this Agreement, and declares that each of the following easements, covenants, conditions, restrictions, burdens, uses, privileges, and charges

created hereunder shall exist at all times hereafter among, and be binding upon and inure, to the extent provided herein, to the benefit of, all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Total Property and each of the foregoing shall run with the land subjected to this Agreement.

ARTICLE 1

DEFINITIONS

As used herein, the following terms shall have the following meanings:

1.1 "Act" means the Condominium Property Act of the State of Illinois in effect on the date hereof, as amended from time to time.

1.2 "Building" means that certain four (4) story apartment building commonly known as 2454-56 N. Ashland or 1601 West Altgeld, Chicago, Illinois.

1.3 "Common Elements" means all portions of the Residential Property submitted from time to time to the Act pursuant to the Condominium Declaration except the Units.

1.4 "Common Expenses" means the proposed or actual expenses affecting the Total Property, as determined by the Condominium Association in accordance with the Condominium Declaration.

1.5 "Common Walls, Floors and Ceilings" means all common structural and partition walls, floors and ceilings situated on or adjoining the Residential Property and the Retail Property, or located on one such property but forming the walls, floors or ceilings of the other property.

1.6 "Condominium Association" means an Illinois not for profit corporation formed for the purpose of administering the Residential Property pursuant to the Act. The Condominium Association shall be the agent and representative of the Owners of the Residential Property whenever there is more than one Owner of the Residential Property. In such instances, whenever this Agreement requires or allows for actions to be taken by the Owner of the Residential Property, the Condominium Association shall be the party to act for and on behalf of the Owners of the Residential Property.

1.7 "Condominium Declaration" means that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 2454-56 N. Ashland, a Condominium dated as of _____, 2000 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. _____, or any declaration of condominium ownership and of easements, restrictions, covenants and by-laws which submits the Residential Property to the provisions of the Act, together with any amendments and supplements thereto.

1.8 “Declarant” means 2454 North Ashland, LLC, an Illinois limited liability company, its successors and assigns and any other person or entity designated by Declarant to be Declarant.

1.9 “Declaration” means this Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements, including all exhibits, amendments and supplements thereto.

1.10 “Easements” means all easements granted, reserved, provided for, declared or created pursuant to or in accordance with the terms and provisions of this Agreement.

1.11 “Emergency Situation” means a situation impairing or imminently likely to impair structural support of the Building or causing or imminently likely to cause bodily injury to persons or substantial physical damage to the Total Property or any property in, on, under, within, upon or about the Total Property. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

1.12 “Facilities” means all components of the chilled and heating hot water, condenser water, domestic water, sanitary waste, storm water, electrical, gas, and all other utility systems forming a part of the Building and designed or utilized to furnish utility and other services to any portion of the Building, including but not limited to the following components of such systems: antennae, boilers, boxes, brackets, cabinets, cables, chutes, coils, conduits, controls, control centers, couplers, dampers, devices, ducts, equipment, fans, fixtures, generators, hangers, heat exchangers, junctions, lines, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, switches, systems, transformers, valves, wiring and the like.

1.13 “Improvements” means the Residential Improvements and the Retail Property.

1.14 “Maintenance” means and includes operation, maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, painting, installation and replacement when necessary or desirable of Facilities or of such other portions of the Improvements and includes the right of access to and the right to remove from the Improvements portions of such Facilities for any of the above purposes, subject, however, to any limitations set forth elsewhere in this Agreement.

1.15 “Mortgage” means a mortgage or trust deed in the nature of a mortgage on the Common Elements of the Residential Property or on the Retail Property, but shall not include a mortgage or trust deed on a Unit in the Residential Property.

1.16 “Mortgagee” means the holder of a Mortgage.

1.17 “Owner” means either the Owner of the Residential Property or the Owner of the Retail Property, as the context requires. “Owners” means the Owner of the Residential Property and the Owner of the Retail Property. If and so long as any portion of the Residential Property constitutes condominium property subject to the Act, the Owner of such Residential Property shall mean collectively all of the Unit Owners in and to such Residential Property and not individually, and the rights of such Owner shall be exercised by the Condominium Association by its Board of Managers administering such Residential Property on behalf of its Unit Owners,

except for such rights or benefits expressly granted to its Unit Owners, and except for Easements which by their nature are exercisable only by Unit Owners. In the event of any action taken by the Condominium Association's Board of Managers, the Unit Owners shall be bound as if such Unit Owners had expressly consented and agreed to such actions by the Condominium Association. All obligations under this Agreement of the Owner of the Residential Property shall be obligations jointly and severally of both the Condominium Association and all Unit Owners in such Residential Property and any lien arising against the Owner of the Residential Property may be imposed against the Units of all such Unit Owners based upon their percentages of interest in the Common Elements appurtenant to such Residential Property.

1.18 "Owner of the Residential Property" means the person or entity (or persons or entities if more than one) at any time in question, holding fee simple title to the Residential Property. Whenever there is more than one Owner of the Residential Property and actions are or must be taken by or on behalf of the Owners of the Residential Property, the Condominium Association shall act for and on behalf of the Owners of the Residential Property and shall be the sole authorized representative and agent of the Owners of the Residential Property in connection with this Agreement.

1.19 "Owner of the Retail Property" means the person or entity (or persons or entities if more than one) at any time in question holding fee simple title to the Retail Property.

1.20 "Parcel" means the parcel of real estate legally described on Exhibit A attached hereto.

1.21 "Parking Area" means the area labeled "Garage" on the Plat. The Parking Area includes both Residential Parking Spaces and Retail Parking Spaces.

1.22 "Plat" shall have the meaning set forth in the Condominium Declaration.

1.24 "Recorder" means the Recorder of Deeds of Cook County, Illinois.

1.25 "Residential Improvements" means all improvements constructed or reconstructed upon and within the Parcel, including, without limitation, the Building, the Facilities, sidewalks and landscaping located in, on or under the Parcel, but excluding the Retail Property.

1.26 "Residential Parking Spaces" means the parking spaces labeled G-1 to G-12 on the Plat.

1.27 "Residential Property" means the portion of the Parcel containing the Residential Improvements, as legally described in Exhibit B attached hereto and made a part hereof.

1.26 "Retail Parking Spaces" means the parking spaces labeled P-1 to P-5 on the Plat.

1.27 "Retail Property" means all improvements and Facilities constructed or reconstructed within or exclusively serving the retail space on the ground floor of the Building, but excluding any Facilities exclusively serving the Residential Property, which Retail Property is legally described in Exhibit C attached hereto and made a part hereof.

1.28 "Total Property" means the Residential Property and the Retail Property.

1.29 "Unavoidable Delay" means fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, lockouts inability to obtain labor or materials, war or national defense presumptions, acts of God, energy shortages or similar causes beyond the reasonable control of an Owner (other than inability to make payment of money) which excuses the timely performance of any obligation created hereunder. The time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. The Owner unable to perform shall notify the other Owner in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. Such non-performing Owner shall, from time to time upon written request of the other Owner, keep the other Owner fully informed, in writing, of all further developments concerning any such Unavoidable Delay.

1.30 "Unit" means any portion of the Residential Property submitted to the Act described as a "Unit" in the Condominium Declaration.

1.31 "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple Ownership of a Unit Ownership.

1.32 "Unit Ownership" means a part of any portion of the Residential Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

ARTICLE 2

EASEMENTS IN FAVOR OF RETAIL PROPERTY

2.1 The following perpetual Easements in, to, under, over, upon, through and about portions of the Residential Property in favor of the Retail Property are hereby granted, reserved, declared and created (the term "Granted" or "granted" as hereinafter used in describing Easements shall be deemed to mean "granted, reserved, declared and created").

(a) A non-exclusive Easement in and to all structural members, footings, caissons, foundations, column and beams and any other supporting components located in or constituting a part of the Residential Property, for the support and Maintenance of (i) the Retail Property and (ii) any Facilities located in the Residential Property with respect to which the Owner of the Retail Property is granted an Easement under this Agreement.

(b) A non-exclusive Easement for access to and the use for their intended purposes and Maintenance of all Facilities located in the Residential Property and connected to Facilities located in the Retail Property (and any replacement thereof) which exclusively serve the Retail Property with any utilities or other services, including without limitation, the HVAC systems serving the Retail Property, and the mechanical, electrical, and fire suppression systems in the basement of the Building.

(c) A non-exclusive Easement, permitting encroachments in the event and to the extent that, by reason of the original construction, any construction between the date of original construction and the date hereof or any reconstruction or replacement authorized by the terms of

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this Agreement of any part of the Retail Property or the subsequent settlement or shifting of any part of the Retail Property, any part of the Retail Property encroaches or shall hereafter encroach upon any part of the Residential Property. Such Easement permitting encroachments shall exist only as long as the encroaching portion of the Retail Property continues to exist.

(d) An Easement (i) in and to all common walls, floors and ceilings serving the Retail Property and (ii) for the use of such common walls, floors and ceilings.

(e) A non-exclusive easement for ingress and egress by persons, materials and equipment over, on, across and through the perimeter doors serving the Retail Property exclusively.

(f) A non-exclusive easement for ingress and egress by the Owner of the Retail Property, its employees, agents, lessees and lessees' employees and agents, materials and equipment over, on, across and through the perimeter doors serving nonexclusively the Retail Property, including a non-exclusive easement for ingress and egress through and over the first floor areas of the Residential Property, including the common element corridors, providing indoor access to the Retail Property, and a non-exclusive easement for ingress and egress through and over the Parking Area, expressly excluding the Residential Parking Spaces, providing indoor access from the Retail Parking Spaces to the Retail Property.

(g) A non-exclusive easement for vehicular ingress and egress by Owner, Owners' employees, agents, lessees and lessees' employees and agents over, on, across and through the Parking Area for access to the Retail Parking Spaces.

2.2 Each Easement created under this Article 2 which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Residential Property shall be subject (except in an Emergency Situation) to such reasonable limitations, including, without limitation, rules and regulations, as the Owner of the Residential Property may, from time to time, impose with respect to the use of such Easements, including, without limitation, the establishment of limited hours of the day or days of the week during which such Easements may be used to prevent any unreasonable interference with the use and operation of the applicable portion of the Residential Property and in order to assure the reasonable security of the applicable portion of the Residential Property; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any Easement.

2.3 Easements provided for, declared or created under this Article 2 shall be binding upon the Residential Property and each Owner of the Residential Property and shall run in favor of and inure to the benefit of and be appurtenant to the Retail Property and each portion thereof.

ARTICLE 3

EASEMENTS IN FAVOR OF RESIDENTIAL PROPERTY

3.1 The following perpetual Easements in, to, under, over, upon, through and about portions of the Retail Property in favor of the Residential Property are hereby granted:

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(a) A non-exclusive Easement in and to all structural members, footings, caissons, foundations, column and beams and any other supporting components located in or constituting a part of the Retail Property for the support and Maintenance of (i) the Residential Improvements and (ii) any Facilities located in the Retail Property with respect to which the Owner of the Residential Property is granted an Easement under this Agreement.

(b) A non-exclusive Easement for access to and the use for their intended purposes and Maintenance of all Facilities located in the Retail Property and connected to Facilities located in the Residential Property (and any replacement thereof) which provide the Residential Property with any utilities or other services.

(c) A non-exclusive Easement permitting encroachments in the event and to the extent that, by reason of the original construction, any construction between the date of original construction and the date hereof or any reconstruction or replacement authorized by the terms of this Agreement of the Residential Improvements or the subsequent settlement or shifting of any part of the Residential Improvements, any part of the Residential Improvements encroaches or shall hereafter encroach upon any part of the Retail Property. Such Easement permitting encroachments shall exist only as long as the encroaching portion of the Residential Improvements continues to exist.

(d) An Easement (i) in and to all Common Walls, Floors And Ceilings serving the Residential Property and (ii) for the use of such Common Walls, Floors And Ceilings.

3.2 Each Easement created under this Article 3 which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Retail Property shall be subject (except in an Emergency Situation) to such reasonable limitations, including, without limitation, rules and regulations, as the Owner of the Retail Property may, from time to time, impose with respect to the use of such Easements, including, without limitation, the establishment of limited hours of the day or days of the week during which such Easement may be used to prevent any unreasonable interference with the use and operation of the Retail Property and in order to assure the reasonable security of the Retail Property; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any such Easement.

3.3 Easements provided for, declared or created under this Article 3 shall be binding upon the Retail Property and the Owner of the Retail Property and shall run in favor of and inure to the benefit of and be appurtenant to the Residential Property.

ARTICLE 4**SERVICES TO AND OBLIGATIONS OF OWNER**

4.1 The Owner of the Retail Property shall furnish, or cause to be furnished, as and when necessary, services to the Retail Property as follows:

(a) **Building Exterior.** Exterior entry doors, windows, doors or plate glass and store fronts exclusively serving the Retail Property;

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(b) Exterior Lighting. Maintenance, repair and replacement of all exterior lighting of that portion of the Building exclusively occupied by the Retail Property;

(c) Snow and Ice Removal. Removal of snow and ice from side walks leading to street level entrances which exclusively serve the Retail Property.

Pursuant to the construction of the Building, the Owners anticipate that any and all utility services (e.g., electric, gas, sewer, water, and telephone) serving the Retail Property shall, to the extent possible, serve each of the Retail Property and Residential Property separately and be so metered, such that the Owner of the Retail Property shall pay its cost of such services separately to any third-party. Notwithstanding the foregoing, the Owner of the Retail Property shall be responsible for the cost of all services provided to the Retail Property by the Owner of the Residential Property as set forth in Section 4.2 below.

4.2 The Owner of the Residential Property shall furnish, or cause to be furnished, as and when necessary, services to the Owner of the Retail Property with respect to the Total Property and the Common Elements on the same basis as such services are provided to residents of the Residential Property (including the Retail Property Owner's obligation to pay for such services pursuant to the allocation of costs set forth in Section 4.4(a) and to the extent required thereby, including but not limited to the following:

(a) Facade. Maintenance, repair and replacement of the Building façade for all portions of the Building other than that occupied by the Retail Property;

(b) Exterior Lighting. Maintenance, repair and replacement of all exterior lighting for all portions of the Building other than that occupied by the Retail Property;

(c) Snow and Ice Removal. Removal of snow and ice from sidewalks leading to all street level entrances to the Building which exclusively serve Common Elements;

(e) Roof. Maintenance, repair and replacement of the roof of the Building;

(f) Other Services. Maintenance, repair and replacement of, and providing for, garage (including surfaces and doors), sidewalks and grounds supplies, maintenance salaries, engineer's unit expense (if any), fire and life safety, exterminating, Common Element electrical maintenance, general and administrative salaries, Building office expenses, Building insurance, fees for professional services, miscellaneous general and administrative expenses, and capital reserve allowances; and

(g) Utilities And Other Similar Services. Provision and Maintenance of utility services (e.g., electric, gas, sewer, water, and telephone) to any area of the Residential Property in which the Facilities serve the Retail Property, including without limitation, any HVAC systems serving the Retail Property, and any mechanical, electrical, and fire suppression systems in the Building required to serve the Retail Property, and any capital expenditures necessary in the reasonable judgment of the Owner of the Residential Property to operate and maintain the Total Property at all times as a first class residential and commercial property.

4.3 The Owner of the Retail Property shall cooperate with the Owner of the Residential Property in its efforts to secure and furnish the foregoing services.

4.4 The submission of statements for services rendered pursuant to this Article 4, provisions for payment thereof, and provisions for additional payments incurred in connection with such services and the operation, maintenance, repair and replacement of shared Facilities shall be made as follows:

(a) Allocation of Costs. The Owner of the Residential Property shall maintain a record of the Common Expenses, with a separate line item for any and all costs and expenses associated with maintaining the Parking Area ("Parking Area Expenses"). Owner of the Retail Property shall bear 9.35% of the Common Expenses, not including the Parking Area Expenses, and the Owner of the Residential Property shall bear 90.65% of the Common Expenses, not including the Parking Expenses, in consideration for the services to be furnished by the Owner of the Residential Property. Owner of the Retail Property shall bear 27.78% of the Parking Area Expenses, and the Owner of the Residential Property shall bear 72.22% of the Parking Expenses in consideration for the services to be furnished by the Owner of the Residential Property. Notwithstanding the foregoing, in no event shall the Owner of the Retail Property bear more than 16.67% of the overall Common Expenses, including the Parking Area Expenses, in any calendar year.

The cost of submetering of any Utility shall be allocated between the Owner of the Retail Property and the Owner of the Residential Property as may be determined by the Owner of the Residential Property, acting reasonably. In the event a utility is submetered or separately metered to the Owner of the Retail Property, the Owner of the Retail Property shall pay for the cost of such utility as measured by such separate meter and/or submeter, and such cost shall not be included in the computation of Common Expense for purposes of determining the Owner of the Retail Property's obligation in the first sentence of this Paragraph.

(b) Submission and Payment of Statements. Prior to the commencement of (and from time to time during) each calendar year, the Owner of the Residential Property shall give to the Owner of the Retail Property written estimates of its projected allocable share of the Common Expenses for the Total Property for such calendar year. Commencing with the first day of the calendar month following the month in which such estimate was delivered to the Owner of the Retail Property, the Owner of the Retail Property shall pay such estimated amounts to the Owner of the Residential Property in equal monthly installments over the remainder of such calendar year, in advance on or before the tenth (10th) day of each month during such year (or remaining months, if less than all of the year remains). Subject to the provisions of this Agreement, the Owner of the Residential Property shall endeavor to furnish to the Owner of the Retail Property within one hundred twenty (120) days after the end of each calendar year, a statement ("Reconciliation Statement") indicating in reasonable detail the Owner of the Retail Property's share of the Common Expenses for such period, and the parties shall, within thirty (30) days thereafter, make any payment or allowance necessary

to adjust the Owner of the Retail Property's estimated payments to the Owner of the Retail Prop

- (c) erty's actual share thereof as indicated by such annual Reconciliation Statement. Any payment due the Owner of the Residential Property shall be payable by the Owner of the Retail Property within ten (10) days of demand from the Owner of the Residential Property. Any payment due the Owner of the Retail Property shall be payable by the Owner of the Residential Property within ten (10) days of demand from the Owner of the Retail Property.

4.5 If the Owner of the Residential Property shall fail to render the services described in Section 4.2 above to the Owner of the Retail Property (except when such failure is caused by the Owner of the Retail Property or Unavoidable Delay) and such failure shall continue for a period of thirty (30) days after written notice thereof to the Owner of the Residential Property, the sole remedy therefor available to the Owner of the Retail Property shall be the right to undertake the performance of such services on its own for its own benefit and at its own cost and expense. Such notice shall not be required in an Emergency Situation resulting from such failure.

4.6 If, at any time, the Owner of the Retail Property shall fail to pay to the Owner of the Residential Property any sum of money payable to it pursuant to the terms of this Agreement for ten (10) days after written notice from the Owner of the Residential Property demanding payment of said sum of money, then, subject to Section 11.4, the Owner of the Residential Property may, in addition to any other rights or remedies hereunder, discontinue furnishing of the services for which payment has not been received until said sum of money is paid.

ARTICLE 5

STRUCTURAL SUPPORT

5.1 No Owner shall do or permit any act which would adversely affect the structural safety or integrity of the Improvements on any portion of the Parcel.

5.2 Except in the case in which Article 9 is applicable, if substitute or additional structural support is required in any portion of the Improvements in which the structural support shall have been reduced or the structural safety of any portion of the Improvements is endangered, then the Owner on whose Property the structural support is located shall be responsible for construction in accordance with plans and specifications approved by (except insofar as the provisions of Article 14 would not require such approval) the Owner of the portion of the Total Property benefited thereby, and, subject to the provisions of Article 10 hereof, the Owner or Owners responsible for such reduction or endangerment shall pay all costs and expenses, including any architect's and other fees, in connection with construction of substitute or additional support. However, (a) if the responsible Owner cannot be determined, the Owner benefited by such structural support shall pay such costs and expenses and (b) if the reduction in structural support giving use to the need for such construction results from ordinary wear and tear, the Owner responsible pursuant to Article 9 for maintaining the Improvements requiring such repair shall pay such costs and expenses.

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5.3 The Owner or Owners responsible for construction shall commence, within a reasonable time under the circumstances, the construction of such substitute or additional support free of all mechanics lien claims, and having commenced such construction shall proceed diligently to cause the completion of such construction.

5.4 If delay in constructing substitute or additional support would endanger the structural safety or integrity of any portions of the Improvements, then the Owner of the portion of the Total Property benefited thereby shall, upon not less than thirty (30) days' advance written notice to the other Owner (except that such advance written notice shall not be required in an Emergency Situation), provide substitute or additional structural support as and wherever may be required, or the Owners may jointly undertake to provide substitute or additional structural support; provided, however, the responsible Owner shall be liable for and pay all costs and expenses incurred as a result of any Owner's provisions of any required substitute or additional support.

5.5 If the Owners cannot within thirty (30) days agree on the allocation of responsibility among them, then the dispute shall be submitted to arbitration as provided for herein; provided, that, the party responsible for performing the required structural repairs shall continue to perform all necessary repair work during the pendency of such arbitration proceeding. Notwithstanding anything herein to the contrary, no Owner shall be responsible for nor have any liability in connection with the loss of use of the other portion of the Total Property during any period of reconstruction.

ARTICLE 6

COMPLIANCE WITH LAWS; REMOVAL OF LIENS; ZONING

6.1 The Owners shall each comply with all laws, statutes, codes, rules, orders, decrees, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of Illinois, County of Cook, City of Chicago and any other entity or agency now or hereafter having jurisdiction of the Total Property or any portion thereof, if noncompliance by it with respect to its portion of the Total Property or any part thereof would subject the other Owner to civil or criminal liability, or would jeopardize the full force or effect of any certificate of occupancy issued to the other Owner or for the Improvements themselves or would jeopardize the other Owner's right to occupy or use beneficially its portion of the Total Property or any part thereof, or would result in the imposition of a lien against any of the property of the other Owner or would impose any threat or danger to any person or property. Neither Owner shall take any action or omit to take any action which could adversely affect (including, without limitation, increase the cost of) any of the insurance maintained by the other Owner.

6.2 No Owner shall permit the filing of any mechanics, materialmen's or any other like lien on any other Owner's portion of the Total Property, or on its portion of the Total Property if the existence or foreclosure of such lien on its portion of the Total Property would adversely affect any Easement hereunder or services to be furnished pursuant to Article 4 hereof, arising by reason of its act or any work or materials which it has ordered. In the event an Owner

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fails to remove any such lien within thirty (30) days after the filing thereof, the other Owner may (but is not required to) take such action as the other Owner may deem necessary to remove such lien. Such Owner shall be entitled to reimbursement from the Owner who has failed to remove such lien for all costs and expenses incurred by such Owner in removing or attempting to remove such lien, plus interest at the Default Rate (defined below) from the date of payment of such costs and expenses by such Owner to the date of reimbursement to the other Owner. However, the Owner who has not paid such lien shall not be required to remove such lien within said thirty (30) day period (and the other Owner shall not be entitled to remove such lien), provided that (i) the continuance of such lien shall not constitute a default under the documents securing a Mortgagee under a Mortgage; (ii) within said thirty (30) day period foreclosure proceedings relating to such lien cannot be completed, and (iii) the Owner responsible for the filing of such lien (A) shall in good faith diligently proceed to contest the same by appropriate proceedings and shall give written notice to the other Owner, and to a Mortgagee if required by applicable loan documents, of its intention to contest the validity or amount of such lien and (B) shall deliver to the other Owner or, if Loan documents so provide, to a Mortgagee, either: (i) cash or a surety bond from a responsible surety company acceptable to the other Owner and a Mortgagee, if applicable, in an amount equal to one hundred fifty percent (150%) of the lien claim and all interest and penalties then accrued thereon or such greater amount as may reasonably be required to assure payment in full of the amount claimed, plus all penalties, interest and costs which may thereafter accrue by reason of such lien claim or (ii) other security reasonably acceptable to the other Owner and each Mortgagee, if applicable. The rights of an Owner under the preceding sentence to contest such lien without discharging the same shall terminate if (i) the Owner fails to contest diligently and continuously, (ii) final judgment is entered on behalf of the lien claimant or (iii) the existence of such liens shall constitute a default under a Mortgage, and in such event the Owner responsible for the filing of such lien shall cause such lien to be discharged or removed within ten (10) days after the occurrence of either of the events in clauses (i), (ii) or (iii) in this sentence and the other Owner shall have the right (but not the obligation) at any time after said ten (10) day period to remove such lien and in such event be entitled to reimbursement in accordance with the applicable provisions hereunder. The costs and expenses referred to in this Section 6.2 shall include but not be limited to reasonable attorneys' fees.

6.3 Each Owner (hereinafter in this Section 6.3, the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify and hold harmless the other Owner (hereinafter in this Section 6.3, the "Indemnitee") from and against any and all claims against the Indemnitees for losses, liabilities, damages, judgments, costs and expenses and any action or proceedings arising therefrom, by or on behalf of any person firm, corporation or governmental authority, other than the Indemnitee, arising from the Indemnifying Owner's use, possession or management of the Indemnifying Owner's portion of the Total Property or activities therein or arising out of the Indemnifying Owner's use, exercise or enjoyment of an Easement and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, the Indemnifying Owner, upon notice from the Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to the Indemnitee and to pay all reasonable fees and expenses of such counsel. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to Indemnitee.

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Indemnatee shall have the right to employ separate counsel in any such actions brought against Indemnatee, and the fees and expenses of such counsel shall be paid by Indemnatee.

6.4 Without limiting the provisions of Section 6.1, neither Owner shall make any Alterations (as that term is hereinbelow defined in Section 14.1) or allow any use of their respective portions of the Total Property or take or fail to take any action which would violate the provisions of the Chicago Zoning Ordinance as said ordinance may be amended from time to time or any similar or successor ordinance in effect from time to time hereafter and applicable to the Total Property or any portions thereof. The Residential Property and Retail Property shall continue to be combined and treated as one zoning lot for the purposes of complying with the Chicago Zoning Ordinance. No Owner shall have the right to request or obtain any amendment to the Chicago Zoning Ordinance as applicable to any portions of the Total Property without the written consent of the other Owner. Without limiting the generality of the foregoing, the Owner of the Retail Property shall not seek any change in the Chicago Zoning Ordinance which changes the character or permitted use of any portion of the Retail Property without the express written consent of the Owner of the Residential Property.

ARTICLE 7

REAL ESTATE TAXES

7.1 The Owners shall make good faith efforts and cooperate with each other so that the Residential Property and the Retail Property shall, when and as soon as possible, be assigned separate real estate tax index numbers and receive separate real estate tax bills from the Assessor of Cook County, Illinois (the "Assessor"). From and after submission of the Residential Property to the Act, separate real estate tax bills and real estate tax index numbers will be applied for with respect to each Unit of the Residential Property.

7.2 The Total Property currently has 3 permanent index numbers: 14-30-410-017; 14-30-410-018 and 14-30-410-019. At such time as the Residential Property and the Retail Property are separately assessed and taxed, each Owner shall pay the real estate taxes and special assessments for the portion of the Total Property owned by such Owner. Until the Residential Property and Retail Property are separately taxed, the Owner of the Residential Property shall pay all of the tax bills for the Total Property prior to their due date; prior to such due date, however, the Owner of the Retail Property shall pay to or as directed by the Owner of the Residential Property its share of the bill for the Total Property as provided in Section 7.3 below.

7.3 Until such a tax division has been completed, the assessed valuation respecting the Total Property and the taxes computed thereon, and the cost of tax counsel and appraisal fees, if any, shall be allocated between the Owners and paid by the respective Owners as follows: 83.33% by the Owner of the Residential Property and 16.67% by the Owner of the Retail Property, and the Owner of the Retail Property shall be responsible for and shall pay to or as directed by, or shall reimburse the Owner of the Residential Property (within ten [10] days after the demand of the Owner of the Residential Property therefor) for its share of the total real estate taxes levied and assessed in the tax bill for the Total Property, prorated on an accrual basis from the date of the conveyance of the Retail Property to the Owner of the Retail Property.

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7.4 If, at any time prior to the Residential Property and the Retail Property being separately assessed and taxed, any Owner shall fail to pay any tax or other charge, or share thereof, which is due and which such defaulting Owner is obligated to pay pursuant to this Article 7, then the other Owner may, upon ten (10) days' prior written notice to the defaulting Owner, pay such tax or charge, or share thereof, together with any interest and penalties thereon, and the defaulting Owner shall, upon demand, reimburse such paying Owner for the amount of such payment, including the amount of any interest or penalty payments incurred by the Owner making such payment, together with interest as set forth in Section 10.4 hereof, and the paying Owner shall also have a lien against the portion of the Total Property owned by the defaulting Owner in accordance with Article 10 hereof.

ARTICLE 8

INSURANCE

8.1 The Owner of the Residential Property and the Retail Property shall procure and maintain the following insurance:

(a) The Owner of the Residential Property shall keep the Improvements insured for no less than "all risk" or "special form" coverage on real property and broad form on personal property for an amount not less than one hundred percent (100%) of the insurable replacement cost thereof. Such policies shall be endorsed with a replacement coverage endorsement and an agreed amount clause and no co-insurance penalty shall be applicable.

(b) The Owner of the Residential Property shall maintain Commercial General Liability Insurance covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about the Common Elements of the Residential Property, or as a result of operations thereon, in such amounts as may be required by law and as from time to time shall be carried by prudent Owners of first-class, residential buildings in the City of Chicago, but in all events for limits of not less than \$2,000,000 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$2,000,000 for injury to or death of more than one person in any one accident or occurrence.

(c) The Owner of the Retail Property shall maintain Commercial General Liability Insurance covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about the Retail Property, or as a result of operations thereon, in such amounts as may be required by law and as from time to time shall be carried by prudent Owners of first-class, residential buildings in the City of Chicago, but in all events for limits of not less than \$2,000,000 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$2,000,000 for injury to or death of more than one person in any one accident or occurrence.

(d) The Owner of the Retail Property shall carry Plate Glass Insurance in amounts reasonably satisfactory to the Owner of the Residential Property.

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(e) The Owner of the Retail Property shall insure its boiler and machinery risks covering the boiler and related machinery located in the Residential Property and serving the Retail Property on a repair or replacement basis for not less than \$500,000.00 limit each accident.

(f) Owner of the Retail Property shall bear 9.35%, and the Owner of the Residential Property shall bear 90.65% of the total cost of insurance to be procured, or caused to be procured, by the Owner of the Residential Property as described in Paragraphs 8.1 (a) and 8.1 (b) of this Agreement. Owner of the Residential Property shall submit statements from time to time to the Owner of the Retail Property for insurance procured pursuant to Paragraphs 8.1 (a) and 8.1 (b) of this Agreement, and said statement shall be paid by the Owner of the Retail Property within ten (10) days after receipt of such statements.

8.2 Insurance policies required by Section 8.1 above shall be purchased from insurance companies authorized and licensed to transact business in the State of Illinois who shall hold a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A/VII according to Best's Insurance Report or a substantially equivalent rating from a nationally recognized insurance rating service.

8.3 Limits of liability or types of insurance specified in this Article 8 shall be reasonable and prudent for an Owner of a first-class property and shall be jointly reviewed by the Owners at least annually. Policy limits shall be increased or decreased, deductible amounts increased or decreased or types of insurance shall be modified, if justified, based upon said annual review, and upon any such increase decrease or modification, the Owners shall, if mutually agreeable, execute an instrument in recordable form evidencing such increase, decrease or modification, which any Owner may record with the Recorder as a supplement to this Agreement.

8.4 Certificates delineating all forms of coverage and endorsements required hereunder shall be delivered by each Owner to the other Owner at least thirty (30) days prior to the expiration date of any such expiring insurance policy. Copies of such policies shall be delivered upon request. Each Owner shall name the other Owner as an additional insured on such policies.

ARTICLE 9

MAINTENANCE, REPAIR & DAMAGE TO THE RETAIL PROPERTY AND RESIDENTIAL PROPERTY

9.1 The Owner of the Retail Property, at its sole cost and expense, shall keep the Retail Property and all Facilities located therein (excluding any pipes, ducts and related equipment and other Facilities located in the portion of the Retail Property below the bottom of the slab forming the floor of the Retail Property and above the ceiling of the Retail Property which serve only the Residential Property, which Facilities, if any, shall be maintained, repaired and replaced by the Owner of the Residential Property) or for which it is assigned Maintenance responsibility in this Agreement in good and safe order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such Property, whether said repairs or replacements are to the interior or exterior thereof, or structural or non-structural components

thereof, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects, fire or other casualty, or otherwise. The plans and specifications for such repair and reconstruction shall provide for the Retail Property to be rebuilt as nearly as commercially practicable to the Retail Property as constructed prior to the damage unless prohibited by law or unless the Owner of the Residential Property otherwise agrees. Provisions concerning modifications, alterations, or improvements to the interior or exterior of the Retail Property are set forth in Article 14 of this Agreement.

9.2 Except as expressly provided in Section 9.1, the Owner of the Residential Property shall at its sole cost and expense, keep all Facilities located in the Residential Property and all portions of the Residential Property necessary to provide structural support, Easements and other services to the Retail Property required in this Agreement in good and safe order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such Property, whether such repairs or replacements are to the interior or exterior thereof or structural or nonstructural components thereof, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe, first-class working order and condition, howsoever the necessary or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects, fire or other casualty or otherwise. Each Owner shall be responsible for reimbursing the other Owner for any costs and expenses incurred in respect to Maintenance for which such Owner is responsible pursuant to this provision to the extent that such maintenance results from damage caused by the other Owner.

9.3 If at any time any Owner shall not proceed diligently with any repair or restoration of damage adversely and materially affecting an Easement in favor of the other Owner or services to be furnished the other Owner under Article 4 hereto then (i) the Owner benefiting therefrom may give written notice to the other Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of thirty (30) days after the receipt of such notice, any such repair or restoration work is still not proceeding diligently, then such Owner may perform such repair and restoration and may take all appropriate steps to carry out the same; or (ii) in an Emergency Situation, such Owner may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. Such Owner in so performing such repair and restoration shall be entitled to reimbursement upon demand from the defaulting Owner for all costs and expenses incurred by such Owner and such other rights as provided under Article 10 herein.

9.4 Except as provided in Section 9.5 and without limiting the generality of the foregoing, if any or all of the Retail Property is destroyed or substantially damaged, the Owner of the Retail Property shall rebuild, repair and restore the Retail Property to as close to the condition of the Retail Property existing immediately prior to such damage as possible. If the Owner of the Retail Property fails to repair and restore such Retail Property as required by this Agreement, then the Owner of the Residential Property shall in addition to all other rights and remedies under this Agreement, have a lien on any insurance proceeds payable for loss or damage to such portion of the Retail Property under insurance policies carried pursuant to Article 8 hereof and on any condemnation award pursuant to Article 12, in an amount necessary so that the Owner of the

Residential Property shall have sufficient proceeds to repair and restore the Retail Property to a condition so as adequately to assure:

- (a) the structural integrity and safety of all portions of the Residential Property,
- (b) the continuous and efficient operation of all electrical utility, mechanical, plumbing and other systems serving the Residential Improvements;
- (c) the Total Property's compliance with all zoning, building and other laws, rules, orders, ordinances, regulations and requirements of any governmental body or municipality or agency thereof having jurisdiction over the Total Property or any part thereof; and
- (d) the architectural unity and aesthetic appearance of the Building and the restored improvements as a first-class, residential property.

Except in the case that an Owner is using the proceeds of insurance or condemnation to repair or restore damage to such Owner's portion of the Total Property, the lien as to proceeds of insurance or condemnation created by this section shall be superior to and take precedence over any mortgage or other encumbrance constituting a lien on any portion of the Total Property, except for the lien of a Mortgage. Such lien shall arise immediately upon the recording of a notice by the Owner with the Recorder following the occurrence of the damage to the Retail Property stating that it is a lien created by this Section of the Declaration. Such lien shall continue in full force and effect until the sum of money required hereunder shall have been paid to the Owner of the Residential Property. Such lien may be enforced by a proceeding in equity to foreclose such lien in like manner as a mortgage of real property in the State of Illinois or by any other remedy available by statute or at law or in equity.

9.5 If any or all of the Residential Improvements are destroyed or substantially damaged, the Owner of the Residential Property may, but shall not be obligated to, repair, rebuild and restore those portions of the Residential Property necessary to provide the easements, structural support and utility services to the Retail Property required herein. If the Owner of the Residential Property elects not to rebuild, repair or restore the remaining Residential Improvements, then the Residential Improvements shall be demolished to the extent necessary to comply with all applicable laws, statues, ordinances, codes, rules, regulations, orders or requirements of any governmental entity or agency thereof having jurisdiction over the Residential Improvements. If the Owner of the Residential Property elects to restore his portion of the Total Property after demolition, he shall restore such portion to a sightly and safe condition (including weatherproofing any exposed portions thereof) and in such manner as to safeguard the other portions of the Total Property, to preserve the use of the Easements granted hereunder and to prevent any violations of the applicable ordinances of the City of Chicago caused by the other party's failure to rebuild. If the Owner of the Residential Property elects in writing not to restore the Residential Property after demolition of same, this Agreement shall automatically terminate upon such notice and the Owners shall execute and record with the Recorder an instrument evidencing such termination. If the destruction or damage also results in damage to the Retail Property and the Owner of the Residential Property elects not to rebuild, repair or restore the remaining Residential Improvements, then the Owner of the Retail Property shall not be required to rebuild, repair or restore the remainder of the Retail Property.

ARTICLE 10**LIENS, RIGHTS AND REMEDIES**

10.1 If, at any time, either Owner (a "Debtor Owner") fails within ten (10) days after notice or demand to pay any sums of money due the other Owner (a "Creditor Owner") under or pursuant to the provisions of this Agreement, then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner shall have (i) in the event of a default under Articles 9 or 12, a lien against any condemnation award or insurance proceeds payable to the Debtor Owner for loss or damage to the portion of the Total Property owned by the Debtor Owner or otherwise under insurance policies carried pursuant to Article 8 hereof, or (ii) in the event of a default under any other Section of this Agreement, a lien against the portion of the Total Property owned by the Debtor Owner, to secure the repayment of such sum of money and all interest on such sum accruing pursuant to the provisions of this Article 10 or to secure performance of a covenant or obligation. Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon shall have been paid in full or the performance has been completed. The liens provided for in this Section 10.1 shall be subordinate to any first mortgage, first trust deed or other encumbrance constituting a first lien on the portion of the Total Property owned by the Debtor Owner or other interest of the Debtor Owner, including mortgages of Units. Each Owner waives any and all rights to trial by jury in any suit, action or proceeding brought by the other Owner to enforce collection of any monies owed under this Agreement to such other Owner.

10.2 So long as any portion of the Residential Property remains subject to the provisions of the Act, each Unit Owner shall be liable only for such portions of any claim against the Owner of the Residential Property equal to the amount of the claim multiplied by the percentage of ownership interest in Common Elements allocated to such Unit Owner's Unit as set forth in the Condominium Declaration. Upon payment of such amount for which the Unit Owner is liable, (i) any lien arising against such Unit Owner's Unit Ownership on account of such claim shall be deemed released against such Unit Owner's Unit Ownership without further act or deed by any such Unit Owner, and (ii) upon the written request of such Unit Owner, the Owner of the Retail Property shall deliver to such Unit Owner an instrument evidencing the release of such lien, but only with respect to said Unit Owner's Unit Ownership. When a Unit Ownership is owned by more than one "person" (as defined in the Act) the liability of each such person for any claim against the Unit Ownership shall be joint and several.

10.3 No conveyance or other divestiture of title (other than foreclosure of a lien which shall then be and remain superior) shall in any way affect or diminish any lien arising pursuant to this Article 10, and any lien which would have arisen against any property pursuant to this Article 10 had there been no conveyance or divestiture of title (other than foreclosure of a lien which shall then be and remain superior) shall not be defeated or otherwise diminished or affected by reason of such conveyance or divestiture of title.

10.4 Interest shall accrue on any sums owed by an Owner to the other Owner pursuant to this Agreement, and shall be payable from the date which is ten (10) days after demand for any such payment is made until paid in full, at a rate (the "Default Rate") of interest equal to the

lesser of: (a) the floating rate which is equal to five percent (5%) per annum in excess of the annual rate of interest from time to time announced by LaSalle Bank National Association in Chicago, Illinois, as its "prime rate" of interest or a reasonably equivalent substitute thereof in the event a prime base rate is no longer announced, or (b) the then-maximum lawful rate of interest in Illinois applicable to the defaulting Owner and the nature of the debt. If a "Prime rate", or reasonable equivalent thereof is not announced by LaSalle National Bank, and no maximum lawful rate applies, then interest shall accrue at the annual Default Rate of eighteen percent (18%).

10.5 Except as expressly provided in this Agreement, the rights and remedies of each Owner provided for in this Article 10 or elsewhere in this Agreement are cumulative and not intended to be exclusive of any other remedies to which such Owner may be entitled at law or in equity or by statute. Except as expressly provided in this Agreement, each Owner may enforce, by a proceeding in equity for mandatory injunction, the other Owner's obligation to execute or record any document which the other Owner is required to execute under or pursuant to this Agreement. The exercise by an Owner of any right or remedy to which it is entitled hereunder shall not preclude or restrict the exercise of any other right or remedy provided hereunder.

10.6 Each claim of any Owner arising under this Agreement shall be separate and distinct, and no defense, set-off, offset or counterclaim arising against the enforcement of any lien or other claim of any Owner shall thereby be or become a defense, set-off, offset or counterclaim against the enforcement of any other lien or claim.

10.7 Actions to enforce any right, claim or lien under this Agreement shall be commenced within three (3) years immediately following the date the cause of action occurred, or such other shorter period as may be provided by law or statute; provided, however, that if prior to expiration of the period in which such action must be commenced, each Mortgagee is diligently proceeding to foreclose the Mortgage, then such period in which an action by the Owner of the Residential Property or Owner of the Retail Property must be commenced shall be further extended for such additional time as may reasonably be necessary in order for each Mortgagee to obtain possession of the applicable Property.

10.8 A defaulting Owner shall pay the reasonable attorneys fees and court costs paid or incurred by the other Owner in successfully enforcing its rights against the defaulting Owner under this Agreement, and such fees and costs shall be added to the amount of any applicable lien created under this Article 10.

ARTICLE 11

ARBITRATION

11.1 The following matters shall be submitted for arbitration to the American Arbitration Association (the "AAA") pursuant and subject to the provisions of this Article 11:

(a) Any dispute, claim or controversy arising under this Agreement involving an amount not exceeding \$50,000.00 which shall not be resolved within sixty (60) days after same has arisen; and

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(b) All other matters which are required under this Agreement to be submitted for, or determined by, arbitration. Any such dispute, claim, controversy or matter is referred to herein as a "Matter". Arbitration of any Matter shall be initiated by any Owner making a written demand therefor by giving written notice thereof to the other Owner and by filing a copy of such demand with the AAA. The AAA shall have jurisdiction upon the giving of such notice and the filing of such demand. Any such arbitration shall be held in Chicago, Illinois, and shall be conducted and completed in an expeditious manner and without delay. Each Mortgagee shall be a party to any arbitration of a Matter involving a matter which requires the consent or approval of the Mortgagee hereunder.

11.2 Unless otherwise agreed to in writing by the parties to the arbitration, within twenty (20) business days after the notice demanding arbitration has been given, the parties shall jointly designate three (3) arbitrators to resolve the Matter. If the parties fail to designate the arbitrators within such time period, arbitrators shall be appointed in accordance with the procedures set forth in the applicable AAA rules, provided, however, that in any event such arbitrators shall be experienced as to the design, construction and/or operation, as the matter requires, of first class buildings similar to the Building. The AAA Commercial Arbitration Rules then in effect shall apply to the arbitration of any Matter, unless the parties mutually agree in writing otherwise.

11.3 The arbitrators shall commence hearings within sixty (60) days of selection, unless the Owners and the arbitrators agree upon an expedited or delayed schedule of hearings. Prior to the hearings any Owner may send out requests to compel document production from the Owners. Disputes concerning the scope of document production and enforcement of the document requests shall be subject to agreement by such Owners or may be ordered by the arbitrators to the extent reasonable. The arbitrators in rendering a decision may base such decision only on the facts presented in the course of arbitration and shall not modify or amend the provisions of this Agreement. Subject to the other terms hereof if any Owner fails or refuses to appear at and participate in an arbitration hearing after due notice, the arbitration panel may hear and determine the Matter upon evidence produced by the appearing Owners. The arbitration costs shall be borne equally by each Owner, except that each Owner shall be responsible for its own expenses.

11.4 Unless otherwise agreed in writing, the Owners shall continue to perform all obligations and make all payments due under this Agreement in accordance with this Agreement during the course of any arbitration constituted or conducted under the provisions of this Article 11. The obligation of the Owners to continue performance and make payments despite the existence of an arbitration hereunder shall be enforceable by any party to the Matter by application to any court of competent jurisdiction for an injunctive order requiring the immediate performance of such obligations as provided in the preceding sentence until such times as any Matter is resolved as provided in this Article 11.

11.5 With respect to any Matter subject to arbitration under this Article 11, it is agreed that the arbitration provision of this Article 11 shall be the sole remedy of the Owners under this Agreement. Notwithstanding any other provisions of this Agreement, the foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. Any award of the

arbitrator shall be final and binding on the Owners and each Mortgagee and judgment thereon shall be entered by any court having jurisdiction.

ARTICLE 12

CONDEMNATION

12.1 In the event of a taking by the exercise of the power of eminent domain or deed in lieu of condemnation of all or any part of the Total Property by any competent authority for any public or quasi-public use, the award, damages or just compensation (hereinafter in this Article 12, the "Award") resulting from any such taking shall be allocated and disbursed, and any repair and/or restoration of the Improvements shall be performed, in accordance with the requirements of this Article 12.

12.2 In the event of a taking (whether or not a temporary taking) of a part of the Total Property, the Owner of the portion of the Total Property taken shall repair and restore the remainder of such Owner's Improvements to form an architectural and functional whole. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable under the circumstances and shall be at the sole cost and expense of the Owner whose portion of the Total Property is taken. The Owner of the portion of the Total Property taken shall be entitled to receive directly from the taking authority any Award resulting from such taking within such Owner's portion of the Total Property for application to the cost of said repair and restoration and to retain any excess not required for such repair and restoration.

12.3. Notwithstanding any other provision of this Agreement to the contrary, if, as a result of a taking (other than a temporary taking), an Owner reasonably determines that such Owner's portion of the Total Property no longer can be operated on an economically feasible basis, then such Owner shall not be obligated to repair or restore the such Owner's Improvements as may otherwise be required by this Agreement. However, in such case, such Owner shall demolish, repair or restore such Owner's Improvements to the extent, if any, as may be necessary to provide essential services or structural support for the other portions of the Total Property, but only if the Owner of the other portion of the Total Property affected thereby request that it perform such demolition, repair or restoration. Furthermore, such Owner shall weatherproof any exposed portions of such Owner's portion of the Total Property and shall restore such Owner's portion of the Total Property to a sightly and safe condition and in such a manner as to safeguard the other Owner's portion of the Total Property, and to preserve the use of the Easements granted hereunder.

12.4 In the event of a taking of all or substantially all of the Total Property, the Award for such taking shall be allocated to the Owners in accordance with the apportionment made in any final judicial or administrative proceedings in connection with the taking and paid to the Owners in accordance with said apportionment.

ARTICLE 13

ESTOPPEL CERTIFICATES

13.1 Each Owner shall, from time to time, within ten (10) days after receipt of written request from another Owner, execute, acknowledge and deliver to the requesting Owner or to any existing or prospective purchaser or mortgagee designated by the requesting Owner, a certificate (each, an "Estoppel Certificate") in such form as may be reasonably requested. The Owner of the Retail Property, if requested to issue an Estoppel Certificate in connection with the purchase and sale or financing of a Unit Ownership, may limit the statements made in the Estoppel Certificate to (i) the existence of any defaults hereunder and (ii) the amount of any liens capable of being asserted hereunder.

13.2 So long as the Residential Property remains subject to the provisions of the Act, an Estoppel Certificate requested from the Owner of the Residential Property shall be issued by the Condominium Association on behalf of the Unit Owners and the Condominium Association and any Estoppel Certificate so issued shall be binding on the Unit Owners and such Condominium Association, and an Estoppel Certificate requested by the Owner of the Residential Property from the Owner of the Retail Property may only be requested by the Condominium Association on behalf of the Owner of the Residential Property.

ARTICLE 14

ALTERATIONS

14.1 (a) No changes, modifications, alterations, or improvements to the interior or exterior of the Retail Property ("Alterations") shall be made without the prior written consent of the Owner of the Residential Property if such Alterations will (i) affect the benefits afforded to the Owner of the Residential Property by any Easement or unreasonably interrupt the Owner of the Residential Property's use or enjoyment of any Easement; (ii) affect Facilities benefiting the Residential Property; (iii) modify, or be visible at any time from, the exterior of the Building, including without limitation, signs, awnings, and window painting and displays; or (iv) affect the zoning status of the Building or Total Property.

(b) If, at any time, the Owner of the Retail Property proposes to make any Alterations which require or could possibly require the consent of the Owner of the Residential Property, then before commencing or proceeding with such Alterations, the Owner of the Retail Property shall deliver to the Owner of the Residential Property, a copy of the plans and specifications showing the proposed Alterations and a reference to this Section 14.1. If the Owner of the Residential Property consents in writing to such Alterations, the Owner of the Retail Property may proceed to make its Alterations in accordance with said plans and specifications. The Owner of the Residential Property shall make a good faith effort to respond to the Owner of the Retail Property within sixty (60) days after its receipt of said plans and specifications for the Owner of the Retail Property showing proposed Alterations. If the Owner of the Residential Property shall not have responded within such sixty (60) day period, the Owner of the Retail Property shall deliver to the Owner of the Residential Property an additional request for a response. If the Owner of the Residential Property fails to respond within thirty

(30) days from receipt of the additional request, the plans and specifications for such Alterations shall be deemed approved. If the Owner of the Retail Property has not requested the Owner of the Residential Property to consent to the proposed Alterations, and if, in the good faith opinion of the Owner of the Residential Property, the Owner of the Retail Property has violated or will violate the provisions of this Section 14.1, the Owner of the Residential Property shall notify the Owner of the Retail Property of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of this Section 14.1 hereof, and shall specify the respect or respects in which its provisions are or will be violated. If the Owner of the Residential Property in good faith asserts a violation of this Section 14.1, then the Owner of the Retail Property shall not commence with the Alterations or proceed with the Alterations, if already commenced, until the matter has been resolved. In addition to any other legal or equitable right or remedies to which the Owner of the Residential Property may be entitled by reason of the Owner of the Retail Property's violation or likely violation of the provisions of this Section 14.1, the Owner of the Residential Property shall be entitled to seek an obtain injunctive relief to enjoin any such violation. Failure of a Mortgagee to approve such plans and specifications, if such consent is required pursuant to a Mortgage, shall be grounds of the Owner of the Residential Property to reject such request.

(c) Each Owner, in making Alterations, shall (i) cause all work to be performed in a good and workmanlike manner and in accordance with good construction practices, (ii) comply with all applicable federal, state and local laws, statutes, ordinances codes, rules, regulations and orders, including, without limitation, the city of Chicago Building Code, and (iii) comply with all of the applicable provisions of this Agreement. Each Owner shall, to the extent reasonably practicable, make Alterations within the portion of the Total Property owned by such Owner, in such a manner as to minimize any noise, vibration, particulate and dust infiltration or other interference or disturbance which would interfere with or disturb any occupant or occupants of the portion of the Total Property of the other Owner.

14.2 Applications for building permits to make Alterations shall be filed and processed by each Owner without the joinder of the other Owner in such application, unless the City of Chicago or other government agency having jurisdiction thereof requires joinder of such Owner. If joinder by such Owner is so required, said Owner shall cooperate in executing such application or other instruments as may be necessary to obtain the building permit; provided however each Owner shall indemnify and hold harmless the other Owner from and against any and all loss, liability, claims, judgments, costs and expenses arising out of the other Owner's execution of the application, permit or other instrument.

14.3 The Owner of the Retail Property and Owner of the Residential Property each shall include in any construction contract a provision pursuant to which the contractor (i) recognizes the separate Ownership of the Total Property and agrees that any lien rights which the contractor or subcontractors have under the Mechanics Lien Act shall only be enforceable against the portion of the Total Property owned by the Owner who employs such contractor, or (ii) agrees that no lien or claim may be filed or maintained by such contractor or any subcontractors against the portion of the Total Property owned by the other Owner and agrees to comply with the provisions of Section 21 of the Illinois Mechanics Lien Act in connection with giving notice of such "no lien" provision.

14.4 No Alterations shall be made to the Residential Property which will: (i) unreasonably diminish the benefit afforded to the Owner of the Retail Property by any Easement; or (ii) materially adversely affect Facilities benefiting the Retail Property.

ARTICLE 15

ADDITIONAL RESTRICTIONS

15.1 Notwithstanding anything contained herein to the contrary, the Retail Property and the Owner of the Retail Property from time to time shall be subject to the following restrictions as to the use of the Retail Property:

(a) The Owner of the Retail Property shall not use or occupy the Retail Property or permit the use or occupancy of the Retail Property for any purpose or in any manner which (i) is unlawful or in violation of any applicable legal or governmental requirement, ordinance or rule, (ii) may be dangerous to persons or property, (iii) may invalidate any policy of insurance affecting the Building, and if any additional amounts of insurance premiums are incurred, the Owner of the Retail Property shall pay to the Owner of the Residential Property the additional amounts on demand, (iv) may create a nuisance or injure the reputation of the Building, (v) may cause an offensive odor, noise or vibration to emanate from the Retail Property, (vi) may be offensive, disreputable, immoral or illegal, which prohibition shall include, but not be limited to use of all or any portion of the Retail Property as a massage parlor, for the sale of adult entertainment, books, magazines, videos and other adult products, (vii) is not in keeping with a first-class building, (viii) engages in the business of off-track betting, (ix) operates a bar or nightclub (except a bar serving alcoholic beverages for on-premise consumption to the patrons of a restaurant located in the Retail Property), or (x) engages in a retail liquor store use for off premise consumption which devotes more than fifteen percent (15%) of the entire display space of the Retail Property to the display of intoxicants, exclusive of wine and beer, (which intoxicants must be only first class, high grade spirits), sells intoxicants (except wine, beer, and items used in cooking) in containers holding less than one-fifth of a gallon, or sells individual bottles of beer in any size, or sells cans of beer in quantities smaller than a standard six-pack, or beer which is chilled in any container or quantity. Except as seating attendant to the use of the Retail Property for the retail sale and consumption of food and beverages, and then only in full compliance with all applicable laws, neither the Owner nor any tenant or occupant of the Retail Property shall use the sidewalks, alley or other areas adjacent to the Retail Property for any purpose, including without limitation, for seating or for the display of advertisements, solicitations or demonstrations. The Owner of the Retail Property, at its expense, shall obtain and maintain at all times during the Term, all licenses and permits necessary for the Owner of the Retail Property's operations from the Retail Property and shall post or display in a prominent place in the Retail Property such permits and/or notices as required by law.

(b) The Owner of the Retail Property's business operation shall be of a quality not less than similar facilities and operations in other buildings in the immediate vicinity of the Building. The Owner of the Retail Property agrees to conduct its business at all times in a first-class and reputable manner, maintaining at all times a full staff of experienced and qualified employees for efficient operation of its facility in a proper, workmanlike and dignified manner.

The Owner of the Retail Property shall at all times maintain the Retail Property in a first-class, clean and sanitary condition, and the Owner of the Retail Property shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the Retail Property and the cleanliness, safety, occupancy and use of same. The Owner of the Retail Property shall comply with all of the requirements of all governmental authorities and the Owner of the Residential Property's fire insurance garners now or hereafter in force pertaining to the use of the Retail Property. The Owner of the Retail Property agrees that all receiving of goods and merchandise and all removal of delivery of merchandise, supplies, equipment, trash and garbage shall be made only by way of the loading dock or other area designated specifically for use by the Retail Owner, its agents, employees, and invitees in accordance with procedures and at the hours specified, from time to time, by the Owner of the Residential Property.

(c) The Owner of the Retail Property shall not operate or be open for business between the hours of 11:30 P.M. and 5:00 A.M., without prior written consent from the Owner of the Residential Property.

(d) The Owner of the Retail Property shall not cause or permit to occur: (i) any violation of any present or future federal, state or local law, ordinance or regulation related to environmental conditions in or about the Retail Property, including, but not limited to, improvements or alterations made to the Retail Property at any time by the Owner of the Retail Property, its agents or contractors, or (ii) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any "Hazardous Substances" (as hereinafter defined) in or about the Retail Property, or the transportation to or from the Retail Property of any Hazardous Substances. The Owner of the Retail Property, at its expense, shall comply with each present and future federal, state and local law, ordinance and regulation related to environmental conditions in or about the Retail Property or the Owner of the Retail Property's use of the Retail Property, including, without limitation, all reporting requirements and the performance of any cleanups required by any governmental authorities. The Owner of the Retail Property shall indemnify, defend and hold harmless the Owner of the Residential Property and its agents, contractors and employees from and against all fines, suits, claims, actions, damages, liabilities, costs and expenses (including attorneys' and consultants' fees) asserted against or sustained by any such person or entity arising out of or in any way connected with the Owner of the Retail Property's failure to comply with its obligations under this Subsection, which obligations shall survive the expiration or termination of this Agreement. As used in this Subsection, "Hazardous Substances" shall include, without limitation, flammables, explosives, radioactive materials, asbestos containing materials (ACMs), polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, petroleum and petroleum products, chlorofluorocarbons (CFCs) and substances declared to be hazardous or toxic under any present or future federal, state or local law, ordinance or regulation.

(e) The Owner, tenant or occupant of the Retail Property shall not employ the design, location and size of any and all canopies, signs, pictures, advertisements or notices placed inside or outside the Building which are visible from outside of the Retail Property, in such a manner so as to interfere with the use and enjoyment of the Residential Property including, without limitation, the sight lines from any Unit. The Owner, tenant or occupant of the Retail Property

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shall not use signs which contain any neon or similar lighting, strobe lights, moving parts or day-glow colors. The Owner of the Retail Property shall not place any signs on the interior of the Retail Property except for those which are consistent with the operation of first-class businesses similar to that of the tenants of the Retail Property. At the request of the Owner of the Residential Property, the Owner of the Retail Property, at its Cost, shall remove any and all signs, pictures, advertisements and notices which are not in existence on the date hereof and which the Owner of the Residential Property, in its reasonable judgment, shall consider be in violation of the terms of this Agreement. Notwithstanding the foregoing, for so long as Starbucks Corporation shall be a tenant of the Retail Property, the exterior signs and awnings which are depicted in the form attached hereto as Exhibit D and made a part hereof, shall be deemed in compliance with the terms of this Agreement.

ARTICLE 16

NOTICES

16.1 All notices, demands, elections or other communications required, permitted or desired to be served hereunder ("Notices") shall be in writing and shall be delivered in person or mailed certified or registered mail, postage prepaid, return receipt requested, addressed as below stated:

If to the Owner of the Residential Property:

2454 NORTH ASHLAND LLC
c/o Castlebar Enterprises
2636 North Lincoln Avenue, Unit 1
Chicago, IL 60614
Attn: Steve Golovan

If to the Owner of the Retail Property:

2454 NORTH. ASHLAND, LLC
c/o Castlebar Enterprises
2636 North Lincoln Avenue, Unit 1
Chicago, IL 60614
Attn: Steve Golovan

16.2 Any Notice delivered as aforesaid shall be deemed received when delivered and receipted for or any Notice mailed aforesaid shall be deemed received two (2) business days after deposit in the United States Mail, or upon actual receipt, whichever is earlier. Addresses for service of Notice may be changed written notice served as hereinabove provided at least ten (10) days prior to the effective date of any such change. Nothing herein contained, however, shall be construed to preclude service of any Notice in the same manner that service of a summons or legal process may be made.

ARTICLE 17

LIMITATION OF LIABILITY

17.1 No Owner shall be liable for interruption or inadequacy of service, loss or damage to property or injury (including death) to any person for any reason. Each Owner obligated hereunder reserved the right to curtail or halt the performance of a service hereunder at any time in reasonable respects for a reasonable period of time to make necessary repairs or in case of an Emergency Situation.

17.2 In the event of any conveyance or divestiture of title to any portion of or interest in any portion of the Total Property: (1) the Owner who is divested of title shall be entirely freed and relieved of all covenants and obligations thereafter accruing hereunder but only with respect to any such portion or interest conveyed or divested; and (2) the grantee of the person or persons or other entity or entities who succeed to title shall be deemed to have assumed all of the covenants and obligations of the Owner of such portion or interest thereafter accruing hereunder, until such grantee or successor is itself freed and relieved therefrom as hereinabove provided in this Section 17.2, and then any such grantees or successor's grantee or successor shall thereafter be so bound.

17.3 The enforcement of any rights or obligations contained in this Agreement against an Owner of any portion of the Total Property shall be limited to the interest of such Owner in the Total Property. No judgment against any Owner of any portion of the Total Property shall be subject to execution, or be a lien on any assets of, such Owner other than Owner's interest in the Total Property.

ARTICLE 18

GENERAL

18.1 In fulfilling obligations and exercising rights under this Agreement, each Owner shall cooperate with the other Owner to promote the efficient operation of each respective portion of the Total Property and the harmonious relationship between the Owners and to protect the value of each Owner's respective portion, estate or interest in the Total Property. To that end, each Owner shall share information which it possesses relating to matters which are the subject of this Agreement, except such information as such Owner may reasonably deem confidential or which may be the subject of litigation and which such Owner is prohibited from revealing pursuant to court order. From time to time after the date hereof, each Owner shall furnish, execute and acknowledge, without charge (except where elsewhere provided herein) (i) such other instruments, documents, materials and information as any other Owner hereto may reasonably request in order to confirm to such requesting Owner the benefits contemplated hereby, but only so long as any such request does not restrict or abridge the benefits granted the other Owner hereunder or increase such Owner's burdens hereunder; and (ii) such grants of Easements to and agreements with utility companies as any other Owner hereto may reasonably request in order to enable such utility company to furnish utility services as required by such Owner, provided that any Mortgagee which holds any Mortgage on the portions of the Total Property on which such Easement is granted have first consented in writing to such Easements.

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18.2 The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision in this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

18.3 The headings of Articles in this Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles.

18.4(a) Except as otherwise provided herein, this Agreement may be amended or terminated only by an instrument signed by the Owners and the Mortgagee. Any amendment to or termination of this Agreement shall be recorded with the Recorder.

(b) Declarant reserves the right and power to record a special amendment (a "Special Amendment") to this Agreement at any time and from time to time which amends this Agreement to correct clerical or typographical errors in this Agreement. A Special Amendment may also contain such complementary and supplemental grants and reservations of Easements as may be necessary in order to effectuate the maintenance, operation and administration of the Total Property. Declarant also reserves the right to include, within a Special Amendment, revisions to the legal descriptions of the Residential Property and Retail Property. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of the other 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 any portion of the Total Property, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to any portion of the Total Property.

18.5 The covenants, conditions and restrictions contained in this Agreement shall be enforceable by the Owners and their respective successors and assigns for a term of forty (40) years from the date this Agreement is recorded, after which time said covenants, conditions and restrictions shall be automatically extended without further act or deed of the Owners, except as may be required by law and as provided below, for successive periods of ten (10) years, subject to amendment or termination as hereinabove set forth in Section 18.4; provided, however, that this Agreement, and all Easements, covenants, conditions and restrictions contained herein, shall terminate and be deemed abrogated (i) as may be provided in Section 9.5 or (ii) upon the demolition or destruction of all of the Improvements and the failure to restore or rebuild the same within five years after such demolition or destruction. If and to the extent that any of the covenants as would otherwise be unlawful or void for violation of (a) the rule perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the date of the last to survive of the class of persons consisting of all of the lawful descendants of William J. Clinton, President of the United States of America, living at the date of this Agreement.

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18.6 If the Owner of the Retail Property is required to obtain the consent of the Owner of the Residential Property for any matter hereunder, the Owner of the Retail Property shall deliver to the Owner of the Residential Property a written request for such consent together with all information and documentation necessary for the Owner of the Residential Property to evaluate such request. If the Owner of the Residential Property shall not have responded to such request within sixty (60) days from the date of receipt of such request and all such information and documentation, the Owner of the Retail Property shall deliver to the Owner of the Residential Property an additional request for a response. If the Owner of the Residential Property fails to respond within thirty (30) days from receipt of the additional request, the matter for which the request was sought shall be deemed approved.

18.7 The provisions of this Agreement shall be construed to the end that the Total Property shall remain a first-class property.

18.8 All the Easements, covenants, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Total Property and their grantees, mortgagees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Total Property or any part thereof.

18.9 Easements created hereunder shall not be presumed abandoned by nonuse or the occurrence of damage or destruction of a portion of the Improvements subject to an Easement unless the Owner benefited by such Easement states in writing its intention to abandon the Easement or unless the Easement has been abandoned for a period in excess of two (2) years.

18.10 The parties hereto acknowledge that this Agreement, and all other instruments in connection herewith, have been negotiated, executed and delivered in the City of Chicago, County of Cook or State of Illinois. This Agreement and said other instrument shall, in all respects, be governed, construed, applied are enforced in accordance with the laws of Illinois including, without limitation, matters affecting title to all real property describe herein.

18.11 This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary (except any Mortgagee) under any statutes, laws, codes, ordinances, rule, regulations, orders, decrees or otherwise.

18.12 Each provision of the Recitals to this Agreement and each Exhibit attached hereto is hereby incorporated in the-Agreement and is an integral part hereof.

18.13 No charges shall be made for any Easements or right granted hereunder unless otherwise provided or permitted under the terms of this Agreement.

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IN WITNESS WHEREOF, 2454 North Ashland, LLC, an Illinois limited liability company, has caused its name to be signed to these presents as of this 9th day of August, 2000.

2454 North Ashland, LLC,
an Illinois limited liability company

By: [Signature]
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that STEVEN GOLDMAN, as a manager of 2454 North Ashland, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said 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 August 8th, 2000.



[Signature]
Notary Public

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CONSENT OF MORTGAGEE

Mid America Bank, fsb., Successor by Merger with Westco Bancorp, Inc., ("Lender") as holder of a certain Mortgage dated March 26, 1998, and recorded in the office of the Cook County Recorder of Deeds on March 30, 1998 as Document No. 98247493 hereby consents to the execution and recording of the within Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements ("Declaration"), including the plat attached thereto and agrees that said Mortgage is subject thereto.

IN WITNESS WHEREOF, Mid America Bank, fsb., Successor by Merger with Westco Bancorp, Inc. has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Naperville, Illinois, on this 7th day of August, 2000.

MID AMERICA BANK, FSB., SUCCESSOR
BY MERGER WITH WESTCO BANCORP,
INC.

By: Garrett E. Buhle
Its: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Garrett E. Buhle, as Vice President of Mid America Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of said and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal August 7, 2000.

Ronnie L. Griffith
Notary Public



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EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 2454-56 N. ASHLAND, CHICAGO, ILLINOIS

Legal Description of Parcel

LOTS 44, 45 AND 46 IN BLOCK 5 IN FULLERTON'S SECOND ADDITION
TO CHICAGO IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 2454-56 North Ashland (a/k/a 1601 West Altgeld), Chicago, Illinois

P.I.N.s: 14-30-410-017; 14-30-410-018; 14-30-410-019

UNOFFICIAL COPY**EXHIBIT B****DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RECIPROCAL EASEMENTS
FOR 2454-56 NORTH ASHLAND, CHICAGO, ILLINOIS****Legal Description of Residential Property**

Lots 44, 45 and 46 In Block 5 of Fullerton's Second Addition to Chicago of the South ½ of the Southeast ¼ of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois Except Therefrom:

Retail Area:

That property and space which is contained within and between that horizontal plane located 12.94 feet above Chicago City Datum, and that certain other horizontal plane located 22.98 feet above Chicago City Datum and which lies within the boundaries projected vertically of that part of said lots 44, 45 and 46, taken as a single tract described as follows:

Commencing at the Northeast corner of said Lot 46; thence South along the East line of said Lot 46, a distance of 0.06 feet to the corner of a four story brick and concrete building commonly known as 1601 West Altgeld Street; thence West along the face of said building, a distance of 1.15 feet; thence South a distance of 1.38 feet to the face of an interior wall of said building for a Place of Beginning; thence South along the face of said wall, a distance of 31.92 feet to a corner of the wall; thence Southwesterly along the face of said wall, a distance of 5.59 feet to a corner of said wall; thence South along the face of said wall, a distance of 12.73 feet to a corner of said wall; thence Southeasterly along the face of said wall, a distance of 5.44 feet to a corner of said wall; thence South along the face of said wall, a distance of 18.16 feet to a corner of said wall; thence West along the face of said wall, a distance of 28.13 feet to a corner of said wall; thence North along the face of said wall, a distance of 67.53 feet to a corner of said wall, thence East along the face of said wall, a distance of 28.13 feet to the Place of Beginning.

Parking Spaces For Retail Area:

That property and space which is contained within and between that horizontal plane located 12.95 feet above Chicago City Datum, and that certain other horizontal plane located 26.67 feet above Chicago City Datum and which lies within the boundaries projected vertically of that part of said lots 44, 45 and 46, taken as a single tract described as follows:

Commencing at the Northwest corner of said Lot 46; thence East along the North line of said Lot 46, a distance of 0.55 feet; thence South, a distance of 0.09 feet to the corner of a four story brick and concrete building, commonly known as 1601 West Altgeld Street; thence East along the face of said building, a distance of 0.85 feet; thence South, a distance of 0.80 feet to the face of an interior wall of said building; thence East along the face of said interior wall, a distance of 60.82 feet to a corner of the said wall for a Place of Beginning; thence South along the face of said wall, a distance of 8.22 feet to a corner of the wall; thence East along the face of said wall, a distance of 2.62 feet to a corner of said wall; thence South along the face of said wall, a distance of 31.32 feet; thence West at right angles to said wall, a distance of 21.11 feet, thence North, a distance of 39.54 feet to a point on the face of an interior wall which is 18.52 feet West of the Place of Beginning; thence East along the face of said interior wall, a distance of 18.52 feet to the Place of Beginning.

EXHIBIT C

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RECIPROCAL EASEMENTS
FOR 2454-56 NORTH ASHLAND, CHICAGO, ILLINOIS**

Legal Description of Retail Property

Retail Area:

That property and space which is contained within and between that horizontal plane located 12.94 feet above Chicago City Datum, and that certain other horizontal plane located 22.98 feet above Chicago City Datum and which lies within the boundaries projected vertically of that part of said lots 44, 45 and 46, taken as a single tract described as follows:

Commencing at the Northeast corner of said Lot 46; thence South along the East line of said Lot 46, a distance of 0.06 feet to the corner of a four story brick and concrete building commonly known as 1601 West Altgeld Street; thence West along the face of said building, a distance of 1.15 feet; thence South a distance of 1.38 feet to the face of an interior wall of said building for a Place of Beginning; thence South along the face of said wall a distance of 31.92 feet to a corner of the wall; thence Southwesterly along the face of said wall, a distance of 5.59 feet to a corner of said wall; thence South along the face of said wall, a distance of 12.73 feet to a corner of said wall; thence Southeasterly along the face of said wall, a distance of 5.44 feet to a corner of said wall; thence South along the face of said wall, a distance of 18.16 feet to a corner of said wall; thence West along the face of said wall, a distance of 28.13 feet to a corner of said wall; thence North along the face of said wall, a distance of 67.53 feet to a corner of said wall, thence East along the face of said wall, a distance of 28.13 feet to the Place of Beginning.

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EXHIBIT D

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 2454-56 NORTH ASHLAND, CHICAGO, ILLINOIS

Plans and Specifications for Approved Signs and Awnings

Property of Cook County Clerk's Office

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ASHLAND & AITGELD - 2454 N. ASHLAND AV. CHICAGO, IL.

Location: Chicago, IL

Design Number: 879-279

Sheet: 1 of 4

File Name: StarC-86079.dwg

Designer: C. Cunningham

Manufacturer: Rubin Mortare

Date: 11-24-97

Luminaire:
Date: 11/23/97

Starbucks:
Date:

Revision:

TubeArt

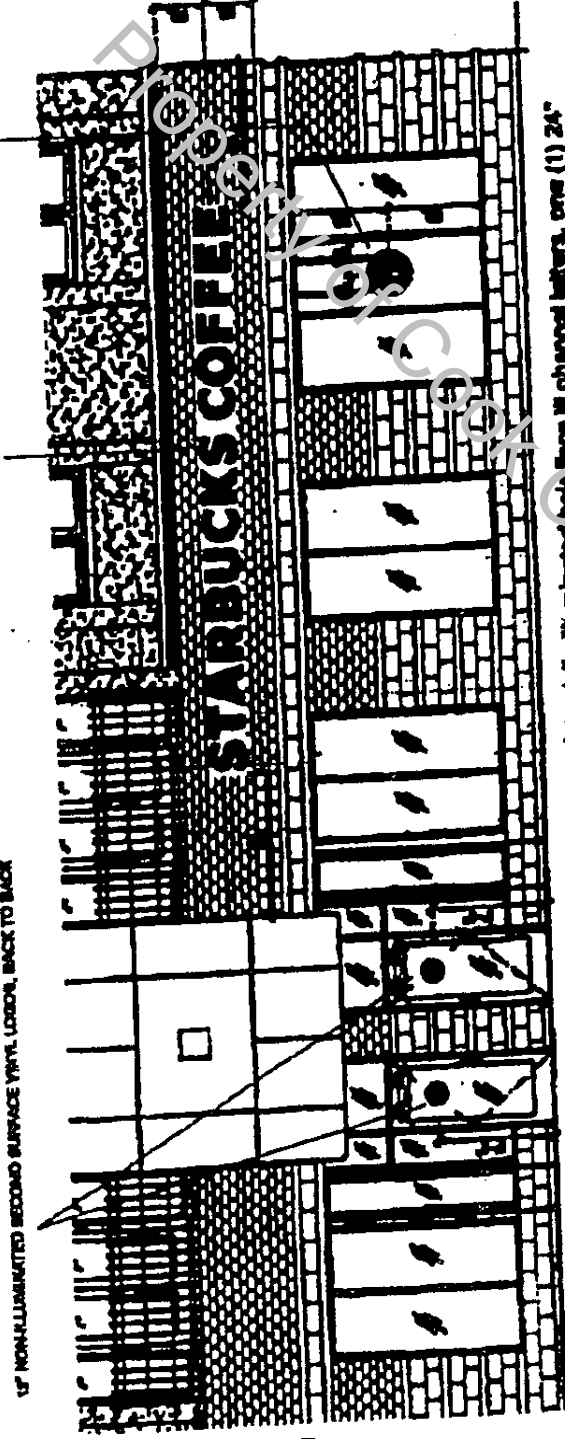
2730 Occidental Ave. S.
Seattle, WA 98134

206-223-1121
206-542-9654 USA
206-223-1123 FAX

This project subject is protected under Federal Copyright Laws. Any unauthorized reproduction of this design is prohibited.

18" GREEN INTERNALLY ILLUMINATED HALO/FACE LIT CHANNEL LETTERS

24" INTERNALLY ILLUMINATED SUSPENDED WINDOW LOGO DISK

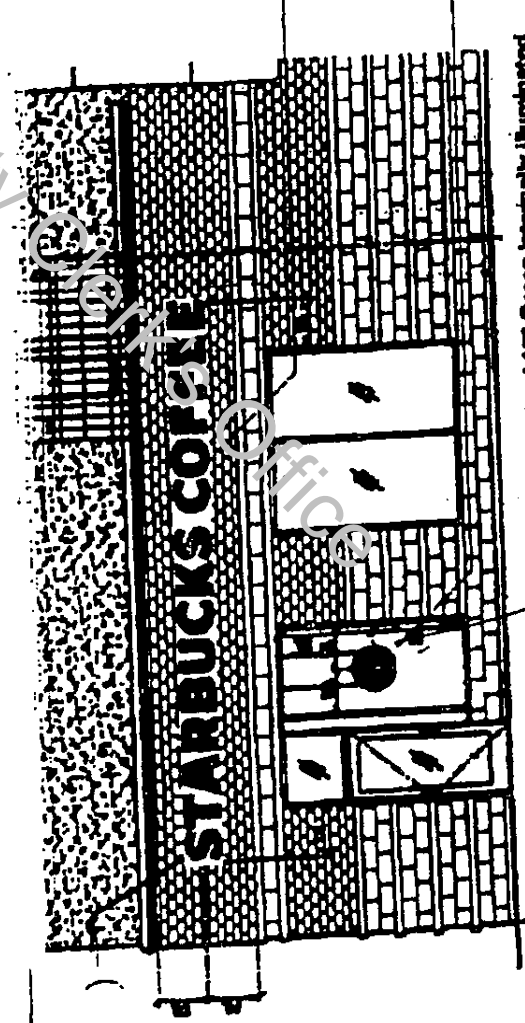


East Elevation: Manufacture and install one (1) set of 18" Green internally illuminated halo face lit channel letters, one (1) 24" internally illuminated double face suspended window logo disk and four (4) 12" x 60" surface vinyl logos, back to back.

Scale: 1/8" = 1'-0"

18" GREEN INTERNALLY ILLUMINATED HALO/FACE LIT CHANNEL LETTERS

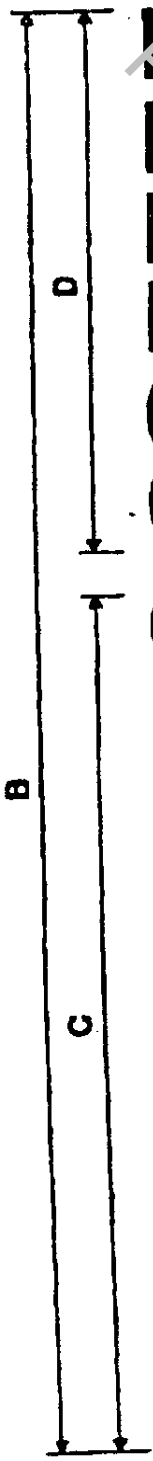
24" INTERNALLY ILLUMINATED SUSPENDED WINDOW LOGO DISK



North Elevation: Manufacture and install one (1) set of 18" Green internally illuminated halo/faces lit channel letters and one (1) 24" internally illuminated double face suspended window logo disk.

Scale: 1/8" = 1'-0"

ASHLAND & ALTGELD - 2454 N. ASHLAND AV. CHICAGO, IL



STARBUCKS COFFEE

SS

Front View

18"	24-31/2"	16-8"	9-8"	3.44"	22.19"	178"	18"	7/16"
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- 1: Figured as per rectangular area
- 2: Figured as individual letter area

SPECIFICATIONS:

- Internally illuminated channel letters to be fabricated from 0.60 / 2008 aluminum with White interior and polished Black exterior, 5" deep. Letters to be 2 1/8" Clear Lumen, pop-riveted to substrates and sealed.
- Channel letters to be 2 1/8" White acrylic with 3/16" Epoxy Therman rubber edging. Centers of faces to be 1/8" offset from 3M Backlight #200-78 Honey Green backgrounds with White show thru scratch borders.
- Internally illuminated letters with 30 m.a., double-tube of E-1000 W 1/2" neon glass. Power with 180V Fluores transformers. Transformers to be located within remote metal transformer boxes behind wall. All 1/2" hex nuts used in letters to be Electro-Bit.
- Remote transformer box(es) to be fabricated from a heat treated and angle iron construction.
- Fasten letters to wall with required fasteners. Fasteners to be 1" off of wall.

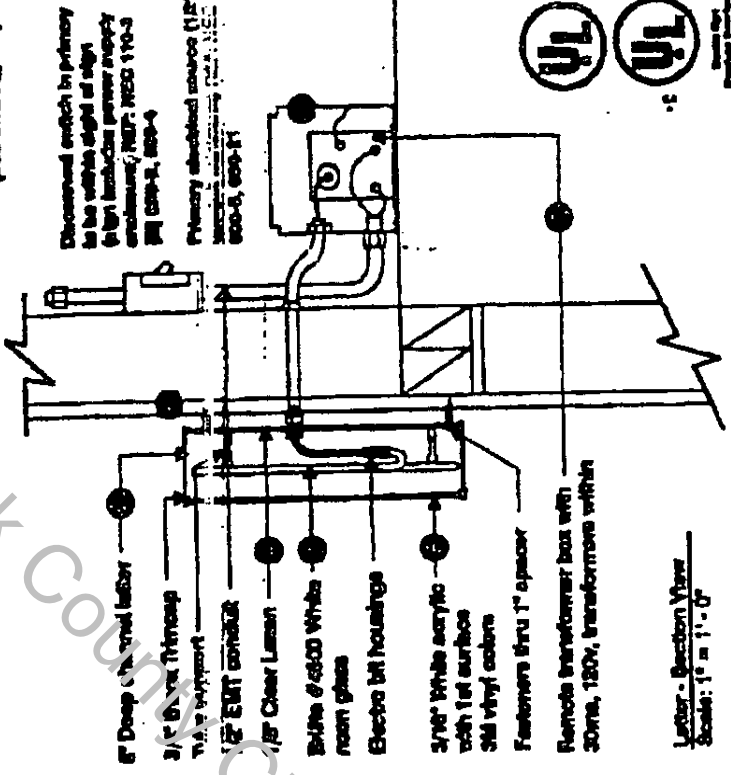


Neon Detail - NTB

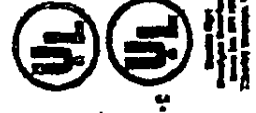
Exposed white border per sheet @ left

Dimensional switch in primary to be white slight at right (light indicates primer epoxy enclosure) NEMA 100 110-3 100-3, 600-4

Primary electrical source (120V AC) 600-3, 600-4



Letter - Section View
Scale: 1" = 1'-0"



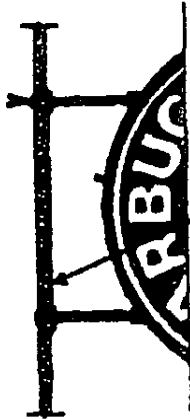
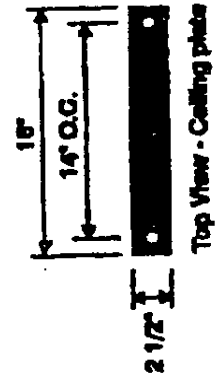
Location: Chicago, IL
 Design Number: 07-19
 Sheet: 2 of 4
 File Name: StarCoff079.dwg
 Designer: C. Cunningham
 Subcontractor: Rubin Architects
 Date: 11-24-99

Approved: [Signature]
 Date: 12-13-99
 StarBUCKS:
 Revision:
 TubeArt

2730 Occidental Ave. S.
 Seattle, WA 98134
 204-273-1122
 800-567-2854 USA
 204-273-1123 FAX

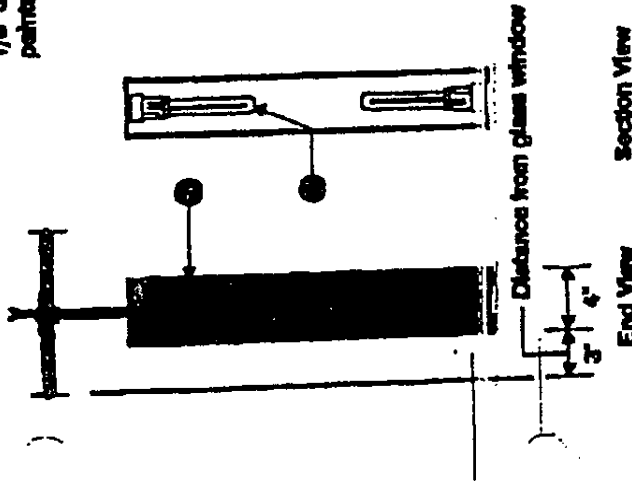
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Ceiling attachment options:
1/8" Steel ceiling plate,
painted Black

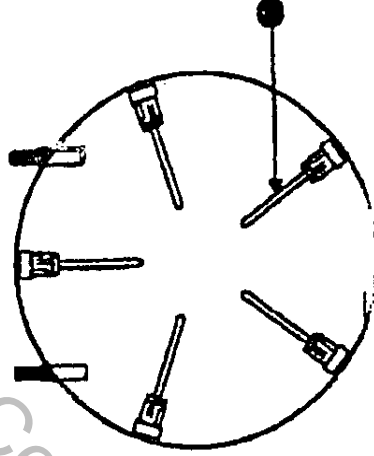
Discontinuity of sketch



End View Section View



Front View
Scale: 1" = 1'-0"



Open View - Lamp layout

Location: Chicago, IL
Project Number: 89-219
Sheet: 3 of 4
Fabricator: Star-CRU/79.cdr
Designer: C. Cunningham
Subcontractor: Rubin Moore
Date: 11-24-99

Approved: [Signature]
Lamp: [Signature]
Date: 12/13/99
Starbucks: [Signature]
Date: [Signature]
Revision: [Signature]

AlbeArt

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800-567-3154 USA
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SPECIFICATIONS:

- 1 Double faced internally illuminated suspended window logo disk.
- 2 Logo disk cabinet to be 4" deep, fabricated from 1/8" aluminum, painted Black.
- 3 Faces to be 3/16" White acrylic with 3/16" Black Theroap minner edging. Graphics of logo to be 1/4" surface 3M Translucent Scotchlite vinyl. Copy to show thru White of Holly Green #230-78 background. Logo to show thru White of Black #230-82 background.
- 4 Self-contained internally illuminated logo disk with five (5) 9 watt, 4100K (cool white) compact fluorescent lamps and ballasts. 120v Primary who to run thru 1/2" rigid conduit to ceiling.
- 5 Ceiling plate to be 1/8" steel, painted Black. Suspend logo from ceiling with 1/2" rigid conduit, painted Black. Length of conduit from ceiling to vary per location. Center of logo above grade

TOTAL P. 05

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Location: Chicago, IL
 Design Number: 67748
 Sheet: 4 of 4
 File Name: StarCHRA791.cdr
 Designer: C. Cunningham
 Salesperson: Robin Martho
 Date: 11-24-99

Lender: [Signature]
 Date: [Signature]
 Starbucks:
 Date:
 Revision:

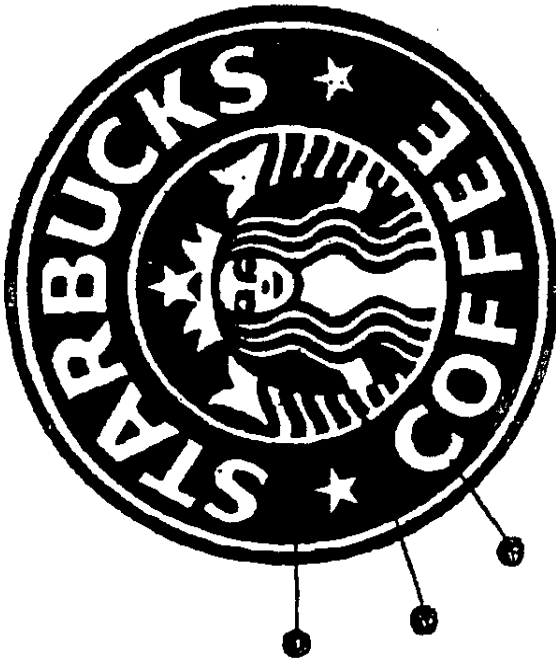
TubeArt

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SPECIFICATIONS:

Four (4) 12" second surface vinyl logos (back to back).

- ① 3M Scotchlod Series #230-78 Translucent Holly Green Vinyl.
- ② 3M Scotchlod Series #230-22 Translucent Black Vinyl.
- ③ 3M Scotchlod Series #220-20 Matte White Vinyl Background or existing white background.