

This instrument prepared by
and after recording return to:
Thomas H. Page
Barack Ferrazzano
Kirschbaum Perlman & Nagelberg LLC
333 West Wacker Drive
Suite 2700
Chicago, Illinois 60606



DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 11th day of April, 2002, by Amalgamated Bank of Chicago, as Trustee under a Trust Agreement dated July 31, 2000 and known as Trust No. 5883 ("Declarant").

RECITALS

- A. Declarant is the owner of that certain real property situated in the City of Calumet City, County of Cook, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Shopping Center"), which Shopping Center is made up of two (2) parcels, legally described on Exhibit "A" and referred to herein as "Parcel A" and "Parcel B." The Shopping Center is shown on the Site Plan attached hereto and made a part hereof as Exhibit "B". Parcel A and Parcel B are each identified on Exhibit "B".
- B. Declarant presently owns Parcel A and intends to cause or permit the development of Parcel A.
- C. Declarant also presently owns Parcel B and intends to cause or permit the development of Parcel B.
- D. Declarant desires to impose certain easements upon all of the Shopping Center and to establish certain covenants, conditions and restrictions with respect to all of the Shopping Center, for the mutual and reciprocal benefit and compliment of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, the Declarant hereby covenants and agrees as follows:

AGREEMENTS1. Definitions. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the Declarant and any and all successors or assigns of Declarant as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the Shopping Center subjected to this Declaration, that is, Parcel A and Parcel B, and any future subdivisions thereof.
- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Common Area" shall mean those portions of Parcel A and Parcel B that are outside of the exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved or are improved as water retention or detention areas, parking areas, landscaped areas, driveways, roadways and/or walkways, and the Common Area shall include the Joint Drive. It is acknowledged that each of the Owner of Parcel A and the Owner of Parcel B (each subject to the terms of this Declaration) shall have the right in such Owner's sole discretion to modify the Common Area on such Owner's Parcel at any time and from time to time, so long as any such modification does not conflict with this Declaration. That portion of the Common Area on each Parcel that also contains the Joint Drive (as hereinafter defined and provided) shall be subject to certain additional provisions with respect to the right to relocate the same and other matters as hereinafter provided in Paragraph 2.1 of, and elsewhere in, this Declaration.
- (e) The term "Site Plan" shall mean the site plan attached hereto as Exhibit "B".
- (f) The term "Joint Drive" shall mean that area on Parcel A and Parcel B that is identified on the Site Plan attached hereto and made part hereof as the Joint Drive, as the location thereof may be changed in accordance with Paragraph 2.1 hereof.

2. Easements.

2.1. Grant of Joint Drive Easement; Relocation of Joint Drive. Subject to any express conditions, limitations or reservations contained herein, each Owner of a Parcel grants to the other Owner(s) and its Permittees the following non-exclusive and perpetual easement:

An easement for reasonable access, ingress and egress over the Joint Drive, so as to provide for the passage of automobiles, vans, trucks and other motor vehicles and/or pedestrians over and across and to and from each and all of the following: the Joint Drive and Torrence Avenue.

The Owner of Parcel A shall initially construct the Joint Drive. Such construction shall be done in accordance with the Site Plan. The location of the Joint Drive and ingress and egress thereto between the Parcels and to and from Torrence Avenue may not be changed, relocated or moved without the consent of all Owners, and each such Owner may withhold such consent for any or no reason and shall not be obligated to act reasonably.

2.2. Grant of Self-Help Easement. Subject to any express conditions, limitations or reservations contained herein, each Owner of a Parcel grants to the other Owner(s), the following self help easement:

An easement to enter upon a Parcel pursuant to the self-help provisions of Paragraph 8.2 hereof for the purpose of performing any obligation which the Owner of such Parcel is required to perform under this Declaration but fails or refuses to perform within the applicable time period provided in said Paragraph 8.2.

2.3. Grant of Drainage Easements. In addition to the easements granted and reserved pursuant to Paragraphs 2.1 and 2.2 hereof, there is hereby expressly granted and reserved a non-exclusive, perpetual easement in favor of Parcel A and Parcel B, for the benefit of all Owners and their respective Permittees, upon, under, over, above and across the Common Area of Parcel A and Parcel B for the discharge and drainage of storm water runoff.

2.4. Grant of Utility Easements.

- (a) Declarant hereby declares and establishes, for the benefit of all Owners and of the Shopping Center and as a burden upon the affected easement parcels, non-exclusive easements upon, under, through and across those parts of the Common Area that are not within any permissible building areas shown on the Site Plan for the installation, maintenance, repair and replacement of water drainage systems or structures, water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas in each building from time to time located within the Shopping Center; provided that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere unreasonably with the normal operation of the Shopping Center, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened parcel(s), which approval shall not be unreasonably withheld or delayed, and (iii) except in an emergency, the right of any Owner to enter upon

the parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon the obtaining of the prior written consent of such other Owner as to the time and manner of entry, which consent shall not be unreasonably withheld or delayed. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be, to the extent reasonably possible, installed and maintained below the ground level or surface of the Shopping Center.

- (b) In the event an Owner, in exercising the easement rights granted in this Paragraph 2.4, disturbs or otherwise damages any portion of the improvements located within the Shopping Center, such Owner shall expeditiously prosecute to completion the utility work and, at its sole expense, shall immediately restore and repair such improvements to the condition existing prior to the commencement of such construction. In the event that it shall become necessary to grant any utility easements and related rights to local utility companies as a condition of their providing or continuing service, such easements and rights shall be granted so long as the Owner required to execute such instruments deems the terms and conditions of any such grant to be reasonably acceptable.

2.5. Grant of Parking Easements. Subject to any express conditions, limitations or reservations contained herein, each of the Owners of Parcel A and Parcel B grants to each other Owner and its Permittees a perpetual easement for parking of automobiles, vans, trucks, motorcycles and other motor vehicles and of bicycles and other non-motor vehicles on and within any parking areas from time to time located on the property of the grantor Owner. Such parking easements shall be non-exclusive.

2.6. Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or in any manner relating to the use by the indemnifying Owner or its Permittees of any easement granted hereunder except as may result from the gross negligence or intentional misconduct of the Owner whose Parcel is subject to the easement or its Permittees.

2.7. Reasonable Use of Easements.

- (a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

- (b) Once utility lines, systems and equipment are installed pursuant to the easements granted in Paragraph 2.4 hereof, no permanent buildings, structures, trees or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of shopping centers) shall be placed over or permitted to encroach upon such utility installations. The Owner of the Parcel served by such utility installations shall not unreasonably withhold its consent to the reasonable relocation of such utility installations requested by the Owner of a Parcel where such utility installations are located, at such requesting Owner's sole cost and expense, so long as utility services to the consenting Owner's Parcel are not unreasonably interrupted and the remaining provisions of this Paragraph 2.7 are complied with.
- (c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to interfere as little as reasonably practicable with the business of any other Owner and its Permittees.
- (d) Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth in Paragraphs 2.2, 2.3, 2.4 and 2.5 hereof, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to interfere as little as reasonably practicable with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.
- (e) Notwithstanding the foregoing or anything contained in this Declaration to the contrary, the Owner of each Parcel and its Permittees shall in no event undertake any work described in Paragraph 2.7(d) above (except normal minor repairs in the ordinary course which do not interfere with the business of the Owner of the other Parcel and its Permittees) which is not of an emergency nature during the months of November or December unless the Owner of the other Parcel shall consent thereto, and such other Parcel Owner may withhold such consent for any or no reason and shall not be required to act reasonably.

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3. Maintenance.

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3.1. General. Until such time as buildings and/or common area improvements are constructed on a Parcel, the Owner thereof shall maintain its Parcel in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust or dirt and litter or debris.

3.2. Buildings. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) tear down and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. No buildings or other improvements shall be placed in or obstruct the Joint Drive or be constructed outside of the permissible building areas shown on the Site Plan.

3.3. Common Area. Each Parcel Owner covenants at all times during the term hereof to maintain or cause to be maintained all Common Area located within its Parcel (including, without limitation, the Joint Drive) in good order, condition and repair, and, in connection therewith, to make any and all repairs and replacements with respect to such Common Area, including, without limitation, capital repairs and replacements, as may be necessary from time to time. Following the construction of improvements thereon, maintenance of the Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and roadway areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining the water detention and drainage facilities and performing any and all such other duties (including, without limitation, making all capital and non-capital repairs and replacements as may be necessary from time to time) as are necessary to maintain such Common Area in a clean, safe and orderly condition. Once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of the affected Parcel shall, with due diligence, repair, restore and rebuild the Common Area of such Parcel (including but not limited to the portion of the Joint Drive, if any, on such Parcel) to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), and the Owner(s) of the other Parcels shall not be obligated to contribute to the cost of such repair, restoration or rebuilding.

3.4. Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good

order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner.

4. Restrictions.

4.1. General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition to the foregoing, throughout the term of this Declaration, it is expressly agreed that neither all nor any portion of Parcel A or Parcel B shall be used for purposes of a cocktail lounge or bar (except in connection with a restaurant permitted hereunder), disco, theater, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, adult bookstore, adult theater, adult amusement facility, any facility selling, renting or displaying pornographic materials or having such displays, auction house, children's play or party facility (except that such prohibition shall not prevent the operation of a children's play or party facility as an incidental part of any business permitted hereunder whose primary purpose is the operation of a fast food restaurant with a drive through window[s]), rummage store operated similar to Salvation Army or Good Will stores, odd lot, closeout or liquidation store, flea market, educational or training facility (other than as an incidental use), blood bank, banquet, sports or exercise club, health spa or salon, fitness center, diet or weight loss clinic, the sale, display, repair or leasing of automobiles, trucks, trailers or other vehicles, outdoor housing or raising of animals, a funeral establishment, pawn shop, an outdoor circus or other outdoor entertainment, outdoor meetings, a shooting gallery, off track betting establishment, refinery, any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms, for bingo or similar games of chance, car wash, car rental agency, or any use which creates a nuisance.

4.2. Additional Parcel B Restrictions.

- (a) Throughout the term of this Declaration, it is expressly agreed that neither all nor any portion of Parcel B shall be used for any one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the sale of so-called health and/or beauty aids and/or drug sundries; (iii) the operation of a business in which food or food stuffs are offered for sale for consumption off the premises; (iv) the operation of a business in which greeting cards and/or gift wrap are sold; and/or (v) the sale of photofinishing services and/or photographic film.
- (b) Notwithstanding subparagraph (a) above:
 - (i) the restrictions contained in subparagraph (a)(ii) above pertaining only to the sale of so-called "health and/or beauty aids and/or

drug sundries” shall not apply to the sale of hair care items by a barber shop or hair salon, so long as the sale of such hair care items shall in no event exceed ten percent (10%) of the building floor area (including related aisle space) of any such barber shop or hair salon business or one hundred (100) square feet of such barber shop’s or hair salon’s building floor area (including related aisle space), whichever is less;

- (ii) the restrictions contained in subparagraph (a)(iii) above pertaining only to “the operation of a business in which food or food stuffs are offered for sale for consumption off the premises” shall not apply to the sale of food or food stuffs for consumption off the premises by a video rental or sale business, so long as such video rental or sale business sells food or food stuffs incidental to such video rental or sale operation in no more than one hundred (100) square feet of building floor area (including related aisle space);
- (iii) the restrictions contained in subparagraph (a)(ii) above pertaining only to the sale of so-called “health and/or beauty aids and/or drug sundries” and the restrictions contained in subparagraph (a)(iii) above pertaining only to the “operation of a business in which food or food stuffs are offered for sale for consumption off the premises” shall not apply to (x) the operation of a restaurant, (y) the operation of a grocery store, supermarket or other store on Parcel B, provided that each such store under this subparagraph (y) occupies 30,000 square feet or more of first floor building area and the principal business of each such store shall be the sale of food or food stuffs for consumption off the premises or (z) the operation of a store on Parcel B occupying 3,000 square feet or more of building floor area and whose principal and primary business is the sale of fresh fruit, fresh vegetables and other fresh produce, provided, however, that nothing contained in this subparagraph (iv) shall permit the operation of a convenience store on Parcel B, including, but not limited to, those that are currently operated by White Hen Pantry, 7-Eleven and the like; and
- (iv) the restrictions contained in subparagraph (a)(iv) above pertaining only to “the operation of a business in which greeting cards and/or gift wrap are sold” shall not apply to the sale of greeting cards and/or gift wrap as an incidental part of another primary business on Parcel B, provided, however, that in no event shall any one occupant of Parcel B devote in excess of one hundred (100) square feet of such occupant’s building floor area (including related aisle space) or ten percent (10%) of such occupant’s

building floor area (including related aisle space), whichever is less, to the sale and display of greeting cards and/or gift wrap.

- 4.3. Drive-Throughs. No facility on Parcel A or Parcel B for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended (as, for example, at a restaurant or bank) shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand on another Parcel or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across another Parcel.
5. Insurance. Throughout the term of this Declaration, each Owner shall procure and maintain comprehensive public liability and property damage insurance against claims for personal injury, death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) (including umbrella coverage, if any), or such greater amount as may from time to time be reasonable and prudent under the circumstances.
6. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
7. No Rights in Public. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B.
8. Remedies and Enforcement.
- 8.1. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, any other Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including, without limitation, payment of any amounts due and/or specific performance.
- 8.2. Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by another Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and to be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at a per annum rate equal to the prime rate of Bank One (or its successors or assigns), plus two percent (2%) per annum (not to exceed the maximum rate of interest allowed by law). Without limitation of the foregoing, in the case of any breach of this Declaration or threat thereof involving loss or material impairment (in the good faith determination of the non-defaulting Owner) of ingress or egress to or from the Joint Drive or involving an emergency situation that if not

corrected would or may result in damage to property or would or may materially impair the conduct of business in a reasonable manner on the non-defaulting Owner's Parcel or involving unauthorized parking of vehicles on the non-defaulting Owner's Parcel, the non-defaulting Owner shall not be obligated to wait for the expiration of the above referenced cure period before acting under this Paragraph 8.2 and may, but shall not be obligated to, act immediately under this Paragraph 8.2.

8.3. Lien Rights. Any claim for reimbursement, including, without limitation, interest as aforesaid, and all costs and expenses (including, without limitation, reasonable attorneys' fees) awarded to any Owner in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien priority with respect thereto in the Office of the County Recorder of Cook County, Illinois; provided however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Cook County, Illinois prior to the date of recordation of said notice of lien priority, (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien priority, and (iv) the lien of a first mortgage or deed of trust made in good faith for value to an institutional mortgagee or trustee (such as, by way of example and not limitation, a bank pension fund, savings and loan association, insurance company, or like institution). All liens recorded subsequent to the recordation of the notice of lien priority described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien priority was recorded, the party recording same shall record an appropriate release of such notice of lien priority and Assessment Lien.

8.4. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

8.5. No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9. Term. The covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the County Recorder for Cook County, Illinois and shall remain in full force and effect until December 31, 2075, and the easements granted herein shall continue in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B in accordance with

Paragraph 10.2 hereof. If, after said initial term, Parcel A shall then be used for commercial purposes (except for periods of disuse due to causes of a force majeure nature), then the covenants, conditions and restrictions contained in this Declaration shall continue for such longer period as Parcel A is so used for commercial purposes.

10. Miscellaneous.

10.1. Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding from the non-prevailing party.

10.2. Amendment. The Declarant agrees that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Cook County, Illinois.

10.3. Consents. Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Except as otherwise provided herein, if any person or entity having the right of consent or approval hereunder fails to give such consent or approval, or specific grounds for disapproval, within the applicable time period (or if no time period is provided, within fifteen (15) days of receipt of the request therefor), the person or entity shall be deemed to have denied its approval or consent (in the case of any approval or consent as to which the approving or consenting party, by the terms of this Declaration, is not required to act reasonably) and in all other cases shall be deemed to have given its approval or consent. Any request for consent or approval shall: (a) be in writing; (b) specify the paragraph or subparagraph hereof which requires that such notice be given or that such consent or approval be obtained; (c) if applicable, clearly and conspicuously state that the failure to respond to the notice or request within the stated time period shall be deemed the equivalent of the recipient's approval or consent to the subject matter of the notice or request for approval or consent; and (d) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.

10.4. No Waiver. No waiver of any default of any obligation by any Owner shall be implied from any omission by any other Owner to take any action with respect to such default.

10.5. No Agency. Nothing in this Declaration shall be deemed or construed by any Owner or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

10.6. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with

the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Owners and their successors, assigns, heirs, and personal representatives.

10.7. Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall, for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee. A grantee of a Parcel shall promptly notify the other Owner(s) of such grantee's ownership of a Parcel for purposes of the receipt and delivery of notices under Paragraph 10.13 hereof.

10.8. Separability. Each provision of this Declaration, and the application thereof to Parcel A and Parcel B, is hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

10.9. Time of Essence. Time is of the essence of this Declaration.

10.10. Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

10.11. Governing Law. The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Declaration.

10.12. Estoppel Certificates. Each Owner, within fifteen (15) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

10.13. Notices. Notices or other communications hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their

respective addresses for notice hereunder by like notice to the other party or parties. The notice address of the Declarant is as follows:

Declarant: Amalgamated Bank of Chicago,
as Trustee of Trust No. 5883
c/o National Shopping Plazas, Inc.
333 W. Wacker Drive, Suite 2750
Chicago, Illinois 60606
Attn: George D. Hanus, President

10.14. No Implied Easements. No easements, except those specifically set forth herein, are granted or implied, and without limiting the foregoing, no easements for parking or signage are granted or implied between the Parcels.

10.15. Ownership of the Shopping Center. The ownership of the entire Shopping Center by the same party shall not affect the terms of this Declaration.

10.16. Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

10.17. Exculpation. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Amalgamated Bank of Chicago, as Trustee of Trust No. 5883, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein and this instrument is executed and delivered by said Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Amalgamated Bank of Chicago or any of its beneficiaries at any time under the Trust Agreement for Trust No. 5883, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

AMALGAMATED BANK OF CHICAGO, as
Trustee of Trust No. 5883 and not personally

By: John J. Malone John J. Malone
Its: Vice President
Attest: Lawrence M. Kaplan Lawrence M. Kaplan
Its: Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0020426511

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared John J. Malone and Lawrence M. Kaplan, to me known to be the persons described in and who executed the foregoing instrument as Vice President and Vice President, respectively, of Amalgamated Bank of Chicago, as Trustee under a Trust Agreement dated July 31, 2000 and known as Trust No. 5883, and severally acknowledged before me that they executed the same as such officers in the name of and on behalf of said company, in its capacity as Trustee as aforesaid.

Witness my hand and official seal in the county and state last aforesaid this 11th day of April, 2002.

(Seal)

Joan M. DiCosola
(Signature)

Print Name JOAN M. DICOSOLA

ASSISTANT VICE PRESIDENT
(Title)

My commission expires:

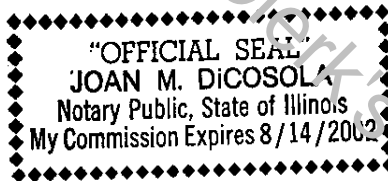


EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL A AND PARCEL B

PARCEL A

LOTS 13 THROUGH 17, BOTH INCLUSIVE, IN BLOCK 5 IN FORD CALUMET CENTER, A SUBDIVISION OF THE WEST 1376.16 FEET OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: Vacant Lots on Torrence Avenue, South of Wilson, Calumet City, Illinois

PIN: 30-07-308-007; 008; 009; 010; 011

PARCEL B

LOTS 7 THROUGH 12, BOTH INCLUSIVE, IN BLOCK 5 IN FORD CALUMET CENTER, A SUBDIVISION OF THE WEST 1376.16 FEET OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: Vacant Lots on Torrence Avenue, South of Wilson, Calumet City, Illinois

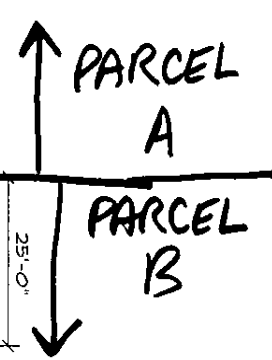
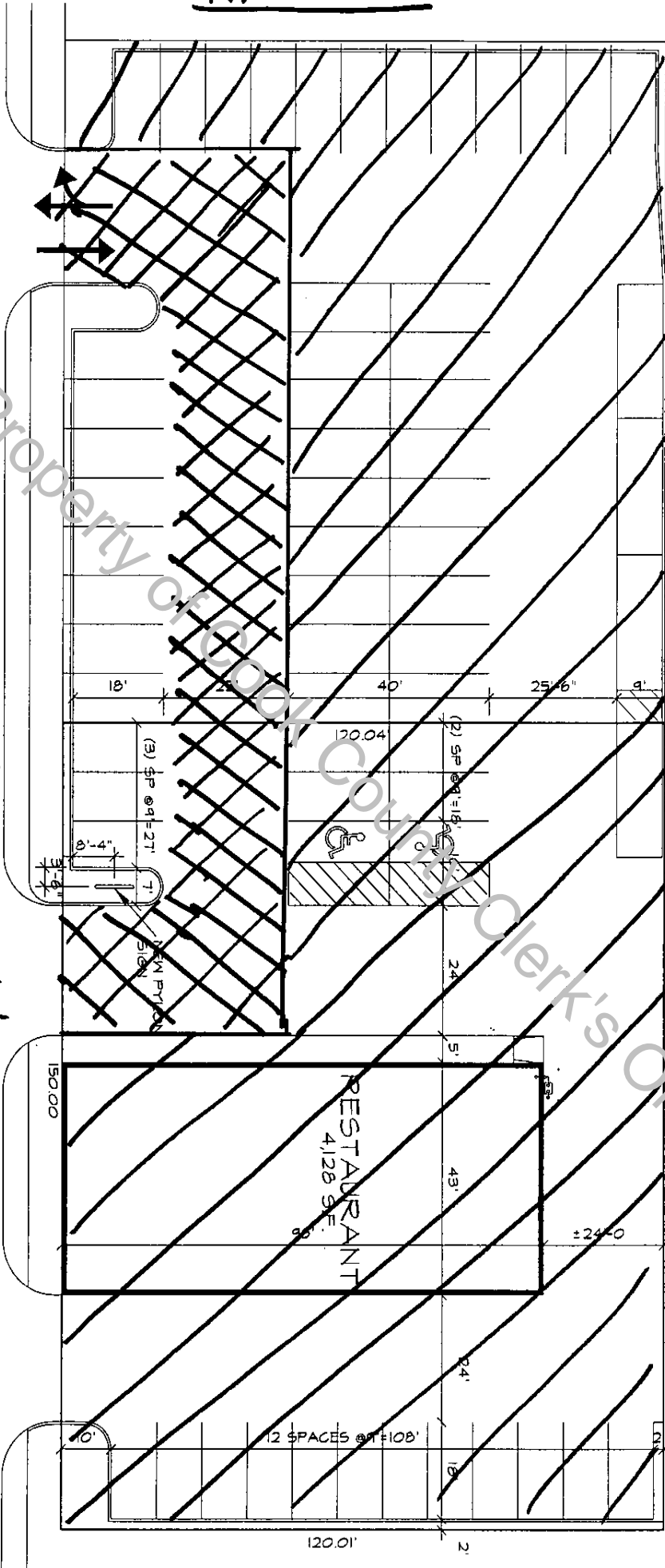
PIN: 30-07-308-012; 013; 014; 015; 016; 017


UNOFFICIAL EXHIBIT "B" COPY


0020426511

KMA PROJECT# 0145 3/8/02
TORRENCE & OLYMPIA
GHDC
SITE PLAN SCALE 1"=30'-0"

Property of Cook County Clerk's Office



 Joint Drive

 Permissible Bldg Area



KMA & ASSOCIATES, INC. ARCHITECTS
1141 LAKE COOK ROAD
DEERFIELD, ILLINOIS
(847) 945-6869
SUITE F
60015-5235
FAX (847) 945-0284