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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made and entered into as of the 5th day of September, 2003, by and between **270 EAST PEARSON, L.L.C.**, an Illinois limited liability company ("270") and **840 LAKE SHORE DRIVE, L.L.C.**, an Illinois limited liability company ("840") (270 and 840 are sometimes together referred to herein as the "Declarant").

RECITALS:

A. The terms used in the Recitals, if not otherwise defined in the Recitals, shall have the meanings set forth in Article II hereof.

B. 270 leases the land, property and space situated in Chicago, Cook County, Illinois and legally described on Exhibit A attached hereto and made a part hereof (the "270 Parcel") pursuant to a certain Ground Lease between Northwestern University, as lessor, and 270, as lessee, dated as of July 31, 2000 and recorded with the Recorder on August 2, 2000 as document number 00584667 and re-recorded with the Recorder on August 11, 2000 as document number 00614549, as amended by a First Amendment to Ground Lease dated as of October 30, 2000 and recorded with the Recorder on March 2, 2001 as document number 0010169900, and as further amended by a Second Amendment to Ground Lease dated on or about the date hereof and recorded with the Recorder on or about the date of recording of this Declaration (collectively, and as the same may be further amended or amended and restated after the date hereof, and together with any replacements or substitutions therefor, the "270 Lease"). 270 owns the improvements located on the 270 Parcel, and the improvements located on the 270 Parcel as of the date hereof include, but are not limited to, a 17-story building (the "270 Building") containing or expected to contain: (i) approximately forty-two (42) residential condominium units; and (ii) a 4-level above-ground garage containing approximately ninety-two (92) parking spaces and ramps, driveways and walkways related thereto (the "270 Garage").

C. 840 leases the land, property and space situated in Chicago, Cook County, Illinois and legally described on Exhibit B attached hereto and made a part hereof (the "840 Parcel") pursuant to a certain Ground Lease between Northwestern University, as lessor, and 840, as lessee, dated as of July 31, 2000 and recorded on August 2, 2000 with the Recorder as document number 00584668 and re-recorded on August 11, 2000 with the Recorder as document number 00614550, as amended by a First

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Amendment to Ground Lease dated as of October 30, 2000 and recorded with the Recorder on March 2, 2001 as document number 0010169901 and as further amended by a Second Amendment to Ground Lease dated on or about the date hereof and recorded with the Recorder on or about the date of recording of this Declaration (collectively, and as the same may be further amended or amended and restated after the date hereof, and together with any replacements or substitutions therefor the "840 Lease"). 840 owns the improvements located on the 840 Parcel, and the improvements located on the 840 Parcel as of the date hereof include, but are not limited to, a 27-story building containing or expected to contain: (i) approximately seventy-three (73) residential condominium units; and (ii) a 2-level underground garage containing approximately one hundred thirty (130) parking spaces and ramps, driveways and walkways related thereto (the "840 Garage").

D. 840 intends to submit its leasehold interest in the 840 Parcel and its fee interest in the 840 Improvements to the Act as one condominium. 270 intends to submit its leasehold interest in the 270 Garage Parcel and its fee interest in the 270 Garage Improvements to the Act as one condominium of condominium parking space units and related common elements, and 270 intends to submit its leasehold interest in the 270 Residential Parcel and its fee interest in the 270 Residential Improvements to the Act as a separate condominium of residential condominium units and related common elements.

E. Each of the 840 Property, the 270 Residential Property and the 270 Garage Property may be structurally and functionally dependent on one or both of the others and may depend on one or both of the others, to some extent, for structural support, enclosure, ingress and egress, utility services and other facilities and components necessary for the operation and use of the 840 Property, the 270 Residential Property and the 270 Garage Property.

F. Declarant desires by this Declaration to provide for the efficient operation of the 840 Property, the 270 Residential Property and the 270 Garage Property and to assure the harmonious relationship of the owners of each such Property by providing for, declaring and creating certain easements, covenants and restrictions benefitting and burdening the 840 Property, the 270 Residential Property and the 270 Garage Property to the extent provided herein.

NOW, THEREFORE, Declarant hereby declares that the Total Property and any part thereof is and shall be owned, held, mortgaged, leased, transferred, assigned, sold, conveyed and accepted subject to this Declaration. Declarant does hereby further declare that this Declaration and each of the following provisions, easements, covenants, conditions, restrictions, burdens, uses, privileges and charges set forth herein or created hereunder shall exist at all times hereafter amongst, 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 subject to this Declaration.

ARTICLE I INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated by reference in the body of this Declaration as if fully set forth herein.

ARTICLE II DEFINITIONS

2.1 "270 Garage Improvements" means all improvements now or hereafter constructed within and upon the 270 Garage Parcel. In the event of any reconstruction of the 270 Garage Improvements pursuant to Article XI or Article XV, the 270 Garage Improvements shall include any such improvements reconstructed on the 270 Garage Parcel.

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2.2 "270 Garage Parcel" means the portion of the 270 Parcel legally described on Exhibit C attached hereto and made a part hereof.

2.3 "270 Garage Property" means, collectively, 270's leasehold interest in and to the 270 Garage Parcel and 270's fee interest in the 270 Garage Improvements.

2.4 "270 Parcel" has the meaning set forth in the Recitals.

2.5 "270 Residential Improvements" means all improvements now or hereafter constructed within and upon the 270 Residential Parcel. In the event of any reconstruction of the 270 Residential Improvements pursuant to Article XI or Article XV, the 270 Residential Improvements shall include any such improvements reconstructed on the 270 Residential Parcel.

2.6 "270 Residential Parcel" means the portion of the 270 Parcel legally described on Exhibit D attached hereto and made a part hereof.

2.7 "270 Residential Property" means, collectively, 270's leasehold interest in and to the 270 Residential Parcel and 270's fee interest in the 270 Residential Improvements.

2.8 "840 Improvements" means all improvements now or hereafter constructed within and upon the 840 Parcel. In the event of any reconstruction of the 840 Improvements pursuant to Article XI or Article XV, the 840 Improvements shall include any such improvements reconstructed on the 840 Parcel.

2.9 "840 Parcel" has the meaning set forth in the Recitals.

2.10 "840 Property" means, collectively, the 840 Parcel and the 840 Improvements.

2.11 "Act" means the Condominium Property Act of the State of Illinois in effect on the date the applicable Condominium Declaration is recorded, as amended from time to time.

2.12 "Architect" has the meaning set forth in Article XVI hereof.

2.13 "Common Elements" means all portions of a Condominium Property, and any easements appurtenant to such Condominium Property, except the Units.

2.14 "Common Walls, Floors and Ceilings" means all common structural and partition walls, floors and ceilings now or hereafter situated on or adjoining two or more of the 840 Property, the 270 Garage Property or the 270 Residential Property, or located on one Property but forming the walls, floors or ceilings of an adjoining Property.

2.15 "Condominium Association" means an Illinois not-for-profit corporation to be formed for the purpose of administering a Condominium Property pursuant to the Act.

2.16 "Condominium Declaration" means the declaration of condominium ownership and of easements, restrictions, covenants and by-laws which submits any Property to the provisions of the Act.

2.17 "Condominium Property" means any Property from and after its submission to the Act and so long as it has not been withdrawn from the Act.

2.18 "Creditor Owner", except where otherwise defined hereunder in a specific context, means an Owner to whom a payment of money or other duty or obligation is owed under this Declaration by another Owner which has failed to make such payment or to perform such duty or obligation as and when required hereunder, after the expiration of any notice and cure period.

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2.19 "Declarant" has the meaning set forth in the preamble of this Declaration.

2.20 "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, including all exhibits, amendments and supplements hereto.

2.21 "Default Rate" means the interest rate applicable to any sums owed by a Defaulting Owner to a Creditor Owner pursuant to this Declaration as further described in Section 12.5 hereof.

2.22 "Defaulting Owner", except where otherwise defined hereunder in a specific context, means an Owner who has failed to make a payment of money owed under this Declaration to another Owner or who has failed to perform any of its duties or obligations as and when required under this Declaration, after the expiration of any applicable notice and cure period.

2.23 "Depository" has the meaning set forth in Article XVII of this Declaration.

2.24 "Easements" means all easements granted, reserved, provided for, declared or created pursuant to or in accordance with the terms and provisions of this Declaration.

2.25 "Emergency Situation" means a situation: (i) impairing or imminently likely to impair structural support of the Facilities or the Improvements; or (ii) causing or imminently likely to cause bodily injury to persons or substantial physical damage to all or any portion of the Improvements or any property within or about the Total Property; or (iii) which is otherwise defined hereunder in a specific context as an Emergency Situation. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

2.26 "Facilities" means all components, and any replacements or substitutions therefor, of the equipment, machinery, systems and the like now or hereafter existing for the Improvements, including, without limitation, those relating to chilled water, domestic hot and cold water, condenser water, central air handling and fan, temperature control, security, fire protection, fire alarm annunciation and voice communication, sanitary waste, kitchen and laundry waste, storm water, electrical, gas, life safety, detector and alarm, master satellite, cable television system, master antenna, emergency power, telephone and data, elevator, loading dock, trash removal and other utility systems now or hereafter forming a part of the Total Property and designed or utilized to furnish utility and other services to any portion of the Total Property, including but not limited to: air intake valves and ducts, annunciators, antennae, boilers, boxes, brackets, cabinets, cables, chutes, coils, compactors, compressors, computers, conduits, controls, control centers, cooling towers, couplers, dampers, devices, ducts, elevator cars, elevator rails, equipment, fans, fixtures, generators, grease traps, hangers, heat traces, heat exchangers, indicators, junctions, lines, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, starters, switches, switchboards, systems, tanks, transformers, valves, wiring and the like.

2.27 "First 270 Garage Mortgage" means the first mortgage, and all amendments, supplements and extensions thereto, encumbering the 270 Garage Property or any part thereof from time to time and made by 270 or any person or entity succeeding 270 as the developer of all or substantially all of the 270 Garage Parcel. First 270 Garage Mortgage does not include a mortgage encumbering a Unit made by a Unit Owner other than 270 or any person or entity succeeding 270 as the developer of all or substantially all of the 270 Garage Parcel.

2.28 "First 270 Residential Mortgage" means the first mortgage, and all amendments, supplements and extensions thereto, encumbering the 270 Residential Property or any part thereof from time to time and made by 270 or any person or entity succeeding 270 as the developer of all or substantially all of the 270 Residential Parcel. First 270 Residential Mortgage does not include a mortgage encumbering a Unit made by a Unit Owner other than 270 or any person or entity succeeding 270 as the developer of all or substantially all of the 270 Residential Parcel.

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2.29 "First 840 Mortgage" means the first mortgage, and all amendments, supplements and extensions thereto, encumbering the 840 Property or any part thereof from time to time and made by 840 or any person or entity succeeding 840 as the developer of all or substantially all of the 840 Parcel. First 840 Mortgage does not include a mortgage encumbering a Unit made by a Unit Owner other than 840 or any person or entity succeeding 840 as the developer of all or substantially all of the 840 Parcel.

2.30 "First Mortgage" means the First 840 Mortgage, the First 270 Garage Mortgage or the First 270 Residential Mortgage, as the context requires. "First Mortgages" means the First 840 Mortgage, the First 270 Garage Mortgage and the First 270 Residential Mortgage, collectively.

2.31 "Improvements" means collectively, the 840 Improvements, the 270 Garage Improvements, and the 270 Residential Improvements.

2.32 "Lot" means a Lot designated on the Subdivision Plat.

2.33 "Maintenance" or "Maintaining" or "Maintain" means and includes operation, maintenance, repair, reconditioning, refurbishing, resurfacing, reconfiguration, inspection, testing, cleaning, painting, installation and replacement when necessary or desirable, and includes the right of access to and the right to remove from the Improvements portions of Facilities for any of the above purposes, subject, however, to any limitations set forth elsewhere in this Declaration.

2.34 "Mortgagee" means the holder of a First Mortgage.

2.35 "Owner" means either the Owner of the 840 Property, the Owner of the 270 Garage Property, or the Owner of the 270 Residential Property, as the context requires. "Owners" means collectively, the Owner of the 840 Property, the Owner of the 270 Garage Property, and the Owner of the 270 Residential Property.

2.36 "Owner of the 270 Garage Property" means the person or entity (or persons or entities if more than one) at any time in question, owning the 270 Garage Property. If and so long as the 270 Garage Property, or any portion thereof, has been submitted to and remains subject to the provisions of the Act, the Owner of the 270 Garage Property, or such portion thereof, shall mean collectively, all of the Unit Owners in and to the 270 Garage Property (or such portion thereof subject to the Act) and not individually.

2.37 "Owner of the 270 Residential Property" means the person or entity (or persons or entities if more than one) at any time in question, owning the 270 Residential Property. If and so long as the 270 Residential Property, or any portion thereof, has been submitted to and remains subject to the provisions of the Act, the Owner of the 270 Residential Property, or such portion thereof, shall mean collectively, all of the Unit Owners in and to the 270 Residential Property (or such portion thereof subject to the Act) and not individually.

2.38 "Owner of the 840 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 840 Property. If and so long as the 840 Property, or any portion thereof, has been submitted to and remains subject to the provisions of the Act, the Owner of the 840 Property, or such portion thereof, shall mean collectively, all of the Unit Owners in and to the 840 Property (or such portion thereof subject to the Act) and not individually.

2.39 "Property" means the 840 Property, the 270 Garage Property, or the 270 Residential Property, as the context may require.

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

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2.41 "Subdivision Plat" means the Residences on Lake Shore Park Subdivision recorded with the Recorder on June 27, 2003, as document number 0317834088, as the same may be amended from time to time.

2.42 "Total Parcel" means collectively, the 840 Parcel, the 270 Garage Parcel and the 270 Residential Parcel.

2.43 "Total Property" means collectively, the 840 Property, the 270 Garage Property, and the 270 Residential Property.

2.44 "Unit" means any portion of a Condominium Property described as a "Unit" in the applicable Condominium Declaration.

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

2.46 "Unit Ownership" means a portion of a Condominium Property consisting of one Unit and the undivided interest in the Common Elements attributable thereto.

ARTICLE III EASEMENTS IN FAVOR OF 270 RESIDENTIAL PROPERTY

3.1 The following Easements in, to, under, over, upon, through and about portions of the 840 Property in favor of the 270 Residential 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 perpetual, non-exclusive Easement in and to all structural members, footings, caissons, foundations, demising walls, columns and beams and any other supporting components at any time located within or constituting a part of the 840 Property and providing support and/or enclosure of (i) the 270 Residential Improvements, or (ii) any Facilities or other portions of the Improvements with respect to which the Owner of the 270 Residential Property is granted an Easement under this Declaration.

(b) An exclusive Easement to maintain encroachments in the event and to the extent that, by reason of the original construction of the Improvements, or any reconstruction or replacement authorized by the terms of this Declaration of any part of the Improvements, or minor surveying errors, or the subsequent settlement or shifting of any part of the Improvements, any part of the 270 Residential Improvements encroaches or shall hereafter encroach upon any part of the 840 Parcel. Such Easement to maintain encroachments shall exist only as long as the encroaching portion of the 270 Residential Improvements continues to exist.

(c) A perpetual, non-exclusive Easement for ingress and egress by persons, materials and equipment over, on, across and through the 840 Property to the extent reasonably necessary (i) to permit the Maintenance, restoration or reconstruction of the 270 Residential Property as required or permitted pursuant to this Declaration, (ii) to exercise the Easements set forth in this Section 3.1, (iii) during an Emergency Situation, (iv) to construct and maintain substitute or additional structural support required by Article VII hereof, (v) to provide the services required to be provided by the Owner of the 270 Residential Property under Article VI hereof, or (vi) to enable the Owner of the 270 Residential Property to perform its obligations under this Declaration. Without limiting the foregoing, the Easement granted in clause (iii) above in this Section 3.1(c) shall include such Easements for ingress and egress over, on, across and through the

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840 Property during an Emergency Situation as may be necessary for the 270 Residential Property to satisfy and comply with all applicable laws, statutes, codes, ordinances and governmental requirements relating to fire and life safety issues and concerns.

(d) A perpetual, non-exclusive Easement for the use of the Common Walls, Floors and Ceilings at any time located, in whole or in part, on the 840 Property and serving the 270 Residential Property or any part thereof.

(e) During such time as the Owner of the 840 Property is a Defaulting Owner with respect to any of its obligations under this Declaration, to the extent the Owner of the 270 Residential Property has the right pursuant to this Declaration to perform such obligations on behalf of the Owner of the 840 Property and cure such default, a temporary, non-exclusive Easement for ingress and egress by persons, vehicles, materials and equipment over, on, across and through the 840 Property to the extent reasonably necessary and for a duration reasonably necessary to perform such obligations and cure such default.

(f) Without limiting the terms of Section 3.1(c) above, a perpetual, non-exclusive Easement for ingress and egress by: (i) custodians, building engineers and other similar persons (including, without limitation, third-party contractors) (collectively, "270 Residential Maintenance Personnel"); and (ii) vehicles, materials and equipment used by any such 270 Residential Maintenance Personnel, over, on, across and through the 840 Garage and the basement and sub-basement levels of the 840 Property, as reasonably necessary or desirable for the 270 Residential Maintenance Personnel to perform Maintenance to and within and obtain access to: (A) the elevator pit located within the 270 Residential Parcel and shown on the plan attached hereto as Exhibit E and made a part hereof and to the elevators and related Facilities located therein; and (B) the telephone and cable television "pull room" located on the sub-basement level of the 840 Property in the location shown on the plans attached hereto as Exhibit F and made a part hereof and to the Facilities located therein.

(g) A perpetual, non-exclusive Easement for the use for their intended purposes of all Facilities at any time located within or constituting a part of the 840 Property and which are (i) directly or indirectly connected to Facilities at any time located within or constituting a part of the 270 Residential Property, which provide or shall be necessary or desirable to provide the 270 Residential Property with any utilities or other services or which may otherwise be reasonably necessary to the operation and use of the 270 Residential Property, or (ii) necessary or desirable for the Owner of the 270 Residential Property to furnish the services required to be furnished by the Owner of the 270 Residential Property under Article VI hereof.

3.2 Each Easement granted under this Article III which provides or requires, for its enjoyment, ingress and egress on, over, across or through the 840 Property shall (i) include such required rights of ingress and egress, and (ii) be subject (except in an Emergency Situation) to such reasonable limitations as the Owner of the 840 Property may, from time to time after consultation with the Owner of the 270 Residential Property, impose with respect to the establishment of limited paths of ingress and egress and 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 840 Property and in order to assure the reasonable security of the applicable portion of the 840 Property; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any Easement, and provided further that the Easements granted in Section 3.1(c)(iii) shall not be subject to any such limitation.

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3.3 The Easements granted under Section 3.1 shall be binding upon the 840 Property and the Owner of the 840 Property, and all of such Easements (a) shall run in favor of and inure to the benefit of and be appurtenant to the 270 Residential Property, and (b) if and so long as the 270 Residential Property is submitted to the Act, shall be part of the Common Elements.

3.4 The Owner of the 840 Property shall have the right, at its sole cost and expense, to relocate within the 840 Property, any Facilities and Easements which burden the 840 Property and benefit the 270 Residential Property, other than the Easements granted under Section 3.1(b), so long as such relocation does not have a material, adverse effect on the 270 Residential Property or the use of the 270 Residential Property.

3.5 The Owner of the 840 Property shall provide the senior building engineer or the senior property manager for the 270 Residential Property with such garage door openers, key cards, access codes and other security-related devices as may be necessary for the 270 Residential Maintenance Personnel to exercise the Easements granted in Section 3.1(f) hereof.

ARTICLE IV EASEMENTS IN FAVOR OF THE 840 PROPERTY

4.1 The following Easements in, to, under, over, upon, through and about portions of the 270 Residential Property in favor of the 840 Property are hereby granted:

(a) A perpetual, non-exclusive Easement in and to all structural members, footings, caissons, foundations, demising walls, columns and beams and any other supporting components at any time located within or constituting a part of the 270 Residential Property and providing support and/or enclosure of (i) the 840 Improvements, or (ii) any Facilities or other portions of the Improvements with respect to which the Owner of the 840 Property is granted an Easement under this Declaration.

(b) An exclusive Easement to maintain encroachments in the event and to the extent that, by reason of the original construction of the Improvements, or any reconstruction or replacement authorized by the terms of this Declaration of any part of the Improvements, or minor surveying errors, or the subsequent settlement or shifting of any part of the Improvements, any part of the 840 Improvements encroaches or shall hereafter encroach upon any part of the 270 Residential Parcel. Such Easement to maintain encroachments shall exist only as long as the encroaching portion of the 840 Improvements continues to exist.

(c) A perpetual, non-exclusive Easement for ingress and egress by persons, materials and equipment over, on, across and through the 270 Residential Property to the extent reasonably necessary (i) to permit the Maintenance, restoration or reconstruction of the 840 Property as required or permitted pursuant to this Declaration, (ii) to exercise the Easements set forth in this Section 4.1, (iii) during an Emergency Situation, (iv) to construct and maintain substitute or additional structural support required by Article VII hereof, (v) to provide the services required to be provided by the Owner of the 840 Property under Article VI hereof, or (vi) to enable the Owner of the 840 Property to perform its obligations under this Declaration. Without limiting the foregoing, the Easement granted in clause (iii) above in this Section 4.1(c) shall include such Easements for ingress and egress over, on, across and through the 270 Residential Property during an Emergency Situation as may be necessary for the 840 Property to satisfy and comply with all applicable laws, statutes, codes, ordinances and governmental requirements relating to fire and life safety issues and concerns.

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(d) A perpetual, non-exclusive Easement for the use of the Common Walls, Floors and Ceilings at any time located, in whole or in part, on the 270 Residential Property and serving the 840 Property or any part thereof.

(e) During such time as the Owner of the 270 Residential Property is a Defaulting Owner with respect to any of its obligations under this Declaration, to the extent the Owner of the 840 Property has the right pursuant to this Declaration to perform such obligations on behalf of the Owner of the 270 Residential Property and cure such default, a temporary, non-exclusive Easement for ingress and egress by persons, vehicles, materials and equipment over, on, across and through the 270 Residential Property to the extent reasonably necessary and for a duration reasonably necessary to perform such obligations and cure such default.

(f) A perpetual, non-exclusive Easement for the use for their intended purposes of all Facilities at any time located within or constituting a part of the 270 Residential Property and which are (i) directly or indirectly connected to Facilities at any time located within or constituting a part of the 840 Property which provide or shall be necessary or desirable to provide the 840 Property with any utilities or other services or which may otherwise be reasonably necessary to the operation and use of the 840 Property, or (ii) necessary or desirable for the Owner of the 840 Property to furnish the services required to be furnished by the Owner of the 840 Property under Article VI hereof.

(g) Subject to the rights of the Owner of the 270 Residential Property to install and Maintain roof decks, terraces, patios, balconies, equipment and Facilities on, about and above the fifth (5th) floor roof of the 270 Building (the "5th Floor Roof"), a temporary, non-exclusive Easement over, upon, about and above the 5th Floor Roof (including, without limitation, over, upon, about and above any roof decks, terraces, patios and balconies located directly on top of the 5th Floor Roof) to erect and maintain scaffolds and other related equipment necessary or desirable to Maintain the 840 Improvements (including, without limitation, to perform window washing to the windows on the 840 Improvements and to maintain the balconies and terraces located on the 840 Improvements), together with a temporary, non-exclusive Easement for ingress and egress by persons, materials and equipment over, upon, about and above the 5th Floor Roof (including, without limitation, over, upon, about and above any roof decks, terraces, patios and balconies located directly on top of the 5th Floor Roof) to the extent reasonably necessary to exercise the Easements granted above in this Section 4.1(g). The Owner of the 840 Property shall give the Owner of the 270 Residential Property reasonable, prior notice before exercising its rights under this Section 4.1(g). Any such notice shall include a reasonably detailed description of the nature of the work being performed for which such Easement is necessary, and the expected duration of the exercise of such Easement rights. The Owner of the 840 Property shall exercise its rights under such Easements in a manner as to cause as little disturbance in the use and enjoyment of the 270 Residential Property as may be practical under the circumstances, and may only exercise its rights under such Easements for a duration that is reasonably necessary to perform the work for which such Easements are granted. The Owner of the 840 Property shall promptly repair, restore and if necessary replace, at its sole cost and expense, any portion of the 270 Residential Property (including, without limitation, the 5th Floor Roof and any patios, terraces, roof decks, balconies or other improvements located thereon) and any property located therein or thereon which is disturbed, damaged or destroyed in connection with the exercise of the Easements granted in this Section 4.1(g), to substantially the same condition as existed immediately prior to the exercise of such Easement rights. In exercising the Easement rights granted in this Section 4.1(g), the Owner of the 840 Property shall not exceed the dead load capacities, the live load

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capacities and the total load capacities of the 5th Floor Roof, whether by scaffolding, equipment, persons, supplies, materials or any combination thereof, or (ii) penetrate the 5th Floor Roof or take any other action which will terminate, extinguish, jeopardize or otherwise adversely affect any warranty or guaranty relating to the 5th Floor Roof, any component part thereof or any equipment or Facilities at any time located thereon. The Owner of the 840 Property shall be solely responsible for determining such dead load, live load and total load capacities of the 5th Floor Roof. Notwithstanding anything contained in this Section 4.1(g) to the contrary, in exercising the Easement rights granted in this Section 4.1(g), the Owner of the 840 Property and its agents, contractors, employees and representatives shall not have the right to enter into or upon, and shall not have the right to erect, install, place or maintain any scaffolds, equipment, materials or supplies on or within any dwelling unit or any roof deck, terrace, patio or balcony located on or within the 270 Residential Property, other than any roof deck, terrace, patio or balcony located directly on top of the 5th Floor Roof.

4.2 The following Easements in, to, under, over, upon, through and about portions of the 270 Garage Property in favor of the 840 Property are hereby granted:

(a) A perpetual, non-exclusive Easement in and to all structural members, footings, caissons, foundations, demising walls, columns and beams and any other supporting components at any time located within or constituting a part of the 270 Garage Property and providing support and/or enclosure of (i) the 840 Improvements, or (ii) any Facilities or other portions of the Improvements with respect to which the Owner of the 840 Property is granted an Easement under this Declaration.

(b) An exclusive Easement to maintain encroachments in the event and to the extent that, by reason of the original construction of the Improvements or any reconstruction or replacement authorized by the terms of this Declaration of any part of the Improvements, or minor surveying errors, or the subsequent settlement or shifting of any part of the Improvements, any part of the 840 Improvements encroaches or shall hereafter encroach upon any part of the 270 Garage Parcel. Such Easement to maintain encroachments shall exist only as long as the encroaching portion of the 840 Improvements continues to exist.

(c) A perpetual, non-exclusive Easement for ingress and egress by persons, materials and equipment over, on, across and through the 270 Garage Property to the extent reasonably necessary (i) to permit the Maintenance, restoration or reconstruction of the 840 Property as required or permitted pursuant to this Declaration, (ii) to exercise the Easements set forth in this Section 4.2, (iii) during an Emergency Situation, (iv) to construct and maintain substitute or additional structural support required by Article VII hereof, (v) to provide the services required to be provided by the Owner of the 840 Property under Article VI hereof, or (vi) to enable the Owner of the 840 Property to perform its obligations under this Declaration. Without limiting the foregoing, the Easement granted in clause (iii) above in this Section 4.2(c) shall include such Easements for ingress and egress over, on, across and through the 270 Garage Property during an Emergency Situation as may be necessary for the 840 Property to satisfy and comply with all applicable laws, statutes, codes, ordinances and governmental requirements relating to fire and life safety issues and concerns.

(d) A perpetual, non-exclusive Easement for the use of the Common Walls, Floors and Ceilings at any time located, in whole or in part, on the 270 Garage Property and serving the 840 Property or any part thereof.

(e) During such time as the Owner of the 270 Garage Property is a Defaulting Owner with respect to any of its obligations under this Declaration, to the

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extent the Owner of the 840 Property has the right pursuant to this Declaration to perform such obligations on behalf of the Owner of the 270 Garage Property and cure such default, a temporary, non-exclusive Easement for ingress and egress by persons, vehicles, materials and equipment over, on, across and through the 270 Garage Property to the extent reasonably necessary and for a duration reasonably necessary to perform such obligations and cure such default.

(f) A perpetual, non-exclusive Easement for the use for their intended purposes of all Facilities at any time located within or constituting a part of the 270 Garage Property and which are (i) directly or indirectly connected to Facilities at any time located within or constituting a part of the 840 Property which provide or shall be necessary or desirable to provide the 840 Property with any utilities or other services or which may otherwise be reasonably necessary to the operation and use of the 840 Property, or (ii) necessary or desirable for the Owner of the 840 Property to furnish the services required to be furnished by the Owner of the 840 Property under Article VI hereof.

(g) Subject to the rights of the Owner of the 270 Residential Property to install and Maintain roof decks, terraces, patios, balconies, equipment and Facilities on, about and above the 5th Floor Roof, a temporary, non-exclusive Easement over, upon, about and above the 5th Floor Roof (including, without limitation, over, upon, about and above any roof decks, terraces, patios and balconies located directly on top of the 5th Floor Roof) to erect and maintain scaffolds and other related equipment necessary or desirable to Maintain the 840 Improvements (including, without limitation, to perform window washing to the windows on the 840 Improvements and to maintain the balconies and terraces located on the 840 Improvements), together with a temporary, non-exclusive Easement for ingress and egress by persons, materials and equipment over, upon, about and above the 5th Floor Roof (including, without limitation, over, upon, about and above any roof decks, terraces, patios and balconies located directly on top of the 5th Floor Roof) to the extent reasonably necessary to exercise the Easements granted above in this Section 4.2(g). The Owner of the 840 Property shall give the Owner of the 270 Garage Property reasonable, prior notice before exercising its rights under this Section 4.2(g). Any such notice shall include a reasonably detailed description of the nature of the work being performed for which such Easement is necessary, and the expected duration of the exercise of such Easement rights. The Owner of the 840 Property shall exercise its rights under such Easements in a manner as to cause as little disturbance in the use and enjoyment of the 270 Garage Property as may be practical under the circumstances, and may only exercise its rights under such Easements for a duration that is reasonably necessary to perform the work for which such Easements are granted. The Owner of the 840 Property shall promptly repair, restore and if necessary replace, at its sole cost and expense, any portion of the 5th Floor Roof (including, without limitation, the 5th Floor Roof and any patios, terraces, roof decks, balconies or other improvements located thereon) and any property located therein or thereon which is disturbed, damaged or destroyed in connection with the exercise of the Easements granted in this Section 4.2(g), to substantially the same condition as existed immediately prior to the exercise of such Easement rights. In exercising the Easement rights granted in this Section 4.2(g), the Owner of the 840 Property shall not exceed the dead load capacities, the live load capacities and the total load capacities of the 5th Floor Roof, whether by scaffolding, equipment, persons, supplies, materials or any combination thereof, or (ii) penetrate the 5th Floor Roof or take any other action which will terminate, extinguish, jeopardize or otherwise adversely affect any warranty or guaranty relating to the 5th Floor Roof, any component part thereof or any equipment or Facilities at any time located thereon. The Owner of the 840 Property shall be solely responsible for determining such dead load, live load and total load capacities of the 5th Floor Roof. Notwithstanding

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anything contained in this Section 4.2(g) to the contrary, in exercising the Easement rights granted in this Section 4.2(g), the Owner of the 840 Property and its agents, contractors, employees and representatives shall not have the right to enter into or upon, and shall not have the right to erect, install, place or maintain any scaffolds, equipment, materials or supplies on or within any dwelling unit or any roof deck, terrace, patio or balcony located on or within the 270 Residential Property, other than any roof deck, terrace, patio or balcony located directly on top of the 5th Floor Roof.

4.3 Each Easement granted under this Article IV which provides or requires, for its enjoyment, ingress and egress on, over, across or through the 270 Residential Property or the 270 Garage Property shall (i) include such required rights of ingress and egress, and (ii) be subject (except in an Emergency Situation) to such reasonable limitations as the Owner of the 270 Residential Property or the Owner of the 270 Garage Property may, from time to time after consultation with the Owner of the 840 Property, impose with respect to the establishment of limited paths of ingress and egress and 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 270 Residential Property or the 270 Garage Property and in order to assure the reasonable security of the applicable portion of the 270 Residential Property or the 270 Garage Property; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any Easement, and provided further that the Easements granted in Sections 4.1(c)(iii) and 4.2(c)(iii) shall not be subject to any such limitation.

4.4 The Easements granted under Section 4.1 shall be binding upon the 270 Residential Property and the Owner of the 270 Residential Property, and the Easements granted under Section 4.2 shall be binding upon the 270 Garage Property and the Owner of the 270 Garage Property, and all of such Easements (a) shall run in favor of and inure to the benefit of and be appurtenant to the 840 Property, and (b) if and so long as the 840 Property is submitted to the Act, shall be part of the Common Elements.

4.5 Each of the Owner of the 270 Residential Property and the Owner of the 270 Garage Property shall have the right, at its sole cost and expense, to relocate within its Property any Facilities and Easements which burden its Property and benefit the 840 Property (other than the Easements granted under Sections 4.1(b) and 4.2(b)), so long as such relocation does not have a material, adverse effect on the 840 Property or the use of the 840 Property.

ARTICLE V EASEMENTS IN FAVOR OF 270 GARAGE PROPERTY AND GENERAL EASEMENT PROVISIONS

5.1 The following Easements in, to, under, over, upon, through and about portions of the 840 Property in favor of the 270 Garage Property are hereby granted:

(a) A perpetual, non-exclusive Easement in and to all structural members, footings, caissons, foundations, demising walls, columns and beams and any other supporting components at any time located within or constituting a part of the 840 Property and providing support and/or enclosure of (i) the 270 Garage Improvements, or (ii) any Facilities or other portions of the Improvements with respect to which the Owner of the 270 Garage Property is granted an Easement under this Declaration.

(b) An exclusive Easement to maintain encroachments in the event and to the extent that, by reason of the original construction of the Improvements or any reconstruction or replacement authorized by the terms of this Declaration of any part of the Improvements, or minor surveying errors, or the subsequent settlement or shifting of any part of the Improvements, any part of the 270 Garage Improvements encroaches or

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shall hereafter encroach upon any part of the 840 Parcel. Such Easement to maintain encroachments shall exist only as long as the encroaching portion of the 270 Garage Improvements continues to exist.

(c) A perpetual, non-exclusive Easement for ingress and egress by persons, materials and equipment over, on, across and through the 840 Property to the extent reasonably necessary (i) to permit the Maintenance, restoration or reconstruction of the 270 Garage Property as required or permitted pursuant to this Declaration, (ii) to exercise the Easements set forth in this Section 5.1, (iii) during an Emergency Situation, (iv) to construct and maintain substitute or additional structural support required by Article VII hereof, (v) to provide the services required to be provided by the Owner of the 270 Garage Property under Article VI hereof, or (vi) to enable the Owner of the 270 Garage Property to perform its obligations under this Declaration. Without limiting the foregoing, the Easement granted in clause (iii) above in this Section 5.1(c) shall include such Easements for ingress and egress over, on, across and through the 840 Property during an Emergency Situation as may be necessary for the 270 Garage Property to satisfy and comply with all applicable laws, statutes, codes, ordinances and governmental requirements relating to fire and life safety issues and concerns.

(d) A perpetual, non-exclusive Easement for the use of the Common Walls, Floors and Ceilings at any time located, in whole or in part, on the 840 Property and serving the 270 Garage Property or any part thereof.

(e) During such time as the Owner of the 840 Property is a Defaulting Owner with respect to any of its obligations under this Declaration, to the extent the Owner of the 270 Garage Property has the right pursuant to this Declaration to perform such obligations on behalf of the Owner of the 840 Property and cure such default, a temporary, non-exclusive Easement for ingress and egress by persons, vehicles, materials and equipment over, on, across and through the 840 Property to the extent reasonably necessary and for a duration reasonably necessary to perform such obligations and cure such default.

(f) A perpetual, non-exclusive Easement for the use for their intended purposes of all Facilities at any time located within or constituting a part of the 840 Property and which are (i) directly or indirectly connected to Facilities at any time located within or constituting a part of the 270 Garage Property which provide or shall be necessary or desirable to provide the 270 Garage Property with any utilities or other services or which may otherwise be reasonably necessary to the operation and use of the 270 Garage Property, or (ii) necessary or desirable for the Owner of the 270 Garage Property to furnish the services required to be furnished by the Owner of the 270 Garage Property under Article VI hereof.

5.2 Each Easement granted under this Article V which provides or requires, for its enjoyment, ingress and egress on, over, across or through the 840 Property shall (i) include such required rights of ingress and egress, and (ii) be subject (except in an Emergency Situation) to such reasonable limitations as the Owner of the 840 Property may, from time to time after consultation with the Owner of the 270 Garage Property, impose with respect to the establishment of limited paths of ingress and egress and 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 840 Property and in order to assure the reasonable security of the applicable portion of the 840 Property; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any Easement and provided further that the Easements granted in Section 5.1(c)(iii) shall not be subject to any such limitation.

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5.3 Easements granted under Section 5.1 shall be binding upon the 840 Property and the Owner of the 840 Property, and all of such Easements (a) shall run in favor of and inure to the benefit of and be appurtenant to the 270 Garage Property, and (b) if and so long as the 270 Garage Property is submitted to the Act, shall be part of the Common Elements.

5.4 The Owner of the 840 Property shall have the right, at its sole cost and expense, to relocate within the 840 Property, any Facilities and Easements which burden the 840 Property and benefit the 270 Garage Property, other than the Easements granted under Section 5.1(b), so long as such relocation does not have a material, adverse effect on the 270 Garage Property or the use of the 270 Garage Property.

5.5 With regard to any portion of the Total Property over which Easements have been granted pursuant to Articles III, IV or V hereof for ingress and egress in an Emergency Situation, such Easements shall not be deemed to include any portion of a dwelling unit.

5.6 The grantee of any Easement hereunder affecting the Total Property or any portion thereof shall perform any construction, reconstruction, restoration, installation and/or Maintenance pursuant to such Easement in a manner as to cause as little disturbance in the use and enjoyment of the affected portion of the Total Property and surrounding areas as may be practical under the circumstances. Notwithstanding anything to the contrary herein, the grantee of any Easement affecting the Total Property or any portion thereof shall restore or replace, at its sole cost and expense, the adversely affected portion of the Total Property to substantially the same condition as existed immediately prior to such construction, reconstruction, restoration, installation and/or Maintenance. In the event any grantee of an Easement does not perform the foregoing restoration or replacement within thirty (30) days after written notice from any Owner, the Creditor Owner may, at its option, perform, or cause to be performed, the necessary restoration or replacement work, and shall be entitled to recover from the Defaulting Owner all costs and expenses incurred in connection therewith plus interest thereon as described in Section 12.5 hereof, and the Creditor Owner shall obtain a lien against that portion of the Total Property owned by the Defaulting Owner to the extent of such unpaid costs and expenses and interest, subject to and in accordance with Section 12.1 hereof.

ARTICLE VI SERVICES

6.1 Without limiting the Owner of the 840 Property's obligations under Section 11.1 hereof, the Owner of the 840 Property shall, at its sole cost (except as provided below), furnish or cause to be furnished the following services to the Owner of the 270 Residential Property and/or the Owner of the 270 Garage Property (as applicable), when, as and if required:

(a) Street Level Pavement. Maintenance of the curbs, sidewalks, and other street level pavement and improvements on or adjacent to the 840 Property, including snow and ice removal, keeping such sidewalks and street level pavement and improvements free from debris and obstructions to pedestrian and vehicular traffic, as applicable, and Maintenance necessary to prevent water infiltration through the sidewalk areas and street level pavement into any vault space located beneath said areas.

(b) Landscaping. Maintenance of all planters, trees, flowers, shrubs, ground cover and other landscaping and planting materials now or hereafter located or planted on or adjacent to 840 Property, as necessary to maintain such items in a neat, healthy and slightly condition.

6.2 Without limiting the Owner of the 270 Residential Property's obligations under Section 11.1 hereof, the Owner of the 270 Residential Property shall, at its sole cost, furnish or cause to be

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furnished the following services to the Owner of the 840 Property and the Owner of the 270 Garage Property when, as and if required:

(a) Street Level Pavement. Maintenance of the curbs, sidewalks, and other street level pavement and improvements on or adjacent to the 270 Residential Property, including snow and ice removal, keeping such sidewalks and street level pavement and improvements free from debris and obstructions to pedestrian and vehicular traffic, as applicable, and Maintenance necessary to prevent water infiltration through the sidewalk areas and street level pavement into any vault space located beneath said areas.

(b) Landscaping. Maintenance of all planters, trees, flowers, shrubs, ground cover and other landscaping and planting materials now or hereafter located or planted on or adjacent to 270 Residential Property, as necessary to maintain such items in a neat, healthy and sightly condition.

6.3 If any Owner fails to perform its obligations under this Article VI or under Section 11.1 hereof (except when such failure is caused by any other Owner or an Unavoidable Delay [as defined in Article XIV hereof]), and such failure shall continue for a period of ten (10) days after written notice thereof to such Owner from any other Owner, the Owner which has sent such notice shall have the right to perform the same until such time as such non-performing Owner cures its failure to perform. Notwithstanding the foregoing, such advance notice shall not be required in an Emergency Situation resulting from such failure, except that the Owner electing to perform such obligation shall notify the non-performing Owner of its election to do so as soon as reasonably possible (and in any event within one (1) business day) after it has commenced such performance.

6.4 An Owner obligated to perform Maintenance of Facilities or improvements under this Article VI or under Article XI hereof shall, in replacing Facilities or improvements, replace such Facilities or improvements with Facilities or improvements which are at least substantially equivalent and providing at least substantially the same quality of service. Each Owner shall operate its Facilities and furnish all services required under this Article VI in a manner which will provide each Owner with comfortable occupancy and enjoyment of its respective portion of the Total Property for its intended use as of the date hereof, but in no event shall an Owner be obligated to use more than reasonable diligence in performing the services required of such Owner under this Article VI, or be liable for consequential damages for failure to perform hereunder or 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 to furnish services hereunder reserves the right to curtail or halt the performance of any service hereunder at any reasonable time and for a reasonable period of time to the extent reasonably necessary to perform Maintenance or in an Emergency Situation.

ARTICLE VII STRUCTURAL SUPPORT

7.1 No Owner shall take any action which would adversely affect the structural safety or integrity of any Improvements not owned by such Owner.

7.2 If for any reason the structural support for any portion of the Improvements is reduced below the support required to maintain the structural safety or integrity of the Improvements, the Architect shall review, at the request of any of the Owners, the extent of any such reduction and the need for or adequacy of any such substitute or additional structural support. The Architect shall also estimate, if possible, the time reasonably necessary to provide adequate substitute or additional structural support.

7.3 Except in the case in which Sections 11.3 or 11.4 hereof or Article XV hereof is applicable, if substitute or additional structural support is required in any portion of the Improvements in

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which the structural support shall have been reduced, then the Owner or Owners responsible for such reduction, if the responsible Owner or Owners can be determined, shall commence the construction of such substitute or additional support within a reasonable time under the circumstances, and having commenced such construction shall proceed diligently to cause the completion of such construction in accordance with plans and specifications prepared by the Architect and approved by the Owners of the Improvements affected or benefitted by such construction, which approval shall not be unreasonably withheld or delayed. The responsible Owner or Owners (based, if more than one Owner is responsible, upon the relative degree of culpability of such Owners) shall pay all costs and expenses, including, without limitation, the Architect's fees, in connection with the construction of such substitute or additional support (and, as between two or more responsible Owners, such costs and expenses shall be split based upon the relative degree of culpability of such Owners). The Owners shall attempt in good faith to determine which Owner or Owners are responsible for such reduction and the relative degree of culpability of the responsible Owners (if more than one Owner is responsible). If such parties are unable, within thirty (30) days after such reduction is discovered, to agree which Owner or Owners are responsible for such reduction and the relative degree of culpability of the responsible Owners (if more than one Owner is responsible) or on the sharing of such costs, the Owners shall request the advice of the Architect. If after receiving the Architect's advice, the Owners cannot agree on the sharing of such costs or on which Owner or Owners are responsible for such reduction and the relative degree of culpability of the responsible Owners (if more than one Owner is responsible), then such determination shall be made by arbitration pursuant to Article XIII hereof.

7.4 In the event that the Owner (or Owners) determined responsible for the reduction in structural support fails to commence the construction of substitute or additional support within a reasonable time under the circumstances, or having commenced such construction fails to proceed diligently to its completion, any Creditor Owner shall have the right to complete the construction of such substitute or additional support at the expense of the Defaulting Owner, and all costs and expenses incurred by the Creditor Owner shall be due from the Defaulting Owner(s) on demand.

7.5 If delay in constructing substitute or additional support would endanger the structural safety or integrity of any portion of the Improvements, then, without regard to which Owner or Owners shall be determined responsible for the reduction, the Owner of the portion of the Improvements in which the reduction shall have occurred or is then occurring shall, upon not less than ten (10) days advance written notice to the other Owners (except that such advance written notice shall not be required in an Emergency Situation, but notice shall be given to the other Owners as soon as reasonably possible (and in any event within one (1) business day) after it has commenced such work), provide substitute or additional structural support as and wherever may be required, or the Owners shall together undertake to provide substitute or additional structural support; provided, however, the responsible Owner or Owners (based, if more than one Owner is responsible, upon the relative degree of culpability of such Owners) shall be liable for and pay all costs and expenses incurred as a result of any required substitute or additional support (and, as between two or more responsible Owners, such costs and expenses shall be split based upon the relative degree of culpability of such Owners). If the responsible Owner or Owners cannot be determined, or if the reduction in structural support results from an act of God or force majeure and neither Section 11.3 or 11.4 is applicable, then the Owners shall share the cost of providing substitute or additional structural support, including, without limitation, any fees of the Architect, in the manner agreed to by the Owners. If the Owners cannot agree, the Owners shall request the advice of the Architect. If after receiving the Architect's advice, the Owners cannot agree on the sharing of such costs, then such determination shall be made by arbitration pursuant to Article XIII hereof. If the reduction in structural support results from defects in the design or construction of any of the Improvements, then the Owner of the defective Improvements shall, at its sole cost, provide the necessary substitute or additional structural support within a reasonable time under the circumstances. The foregoing shall not be deemed to limit any rights of the Owners may have against third parties.

7.6 To the extent that the terms of this Article VII that assign responsibility for providing substitute or additional structural support or allocate the costs of providing such substitute or additional

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structural support between or among Owners are in conflict with the provisions of Article VI or Section 11.1 hereof, the terms of this Article VII shall govern and control.

ARTICLE VIII COMPLIANCE WITH LAWS; REMOVAL OF LIENS; ZONING

8.1 Each Owner shall 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 governmental or quasi-governmental authority or agency now or hereafter having jurisdiction over the portion of the Total Property owned by such Owner, the Improvements or any portion thereof, if non-compliance by it would subject any other Owner to civil or criminal liability, or would jeopardize the full force or effect of any certificate of occupancy issued to any other Owner or for the Improvements themselves, or would jeopardize any other Owner's right to occupy or utilize beneficially its portion of the Total Property or any part thereof, or would jeopardize any other Owner's right to exercise and enjoy the benefits of any Easements granted pursuant to this Declaration, or would result in the imposition of a lien against any of the property of any other Owner or would increase costs of insurance of any other Owner or would impose any threat or danger to any person or property.

8.2 Each Owner shall comply with all rules, regulations and requirements of any insurance rating bureau having jurisdiction over the portion of the Total Property owned by such Owner or any portion thereof and the requirements of any insurance policy affecting insurance coverage on any of the other Owners' portion of the Total Property, if non-compliance by it with respect to its portion of the Total Property or any portion thereof would (i) increase the premiums of any policy of insurance maintained by any other Owner or the premiums of any policy of insurance maintained by all Owners (unless any such Owner which is in non-compliance therewith pays the costs of any such increase), or (ii) render any other Owner's portion of the Total Property uninsurable, or (iii) create a valid defense to any other Owner's right to collect insurance proceeds under policies insuring the Total Property or any other Owner's portion of the Total Property.

Notwithstanding anything contained herein to the contrary, (i) this Section 8.2 shall not apply to insurance policies of individual Unit Owners; and (ii) if compliance as required pursuant to this Section 8.2 is hereafter required of an Owner solely because of the nature of the use, possession or management of or activities in any other Owner's portion of the Total Property, such other Owner whose use, possession, management or activities result in the necessity of such compliance shall be liable for the cost and expense of such compliance. If at any time any Owner so obligated to comply with the requirements of this Section 8.2 shall not proceed diligently with any such compliance and such failure to proceed shall adversely and materially affect any other Owner, then any Owner may give written notice to such Owner specifying the respect or respects in which the cure of such non-compliance is not proceeding diligently and, if upon expiration of ten (10) days after the receipt of such notice, any such cure of the non-compliance is still not proceeding diligently, then each Creditor Owner may cause such compliance to occur by taking all appropriate steps to carry out the same. Each Creditor Owner shall be entitled to reimbursement upon demand from the Defaulting Owner for all costs and expenses incurred by such Creditor Owner in connection with causing any such compliance to occur.

8.3 Each Owner shall remove, within thirty (30) days after the filing thereof, 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 granted hereunder or services to be furnished pursuant to Article VI or Section 11.1 hereof, arising by reason of work or materials ordered or any act taken, suffered or omitted by such Owner. In the event the Defaulting Owner fails to remove any such lien within such thirty (30) day period, any Creditor Owner may take such action as such Creditor Owner may deem necessary to remove or bond or insure over such lien. The Creditor Owner shall be entitled to reimbursement from the Defaulting Owner for all costs and expenses incurred by the Creditor Owner in removing, bonding or

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insuring over such lien or attempting to do so. Notwithstanding the foregoing, the Defaulting Owner shall not be required to remove such lien so long as (i) within said thirty (30) day period such lien cannot be foreclosed; (ii) the continuance of such lien shall not constitute a default under any mortgage encumbering the portion of the Total Property subject to such lien; and (iii) the Defaulting Owner (A) shall in good faith diligently proceed to contest the same by appropriate proceedings and shall give written notice to each Creditor Owner of its intention to contest the validity or amount of such lien, and (B) shall deliver to each Creditor Owner either: (1) cash or a surety bond from a responsible surety company reasonably acceptable to each Creditor Owner in an aggregate 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 (2) other security reasonably acceptable to each Creditor Owner.

8.4 Each Owner (hereinafter in this Section 8.4, the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify and hold harmless the other Owners (hereinafter in this Section 8.4, the "Indemnitees") from and against any and all claims against the Indemnitees for losses, liabilities, damages, judgments, costs and expenses, and any actions or proceedings arising therefrom, by or on behalf of any person, firm, corporation or governmental or quasi-governmental authority, other than the Indemnitees, 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 by the Indemnifying Owner or its contractors, agents, tenants, guests or invitees, and from and against all costs, 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 any of the Indemnitees by reason of any such claim, the Indemnifying Owner, upon notice from any of the Indemnitees, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to the Indemnitees. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to the Indemnitees. The Indemnitees shall have the right to engage separate attorneys, at the Indemnitees' expense, to resist or defend any such action or proceeding on behalf of the Indemnitees.

8.5 Without limiting the provisions of Section 8.1 hereof, no Owner shall make any Alterations (as that term is hereinbelow defined in Section 22.1) 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 (including, without limitation, Residential Business Institutional Planned Development #490, as amended [the "PD"]), as said ordinance may be amended from time to time, or any similar or successor ordinance in effect from time to time hereafter applicable to the Total Property or any portion thereof. The Total Property shall continue to be treated as one zoning lot or part of one zoning lot for the purposes of complying with the Chicago Zoning Ordinance and the PD. No Owner shall have the right to request or obtain any amendment or variance to the PD or the Chicago Zoning Ordinance as applicable to any portions of the Total Property without the consent of the other Owners, which consent shall not be unreasonably withheld.

ARTICLE IX REAL ESTATE TAXES

9.1 Each Owner shall pay, prior to delinquency, any and all real estate taxes, special assessments, sewer charges and any similar taxes and charges (collectively "Taxes") assessed against its Property. Each Unit Owner shall pay, prior to delinquency, any and all Taxes assessed against or levied upon its Unit Ownership. If for any year, a separate real estate tax bill (or bills) has been issued for the 270 Residential Property and the 270 Garage Property collectively (a "Joint Tax Bill"), but a separate real estate tax bill has not been issued for each of the 270 Residential Property and the 270 Garage Property, then the Owner of the 270 Residential Property and the Owner of the 270 Garage Property shall each be responsible for a portion of the Taxes due under the Joint Tax Bill pursuant to a separate,

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recorded agreement between the Owner of the 270 Residential Property and the Owner of the 270 Garage Property.

9.2 If any Owner shall fail to pay any Taxes or share thereof, which is due and which such Owner is obligated to pay pursuant to Section 9.1, and if such unpaid Taxes is or would be a lien or encumbrance on the portion of the Total Property owned by any of the other Owners, or if any lawful authority would have the right to sell or otherwise foreclose against the portion of the Total Property owned by any of the other Owners or extinguish any Easement benefitting any of the other Owners by reason of such non-payment, or subjects any of the other Owners to personal liability for the same, then each such other Creditor Owner may, after ten (10) days' written notice to the Defaulting Owner, pay such Taxes, or share thereof, together with any interest and penalties thereon, and the Defaulting Owner shall, upon demand reimburse such other Creditor Owner for the amount of such payment, including the amount of any interest or penalty amounts accrued thereon.

ARTICLE X INSURANCE

10.1 (a) Each Owner shall keep the portion of the Total Property owned by it insured for "all risk" or "special form" coverage, including Building Ordinance coverage, on real property and on personal property policy for an amount not less than one hundred percent (100%) of the "Full Insurable Value" (as hereinafter defined) thereof, provided that the amount of insurance for Building Ordinance coverage need not exceed Ten Million Dollars (\$10,000,000.00). The term "Full Insurable Value" shall mean the actual replacement cost (exclusive of cost of excavation, foundations and footings) and shall be determined from time to time by an appraisal prepared by an independent appraiser chosen by the Owner of the 840 Property, the cost of the appraisal to be shared by the Owners proportionately based on the Full Insurable Value of their respective portions of the improvements. Such policies shall be endorsed with a replacement coverage endorsement and an agreed amount clause in accordance with such appraisal.

(b) Each Owner shall maintain comprehensive general liability insurance (including auto liability insurance for all hired, owned and non-owned vehicles) with broad form extensions covering claims for personal and bodily injury, death or property damage occurring in, on, within, upon or about (i) the portion of the Total Property owned by such Owner, or as a result of operations thereon (including contractual liability covering obligations created by this Declaration, including, but not limited to, those indemnity obligations created by this Declaration), or (ii) any other portion of the Total Property as a result of the actions of such Owner or its lessees, contractors, agents or employees. All liability insurance shall be primary coverage as to claims for injury or damage resulting from the acts or failure to act of an Owner, with any insurance carried by other Owners being excess coverage. Such insurance shall be in such amounts as may be required by law and as from time to time shall be carried by prudent owners and operators of similar buildings in the City of Chicago, Illinois but in all events for limits of not less than \$3,000,000 combined single limit for personal and bodily injury or property damage with an additional \$5,000,000 umbrella coverage.

(c) Each Owner shall insure its boiler and machinery risks, on a comprehensive, blanket basis covering all equipment, machinery and apparatus owned by such Owner on the Total Property, consisting of, but not limited to, boilers, heating apparatus, fired and unfired pressure vessels, air conditioning equipment, miscellaneous electrical apparatus and their appurtenant equipment and piping and ducts on a repair or replacement basis for not less than one hundred percent (100%) of the Full Insurable Value thereof.

10.2 Insurance policies required by Section 10.1 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-VIII according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service. At any Owner's request from time to time (but not more frequently than once in any consecutive

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12-month period), the Owners shall engage in good faith discussions and conduct investigations to determine whether it is prudent and mutually beneficial to the Owners to purchase the insurance policies required by Sections 10.1(a) and 10.1(c) from a single insurance company or group of companies mutually acceptable to the Owners (the "Property Insurer", under a single policy. If the Owners purchase the insurance policies required by Sections 10.1(a) and 10.1(c) from a single Property Insurer, the portion of the costs of such insurance policies to be paid by each Owner shall be determined by the Property Insurer. So long as a portion of the Total Property remains subject to the provisions of the Act, insurance on additions, alterations, improvements and betterments to individual Units within such Property shall be the responsibility of those persons designated in the Condominium Declaration as being responsible for such insurance.

10.3 Each policy described in Section 10.1 hereof: (i) shall provide that the knowledge or acts or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under any such policy; (ii) shall insure as named insured and additional insureds, as the case may be, with respect to the acts of the named insured, the Owner of the 840 Property, the Owner of the 270 Residential Property and the Owner of the 270 Garage Property, together with such affiliates, managers and lenders of such Owners as any of them may designate from time to time, all as their interests may appear, with the named insured's coverage being primary; provided, however, that so long as a portion of the Total Property shall remain subject to the Act, the Association and not the individual Unit Owners for such portion of the Total Property shall be insured as a named insured or additional insured; (iii) shall provide, except for liability insurance described in Section 10.1(b), by endorsement or otherwise, that the insurance shall not be invalidated should any of the insureds under the policy waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property insured under the policy; (iv) shall provide, except for liability insurance required by Section 10.1(b), that all losses payable thereunder shall be paid to the Depository in accordance with the terms of Article XVII (unless such loss only affects one component of the Total Property and is less than \$100,000, in which event such loss shall be paid to the Owner of such component of the Total Property); (v) shall provide for a minimum of thirty (30) days' advance written notice of cancellation, non-renewal or material modification thereof to all insureds thereunder and to all Mortgagees, unless such cancellation is for non-payment of premium, in which case only ten (10) days' advance written notice shall be sufficient; and (vi) shall, subject to subsection (iv) immediately above, include a standard mortgagee endorsement or loss payable clause in favor of each of the Mortgagees.

10.4 Limits of liability or types of insurance specified in this Article X or carried by the Owners shall be reviewed by the Owners no less often than annually at least thirty (30) days before the expiration of each policy to determine if such limits, deductible amounts and types of insurance are reasonable and prudent in view of the type, place and amount of risk to be transferred, and to determine whether such limits, deductible amounts and types of insurance comply with the requirements of all applicable statutes, laws, ordinances, codes, rules, regulations or orders and whether on a risk management basis, additional types of insurance or endorsements against special risks should be carried or whether required coverage or endorsements should be deleted. Initially, deductible amounts for insurance required under Sections 10.1(a), 10.1(b) and 10.1(c) shall not exceed \$50,000.00 for each such policy. Such 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, at any Owner's election, 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 Declaration.

10.5 Original certificates of insurance evidencing such policies or certified binders delineating all forms of coverage and endorsements required hereunder shall be delivered to each Owner prior to the expiration date of any such expiring insurance policy. Copies of all insurance policies maintained by an Owner will be provided to the other Owners upon request. Should an Owner fail to provide and maintain any policy of insurance required under this Article X or pay its share of the premiums or other costs for any joint policies, then the other Owners may purchase such policy and the costs thereof (or the

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Defaulting Owner's share of such costs) shall be due from the Defaulting Owner within ten (10) days after the Creditor Owner's demand therefor.

10.6 Each of the Owners, for itself and for each party claiming under, by or through such Owner, hereby waives all claims for recovery from the other Owners for any loss or damage to any of its property insured (or required hereunder to be insured) under valid and collectible insurance policies to the extent of any recovery collectible (or which would have been collectible had such insurance required hereunder been obtained) under such insurance policies, plus deductible amounts.

ARTICLE XI MAINTENANCE AND REPAIR; DAMAGE TO THE IMPROVEMENTS

11.1 Except as expressly provided in Sections 6.1 and 6.2 hereof relating to the Maintenance of certain Facilities and areas of the Improvements or hereinafter in this Article XI in the event of fire or casualty, and without limiting or diminishing each Owner's obligations under Article VII hereof, each Owner shall, at its sole cost and expense (except as provided in Article VI), keep its respective portion of the Total Property and all Facilities, fixtures, equipment and appurtenances located within its respective portion of the Total Property (including, without limitation, any Facilities, fixtures, equipment and appurtenances located within its portion of the Total Property, but exclusively serving another component of the Total Property), in good and safe order and condition and in such condition as is necessary to permit the use and enjoyment of the Easements granted in this Declaration and to provide the services described in Article VI. Each Owner shall make all repairs or replacements of, in, on, under, within, upon or about the property described above, 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 good and safe order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. Each Owner further agrees that it shall not suffer or commit, and shall use all reasonable precaution to prevent, waste to such property.

11.2 Subject to Section 10.6, in the event any Owner fails to perform its obligations under Section 11.1 or under Sections 6.1 or 6.2, or damages, impairs or destroys through misuse, negligence, willful misconduct or failure to perform its obligations under this Declaration all or any part of the Improvements, Facilities or other property owned by any other Owner, resulting in any loss, cost or damage to any other Owner, such Defaulting Owner shall pay to the other Owner the amount of all actual losses, costs and damages incurred by the other Owner as a result thereof, but in no event shall an Owner be liable for consequential damages resulting therefrom.

11.3 If the Improvements are damaged by fire or other casualty and if such damage occurs in, on, under, within, upon, about or affecting (a) the 840 Property only, (b) the 270 Residential Property only, or (c) the 270 Garage Property only, then this Section 11.3 shall apply and any such damage shall be repaired and restored by the Owner of the portion of the Total Property in which any such damage occurs as close to the condition existing immediately prior to such casualty as commercially practicable in as timely a manner as practicable under the circumstances, and such Owner shall, in accordance with the provisions of Article XVIII, be entitled to withdraw any insurance proceeds held by the Depositary by reason of any such damage, for application to the cost and expense of the repair and restoration of any such damage; provided, however, that to the extent such proceeds are insufficient to fully pay such cost and expense, such Owner shall be responsible for the payment of any such deficiency. If at any time any Owner so obligated to repair and restore such damage pursuant to this Section 11.3 shall not proceed diligently with any repair or restoration of such damage which adversely and materially affects any other Owner (including, without limitation, services to be furnished any other Owner under Article VI) then (i) each such affected Owner may give written notice to such Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of ten (10) days after the receipt of such notice, any repair or restoration work is still not proceeding diligently, then such Creditor Owner may perform such repair and restoration and may take all appropriate steps to carry out

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the same; or (ii) in an Emergency Situation each Creditor Owner may immediately perform such repair and restoration and may take all appropriate steps to carry out the same, and the Creditor Owner shall use commercially reasonable efforts to give the Defaulting Owner prior notice of its intent to perform such repair and restoration, or if such prior notice is not so given (notwithstanding such commercially reasonable efforts), then the Creditor Owner shall give the Defaulting Owner notice of such repair and restoration as soon as reasonably possible after the Creditor Owner begins such repair and restoration. The Creditor Owner in so performing such repair and restoration shall, in accordance with Article XVIII, be entitled to withdraw any insurance proceeds and other monies held by the Depository as a result of any such damage, for application to the cost and expense of any such repair or restoration and shall also be entitled to reimbursement upon demand from the Defaulting Owner for all costs and expenses incurred by the Creditor Owner in excess of said insurance proceeds and other monies.

11.4 If the Improvements are damaged by fire or other casualty and if the provisions of Section 11.3 are not applicable, then the repair or restoration of such damage shall be the joint responsibility of the Owners of the portions of the Improvements which have been damaged or affected by such damage (the "Casualty Affected Owners"). Said repair and restoration shall be performed on behalf of the Casualty Affected Owners by a reputable contractor or contractors experienced in the construction of structures similar to the Improvements jointly selected by the Casualty Affected Owners. In the event the Casualty Affected Owners fail to agree upon the selection of a contractor or contractors, the Casualty Affected Owners shall request the advice of the Architect. If after receiving the Architect's advice, the Casualty Affected Owners cannot agree on a contractor or contractors, then the selection of a contractor or contractors shall be made by arbitration pursuant to Article XIII. The plans and specifications for such repair and restoration shall be prepared by the Architect, unless the Casualty Affected Owners otherwise agree, in accordance with instructions given by the Casualty Affected Owners. Such plans and specifications shall provide for the Improvements to be rebuilt as nearly as commercially practicable to the Improvements as constructed prior to the damage unless prohibited by law or unless the Owners otherwise agree. The Architect shall furnish to each of the Owners a set of the plans and specifications which it has prepared or caused to be prepared. Unless the Casualty Affected Owners otherwise agree, any contractor or contractors shall work under the supervision of the Architect, and the Architect is hereby authorized and directed to instruct the Depository, from time to time, but only with the prior approval of the Casualty Affected Owners, as such repair and restoration progresses, to disburse in accordance with Article XVIII, the insurance proceeds held by the Depository and any other monies deposited with the Depository pursuant to Section 11.6 for application against the cost and expense of any such repair and restoration.

11.5 If the cost and expense of performing any repair and restoration provided for in Section 11.4 hereof shall exceed the amount of insurance proceeds, if any, paid by reason of the damage, then such excess cost and expense (or the entire amount of such cost and expense, if there are no insurance proceeds) shall be borne by the Casualty Affected Owners in proportion to the cost and expense of repairing and restoring to their former condition their respective portions of the Improvements; provided, however, that to the extent such excess cost and expense results from the failure of any Owner to maintain the insurance required by Section 10.1, such Owner shall bear such portion of such excess cost and expense.

11.6 In any instance of repair or restoration pursuant to Sections 11.3 or 11.4, any Owner affected by such repair or restoration may require that an estimate of the cost or expense of performing such repair or restoration be made by a reputable, independent, professional, construction cost-estimating firm, except if a construction contract providing for the performance of such repair and restoration for a stipulated sum shall theretofore have been executed. If said estimate or stipulated sum, or if the actual amount incurred in performing such repair or restoration, exceeds the amount of insurance proceeds, if any, paid or payable by reason of the damage, then any Owner affected by such repair or restoration may at any time give notice to the other Owners demanding that each Owner deposit with the Depository the amount of such excess cost and expense attributable to each Owner pursuant to this Article XI. In lieu of depositing its share of such excess amount based upon said estimate or stipulated

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sum, or actual cost and expense of performing such repair or restoration, any Owner may deliver to the Depository security for payment of its share reasonably acceptable to the other affected Owners and the Depository. Such security may be in the form of, but shall not be limited to, an irrevocable and unconditional letter of credit in favor of the Depository in the face amount of the share owed or a loan commitment reasonably satisfactory to the other affected Owners, issued by a responsible lending institution, to disburse an amount equal to such Owner's share of such excess amount to the Depository to pay the cost and expense of any such repair or restoration as the work progresses in proportion to such Owner's share of the cost and expense of any such repair or restoration. If the amount of the security required is based on an estimate of the cost and expense of repair and restoration, then the amount of security required to be deposited or available shall be readjusted upward or downward as the work progresses based on actual costs and expenses of the work. If any Owner shall fail to pay, or, as the case may be, deposit, such Owner's share of the cost and expense (or estimated cost and expense) of performing any repair or restoration in accordance with this Section 11.6, or fails to deliver the security provided for within thirty (30) days after receipt of an affected Owner's written demand therefor, then each Creditor Owner may pay the Defaulting Owner's share and the Defaulting Owner shall, upon written demand, reimburse the Creditor Owner for such payment and the Creditor Owner's reasonable costs and expenses incurred in connection with such payment.

11.7 Upon completion of the repair and restoration of any damage to the Improvements, any remaining insurance proceeds paid by reason of such damage shall be refunded to each Owner in proportion to the ratio that the insurance proceeds contributed by reason of such Owner's insurance bears to the total insurance proceeds made available for the repair and restoration, or if the insurance is provided by a single policy covering the improvements, then the ratio of insurance proceeds attributed to such Owner's portion of the Improvements by the insurer to the total insurance proceeds made available by the insurer for the repair and restoration. The right of the Owner of the 840 Property to payment of excess insurance proceeds, if any, shall be subject to the rights of the holder of the First 840 Mortgage under the First 840 Mortgage, the right of the Owner of the 270 Residential Property to payment of excess insurance proceeds, if any, shall be subject to the rights of the holder of the First 270 Residential Mortgage under the First 270 Residential Mortgage, and the right of the Owner of the 270 Garage Property to payment of excess insurance proceeds, if any, shall be subject to the rights of the holder of the First 270 Garage Mortgage under the First 270 Garage Mortgage.

11.8 If the Improvements are destroyed or substantially damaged and the Owners unanimously agree not to rebuild, repair or restore the Improvements, then the Improvements shall be demolished to the extent necessary to comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders or requirements of any governmental entity or agency thereof having jurisdiction of the Improvements. In such event, the available insurance proceeds, other than insurance proceeds used to cause said demolition to be performed, shall be refunded to each Owner in the same ratio of insurance proceeds contributed by such Owner's insurance to the total insurance proceeds paid by reason of such damage or, if the insurance is provided by a single policy covering the Improvements, then in the ratio of insurance proceeds attributed by the insurer to such Owner's portion of the Improvements to the total insurance proceeds paid by reason of the damage. Such demolition shall be deemed to be a "repair or restoration" to which the provisions of Sections 11.3-11.7 are applicable except that demolition, and not construction, shall be performed. Notwithstanding the foregoing to the contrary, the right of the Owner of the 840 Property to payment of available insurance proceeds, if any, shall be subject to the rights of the holder of the First 840 Mortgage under the First 840 Mortgage, the right of the Owner of the 270 Residential Property to payment of available insurance proceeds, if any, shall be subject to the rights of the holder of the First 270 Residential Mortgage, and the right of the Owner of the 270 Garage Property to payment of available insurance proceeds, if any, shall be subject to the holder of the First 270 Garage Mortgage under the First 270 Garage Mortgage.

11.9 For purposes of this Article XI, architects' and engineers' fees, attorneys' fees, consultants' fees, title insurance premiums and other similar costs and expenses relating to repair or restoration shall be included in the costs and expenses of any such repair or restoration.

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11.10 Subject to Section 10.6, notwithstanding anything set forth in Article VI or this Article XI to the contrary, in the event that any portion of the Improvements or the Facilities is damaged or destroyed by the action of any Owner or Owners, such Owner or Owners shall be solely responsible for all costs and expenses associated with repairing any such damage or destruction (and, as between any two such responsible Owners, their share of such costs or expenses shall be based upon their relative degree of culpability with respect to such damage or destruction).

ARTICLE XII LIENS, INTEREST AND REMEDIES

12.1 If, at any time, any Owner fails within the time period set forth for payment, or if no time period is set forth, then within ten (10) days after notice or demand to such Owner to pay to any other Owner any sum of money due another Owner under or pursuant to the provisions of this Declaration, then, in addition to any other rights or remedies each Creditor Owner may have, such Creditor Owner shall have a lien against the Defaulting Owner's interest in the Total Property (which, if the Defaulting Owner is the Owner of any Condominium Property, shall also attach to the Units within such Condominium Property, subject to Section 12.3) and a lien against any insurance proceeds and condemnation awards payable to the Defaulting Owner to secure the repayment of such sum of money and all interest on such sum accruing pursuant to the provisions of this Article XII. Such liens shall arise immediately upon the recording of a notice by the Creditor Owner with the Recorder and 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. 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. The liens provided for in this Section 12.1 shall be subject and subordinate to the lien of any bona-fide, first priority mortgage, trust deed or other similar encumbrance on the Defaulting Owner's interest in the Total Property (including, but not limited to, a first priority mortgage, trust deed or other similar encumbrance on a Unit) that is recorded before the time of the recording of the notice of lien for all amounts (whenever advanced or accrued) secured by said mortgage, trust deed or other encumbrance, and are subject to termination and defeat as provided in Section 12.4 below.

12.2 To the fullest extent permitted by law, the provisions of Article XI and this Article XII shall be controlling over the provisions of the Act insofar as the provisions of the Act purport to limit (i) the obligations of the Unit Owners to repair or restore any Condominium Property, or (ii) the use of insurance proceeds to repair or restore any Condominium Property. In the event of fire or other casualty or act of God or force majeure causing damage to any Condominium Property which would entitle the Owner of such Condominium Property, under the Act, to withdraw all or any part of the Condominium Property from the Act and not to repair and restore the Condominium Property as required by this Declaration, then the other Owners shall have a lien on such Condominium Property and any insurance proceeds payable for loss or damage to such Condominium Property under insurance policies carried pursuant to Article X, in an amount necessary so that such other Owners shall have sufficient proceeds to demolish or repair and restore the Improvements to a condition so as adequately to assure:

- (a) the structural integrity and safety of the Improvements;
- (b) the continuous and efficient operation of all Facilities and electrical, utility, mechanical, plumbing and other systems serving the portions of the Total Property owned by such other Owners;
- (c) 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 of the Total Property or any part thereof;

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(d) the architectural unity and aesthetic appearance of the restored improvements; and

(e) that the portions of the Total Property owned by such other Owners are provided with the benefits of the Easements granted under this Declaration.

The lien created by this Section 12.2 shall be superior to and take precedence over any mortgage or other encumbrance constituting a lien on such Condominium Property or any portion thereof. Such lien shall arise immediately upon the recording of a notice by any Owner with the Recorder following the occurrence of a fire or other casualty or act of God or force majeure stating that it is a lien created by this Section of the Declaration. Such lien shall continue in full force and effect until either the sum of money required hereunder shall have been paid to such other Owner(s), or the Owner of the Condominium Property shall have repaired and restored such Condominium Property as required by this Declaration. 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.

12.3 Without limiting any equitable remedies to which any Owner may be entitled, so long as any Property remains subject to the provisions of the Act, no Unit Owner shall be liable for all or any part of any claim against the Owner of such Condominium Property in excess of an amount equal to the amount of the claim multiplied by the percentage of ownership interest in Common Elements allocated to such Unit Owner's Unit Ownership as set forth in the applicable Condominium Declaration. Upon payment of such amount for which a 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 Creditor Owner who has recorded notice of such lien 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. In the event any Unit Owner defaults in its obligation to pay any amount due hereunder, the Association shall be liable to the Creditor Owner for such amount and, upon payment of the same by the Association, the Association shall be entitled to recover the same from any such Unit Owner.

12.4 No conveyance or other divestiture of title shall in any way affect, diminish or defeat any lien arising pursuant to this Article XII other than a divestiture resulting from a foreclosure of a mortgage lien that, pursuant to Section 12.1, is superior to the lien arising pursuant to this Article XII, which foreclosure shall automatically cut-off, terminate and defeat any such lien provided, however, that the purchaser at the foreclosure sale and any subsequent Owner shall be liable for the payment of all amounts and the performance of all covenants and obligations accruing from and after the transfer of title pursuant to such foreclosure sale.

12.5 Interest shall accrue on any sums owed by a Defaulting Owner to a Creditor Owner pursuant to this Declaration, and shall accrue and be payable from the date any such sum first became due hereunder until paid in full, at a rate of interest per annum equal to the lesser of (i) the floating rate which is equal to four percent (4%) in excess of the rate of interest from time to time announced by LaSalle Bank National Association at Chicago, Illinois (or other major bank in the City of Chicago if LaSalle Bank National Association ceases to exist) as its "prime rate", "reference rate" or "corporate base rate" of interest, or (b) the then maximum lawful rate of interest in Illinois applicable to the Defaulting Owner and the nature of the debt. In the event a "prime rate", "reference rate" or "corporate base rate" is not announced, and no maximum lawful rate applies, then interest shall accrue at the annual rate of eighteen percent (18%). Without limiting the terms of this Section 12.5, if a Creditor Owner pays interest and/or penalties on any unpaid Taxes to any governmental body or authority under Section 9.2, interest shall accrue and be payable under this Section 12.5 on any such interest and penalties so paid.

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12.6 Subject to the limitations set forth in Article XXIV, the rights and remedies of an Owner provided for in this Article XII or elsewhere in this Declaration 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. An Owner may enforce, by a proceeding in equity for mandatory injunction, any other Owner's obligation to execute or record any document which such other Owner is required to execute under or pursuant to this Declaration. The exercise by such 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.

12.7 Each claim of any Owner arising under this Declaration shall be separate and distinct, and no defense, setoff, offset or counterclaim arising against the enforcement of any lien or other claim of any Owner shall thereby be or become a defense, setoff, offset or counterclaim against the enforcement of any other lien or claim.

12.8 Actions to enforce any right, claim or lien under this Declaration shall be commenced within three (3) years immediately following the date the cause of action accrued, or such other shorter period as may be provided by law.

12.9 A Defaulting Owner shall pay the reasonable attorneys' fees and court costs paid or incurred by a Creditor Owner in successfully enforcing its rights against the Defaulting Owner under this Declaration, and such fees and costs shall be added to the amount of any applicable lien created under this Article XII.

ARTICLE XIII ARBITRATION

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

(a) All disputes, claims or controversies arising under this Declaration involving an amount not exceeding \$100,000 (in 2003 equivalent dollars) which shall not be resolved within sixty (60) days after same has arisen; and

(b) All other matters which are required under this Declaration 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 Owners having an interest in the Matter 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.

13.2 Unless otherwise agreed to in writing by the parties to the arbitration within thirty (30) days after the notice demanding arbitration has been given, the parties shall jointly designate one (1) arbitrator to resolve the Matter. If the parties fail to designate the arbitrator within such time period, an arbitrator shall be appointed in accordance with the procedures set forth in the applicable AAA rules, provided, however, that in any event such arbitrator shall be experienced as to the design, construction and/or operation, as the Matter requires, of developments similar to the Improvements. Except where contrary to the provisions set forth in this Declaration, the rules of the AAA for commercial arbitration shall apply to the arbitration of any Matter. During the thirty (30) day time period referenced above, the parties may agree in writing to any additions, deletions or changes to the applicable arbitration rules.

13.3 The arbitrator shall commence hearings within sixty (60) days of selection, unless the Owners who are parties to the arbitration and the arbitrator agree upon an expedited or delayed schedule

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of hearings. Prior to the hearings, any such Owner may send out requests to compel document production from the other Owners who are parties to the arbitration. 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 arbitrator to the extent reasonable. The arbitrator may obtain independent legal counsel or other professional consultants to aid in resolution of legal or other questions presented in the course of arbitration to the extent reasonably necessary to the fair resolution of the Matter and to the extent that it is economical to do so considering the financial consequences of the Matter. The arbitrator 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 Declaration. 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 arbitrator may hear and determine the Matter upon evidence produced by the appearing Owner. The arbitration costs shall be borne equally by each Owner who is a party to the arbitration, except that each Owner shall be responsible for its own expenses.

13.4 Unless otherwise agreed in writing, the Owners shall continue to perform all obligations and make all payments due under this Declaration in accordance with this Declaration during the course of any arbitration constituted or conducted under the provisions of this Article XIII. The obligation of the Owners to continue performance and make payments despite the existence of an arbitration hereunder shall be enforceable 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 time as any Matter is resolved as provided in this Article XIII.

13.5 With respect to any Matter subject to arbitration under this Article XIII, it is agreed that the arbitration provisions of this Article XIII shall be the sole remedy of the Owners under this Declaration. Notwithstanding any other provisions of this Declaration, the foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The foregoing agreement to arbitrate shall not constitute any agreement or consent to arbitration of any dispute, claim, controversy or matter not described in this Article XIII or with any person not named or described herein, provided that any arbitration proceeding initiated under the terms of this Article XIII may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Matter and the subject of such other proceedings arise out of common or interrelated factual occurrences. Any award of the arbitrators shall be final and binding upon the Owners and judgment thereon shall be entered by any court having jurisdiction.

13.6 For purposes of this Article XIII, "2003 equivalent dollars" means the equivalent purchasing power at any time of the value of One Dollar (\$1.00) in calendar year 2003. The 2003 equivalent dollars of any amount shall be determined by multiplying said amount by one (1) plus a fraction, the numerator of which is the difference between (x) the monthly Consumer Price Index (as hereinafter defined) last published prior to the date of such determination and (y) the Consumer Price Index for December, 2003, and the denominator of which is the Consumer Price Index for December, 2003. As used herein, the term "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and the Clerical Workers, City of Chicago, All Items (Base Year 1982-84 = 100) for the applicable month published by the Bureau of Labor Statistics of the United States Department of Labor or similar index agreed to by the Owners if such index is no longer available.

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ARTICLE XIV UNAVOIDABLE DELAYS

14.1 No Owner shall be deemed to be in default in the performance of any obligation created under or pursuant to this Declaration, other than an obligation only requiring the payment of a sum of money, if and so long as non-performance of such obligation shall be caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, lockouts, inability to obtain labor or materials (after using reasonable efforts to do so), war or national defense preemptions, acts of God, energy shortages or similar causes beyond the reasonable control of such Owner ("Unavoidable Delay"), and the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay; provided, however, that the Owner unable to perform (the "Non-Performing Owner") shall notify the other Owners affected by such non-performance in writing of the existence and nature of any Unavoidable Delay within a reasonable time after obtaining knowledge of the onset of any such Unavoidable Delay. The Non-Performing Owner shall, from time to time upon written request of any other Owner, keep the other Owners affected by such non-performance fully informed, in writing, of all further developments concerning any such Unavoidable Delay and its non-performance.

ARTICLE XV CONDEMNATION

15.1 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 (the "Award") resulting from any such taking shall be allocated and disbursed, and any repair and restoration of the Improvements shall be performed, in accordance with the requirements of this Article XV.

15.2 All Awards resulting from the taking of all or any part of the Total Property, other than Awards resulting from a taking of the temporary use of space as hereinafter described, shall be paid to the Depositary (unless such taking is only with respect to one Property and the Award is less than \$100,000.00, in which event such award shall be paid to the Owner of such Property) and disbursed by the Depositary as hereinafter provided. In the event of a taking of a temporary use of any space not affecting services described in Article VI hereof, each Owner shall be entitled to receive directly from the taking authority any Award resulting from such temporary taking within its Property according to then applicable law.

15.3 In the event of a taking (other than a temporary taking) of a part of (a) the 840 Property only, (b) the 270 Residential Property only, or (c) the 270 Garage Property only, then this Section 15.3 shall apply and the Owner of the portion of the Total Property in which the taking occurred shall repair and restore the remainder of its portion of the Improvements to form an architectural and functional whole and to the condition existing immediately prior to the taking, to the extent commercially practicable. 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 of the portion of the Total Property in which the taking occurred, provided that such Owner shall be entitled to withdraw any Award paid to the Depositary by reason of such taking for application to the cost of said repair and restoration in accordance with the provisions of Article XVIII hereof and to retain any excess not required for such repair and restoration; provided, however, that the right of the Owner of the 840 Property to receive such excess, if any, shall be subject to the rights of the holder of the First 840 Mortgage under the First 840 Mortgage with respect to any such excess Award, the right of the Owner of the 270 Garage Property to receive such excess, if any, shall be subject to the rights of the holder of the First 270 Garage Mortgage under the First 270 Garage Mortgage with respect to any such excess Award, and the right of the Owner of the 270 Residential Property to receive such excess, if any, shall be subject to the rights of the holder of the First 270 Residential Mortgage under the First 270 Residential Mortgage with respect to any such excess Award.

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15.4 In the event of a taking other than (a) a temporary taking described in Section 15.2, (b) a taking which falls within any of the categories described in Section 15.3, or (c) a taking of all or substantially all of the Total Property, then the Owners whose property is subject to the taking (the "Taking Affected Owners") shall jointly cooperate to repair and restore the Improvements in accordance with plans and specifications jointly approved by the Taking Affected Owners. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable under the circumstances and shall be performed on behalf of the Taking Affected Owners by a reputable contractor or contractors experienced in the construction of projects similar to the Improvements jointly selected by the Taking Affected Owners. If the Taking Affected Owners fail to agree upon the selection of a contractor or contractors, the Taking Affected Owners shall request the advice of the Architect. If after receiving the Architect's advice, the Taking Affected Owners cannot agree on a contractor or contractors, then the selection of a contractor or contractors shall be made by arbitration pursuant to Article XIII. The plans and specifications for such repair and restoration shall be prepared by the Architect, unless the Taking Affected Owners shall otherwise agree. Such plans and specifications shall provide for repair and restoration of the remainder of the Improvements to form an architectural and functional whole with such changes in the Improvements as shall be required by reason of such taking. If as a result of such taking, any Easements or covenants under this Declaration are extinguished or materially impaired, then changes shall be made to provide for Easements and for furnishing of services comparable, to the extent commercially practicable, to Easements granted under Articles III, IV and V and for the furnishing of services under Article VI. Unless the Taking Affected Owners otherwise agree, the contractor or contractors shall work under the supervision of the Architect, and the Architect is hereby authorized and directed to instruct the Depository, from time to time, but only with the prior approval of the Owner in whose portion of the Total Property such repair and restoration is being performed, as such repair and restoration progresses, to disburse, in accordance with Article XVIII, any Award paid to the Depository for application to the cost and expense of such repair and restoration.

15.5 The Award for any taking described in Section 15.4 shall first be used to pay for the repair and restoration. Any excess of the Award over the cost of repair and restoration shall then be allocated to each Owner in the same ratio as (a) the Award to parties with an interest in such Owner's portion of the Total Property in any judicial or administrative proceeding in connection with the taking, bears to (b) the total, aggregate Award to parties with an interest in the Total Property; provided, however, that the right of the Owner of the 840 Property to receive such excess shall be subject to the rights of the holder of the First 840 Mortgage under the First 840 Mortgage with respect to any such excess, the right of the Owner of the 270 Garage Property to receive such excess shall be subject to the rights of the holder of the First 270 Garage Mortgage under the First 270 Garage Mortgage with respect to any such excess, and the right of the Owner of the 270 Residential Property to receive such excess shall be subject to the rights of the holder of the First 270 Residential Mortgage under the First 270 Residential Mortgage with respect to any such excess.

15.6 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 such Owners in accordance with said apportionment; provided, however, that the right of the Owner of the 840 Property to receive any Award and payment shall be subject to the rights of the holder of the First 840 Mortgage under the First 840 Mortgage with respect to any such Award and payment, the right of the Owner of the 270 Garage Property to receive such Award and payment shall be subject to the rights of the holder of the First 270 Garage Mortgage under the First 270 Garage Mortgage with respect to any such Award and payment, and the right of the Owner of the 270 Residential Property to receive such Award and payment shall be subject to the rights of the holder of the First 270 Residential Mortgage under the First 270 Residential Mortgage with respect to any such Award and payment.

15.7 To the fullest extent permitted by law, the provisions of this Article XV shall be controlling over the provisions of the Act insofar as the provisions of the Act purport to limit (i) the obligation of the

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Unit Owners to repair or restore any Condominium Property in the event of a taking, or (ii) the use of the Award as provided in this Article XV.

ARTICLE XVI ARCHITECT

16.1 The Owners hereby appoint James DeStefano ("Destefano") of DeStefano Keating Partners Limited to serve as "Architect" for the purposes of this Declaration. In the event Destefano is unable or unwilling to serve as Architect, the Owners shall jointly appoint a reputable firm consisting of both architects and engineers (or a firm of architects and a firm of engineers agreeing to act jointly hereunder) experienced in the design and operation of structures similar to the Improvements to serve as Architect under, pursuant and subject to the terms and provisions of this Declaration. Any Owner may cause any Architect to be replaced by an Architect meeting the above stated qualifications if it demonstrates to the other Owners that such then-serving Architect has failed to perform its duties hereunder diligently or competently. In such event, the Owner desiring replacement of the Architect shall serve notice upon the other Owners requesting the removal of the then serving Architect, which notice shall set forth with specificity the respect or respects in which such Architect shall have failed to perform its duties hereunder diligently or competently. If, in the opinion of an Owner receiving such notice, the Owner desiring to replace the Architect is not entitled to require the appointment of a new Architect pursuant to this Section 16.1, an Owner receiving such notice and objecting to the appointment of a new Architect shall notify the other Owners of its objection in writing within fifteen (15) days after receipt of such notice from the Owner desiring to replace the Architect. If, within ten (10) days after receipt by the Owner desiring to replace the Architect of such objection, the Owners do not resolve their differences, then the dispute shall be settled by arbitration pursuant to Article XIII. Any Architect acting hereunder shall have the right to resign at any time upon not less than ninety (90) days' prior written notice to the Owners.

16.2 In any instance when the Architect serving pursuant to Section 16.1 is authorized by this Declaration to advise the Owners concerning any dispute or matter, any Owner involved in such dispute or matter may submit the same to the Architect. The Owner submitting such dispute or matter shall simultaneously give written notice of the submission of such dispute or matter to the other Owners involved in such dispute. The Architect shall, except in an Emergency Situation, afford each Owner in any dispute or matter, and any attorney or other representative designated by such Owner, an opportunity to furnish information or data or to present such party's views.

16.3 The Architect shall be paid a reasonable fee for any services rendered hereunder, as jointly determined by the Owners, and shall be reimbursed for reasonable and necessary expenses incurred in connection therewith, and the Owners shall each pay their equitable share of such fees. In any instance when the Architect shall, in accordance with any of the provisions of this Declaration, render services in connection with the preparation of plans and specifications or the supervision of repair, restoration or demolition of the Improvements or any part thereof, the fees and expenses of the Architect shall be considered as costs and expenses of said repair, restoration or demolition, as the case may be, and shall be paid in the same manner as other costs and expenses of repair, restoration and demolition under the provisions of this Declaration pursuant to which the Architect is performing such services. If any Owner shall fail to pay its allocable share of any fees or expenses of the Architect within ten (10) days after receipt of any invoice therefor from the Architect, then any other Owner may pay the same and the Defaulting Owner shall, within ten (10) days after written demand, reimburse the Creditor Owner for any such payment, with interest thereon as provided herein.

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ARTICLE XVII DEPOSITARY

17.1 A depositary (the "Depositary") shall be appointed to receive insurance proceeds and Awards, to disburse such monies and to act otherwise in accordance with the terms and provisions of this Declaration. The Depositary shall be jointly appointed by the Owners who are entitled to receive the insurance proceeds under Article XI in the case of any fire or other casualty, or the Award under Article XV in the case of a taking (the "Affected Owners"). The Depositary appointed hereunder shall be Bayerische Hypo-Und Vereinsbank AG, New York Branch. The Depositary shall be entitled to receive from each of the Affected Owners its allocable share of the Depositary's reasonable fees and expenses for acting as Depositary, and may retain said fees and expenses, free of trust, from monies held by it. Any Depositary appointed to act hereunder shall execute an agreement with the Owners accepting said appointment and setting forth the terms and provisions of this Article XVII.

17.2 The Depositary shall have no obligation to prosecute a determination of the amount of, or to effect the collection of, any insurance proceeds or Award unless the Depositary shall have been given express written authorization from the Affected Owners.

17.3 The Depositary shall, at the direction of the Affected Owners, purchase with such monies, to the extent feasible, United States Government securities maturing within one (1) year from the date of purchase thereof, except insofar as it would, in the good faith judgment of the Depositary, be impracticable to invest in such securities by reason of any disbursement of such monies which the Depositary expects to make shortly thereafter, and the Depositary shall hold such securities in trust in accordance with the terms and provisions of this Declaration. Any interest paid or received by the Depositary on monies or securities held in trust, and any gain on the redemption or sale of any securities, shall be added to the monies or securities so held in trust by the Depositary. Unless the Depositary shall have undertaken to pay interest thereon, monies received by the Depositary pursuant to any of the provisions of this Declaration shall not be mingled with the Depositary's own funds and shall be held by the Depositary in trust for the uses and purposes herein provided.

17.4 The Depositary may resign by serving sixty (60) days' prior written notice on the Owners. Within sixty (60) days after receipt of such notice, the Affected Owners shall jointly appoint a substitute who qualifies under Section 17.1 hereof, and the Depositary shall transfer all funds, together with copies of all records held by it as Depositary to such substitute, at which time its duties as Depositary shall cease. If the Affected Owners shall fail to appoint a substitute within said sixty (60) days, then the Depositary may deposit such funds with either a court of competent jurisdiction or with a bank or trust company or a title insurer in Chicago, Illinois, which qualifies under Section 17.1 hereof.

ARTICLE XVIII DISBURSEMENTS OF FUNDS BY DEPOSITARY

18.1 (a) Each request by the Architect acting pursuant to the provisions of this Declaration for disbursement of insurance proceeds, any Award or other funds for application to the cost of repair, restoration or demolition (the "work") shall be accompanied by a certificate of the Architect, dated not more than ten (10) days prior to the date of the request for any such disbursement, setting forth the following:

- (i) that the sum requested (A) has been paid by or on behalf of one of the Owner of the 840 Property, the Owner of the 270 Garage Property and/or the Owner of the 270 Residential Property (the certificate shall specify the amount paid by each Owner), or (b) is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have rendered or furnished certain services or materials for the work, provided that any amounts payable to the Architect shall be approved in writing

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by the Owner(s) of that portion of the Total Property to which such work relates. Such certificate shall also state any other information required by the mechanics lien law of the State of Illinois and any title insurer affording coverage against mechanics' liens;

- (ii) that the sum requested, plus all sums previously disbursed, does not exceed the cost of the work actually in place up to the date of such certificate, plus the cost of materials supplied and actually stored on site (which materials shall be adequately insured against fire, theft and other casualties for the benefit of the Affected Owners and the holders of the applicable First Mortgages);
- (iii) that no part of the cost of the services and materials described in the certificate has been the basis of the withdrawal of any funds pursuant to any previous request or is the basis of any other pending request for funds; and
- (iv) that the cost to complete the unfinished work will not exceed the funds or security therefor held by the Depository after payment of the then-current request.

(b) Upon compliance with the provisions of Section 18.1(a) (but not more frequently than once in any thirty (30) day period), and

- (i) upon receipt of contractors' and subcontractors' sworn statements required under the mechanics lien laws of the State of Illinois accompanied by partial or final waivers of lien, as appropriate, and an Owner's sworn statement, and any other information required by any title insurer affording coverage against mechanics liens from the persons named in the sworn statement;
- (ii) approval by the title insurer and the Owner or Owners requesting disbursement, of the lien waivers and other documentation, and the willingness of the title insurer to issue title insurance satisfactory to such parties, insuring over possible mechanics lien claims relating to work in place; and
- (iii) satisfaction of such other reasonable conditions that are consistent with customary construction lending practices in the State of Illinois and may be imposed by the holder of a First Mortgage encumbering a portion of the Total Property in which such work is being performed

the Depository shall, out of the monies so held by the Depository, pay or cause to be paid to the Affected Owners, contractors, subcontractors, materialmen, engineers, architects and other persons named in the Architect's certificate and contractors' and subcontractors' sworn statements, the respective amounts stated in said certificate and statements due them. Notwithstanding the foregoing, any or all of the Owners requesting disbursement or the Depository may require that disbursements be made through the usual form of construction escrow then in use in Chicago, Illinois, with such changes as may be required to conform to the requirements or provisions of this Declaration. The Depository may rely conclusively, with respect to the information contained therein, on any certificate furnished by the Owners or the Architect to the Depository in accordance with the provisions of Section 18.1(a) and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate or authorization.

18.2 No contractor, subcontractor, materialmen, engineer, architect or any other person whatsoever, other than the Owners, shall have any interest in or right to or lien upon any funds held by the Depository. The Owners may jointly at any time provide for a different disposition of funds than that provided for in this Declaration, without the necessity of obtaining the consent of any contractor, subcontractor, materialman, engineer, architect or any other person whatsoever. If at any time the Owners shall jointly instruct the Depository in writing with regard to the disbursement of any funds held by

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the Depository, then the Depository shall disburse such funds in accordance with said instructions and the Depository shall have no liability to anyone by reason of having so disbursed said funds in accordance with said instructions.

ARTICLE XIX ESTOPPEL CERTIFICATES

19.1 Each Owner shall, from time to time, within ten (10) days after receipt of written request from another Owner (subject to payment of the fees described in Section 19.2, if applicable), execute, acknowledge and deliver to the requesting Owner or to any existing or prospective purchaser or mortgagee designated by the requesting Owner, a certificate ("Estoppel Certificate") stating:

(a) that the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying any such modifications;

(b) whether there is any existing default hereunder by any of the other Owners and, if so, specifying the nature and extent thereof;

(c) whether there are any sums (other than those arising out of the normal course of operation of the Improvements within the previous forty-five (45) days) which the Owner executing such Estoppel Certificate is entitled to receive or demand from any of the other Owners, and if there is any such sum, specifying the nature and amount thereof;

(d) whether the Owner executing the Estoppel Certificate has performed or is performing work other than services pursuant to Article VI, the cost of which such Owner is or will be entitled to charge in whole or in part to any of the other Owners under the provisions hereof, but has not yet charged to any such other Owner or Owners, and if there is any such work, specifying the nature and extent thereof;

(e) the nature and extent of any set-offs, claims, counterclaims or defenses then being asserted, or otherwise known by the Owner executing the Estoppel Certificate against the enforcement of any other Owner's rights hereunder;

(f) the total amount of all liens being asserted by the Owner executing the Estoppel Certificate under the provisions of this Declaration, and describing the applicable provision or provisions and the details of any such lien claim;

(g) whether the Owner executing the Estoppel Certificate has requested that a Matter be submitted to arbitration, which Matter has not been discharged, released or otherwise resolved, and if so, a copy of any such notice or notices shall be delivered with the Estoppel Certificate;

(h) the nature of any arbitration proceeding or finding under Article XIII made within the ninety (90) days preceding the date of such Estoppel Certificate;

(i) the current address or addresses to which notices given to the Owner executing the Estoppel Certificate are required to be delivered under Article XXIII; and

(j) such other matters as may be reasonably requested.

19.2 Each Owner, if requested to issue an Estoppel Certificate in connection with the purchase and sale or financing of a Unit Ownership, may charge a reasonable fee for preparing,

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executing and delivering the Estoppel Certificate and may, in its sole discretion, limit to items (b) and (f) described above the statements made in the Estoppel Certificate.

19.3 So long as any Property remains subject to the provisions of the Act, (a) an Estoppel Certificate requested from the Owner of such 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 (b) an Estoppel Certificate requested by the Owner of such Property or any Unit Owner or Unit Owners may only be requested by the Condominium Association on behalf of the Owner of such Property, or any such Unit Owner or Unit Owners.

ARTICLE XX CONDOMINIUM ASSOCIATION ACTING FOR UNIT OWNERS

So long as any Property is subject to the provisions of the Act, all rights, Easements and benefits under this Declaration appurtenant to or enjoyed by such Condominium Property shall be exercised by the Condominium Association on behalf of the Unit Owners, except for such rights or benefits expressly granted to Unit Owners hereunder. Any action to enforce or defend rights, obligations, Easements, burdens and benefits under this Declaration on behalf of the Unit Owners or the Condominium Association shall be taken on behalf of all Unit Owners and the Condominium Association solely by the Condominium Association by its duly authorized officers acting pursuant to authority granted by law, the applicable Condominium Declaration or resolution of the board of managers of the Condominium Association. Except as otherwise noted herein, any requirement for any Unit Owner to furnish a notice or deliver a document may also be performed by the Condominium Association of which such Unit Owner is a member. No Unit Owner or group of Unit Owners shall have the right to take any action under this Declaration or to enforce any of the rights, Easements or privileges granted by this Declaration for the benefit of the Condominium Property or any part thereof. Subject to Article XXIV and Section 12.3, all obligations of the Owner of any Condominium Property under this Declaration shall be the joint and several obligations of the applicable Condominium Association and the Unit Owners in such Condominium Property.

ARTICLE XXI AMENDMENTS TO DECLARATION

Each of 840 and 270 reserves for itself, the right and power to record an amendment to and/or an amendment and restatement of this Declaration ("Special Amendment") at any time and from time to time. A Special Amendment may, among other things: (i) correct clerical or typographical errors; (ii) grant additional Easements (including, without limitation, on, over, under, in, across, through or about any Property, before or after it becomes Condominium Property) as may be necessary, in 840's or 270's reasonable judgment in order to effectuate Maintenance, operation and administration of the Total Property or any portion thereof; (iii) provide for additional services to be furnished by one Owner to one or more other Owners and for the payment for such services; and (iv) make such other modifications of, or additions or deletions to, this Declaration as may be necessary, in 840's or 270's reasonable judgment, in order to effectuate the Maintenance, operation and administration of the Total Property or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to 840 and to 270 to vote in favor of, make, or consent to a Special Amendment on behalf of each 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 840 and 270 to vote in favor of, make, execute and record Special Amendments. Each Special Amendment shall be recorded with the Recorder and shall be effective from and after the date of recording. The right of 840 and 270 to act pursuant to rights reserved or granted under this Article XXI shall terminate at such time as neither 840 nor 270 holds or controls title to any portion of the Total Property.

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ARTICLE XXII ALTERATIONS

22.1 (a) Except as otherwise expressly required or permitted in Articles VI, VII, XI and XV, and subject to Article XXV below, any Owner (hereinafter in this Article XXII, "Altering Owner") may, at any time, at such Altering Owner's sole cost and expense, make additions, improvements or alterations (hereinafter in this Article XXII, "Alterations") to such Altering Owner's portion of the Improvements or any Facilities located thereon or therein, provided that such Alterations comply with the provisions of this Article XXII. Prohibitions and restrictions on Alterations shall also apply to individual Unit Owners.

(b) No Alterations shall be made without the prior written consent of any particular Owner, if such Alterations will:

- (i) unreasonably diminish the benefits afforded to such Owner by any Easement or unreasonably interrupt such Owner's use or enjoyment of any Easement;
- (ii) impair the structural integrity of the Improvements (or any portion thereof) or necessitate the erection of additional columns, bearing walls, or other structures upon or within the Total Property;
- (iii) unreasonably degrade or diminish the services to such other Owner under Article VI;
- (iv) unreasonably increase the cost or expenses, if any, for which such other Owner is or would be responsible pursuant to Article VI; or
- (v) violate the PD or the provisions of the Chicago zoning ordinance applicable to the Total Parcel, as said ordinance may be amended from time to time.

(c) If, at any time, the Altering Owner proposes to make any Alterations which require or could possibly require the consent of either or both of the other Owners, then before commencing or proceeding with such Alterations, the Altering Owner shall deliver to such other Owner or Owners a copy of the plans and specifications showing the proposed Alterations and a notice referring to this Section 22.1. If such other Owner or Owners consent to such Alterations or state that its/their consents are not required, the Altering Owner may proceed to make its Alterations substantially in accordance with said plans and specifications. The Owner or Owners whose consent is requested shall make a good faith effort to respond to the Altering Owner within thirty (30) days after its receipt of said plans and specifications from the Altering Owner showing proposed Alterations. If the Altering Owner has not requested an Owner's consent to the proposed Alterations, and if, in the good faith opinion of such Owner, the Altering Owner has violated or will violate the provisions of Section 22.1(b), then such Owner (the "Objecting Party") shall notify the Altering Owner of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of Section 22.1(b), and shall specify the respect or respects in which its provisions are or will be violated. If an Objecting Party in good faith asserts a violation of Section 22.1(b), then the Altering Owner 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 rights or remedies to which the Objecting Party may be entitled by reason of the Altering Owner's violation or likely violation of the provisions of this Section 22.1, the Objecting Party shall be entitled to seek and obtain injunctive relief to enjoin any such violation.

(d) If any matter arises among any of the Owners with respect to whether any Alterations or proposed Alterations violate the provisions of Section 22.1(b), then any Owner may submit such matter to the Architect for its opinion as to whether the Alterations or proposed Alterations violate the provisions of Section 22.1(b). In the event that any Owner disagrees with the determination of the Architect with

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respect to any such matter, such Owner shall have the right to submit such matter to arbitration in accordance with the provisions of Article XIII, by giving written notice of such election within ten (10) days of such determination. In the event that no Owner so elects to submit such matter to arbitration, the determination of the Architect shall be final and binding on the Owners.

(e) The Owners, in making Alterations, shall (i) perform all work 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 Declaration. Each Owner shall, to the extent reasonably practicable, make Alterations within its portion of the Total Property in such a manner as to minimize any noise, vibration, particulate and dust infiltration or other interference or disturbance which would disturb an occupant or occupants of the other portions of the Total Property.

22.2 None of the Owners shall make any Alterations, allow any use of or undertake any other action relating to their respective portions of the Total Property which would violate the provisions of (i) the PD or the Chicago zoning ordinance applicable to the Total Parcel, as said ordinance may be amended from time to time, or (ii) any health codes, building codes, fire codes, or environmental and life safety regulations.

22.3 Applications for building permits to make Alterations which comply with the provisions of this Article XXII shall be filed and processed by the Altering Owner without the joinder of the other Owners in such application, unless the City of Chicago or other government agency having jurisdiction thereof requires joinder of either or both of the other Owners. If joinder by either or both of the other Owners is so required, said Owner(s) shall cooperate in executing such application or other instruments as may be necessary to obtain the building permit, provided, however, the Altering Owner shall indemnify and hold harmless such other Owner(s) from and against any and all losses, liabilities, claims, judgments, costs and expenses arising out of the other Owners' execution of the application, permit or other instrument. If any Owner fails to execute said application, permit or other instrument when required hereunder to do so, each of the other Owners is hereby irrevocably appointed attorney-in-fact of such Owner (such power of attorney being coupled with an interest) to execute said application, permit or other instrument on behalf of such Owner.

22.4 An Owner performing any Alterations or other work required or provided for under this Declaration shall include in any construction contract a provision pursuant to which the contractor either (i) recognizes the separate ownership of the 840 Property, the 270 Garage Property and the 270 Residential Property and agrees that any lien rights which the contractor or subcontractors have under the mechanics lien laws of the State of Illinois shall only be enforceable against the portion of the Total Property owned by the Owner with whom they have contracted, or (ii) agrees that no lien or claim may be filed or maintained by such contractor or any subcontractors and agrees to comply with the provisions of the mechanics lien law of the State of Illinois in connection with giving notice of such "no lien" provision.

22.5 Notwithstanding anything contained in this Declaration to the contrary, the terms, provisions and restrictions set forth in this Article XXII shall not apply to: (i) the initial construction, fixturing, equipping and furnishing of the Improvements or any portion thereof by 840 or 270, or any Alterations constructed, installed or made by, at the request of, or with the consent of 840 or 270; or (ii) the construction, installation and Maintenance of any signs, canopies and/or awnings.

22.6 The grantee of any Easement hereunder affecting the Total Property or any portion thereof shall perform any construction, reconstruction, restoration, installation and/or Maintenance pursuant to such Easement in such a manner as to cause as little disturbance in the use and enjoyment of the affected portion of the Total Property and surrounding areas as may be practical under the circumstances. Notwithstanding anything contained herein to the contrary, the grantee of any Easement affecting the Total Property or any portion thereof shall restore or replace, at its sole cost and expense,

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the adversely affected portion of the Total Property to substantially the same condition as existed immediately prior to such construction, reconstruction, restoration, installation and/or Maintenance. In the event any grantee of an Easement does not perform the foregoing restoration or replacement within sixty (60) days after written notice from any Owner, the Creditor Owner may, at its option, perform, or cause to be performed, the necessary restoration or replacement work, and shall be entitled to recover from the Defaulting Owner all costs and expenses incurred in connection therewith, plus interest thereon as described in Section 12.5.

ARTICLE XXIII NOTICES

23.1 All notices, demands, elections or other communications required, permitted or desired to be served hereunder shall be in writing and shall be delivered in person, sent by a nationally recognized overnight courier, or mailed as certified or registered mail, postage prepaid, return receipt requested, addressed as below stated:

To the Owner
of the 840 Property:

350 West Hubbard Street, Suite 301
Chicago, Illinois 60610
Attention: Theodore Weldon and Stephen F. Galler

To the Owner of
the 270 Garage Property:

350 West Hubbard Street, Suite 301
Chicago, Illinois 60610
Attention: Theodore Weldon and Stephen F. Galler

To the Owner
of the 270 Residential Property:

350 West Hubbard Street, Suite 301
Chicago, Illinois 60610
Attention: Theodore Weldon and Stephen F. Galler

23.2 So long as any Property remains subject to the Act, (i) another Owner may, but shall not be obligated to, give personal notice to any Unit Owner, notice to the Condominium Association hereby being deemed sufficient and effective notice to all Unit Owners, and (ii) the Condominium Association alone shall be empowered to give notice on behalf of any or all Unit Owners under this Declaration, which notice shall be binding on the Unit Owners.

23.3 Any notice, demand, election or other communication delivered in person as aforesaid shall be deemed received when delivered, any notice, demand, election or other communication delivered by nationally recognized overnight courier as aforesaid shall be deemed received one (1) business day after delivery to such courier, and any notice, demand, election or other communication mailed as aforesaid shall be deemed received three (3) business days after deposit in the United States mail, or upon actual receipt, whichever is earlier. Addresses for service of notice may be changed by written notice served as hereinabove provided at least ten (10) days prior to the effective date of such address change. Nothing herein contained, however, shall be construed to preclude service of any notice, demand, election or other communication in the same manner that service of a summons or legal process may be made.

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ARTICLE XXIV LIMITATION OF LIABILITY

24.1 Notwithstanding anything contained in this Declaration to the contrary, no judgment or decree enforcing obligations under this Declaration against any Owner shall be subject to execution on or be a lien on any assets of such Owner other than that Owner's portion, estate or interest in the Total Property and any proceeds therefrom, including any insurance or condemnation proceeds relating thereto and any proceeds arising from the operation or use of such Owner's portion of the Total Property.

24.2 In the event of any conveyance or divestiture of title to any portion of or interest in any portion of the Total Property: (i) 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 (ii) the grantee or 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, and then any such grantee's or successor's grantee or successor shall thereafter be so bound.

ARTICLE XXV RESTRICTIONS AFFECTING THE ROOF OF THE 270 RESIDENTIAL PROPERTY

Without limiting the terms of Article XXII above, but rather in addition thereto, the Owner of the 270 Residential Property shall not, without the prior written consent of the Owner of the 840 Property in each instance (which consent may be granted or withheld by the Owner of the 840 Property in its sole discretion for any reason or for no reason) cause, allow, suffer or permit any Alterations to, above, over, across or through the seventeenth (17th) floor roof of the 270 Residential Property, other than: (i) Facilities customarily located on and above roofs of buildings similar to the 270 Improvements (including, without limitation, chillers, boilers, cooling towers, fans, flues and ducts), and penthouses and similar rooftop enclosures exclusively for such Facilities; and (ii) open-air roof decks to be used exclusively for such purposes as residential roof decks are customarily used as of the date of this Declaration (such as, lounging, eating and outdoor cooking for residents and their guests). Notwithstanding anything contained in this Declaration to the contrary, the terms, provisions and restrictions set forth in this Article XXV shall not apply to the initial construction, fixturing, equipping and furnishing of the 270 Improvements or any portion thereof by 270, or any Alterations constructed, installed or made by, at the request of, or with the consent of 270.

ARTICLE XXVI GENERAL

26.1 In fulfilling obligations and exercising rights under this Declaration, each Owner shall cooperate with each other to promote the efficient operation of each respective portion of the Total Property and the harmonious relationship among the Owners and to protect the value of each of their 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 Declaration, 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 may reasonably request in order to confirm to such requesting Owner the benefits contemplated

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hereby, but only so long as any such request does not restrict or abridge the benefits granted any other Owner hereunder or increase any Owner's burdens hereunder; and (ii) such grants of easements to and agreements with utility companies and providers of internet access as any other Owner may reasonably request in order to enable such company or entity to furnish services as required by such Owner.

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

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

26.4 Except as otherwise provided herein (including, without limitation, Article XXI hereof), this Declaration may be amended or terminated only by an instrument signed by the then Owners and the Mortgagees. So long as any Property is submitted to the Act, the Condominium Association for such Condominium Property shall, by its authorized officers, execute all amendments to or any termination of this Declaration on behalf of all Unit Owners and the Owner of such Condominium Property, which amendments or termination shall be binding on all Unit Owners and the Owner of such Condominium Property. Any amendment to or termination of this Declaration shall be recorded with the Recorder.

26.5 Except for perpetual Easements provided for under this Declaration, the covenants, conditions and restrictions contained in this Declaration shall be enforceable by the Owners and their respective successors and assigns for a term of forty (40) years from the date this Declaration 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 Article XXI and Section 26.4; provided, however, that this Declaration, and all Easements, covenants, conditions and restrictions contained herein, shall terminate and be deemed abrogated upon the demolition or destruction of all of the Improvements and the failure to restore or rebuild the same within five (5) years after such demolition or destruction. In and to the extent that any of the covenants, easements or other provisions of this Declaration would otherwise be unlawful or void for violation of (a) the rule against 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, easements or other provisions 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 death of the last to survive of the class of persons consisting of all of the lawful descendants of Richard M. Daley, Mayor of the City of Chicago, living at the date of this Declaration.

26.6 All the Easements, covenants, rights, agreements, reservations, restrictions and conditions herein contained touch and concern the land and shall run with the land and shall inure to the benefit of and be binding upon the Owners 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 or interest therein. Reference in the respective deeds of conveyance, or in any mortgage or other evidence of obligation, to the Easements and covenants herein described shall be sufficient to create and reserve such Easements and covenants to the respective grantees or mortgagees of such parcels as fully and completely as though said Easements and covenants were fully recited and set forth in their entirety in any such documents.

26.7 Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Improvements subject to an Easement unless the Owner benefitted by such Easement states in writing its intention to abandon the Easement, provided that any abandonment of an Easement shall not relieve an Owner of any of its obligations under this Declaration except as they relate to such Easement.

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

26.9 This Declaration 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 under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

26.10 Each provision of the Recitals to this Declaration and each exhibit attached hereto is hereby incorporated in this Declaration and is an integral part hereof.

26.11 No provision of this Declaration shall be deemed to have been waived by any party hereto unless such waiver be in writing signed by the party making such waiver. The failure of any party subject hereto to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Declaration, shall not be deemed a waiver thereof or prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation.

26.12 Except as expressly provided in this Declaration to the contrary, all consents and approvals of any of the Owners or the Mortgagees shall not be unreasonably withheld or delayed. Any disapproval of or failure to consent to any matter hereunder shall be in writing and shall state in reasonable detail the reason or reasons therefor.

26.13 Notwithstanding any ownership, directly or indirectly, in all or any portion of the 840 Property, the 270 Residential Property, or the 270 Garage Property in one person or entity, it is the intent and understanding that all such properties and estates shall remain separate and distinct from each other and shall not be merged into such other estates and properties by reason of such common ownership. A merger of any of such estates and properties can only be effected by a written instrument signed by the then owner of such estates and properties and by each mortgagee of such estates and properties and recorded in the office of the Recorder.

26.15 Each Mortgagee is given the right, but not the obligation, to act on behalf of the Owner whose interest is mortgaged to it, to cure defaults of such Owner under this Declaration within any applicable cure period set forth herein, and each Owner agrees to accept performance by such Mortgagee.

26.16 This Declaration may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[no further text on this page--signature page to follow]

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IN WITNESS WHEREOF, 840 and 270 have executed this Declaration as of the 5th day of September, 2003.

840 LAKE SHORE DRIVE, L.L.C., an Illinois limited liability company

By: Lake Shore, L.L.C., its sole member

By: LR Development Company LLC, its sole member

By: [Signature]
Name: Stephen P. Geller
Title: Sr Vice President

270 EAST PEARSON, L.L.C., an Illinois limited liability company

By: Lake Shore, L.L.C., its sole member

By: LR Development Company LLC, its sole member

By: [Signature]
Name: Stephen P. Geller
Title: Sr Vice President

Property of Cook County Clerk's Office

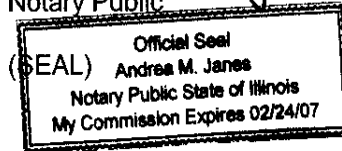
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, ANDREA JANES, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STEVE GALER, the SR. VP of LR Development Company LLC, a Delaware limited liability company, being the sole member of Lake Shore, L.L.C., an Illinois limited liability company, which in turn is the sole member of 840 LAKE SHORE DRIVE, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SR VP, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 5th day of September, 2003.

Andrea Janes
Notary Public

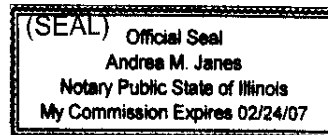


STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, ANDREA JANES, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STEVE GALER, the SR. VP of LR Development Company LLC, a Delaware limited liability company, being the sole member of Lake Shore, L.L.C., an Illinois limited liability company, which in turn is the sole member of 270 EAST PEARSON, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SR VP, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 5th day of September, 2003.

Andrea Janes
Notary Public



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EXHIBIT A

Legal Description of 840 Parcel

LOTS 1 AND 5 IN THE RESIDENCES ON LAKE SHORE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 91 TO 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Identification Number: 17-03-223-029-8002

Property Address: 840 N. Lake Shore Drive
Chicago, Illinois 60611

Property of Cook County Clerk's Office

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EXHIBIT B

Legal Description of the 270 Parcel

LOTS 2 AND 3 IN THE RESIDENCES ON LAKE SHORE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 91 TO 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Identification Number: 17-03-228-028-8002

Property Address: 270 East Pearson Street
Chicago, Illinois 60611

Property of Cook County Clerk's Office

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EXHIBIT C

Legal Description of the 270 Garage Parcel

LOT 3 IN THE RESIDENCES ON LAKE SHORE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 91 TO 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Identification Number: 17-03-228-028-8002 (affects the subject property and other land)

Property Address: 270 East Pearson Street
Chicago, Illinois 60611

Property of Cook County Clerk's Office

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EXHIBIT D

Legal Description of the 270 Residential Parcel

LOT 2 IN THE RESIDENCES ON LAKE SHORE PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 91 TO 98 IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

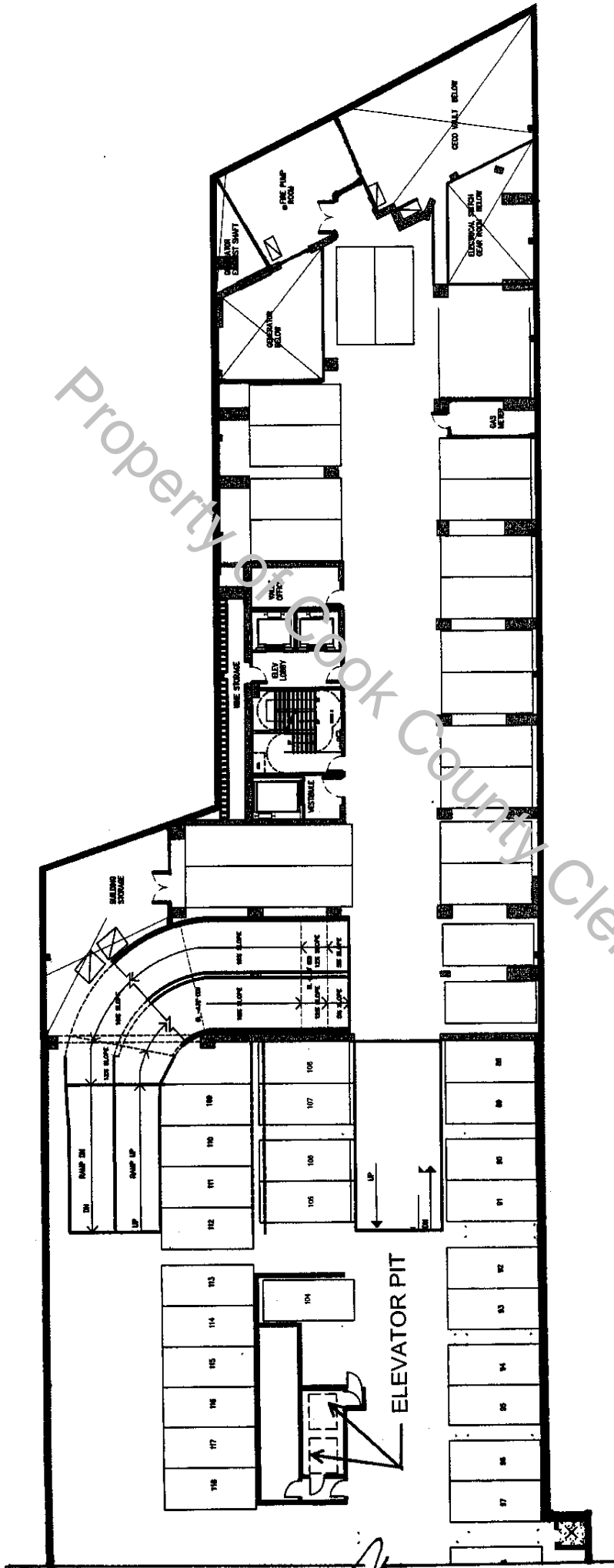
Permanent Identification Number: 17-03-228-028-8002 (affects the subject property and other land)

Property Address: 270 East Pearson Street
Chicago, Illinois 60611

Property of Cook County Clerk's Office

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EXHIBIT E

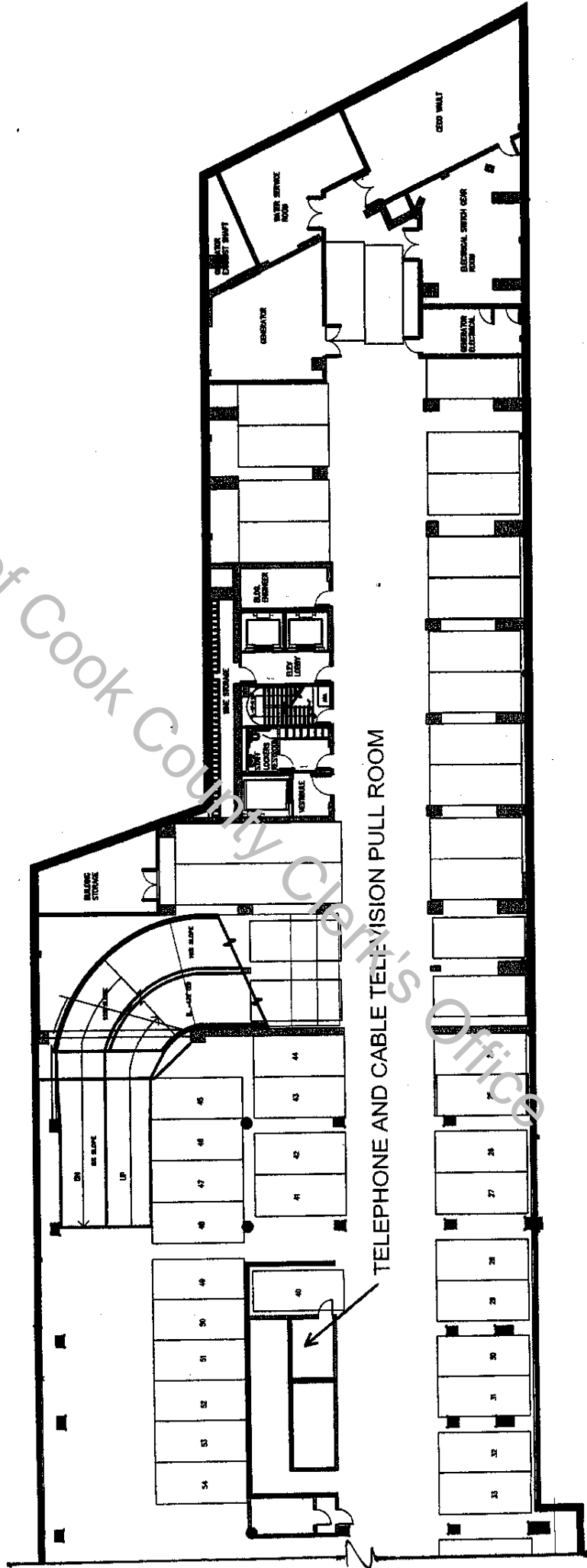


ELEVATOR PIT FACILITIES AT THE BASEMENT LEVEL

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Property of Cook County Clerk's Office

EXHIBIT F



TELEPHONE AND CABLE TELEVISION PULL ROOM FACILITIES AT THE SUB-BASEMENT LEVEL

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CONSENT OF MORTGAGEE (Hypo Vereinsbank AG)

Bayerische Hypo-Und Vereinsbank AG, New York Branch, a banking corporation organized under the laws of the Federal Republic of Germany, as agent for the holders of that certain Mortgage dated July 31, 2000, and recorded at the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") on August 7, 2000 as Document No. 00600273, together with various loan and security documents (collectively, the "Mortgage"), hereby consents to the execution and recording of the within Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") and agrees that the Mortgage is subject and subordinate to the provisions of the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized officer on its behalf, at New York, New York, on this 4th day of September, 2003.

BAYERISCHE HYPO-UND VEREINSBANK AG,
NEW YORK BRANCH

By: Christine Elck
Name: CHRISTINE ELCK
Title: Directors

By: Roy Chin
Name: ROY CHIN
Title: Directors **MANAGING DIRECTOR**

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS.

I, the undersigned, a Notary Public in and for the County, and State aforesaid. DO HEREBY CERTIFY, that Christine Elck and Roy Chin, Directors of Bayerische Hypo-Und Vereinsbank AG, New York Branch, a banking corporation organized under the laws of the Federal Republic of Germany, personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Directors, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said banking corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of September, 2003.

(NOTARY SEAL)

Heather Eppley
Notary Public

My Commission Expires: _____

HEATHER EPPLEY
Notary Public, State of New York
No. 31-01EP5053195
Qualified in Queens County
Commission Expires April 10, 2006

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CONSENT OF MORTGAGEE (ISAR Lake Shore LLC)

ISAR Lake Shore LLC, a Delaware limited liability company, holder of that certain Mortgage dated July 31, 2000, and recorded at the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") on August 7, 2000 as Document No. 00600275, as amended, together with various loan and security documents (collectively, the "Mortgage"), pursuant to that certain Assignment of Mortgage dated December 30, 2002 and recorded with the Recorder on January 23, 2003 as Document No. 0030108297, hereby consents to the execution and recording of the within Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") and agrees that the Mortgage is subject and subordinate to the provisions of the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized officer on its behalf, at New York, New York, on this 4th day of September, 2003.

ISAR LAKE SHORE LLC

By: [Signature]
Name: _____
Title: Managing Directors

By: [Signature]
Name: _____
Title: Managing Directors

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for the County and State aforesaid. DO HEREBY CERTIFY, that Peter Hunnigan and Andrew Vetrin, Managing Directors of ISAR Lake Shore LLC, a Delaware limited liability company, personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Managing Directors, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of September, 2003.

(NOTARY SEAL)

Notary Public: [Signature]
My Commission Expires: _____

HEATHER EPPLEY
Notary Public, State of New York
No. 31-01EP5053195
Qualified in Queens County
Commission Expires April 10, 2008