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**DECLARATION OF COVENANTS  
RESTRICTIONS AND EASEMENTS**

**CHICAGO MANUFACTURING CAMPUS  
CHICAGO, ILLINOIS**

**THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS** (hereinafter referred to as the "**Declaration**") is made this 12<sup>th</sup> day of August, 2003, by **CHICAGO MANUFACTURING CAMPUS, LLC and CMC LAND HOLDING COMPANY, LLC**, both being Delaware limited liability companies (hereinafter collectively referred to as the "**Declarant**").

**RECITALS:**

**WHEREAS**, Declarant is the legal title holder of certain property situated in the City of Chicago, County of Cook, State of Illinois (hereinafter referred to as the "**Property**"), which is described in **Exhibit "A"** attached hereto and specifically incorporated by reference; and

**WHEREAS**, Declarant desires to provide for the preservation of the value of the Property by providing for: (i) the maintenance, repair and replacement of common areas and common facilities and systems serving the Property; (ii) the maintenance, care, replanting and replacement of certain landscaping and landscaped areas now or hereafter located on the Property; (iii) certain architectural controls and other restrictions governing the use and development of the Property; and (iv) the allocation and collection of the costs of the foregoing; and

**WHEREAS**, Declarant deemed it desirable, for the efficient preservation of the value of the Property and the individual Lots, to create an incorporated association for the purpose of carrying out

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the purposes of this Declaration and for administering and enforcing the covenants and easements created hereunder; and

**WHEREAS**, Declarant desires and intends that the owners, tenants, mortgagees, occupants and other persons hereafter acquiring any interest in the Property, shall at all times enjoy the benefits, and shall hold their respective interest in the Property, subject to the rights, easements, obligations, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to facilitate the proper administration of the Property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

**NOW THEREFORE**, Declarant hereby declares that all of the Property shall be transferred, held, sold, conveyed, used and occupied subject to this Declaration.

## **ARTICLE I** **DEFINITIONS**

The following words when used in this Declaration shall have the following meanings:

1.1 **Amenities**. "Amenities" shall mean the Common Areas, Designated City Owned Areas, Landscaping and Common Utilities and Systems.

1.2 **Association**. "Association" shall mean Chicago Manufacturing Campus Property Owners' Association, an Illinois not-for-profit corporation.

1.3 **Association Costs**. "Association Costs" shall mean (i) all costs incurred and expenditures made by the Association in accordance with **Article IV** hereof, and (ii) such reasonable reserves determined to be necessary by the Board of Directors from time to time, including but not limited to reserves for anticipated capital costs and extraordinary expenses.

1.4 **Board of Directors**. "Board of Directors" shall mean the duly constituted board of directors of the Association, elected from time-to-time in accordance with the By-Laws.

1.5 **By-Laws**. "By-Laws" shall mean the by-laws of the Association, as the same are amended from time to time.

1.6 **Committee**. "Committee" shall have the meaning ascribed to it in **Section 7.1** hereof.

1.7 **Common Areas**. "Common Areas" shall mean the land legally described in the attached **Exhibit "B"**, together with such additional land as may hereafter, from time-to-time, be conveyed to the Association.

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1.8 **Common Utilities and Systems.** "Common Utilities and Systems" shall mean the private sanitary sewers, manholes, ducts, valves and other related sanitary sewer equipment and systems owned or controlled by the Association and contained within the Sanitary Sewer Easement or any other locations within or outside the Property; the lift stations and equipment serving the aforesaid private sanitary sewer system; and all other private or quasi-public utility improvements, systems and equipment serving the Property (or portions thereof) which are, from time-to-time, owned or controlled by the Association.

1.9 **Declaration.** "Declaration" shall mean this Declaration of Covenants and Easements, as the same may be amended from time to time.

1.10 **Deed.** "Deed" shall mean any deed conveying a Lot to a Lot Owner.

1.11 **Designated City Owned Areas.** "Designated City Owned Areas" shall mean those areas which are identified in the drawing attached hereto as **Exhibit "C"**, together with such other areas owned by the City of Chicago which the Association, from time-to-time, may designate as subject to maintenance by the Association as additional Amenities.

1.12 **Governing Documents.** "Governing Documents" shall collectively mean and refer to the By-Laws and this Declaration, as the same may from time to time be amended or supplemented.

1.13 **Landscaping.** "Landscaping" shall mean the grass and other ground cover, flowers, trees, shrubs and other vegetation now or hereafter located within the Common Areas and the Designated City Owned Areas.

1.14 **Lot.** "Lot" shall mean each subdivided lot or tract of record established pursuant to the Subdivision Plat; provided that, no portion of the Common Areas shall constitute a Lot or Lots, even though such Common Areas may be separately identified as a lot or tract on the Subdivision Plat.

1.15 **Lot Owner.** "Lot Owner" shall mean any record title holder, whether one or more parties, of a fee simple interest or title to a Lot, and shall include the Declarant with respect to the Lot(s) owned by the Declarant.

1.16 **Board of Directors.** "Board of Directors" shall have the meaning set forth in **Section 3.7** hereof.

1.17 **Member.** "Member" shall mean each Lot Owner. There are two classes of Members as provided for in **Section 3.4** hereof.

1.18 **Member's Proportionate Share.** "Member's Proportionate Share" shall mean each Member's share of the Association Costs determined in accordance with the provisions of **Section 5.1** hereof.

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1.19 **Mortgagee.** "Mortgagee" shall mean any Person who holds of a recorded mortgage lien, deed of trust or other security interest in any Lot or portion thereof or interest therein, created to secure a *bona fide* indebtedness, regardless of whether the lien or security interest encumbers fee title to said Lot or any leasehold or other subordinate estate.

1.20 **Occupant.** "Occupant" shall mean any Person from time to time entitled to the use or occupancy of any portion of a Lot (or the improvements thereon) under any lease, sublease, easement, license, concession or other similar agreement.

1.21 **Person.** "Person" shall mean any one or more individuals, partnerships, firms, associations, corporations, trusts, units of government, administrative tribunals or any other form of business or legal entity.

1.22 **Property.** "Property" shall mean the real estate located within the City of Chicago, Cook County, Illinois legally described on **Exhibit "A"** attached hereto.

1.23 **Rules and Regulations.** "Rules and Regulations" shall mean and refer to the rules and regulations of the Association enacted by the Voting Members from time to time.

1.24 **Sanitary Sewer Easement.** "Sanitary Sewer Easement" shall that certain easement being identified, created and governed by the Grant of Sewer Easement dated July 10, 2003 made by Chicago Manufacturing Campus, LLC in favor of the Association and recorded in Cook County, Illinois on August 12, 2003 as document number 0322410003.

1.25 **Subdivision Plat.** "Subdivision Plat" shall mean the plat of subdivision of Chicago Manufacturing Campus, recorded in Cook County, Illinois on August 12, 2003 as document number 0322410112.

1.26 **Voting Member.** "Voting Member" shall mean each Person entitled to vote at a meeting of the Association as provided for in **Section 3.5** hereof.

## ARTICLE II **AMENITIES**

2.1 **Care of Amenities.** The Association shall be responsible for the care, maintenance, repair and replacement of the Amenities in accordance with **Sections 3.2 and 4.1** hereof.

2.2 **Use of Amenities.** Each Lot Owner and Occupant shall have the benefit of an appurtenant non-exclusive easement of use with respect to the Amenities, subject however to the restrictions and conditions set forth in this Declaration and the Rules and Regulations. Notwithstanding the foregoing, no Person shall obstruct any of the Common Areas.

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2.3 **Damage to Amenities.** No Lot Owner or Occupant, by either act or omission, shall do or refrain from doing any act the effect of which will damage or impair the function, appearance or condition of any of the Amenities. If an extraordinary expense is incurred by the Association for the replacement, repair or maintenance of any of the Amenities as a result of the act or omission of a Lot Owner or its Occupants, agents, licensees, invitees, contractors, sub-contractors or employees, such expense shall be due and payable by that Lot Owner within thirty (30) days of written demand therefor from the Declarant or the Association, as the case may be, the unpaid portion of which shall accrue interest at the rate per annum equal to the prime rate of interest as published from time to time in the Wall Street Journal plus two (2%) percent and shall be a lien upon the Lot Owner's Lot enforceable in accordance with the provisions of this Declaration.

## ARTICLE III CREATION OF ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1 **General.** The Association is a not-for-profit corporation duly formed and existing under the laws of the State of Illinois, and it is charged with the duties and vested with the powers prescribed by this Declaration. The Bylaws shall not be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 **Duties and Powers of the Association.** In addition to the duties and powers enumerated elsewhere herein, and without limiting the generalities thereof, the Association shall:

- (a) Maintain or cause to be maintained in a neat, safe, sanitary and orderly condition, and in good order and repair, all of the Amenities;
- (b) Levy and collect assessments to provide such funds as may be required from time to time for such purposes, and shall have and possess all such powers as shall be necessary or appropriate for the accomplishment of such duties and functions;
- (c) Establish and maintain a working capital and contingency fund in an amount to be reasonably determined by the Board of Directors;
- (d) Own personal property, open bank accounts, contract for legal and accounting services, employ such contractors as is reasonably necessary to undertake the duties of the Association, and otherwise do that which is necessary to protect or defend the Association and the Amenities from loss or damage, by suit or otherwise, and pay the costs of the foregoing from assessments.

3.3 **Funds.** All funds collected by the Association shall be held and expended for the purposes designated herein and in the Governing Documents. All such funds shall be deemed to be

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held for the benefit, use and account of the Association and shall not be commingled with the funds of the Declarant or any other Person.

3.4 **Membership.** The Association shall have two (2) classes of Members:

(a) **Class A:** Class A Members shall be such Persons as, from time to time, are Lot Owners. Notwithstanding the foregoing, no Person who is a holder of any such interest merely as security for the performance of an obligation shall be a Member. The beneficiary of any land trust holding title to a Lot shall exercise all rights as a Member, rather than the trustee. A Person's membership in the Association shall automatically terminate upon the conveyance of its Lot, other than by lease or mortgage, at which time said Lot Owner's successor in title shall automatically become a Member. No Member shall have any right or power to disclaim, terminate or withdraw from its membership in the Association or from any of its obligations as a Member, except as specifically provided herein.

(b) **Class B:** The Class B Member shall be the Declarant who shall be entitled to the single vote in the Association until the Declarant owns or controls less than three (3) Lots, at which time the Class B membership will be deemed to have terminated and the Declarant shall become a Class A Member with respect to the Lots it owns. It is understood that the Declarant may transfer, assign or relinquish all or part of its right, title and interest, and the powers enuring pursuant to its Class B membership hereunder, which assignment shall become effective upon the delivery of the instrument of assignment to the Association. For purposes of this **Section 3.4(b)**, the conveyance by the Declarant of legal title to any Lot or Lots to a different entity which holds legal title for the benefit of the Declarant or in which the Declarant is the controlling party, or to a partnership of which Declarant owns a 33% or greater partnership interest, or to a limited liability company of which Declarant owns a 33% or greater share of the membership interest, shall not constitute a sale or transfer by Declarant.

3.5 **Voting Rights.** There shall be only one Person with respect to each Lot who shall be entitled to vote at any meeting of the Association. Such Person shall be known as a "**Voting Member**". Such Voting Member shall be the Lot Owner, or the Person designated by such Lot Owner in writing to act as proxy on his behalf and who need not be a Lot Owner. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board of Directors by the Lot Owner; provided that the Board of Directors may establish a reasonable number of days prior to any meeting of the Members after which changes to the list of Voting Members may not be made. In any case where the Lot is vested in more than one Person, the Voting Member and the vote of such Lot Owner shall be determined among such Persons as they may see fit, but no more than one Voting Member shall represent any Lot. In case no Voting Member is designated with respect to a Lot, any notice required to be given herein to the Voting Member may be directed to any one or more of the Lot Owners of such Lot. Each Voting Member shall be entitled to one vote at meetings of the Association, subject however to the next grammatical paragraph.

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Notwithstanding the foregoing, the sole vote in the Association shall vest in the Declarant as the Class B Member, and the Class A Voting Members shall have no vote at meetings of the Association, until such time as the Class B membership is terminated pursuant to the provisions of **Section 3.4(b)** above. In the event the Declarant relinquishes the right to exercise the sole vote of the Association, as aforesaid, it shall be entitled to cast votes equal to the number of Lots it owns.

## 3.6 **Meetings.**

(a) **General.** Meetings of the Voting Members shall be held at the Property or at such other place in the State of Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of Voting Members having more than fifty (50%) of the total votes shall constitute a quorum; except that, so long as there is a Class B Membership, attendance by the Class B Member shall constitute a quorum. Except as otherwise provided in the Governing Documents, all actions taken by the Association shall be by majority vote of the Voting Members then entitled to vote pursuant to this Declaration.

(b) **Annual Meeting.** The initial meeting of the Association, if not previously held, shall be held within ninety (90) days after the date hereof. Thereafter, there shall be an annual meeting of the Association during each calendar year at such reasonable time and date as may be designated by written notice of the Board of Directors delivered to the Voting Members not less than thirty (30) days prior to the date fixed for such meeting; which shall be held during the fourth quarter of each calendar year.

(c) **Special Meetings.** Special meetings of the Association may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of the Voting Members, or for any other purpose. Said meetings shall be called by written notice authorized by the Board of Directors, or by Voting Members having at least fifty (50%) percent of the total votes and delivered not less than fourteen (14) days, or such longer period as may be specifically required by this Declaration with respect to the subject matter of such meeting, prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

(d) **Notices of Meetings.** Notices of meetings required to be given herein may be delivered either personally or by mail to the Voting Members, addressed to each such person at the address given by him to the Board of Directors for the purpose of service of such notice, or to the address of the Lot Owner with respect to which such voting right appertains if no address has been given to the Board of Directors.

## 3.7 **Board of Directors.**

(a) **General.** At the initial meeting of the Association, and at each annual meeting thereafter, a Board of Directors shall be elected by the vote of the Voting Members

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having a majority of the total votes at a meeting at which there is a quorum. Subject to the provisions of **Section 3.7(b)**, the Board of Directors shall serve a term of one year and until successors are elected and qualified pursuant to the By-Laws.

(c) **Vacancies.** Any vacancy on the Board of Directors shall be filled by vote of the Voting Members at the annual meeting of the Association, or at a special meeting called for that purpose.

(d) **Removal.** At any annual or special meeting of the Association duly called, any or all of the members of the Board of Directors may be removed with or without cause by the affirmative vote of the Voting Members having a majority of the total votes at a meeting at which there is a quorum, and a successor may then and there be elected to fill the vacancy thus created.

(e) **Exercise of Powers and Duties Prior to Election of Board of Directors.** Until the first Board of Directors is elected pursuant to this **Section 3.7**, the Declarant shall have and exercise the powers and duties of the Board of Directors.

3.8 **Powers and Duties of the Board of Directors.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not specifically required to be done by the Lot Owners pursuant to this Declaration or the Association's By-Laws. The Board of Directors's powers and duties shall include, without limitation, the following:

(a) To provide for the care, maintenance, repair and replacement of all Amenities or other Association property, as provided for in **Article II** hereof;

(b) To estimate the amount of the annual assessments, and to provide the manner of assessing and collecting from the Lot Owners their respective shares of the annual and special assessments herein provided for;

(c) To obtain, at the expense of the Association, such public liability and other insurance with respect to the Amenities and any other Association property or any part thereof, to protect the Association, the Board of Directors and the Lot Owners.

3.9 **Rules and Regulations.** The Board of Directors shall also have the power to adopt, amend and repeal Rules and Regulations. The Rules and Regulations shall govern such matters in furtherance of the purposes of the Association, and may be applicable to the use of the Amenities by any Person. The Rule and Regulations may not discriminate among Lot Owners and shall not be inconsistent with the Governing Documents. A copy of the Rules and Regulations, as they may from time to time, be adopted shall be mailed or otherwise delivered to the Lot Owners. Upon mailing or delivery, the Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between any such Rules and



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Regulations and any provisions of the Governing Documents, the provisions of the Rules and Regulations shall be deemed to be superceded by the provisions of the Governing Documents to the extent of any such inconsistency. The Board of Directors shall enforce the Rules and Regulations, or cause same to be enforced by agents or contractors.

## **ARTICLE IV** **ASSOCIATION COSTS**

4.1 **Maintenance Obligations.** The Association shall insure, maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all of the Amenities in a clean, sightly, safe, neat, orderly and first-class condition. Such maintenance (to the extent not required to be performed by a Lot Owner pursuant to the terms of this Declaration) may include, but not be limited to the following:

(a) The mowing, watering, fertilizing, weeding, cleaning, replanting and replacing of the Landscaping; the spraying for insects; the maintenance, repair and replacement of any watering or irrigation systems and equipment; and all other maintenance necessary to keep the Landscaping in a healthy and reasonably attractive condition;

(b) The care, maintenance, repair and replacement of the Common Utilities and Systems; and

(c) All other care, maintenance, repair and replacement of the Amenities as shall be required to keep same in good condition, as determined by the Board of Directors in its reasonable discretion.

4.2 **Association Costs.** In addition to the various obligations set forth in **Section 4.1** hereof, the Association shall have the responsibility and obligation to perform the following:

(a) Obtaining such public liability, casualty and other insurance as may be necessary to protect the Association and the Lot Owners in connection with the Association's and the Lot Owners' ownership and use of the Amenities;

(b) Pay all costs and expenses of operating the Association including but not limited to annual franchise fees, real estate taxes on all of the Common Areas, other taxes charged against the property of the Association, reporting fees and other costs of operation.

4.3 **Access to Lots.** The Declarant or the Board of Directors, and the Association's contractors, as the case may be, may, at their discretion, enter upon any Lot for the purpose of performing such maintenance, repairs and replacements as may be necessary to carry out this Declaration.

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## ARTICLE V ASSESSMENTS

5.1 **Member's Proportionate Share of Costs.** All Members of the Association agree to participate in their pro rata share of the Association Costs, all in accordance with the following formula:

$$\text{Square Footage of Lot} \div \text{Total Square Feet of all Lots} = \text{Member's Proportionate Share (expressed as a percent)}$$

5.2 **Liability for Payment.** All assessments shall be used for Association Costs and for such other uses not inconsistent with the purposes of this Declaration as the Association, or the Declarant prior to the formation of the Association, shall direct, and shall be the obligation of each Lot Owner. In the event that record title to a Lot is held in trust, then the beneficiary or beneficiaries shall also be liable for payment of the assessments.

5.3 **Property Lien.** All unpaid assessments and charges imposed on a Lot Owner pursuant to this Declaration, together with interest thereon as provided in **Section 5.5** and the costs of collection, if any (including reasonable attorneys fees) shall be charged as a continuing lien upon the Lot of said Lot Owner until paid.

5.4 **Amount of Assessment.** The initial annual assessment and all other assessments, until such time as the Association shall be formed, shall be fixed by the Declarant in its reasonable discretion, and after its formation shall be fixed by the Board of Directors, giving due consideration to the actual Association Costs and other costs of operation for the prior twelve (12) month period or, if no records exist for such period, the reasonable estimated Association Costs for the next succeeding twelve (12) month period. All assessments shall be payable to the Declarant, or after its formation, to the Association. If required, such initial annual assessment shall be prorated for the period commencing with the date the Association or the Declarant becomes obligated to perform maintenance to the end of its then current fiscal year. Commencing with the next fiscal year and for each year thereafter, the Board of Directors shall estimate in writing the anticipated Association Costs and the same shall be assessed against each Member in accordance with each such Member's Proportionate Share and paid in advance by each Lot Owner not more frequently than quarterly unless the Board of Directors shall otherwise direct. Such estimate shall take into consideration the cost of or reserves for any contemplated repair, replacement or renewal. If the assessment paid and collected proves inadequate for any reason (including non-payment of any Lot Owner's assessment) or fails to provide funds reasonably estimated to be required for the next succeeding twelve (12) month period, then the Board of Directors may change the total assessments payable hereunder by giving written notice thereof (together with a revised estimate) to each Member not less than ten (10) days prior to the effective date of the revised assessment. At least once each year the Board of Directors shall deliver to each Member a statement of actual costs for the prior year along with a reconciliation of estimated assessments with actual costs and reserves. The Board of Directors shall

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have the power to levy additional assessments as deemed reasonably necessary to carry out this Declaration. Each Member's Proportionate Share of the assessments shall be computed in accordance with the formula set forth in **Section 5.1** hereof. Any Member shall have the right to examine the Association's records relative to any assessment during normal business hours upon reasonable prior notice; provided that said Member bears all costs of said examination. All assessments shall be prorated as of the date title transfers to a new Lot Owner.

5.5 **Non-Payment of Assessment.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after delivery of a written notice requiring payment of the same, the assessment or charge shall bear interest from the date such written notice was delivered at a rate per annum equal to the prime rate of interest as published from time to time in the Wall Street Journal plus two (2%) percent and the Association may, at its option, bring an action at law against the Member personally obligated to pay the Assessment, may foreclose the lien against the Lot owned by such Member or by such Member's land trustee (in the event the Member is a beneficiary of a land trust) or may exercise any other rights or remedies the Association may have at law or in equity and the interest, together with all actual out-of-pocket costs and expenses (including reasonable attorneys fees) incurred by the Association in connection with any such action, shall be added to the amount of such assessment and to any judgment or decree therefor. The lien provided for under this **Section 5.5** shall secure the payment of the assessment or charge, interest thereon and the aforesaid costs, expenses and reasonable attorneys' fees. No Lot Owner may waive or otherwise avoid liability for any assessment or charges as provided for herein by non-use or abandonment of its Lot.

5.6 **Subordination of Lien to Mortgage.** The lien for any assessment or charge provided in this Declaration shall be subordinated to the lien of any bona fide security instrument including a mortgage or trust deed (against the fee title, or any leasehold or other subordinate estate) recorded as security for any loan obtained by the Lot Owner or any Occupant; provided, however, that such subordination shall apply only to the assessments and charges which have become due and payable prior to the date of a sale or transfer of such Lot pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve the Lot from the lien for any assessments or charges thereafter becoming due nor from the lien or any subsequent assessments or charges.

## **ARTICLE VI** **RESERVATIONS IN FAVOR OF DECLARANT**

6.1 **Reservations.** In addition to any other rights reserved to Declarant under this Declaration and notwithstanding any other provisions of this Declaration, Declarant reserves unto itself and its successors and assigns the following rights and privileges, as appurtenant to any portion of the Property owned by Declarant at the time of the exercise of these reservations, for a period of twenty (20) years from the date this Declaration is recorded, after which time said rights and privileges shall be automatically extended for successive periods of five (5) years unless earlier

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terminated by Declarant:

- (a) The right to further subdivide any Lot so owned by the Declarant.
- (b) The right at any time to make other properties now or hereinafter owned by Declarant subject to this Declaration by executing an instrument in writing expressly extending the application of this Declaration to such other properties and by recording the same in the Office of the Recorder of Cook County, Illinois. Upon such recordation, whenever thereafter in construing this Declaration reference is made to the "Property," said term shall mean and including not only the Property described in **Exhibit A** hereto, but also such additional properties. Such additional properties may but need not be contiguous to other properties owned by Declarant and made subject to this Declaration.

## ARTICLE VII ARCHITECTURAL CONTROLS

7.1 **Architectural Control Committee.** There shall be an Architectural Control Committee (hereinafter referred to as the "Committee") comprised of three (3) Persons appointed by the Board (and the members of the Board may be members of said committee). No member of the Committee shall be entitled to any salary for serving thereon, but reasonable fees may be paid to any consultants for services rendered to the Committee.

7.2 **Approval.** No building, sign, fence, wall or any other structure, nor any landscaping, including but not limited to grading, shall be commenced, erected or maintained upon any or all of the Property, nor shall any Improvements be erected on the Property, nor any change or alteration to the exterior thereon, be made until the plans and specifications, including but not limited to architectural and engineering, showing the nature, kind, shape, height, materials, color and location of the same, shall have been submitted to and approved in writing by the Committee. It is understood that the Committee intends to have all plans and specifications submitted for approval to licensed engineers and architects selected by the Committee. It is understood that all costs and fees incurred by the Committee in conjunction with such plan review, shall be paid by the party submitting said plans for approval.

The Committee shall have the right to disapprove plans, specifications or details submitted to it in the event the same are not in accordance with the Declaration or if they are contrary to the best interests of the Property or other Lot Owners, as determined by the Committee in its discretion. In this connection the Committee may base its approval or disapproval on, among other things: (i) the adequacy of site dimensions, (ii) conformity and harmony of external design with neighboring structures, (iii) the effect of location and use of proposed Improvements on neighboring sites and the types of operations and uses thereof, (iv) the relation of topography, grade and finish ground elevation of the Lot being improved to that of neighboring sites, (v) proper facing of main elevation with respect to nearby streets, (vi) the adequacy of screening of mechanical, air conditioning or other

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rooftop installations, and (vii) the conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. No plans shall be approved which do not provide for the underground installation of all utilities from the lot lines to buildings. No plans or specifications shall be approved which do not provide for safety or any other control as set forth by local, state, federal or other governmental agencies. The decision of the Committee shall be final, but the Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

The Committee shall approve or disapprove such plans and specifications within thirty (30) days after they have been submitted. However, during said 30-day period of time, it may be determined by the Committee that an additional period of time will be necessary to approve or disapprove any plans submitted, and in that regard the Committee may notify the parties submitting the plans for approval that an additional thirty (30) days time is required. All such plans shall be submitted to the Committee prior to submitting same to the City of Chicago.

7.3 **Limitation of Liability.** Neither the Committee nor any member of the Committee, shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval, or to any Owner affected by this Declaration, by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every Lot Owner, Occupant and mortgagee of any of the Lots agrees, by acquiring title thereto or an interest therein, that it will not bring any action or suit against the Committee or any member of the Committee, to recover damages.

## ARTICLE VIII

### **PROVISIONS GOVERNING IMPROVEMENTS AND MAINTENANCE**

8.1 **Maintenance of Private Storm Water Detention Facilities.** A Lot Owner(s) may, from time to time, designate or set aside by recorded plat, easement or other written instrument, areas within its Lot(s) for the purpose of providing areas (not owned by the Association) for additional storm water detention or retention, and facilities and improvements related thereto, and the responsibility for their maintenance and repair, including the cost thereof, shall be that of the Lot Owner(s) upon whose Lot(s) such private storm water areas or facilities are located. Such private storm water management facilities shall not constitute Amenities.

8.2 **Excavation.** No excavation shall be made except in connection with construction of an improvement, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded.

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8.3 **Waste Disposal.** No waste material or refuse shall be dumped, placed or allowed to remain on a Lot outside a permanent structure unless it is in closed containers of a quality to control odors and behind a visual barrier screening such areas so that they are not visible from neighboring properties or public streets. Each Lot Owner or Occupant shall regularly remove at its own expense any rubbish or trash of any character which may accumulate on its Lot. Rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition.

Industrial and hazardous waste disposal shall be in a manner as prescribed by the ordinances of the City of Chicago and any other applicable Federal or State governing agency.

8.4 **Parking Areas – General.** Adequate off-street parking shall be provided to accommodate all parking needs of employees, visitors and company vehicles on the Lot, and all parking areas must conform to City of Chicago's requirements and ordinances.

8.5 **Off-Street Parking.** No parking shall be permitted on any street or any other place other than on the paved parking spaces provided for and described below. Each Lot Owner or Occupant shall be responsible for the compliance with the foregoing by their agents, employees, licensees and invitees. The location, number and size of the parking spaces conform to City of Chicago's requirements and ordinances and shall be subject to approval of the Committee in accordance with **Article VII** hereof.

8.6 **Trucking and Loading.** Adequate turn around room area shall be provided for safe operation of trucks in loading areas. Trucking areas shall be adequately designed and paved for the type of operation intended. Truck loading and receiving shall not be permitted in the front yard of any building. Proper visual screening shall be provided between any truck loading and receiving area and any street.

8.7 **Improvements Generally.** No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Lot unless it complies with the provisions of this **Article VIII**, the plans and specifications therefor are approved by the Committee in the manner provided in **Article VII**.

8.8 **Exterior Construction.** All buildings on Lots shall present architecturally finished surfaces on all walls. Accessory structures, bulkheads, and equipment shall be finished in an architecturally compatible manner. Lighting will be subdued and limited to the function with no glare, or flashing signs or lights. Special approval may also be given by the Committee for architecturally acceptable alternate materials and designs.

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8.9 **Landscaping.** Every Lot on which a building is constructed shall be landscaped by the Lot Owner or Occupant in accordance with the plans and specifications submitted to and approved by the Committee as set forth in **Article VII**. All landscaping shall be maintained in an attractive, sightly and well-kept condition in accordance with the approved plans and specifications therefor. In the event such landscaping is not so maintained, the Declarant or the Association, as the case may be, shall notify the Lot Owner or Occupant in writing, by registered mail, that said landscaping is not being properly maintained. If such maintenance is not effected by the Lot Owner or Occupant within thirty (30) days from the date of such notice to the Lot Owner or Occupant, the Declarant or the Association, as the case may be, shall have the right (but not the obligation) to enter upon the Lot for the purpose of maintaining, restoring, or repairing said landscaping. The costs incurred by the Declarant or the Association, as the case may be, in restoring said landscaping, plus a twenty-five percent (25%) allowance for overhead, shall be borne by the Lot Owner or Occupant and shall be paid on demand to the Declarant, or the Association, as the case may be. Until paid, the cost incurred plus twenty-five percent (25%) overhead allowance shall become a lien upon the Lot of the Lot Owner and the leasehold interest of the Occupant and the Improvements thereon, which may be foreclosed either as a mechanic's lien and/or as a mortgage made on real property. Within fifteen (15) days following any request from any Lot Owner, or Occupant, the Declarant or the Association, as the case may be, shall certify in writing whether any amounts are due and owing pursuant to this paragraph with respect to the Lot of any such Lot Owner or the leasehold interest of such Occupant.

8.10 **Abandonment.** The Declarant or the Association, as the case may be, may, at their discretion, enter upon any Lot that has been abandoned for the purpose of performing such maintenance as may be necessary to prevent the exterior of any building and grounds from deteriorating, becoming unsightly or otherwise detracting from the appearance and general character of the Property within thirty (30) days of such abandonment. Any expense incurred by the Declarant or the Association, as the case may be, hereunder shall be charged against the property abandoned and it shall be the obligation of the Lot Owner or Occupant to pay such expense to the Declarant or the Association upon written demand for payment.

8.11 **Maintenance of Lots.** Each Lot Owner shall keep its Improvements, landscaping and appurtenances thereon in a safe, clean, maintained, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such Lot Owner or Occupant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its Lot, and shall take all necessary steps to prevent the presence of rodents on its Lot. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

In the event a Lot Owner does not commence construction of Improvements within twelve (12) months of the date of the delivery of the Deed to such Lot Owner, such Lot Owner shall landscape the Lot with no less than an appropriate ground cover, such as grass or sod, and thereafter

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maintain such ground cover in a clean, neat and such condition keeping same mowed until the commencement of construction of such Improvements. The aforesaid twelve (12) month period may be extended with the written approval of the Declarant or the Association, as the case may be.

8.12 **Construction.** Any and all construction on a Lot shall be commenced and diligently pursued and shall not remain in partly finished condition any longer than is reasonably necessary for completion thereof. The Lot Owner of a Lot upon which Improvements are being constructed shall at all times keep the streets being utilized by such Lot Owner in connection with said construction, as well as its Lot, free from any dirt, mud, garbage, trash or other debris which might be occasioned by such construction and/or improvements.

8.13 **Nuisances.** No operation or usage shall be permitted or maintained which causes or produces any of the following effects outside the improvement or affecting any adjacent Lots; noise or sound which is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke, noxious, toxic or corrosive fumes or gas, obnoxious odors; dust, dirt, fly ash or unusual fire or explosive hazards.

8.14 **Temporary Structures.** No temporary buildings, structures or occupied trailers, shall be permitted on a Lot. Temporary structures will be permitted only in conjunction with construction of permanent Improvements, provided that they are located as inconspicuously as possible and are removed completely after completion of construction.

8.15 **Signs.** All signage shall conform to applicable ordinances and design criteria of the City of Chicago. The design, location and orientation of all signs shall be subject to the approval of the Committee. Temporary signs shall be permitted during construction and when a Lot is offered for sale or lease.

## **ARTICLE IX** **GENERAL PROVISIONS**

9.1 **Term.** The easements, covenants and restrictions of this Declaration shall run with, be appurtenant to and bind the Property, and shall be binding on, inure to the benefit of and be enforceable by the Lot Owners subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said easements, covenants and restrictions shall be automatically extended for successive periods of five (5) years unless terminated or modified as provided in **Section 9.2** hereof.

9.2 **Termination and Modification.** Except as hereinafter provided, this Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said Property or any portion thereof, by the Declarant until Declarant owns fewer than three (3) Lots. Thereafter, and except as hereinafter provided, this Declaration may be modified and amended with the written consent of the Lot



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Owners, including Declarant, of seventy-five percent (75%) of the Lots. Notwithstanding the foregoing, no modification or amendment which increases the maintenance obligation of any Lot Owner or which restricts or prohibits an existing permitted use on any Lot shall also require the affirmative vote of one hundred percent (100%) of the affected Lot Owners. No such termination, extension, modification, or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Office of the Recorder of Deed of Cook County, Illinois.

9.3 **Assignments of Declarant's Rights and Duties.** Any or all of the rights, powers and reservations of Declarant herein may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, he/she or it shall, to the extent of such assignments, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under **Section 9.2.**

9.4 **Successors and Assigns.** Each of the conditions, covenants, restrictions, reservations and standards set forth herein, shall continue and be binding upon the Lot Owners and Occupants of the Property and upon their respective successors and assigns and all Persons claiming under them.

9.5 **Severability.** If any clause, phrase, sentence, condition or other portion of this Declaration shall be or become invalid, null or void for any reason or shall be held by any Court of competent jurisdiction to be so, the remaining portion of the Declaration shall not be affected thereby and such remaining portions shall remain in full force and effect.

9.6 **Enforcement.** The conditions, covenants, restrictions, reservations and standards herein set forth shall operate as covenants running with the land regardless of whom may be the record title holder or holders of the Property, or any part thereof, and shall be enforceable by any Lot Owner, the Declarant or the Association, as the case may be, by proper proceeding, either in equity or at law, and the Persons entitled thereto shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of the enforcement or observance of the conditions, covenants, restrictions, reservations and standards herein set forth and the failure of the Declarant or the Association, as the case may be, to enforce any of the restrictions herein set forth at any time shall be in no event be deemed to be a waiver of the right of enforcement thereafter at any time.

9.7 **Certifications.** Within fifteen (15) days following the request from any Lot Owner, Occupant or Mortgagee, the Declarant or the Association, as the case may be, shall certify in writing whether any amounts are then due and owing pursuant to this Declaration with respect to the Lot or any such Lot Owner.

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9.8 **Notices.** Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when personally delivered or upon deposit in the United States Mail, certified, return receipt requested, postage prepaid and properly addressed, if to a Lot Owner, at its Voting Member's last mailing address registered with Association and if to the Association, at the address to which assessments are mailed. Prior to creation of the Association, notices to the Declarant shall be deemed to have been properly served when personally delivered or upon deposit in the United States Mail, certified, return receipt requested, postage prepaid and properly served when personally delivered or upon deposit in the United States Mail, certified, return receipt requested, postage prepaid and properly addressed to the Declarant, c/o 1808 Swift Drive, Oak Brook, Illinois 60523-1501.

9.9 **Governing Law.** This Declaration shall be interpreted, applied and enforced in accordance with the laws of the State of Illinois.

9.10 **Captions.** The captions contained in this Declaration are for convenience of reference only and in no way define, describe or limit the scope or intent of this Declaration or any of the provisions thereof.

9.11 **Grammatical Changes.** Wherever appropriate in this Declaration, the singular shall include the plural and the plural the singular.

9.12 **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

9.13 **Perpetuities and Other Invalidity.** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, or any other statutory or common law rule imposing time limits, then such provision shall continue only until the expiration of twenty-one (21) years after the death of the survivor of the now living lawful descendants of George W. Bush, President of the United States.

9.14 **Not a Partnership.** The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Lot Owners.

9.15 **Third Party Beneficiary Rights.** This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise specifically provided herein.

9.16 **Inspection.** The Board of Directors may from time to time at any reasonable hour or hours, and after reasonable notice to an Lot Owner, enter and inspect any portion of the Property.

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9.17 **Attorneys' Fees.** In any legal or equitable proceeding for the enforcement of this Declaration or to restrain any violation of this Declaration or any provision hereof, the prevailing party shall, in addition to all other costs, be entitled to reasonable attorneys' fees. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

9.18 **Failure to Enforce Not a Waiver of Rights.** The failure of Declarant, the Association or any Lot Owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

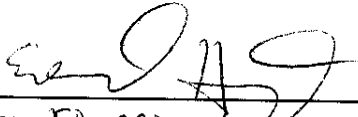
9.19 **Interpretation.** For purposes of the interpretation of this Declaration: "including" shall mean "therein" shall also mean "thereon" and "thereunder;" the single shall include the plural when appropriate to the context; and the masculine, feminine and neuter genders shall be interchangeable when appropriate to the context. This Declaration shall be interpreted in accordance with the laws of the State of Illinois.

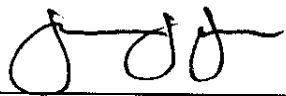
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IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first written above.

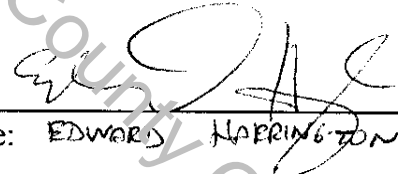
**DECLARANT:**

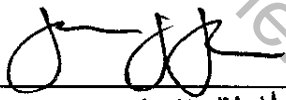
**CHICAGO MANUFACTURING CAMPUS, LLC** a Delaware limited liability company

By:   
Name: EDWARD HARRINGTON  
Title: VICE PRESIDENT

By:   
Name: Michael M. Mulken  
Title: Vice President

**CMC LAND HOLDING COMPANY, LLC** a Delaware limited liability company

By:   
Name: EDWARD HARRINGTON  
Title:

By:   
Name: Michael M. Mulken  
Title: Vice President

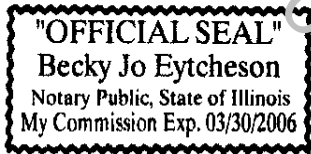
Property of Cook County Clerk's Office

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STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Edward Harrington and Michael M. Mullen, personally known to me to be the Vice President and Vice President, respectively, of Chicago Manufacturing Campus, LLC and CMC Land Holding Company, LLC, appeared before me this day in person and acknowledged that as such officers, they signed and delivered said instrument, pursuant to due authority, as their free and voluntary acts, and as the free and voluntary act and deed of said companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of AUGUST, 2003.



Becky Jo Eytcheson  
NOTARY PUBLIC

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## EXHIBIT "A"

[The Property]

Lots 1 through 10, inclusive, in Chicago Manufacturing Campus, a subdivision of part of Section 30 and the Northwest quarter of Section 29, Township 37 North, Range 15, East of the Third Principal Meridian, according to the Plat thereof recorded on August 12, 2002 as document number 0322410112 in Cook County, Illinois.

Address: Vicinity of 126<sup>th</sup> Street and Carondelet Avenue in Chicago, Illinois

PINs: 26-30-100-006, 039, 042 and 044

26-30-200-002, 007, 009 and 011

26-30-201-007, 009 and 010

26-30-400-005, 006, 013, 043 and 045

26-30-403-001, 025, 037, 038 and 039

26-30-416-005 and 007

AND ALSO:

The Common Areas legally described in Exhibit "B" of this Declaration, and such additional Common Areas as may hereafter, from time-to-time, be conveyed to the Association.

**UNOFFICIAL COPY****EXHIBIT "B"**

[Common Areas]

Lot 2 and Outlots A, B, C and D in Chicago Manufacturing Campus, a subdivision of part of Section 30 and the Northwest quarter of Section 29, Township 37 North, Range 15, East of the Third Principal Meridian, according to the Plat thereof recorded on August 12, 2002 as document number 0322410112 in Cook County, Illinois.

Address: Vicinity of 126<sup>th</sup> Street and Carondelet Avenue in Chicago, Illinois

A portion of PINs: 26-30-100-006, 042 and 044  
 26-30-306-029 and 031  
 26-30-307-044 and 045

AND ALSO:

Lot 10 and Outlots E, F and G in Chicago Manufacturing Campus, a subdivision of part of Section 30 and the Northwest quarter of Section 29, Township 37 North, Range 15, East of the Third Principal Meridian, according to the Plat thereof recorded on August 12, 2002 as document number 0322410112 in Cook County, Illinois.

Address: Vicinity of 126<sup>th</sup> Street and Carondelet Avenue in Chicago, Illinois

A portion of PINs: 26-30-416-005 and 007  
 26-30-401-036 and 038  
 26-30-402-018

AND ALSO:

Lots 32 and 33 in Block 3, and Lots 1 to 7 (and so much of the vacated public alley as lies westerly and southwesterly of said Lots 1 to 7) and 25 in Block 4, all in Ford-Hegewisch Second Addition to Chicago, being a subdivision of Lots 1, 2, 3 and 4 (except the right-of-way of the Calumet Western Railroad Company) in the subdivision of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 30, Township 37 North, Range 15 East of the Third Principal Meridian in Cook County, Illinois.

Address: Vicinity of 126<sup>th</sup> Street and Escanaba Avenue in Chicago, Illinois

PINs: 26-30-305-001 and 002  
 26-30-304-001 and 036

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## EXHIBIT "C"

[Designated City Owned Areas]

The unpaved parkways of those portions of 126<sup>th</sup> Street (as depicted on the Subdivision Plat) lying between the South Chicago and Southern Railroad right-of-way and Avenue O.

AND ALSO

The unpaved parkways of those portions of South Burley Avenue (as depicted on the Subdivision Plat) lying between 126<sup>th</sup> Street and the north lines of Lots 7 and 8 in Chicago Manufacturing Campus Subdivision as aforesaid.