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Eugene "Gene" Moore Fee: \$166.00
Cook County Recorder of Deeds
Date: 03/04/2004 08:39 AM Pg: 1 of 32

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FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE ARTESIAN CONDOMINIUM

THIS FOURTH AMENDMENT is made and entered into this 3rd day of March, 2004, by Artesian Partners, L.P., an Illinois limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded the Declaration of Condominium of The Artesian Condominium (the "Declaration") with the Office of the Recorder of Deeds of Cook County, Illinois on November 10, 1999 as Document No. 09062835, thereby submitting certain real estate, together with the improvements thereon, to the provisions of the Illinois Condominium Property Act; and

WHEREAS, Declarant has subsequently amended the Declaration to submit portions of the Additional Parcel to the condominium; and

WHEREAS, the real estate previously submitted to the Act pursuant to the Declaration, as amended, is legally described in Schedule A attached hereto and made a part hereof;

WHEREAS, in Paragraph 27 of the Declaration, Declarant reserved the right, within seven (7) years of the date of recording of the Declaration, to annex and add all or any portion of the Additional Parcel to the Parcel and Property; and

WHEREAS, pursuant to this Amendment, Declarant desires to, among other things, submit the remaining portion of the Additional Parcel (as legally described in Schedule B attached hereto and made a part hereof) to the condominium in compliance with the terms of Paragraph 27 of the Declaration.

Prepared by and Return to:

Mark S. Friedman, Esq.
Sinar Keldermans Miller & Friedman, LLC
303 W. Madison Street, Suite 1800
Chicago, Illinois 60606

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NOW, THEREFORE, Declarant declares as follows:

1. Paragraph 1 of the Declaration shall be amended as follows:

(a) subparagraph (i) (Common Elements) shall be amended to add the language “common roof deck,” after “roofs,” in the first sentence thereof.

(b) subparagraph (n) (Limited Common Elements) shall be amended to: (i) delete the word “Residential” in sub-subparagraph (e) thereof; (ii) add the language “parking areas serving the Parking Units (the “Parking Areas”),” after “Units” in sub-subparagraph (e) thereof; and (iii) add the language “the sign(s) and awning(s) serving each Commercial Unit,” after “Unit C1,” in sub-subparagraph (e) hereof.

2. The legal description of the Parcel shown in Paragraph 2 of the Declaration, as amended, shall be amended to add the following legal description:

“PARCEL 1:

THAT PART OF LOTS 43 AND 44 WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.79 FEET CHICAGO CITY DATUM IN BLOCK 1 IN THE NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHWESTERN ELEVATED RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOW:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 44; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 44, A DISTANCE OF 75.03 FEET TO A POINT (THE WEST LINE OF SAID LOT 44 ALSO BEING THE EAST LINE OF NORTH ARTESIAN AVENUE); THENCE EASTERLY A DISTANCE OF 20.11 FEET TO A POINT; THENCE SOUTHERLY A DISTANCE OF 11.93 FEET TO A POINT; THENCE EASTERLY A DISTANCE OF 24.64 FEET TO A POINT IN THE EAST LINE OF SAID LOT 43; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 43, A DISTANCE OF 63.10 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 43; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOTS 43 AND 44, A DISTANCE OF 50.75 FEET TO THE PLACE OF BEGINNING (THE SOUTH LINE OF SAID LOTS 43 AND 44 ALSO BEING THE NORTH LINE OF A 16 FOOT WIDE EAST-WEST PUBLIC ALLEY).

PARCEL 2:

LOTS 40, 41 AND 42, TAKEN AS A SINGLE TRACT, IN BLOCK 1 IN THE NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHWESTERN ELEVATED RAILROAD RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS.”

3. Paragraph 4 of the Declaration shall be amended to add the following language at the end of the third-to-last sentence of subparagraph (b) thereof:

“provided, however, that transfers of roof decks which are Limited Common Elements appurtenant to Units shall be permitted among Unit Owners if made

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in accordance with the relevant provisions of the Act and such other reasonable procedures approved by the Board. In addition, those Unit Owners who have a Parking Area (as defined in Paragraph 1(n) hereof) which is a Limited Common Element appurtenant to their Parking Units shall have the right to park permitted vehicles anywhere in said Parking Area; provided, however, that if at any time the Parking Units benefited by a Parking Area are not owned by the same Unit Owner, said Parking Area shall automatically revert to Common Elements hereunder.”

4. Paragraph 5 of the Declaration shall be amended as follows:

(a) subparagraph (d) shall be amended to add the following paragraph at the end thereof:

“In addition, the right of the Unit Owners to use and possess the Common Elements as set forth in Paragraph 4 hereof shall be subject to a perpetual, royalty-free, exclusive easement in favor of Declarant (and its lessees and licensees) to install, maintain, repair, replace and remove signage (the “Declarant Signage”), and related lighting, on those cross-hatched portions of the Building shown on Exhibit G attached hereto and made a part hereof (the “Declarant Signage Area”), for the purposes of: (i) identifying Declarant, any of its partners (or their respective affiliates), or any third parties; and/or (ii) advertising properties, or other products or services, owned or marketed by Declarant, any of its partners (or their respective affiliates), or any third parties. In addition, Declarant shall have perpetual, royalty-free, non-exclusive easement to install, maintain, repair and replace electrical lines associated with the lighting of the Declarant Signage through such portions of the Common Elements necessary to connect such lines to an electrical meter serving the Common Elements; provided, however, that Declarant shall be obligated to pay to the Association, on a semi-annual basis, a share of the Association’s electrical cost to be reasonably agreed upon by Declarant and the Association, based on the then-current cost of electricity and the hours of electrical usage associated with the lighting for the Declarant Signage. Declarant shall have a perpetual, royalty free, non-exclusive easement, for its own benefit and for the benefit of its lessees, licensees, contractors and agents, for ingress and egress over the Common Elements to the extent necessary to exercise its easement rights granted hereunder; provided, however, if Declarant needs to access the Common Elements located in the interior of the Building, Declarant shall provide the Association with reasonable prior notice thereof and the Association shall cooperate with Declarant in providing such access. Declarant shall, at its sole cost and expense, be responsible for: (i) any costs to install, maintain, repair, replace and remove such signage and related lighting (and any component parts thereof); (ii) any costs to maintain, repair or replace the Common Elements which directly relate to the installation, maintenance or removal of such signage and related lighting; and (iii) any costs to comply with all applicable laws and ordinances governing such signage and related lighting. The signage installed by Declarant in the Declarant Signage Area shall not: (i) contain any neon or similar lighting, strobe lights, moving parts or day-glow colors; and (ii) protrude more than twelve (12) inches

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from the face of the Building. Provided that Declarant complies with its obligations contained in this paragraph, the Association shall not have any approval rights over the content, design, location and size of the signage installed by Declarant within the Declarant Signage Area. Declarant shall have the right to assign the foregoing easement rights upon prior written notice to the Association identifying the assignee and stating the effective date of such assignment. From and after the effective date of such assignment, Declarant shall be released from any further liability hereunder and the Association agrees that Declarant's assignee shall be solely liable to comply with the obligations contained in this paragraph."

(b) the following new subparagraph (e) shall be added after subparagraph (d) (and the existing subparagraph (e) shall be re-lettered to subparagraph (f)):

"The Unit Owner benefited by that certain roof deck which initially has been assigned as a Limited Common Element appurtenant to Unit P-35 (the "Roof Deck Area") shall have: (i) an exclusive easement to install, construct, own, use, maintain and repair communication antennae, satellite dishes and similar income-producing equipment and components thereof or such other equipment (either similar or functionally equivalent) which may, from time to time, replace said equipment (the foregoing collectively referred to as the "Equipment") on any portion of the Roof Deck Area (other than any portion thereof on which equipment serving the Association was installed by the Developer at the time of the initial construction of the Building); (ii) a non-exclusive easement to install and maintain the wires, pipes, cable, lines, connectors, conduits and other equipment (including, without limitation, a utility meter and standby power generator) supporting or otherwise serving the Equipment (the foregoing collectively referred to as the "Ancillary Equipment") on, over and through the Common Elements, provided that the location thereof does not unreasonably interfere with the operations of any improvements then serving the Association; and (iii) a non-exclusive easement to connect the Equipment and Ancillary Equipment to those systems serving the Common Elements on which such Equipment and Ancillary Equipment are dependent for operation at points of connection reasonably acceptable to the Board, provided that the benefited Unit Owner shall be obligated to pay its equitable share of the cost relating to its use of such systems as reasonably agreed to by the Board and the benefited Unit Owner. The benefited Unit Owner shall operate the Equipment in a manner that will not cause interference to any then-existing equipment installed on the roof of the Building. The Equipment, including the Ancillary Equipment, shall at all times be owned by the benefited Unit Owner or its contractors, and shall be personal property and not fixtures. Upon removal of the Equipment and Ancillary Equipment from the Roof Deck Area, the benefited Unit Owner shall place those portions of the Roof Deck Area on or in which the Equipment and Ancillary Equipment are located to the condition in which those portions existed at the time of installation thereof, subject to reasonable wear and tear, loss by casualty, or other causes beyond the control of the benefited Unit Owner. The benefited Unit Owner shall be responsible for any damage caused to the Roof Deck Area, or any other portion of the Common Elements, resulting from the construction,

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installation, inspection, maintenance, repair, replacement or removal of the Equipment or the Ancillary Equipment. The Association agrees: (i) not to install any equipment on the roof of the Building which would in any manner cause interference to any then-existing Equipment installed on the Roof Deck Area; (ii) to cooperate with the benefited Unit Owner, at the benefited Unit Owner's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for the benefited Unit Owner's intended use of the Roof Deck Area; and (iii) sign such documents or grant such easements, at no cost to the benefited Unit Owner, as may be reasonably required by any utility companies providing service to the Equipment and Ancillary Equipment, provided that the location of any such easements shall be approved by the Board, such approval not to be unreasonably withheld or delayed."

5. Paragraph 7 of the Declaration shall be amended to add the following sentence to the end thereof:

"Notwithstanding anything to the contrary contained herein, in the event that all of the Residential Units or Commercial Units are not sold by Declarant, Declarant shall have the right to lease, and/or grant easements to use, all such unsold Residential Units or Commercial Units, and such leases and/or easements shall be on such terms and conditions (including, without limitation, as to the duration of such leases and easements) as Declarant shall determine in its sole discretion."

6. Paragraph 9 of the Declaration shall be amended to replace subparagraphs (a) through (f) thereof with the following subparagraphs (and the remaining subparagraphs (g) and (h) shall be re-lettered as subparagraphs (f) and (g), respectively):

"(a) The Association shall acquire and pay for out of the Maintenance Fund herein provided for, such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation, and for the protection, of the Common Elements and the Units, including, without limitation, the following:

(i) Property Insurance. Property insurance (1) on the Common Elements and the Units, including the Limited Common Elements and the bare walls, floors and ceilings of the Unit, (2) providing coverage for special form causes of loss, and (3) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date.

Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the Developer. Common Elements exclude floor, wall and ceiling coverings. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. The term "improvements and betterments" shall mean any and all

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decorating, fixtures and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets installed by Unit Owners.

Any loss covered by the property insurance policy shall be adjusted by and with the Association. The insurance proceeds for that loss shall be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Unit Owners and secured parties, as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated.

The Board may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a Common Expense, (ii) after notice and an opportunity for a hearing, assess in any reasonable manner the deductible amount against the Unit Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

(ii) General Liability Insurance. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property in a minimum amount of One Million Dollars (\$1,000,000.00) or such greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees, agents and all persons acting as agents. The Declarant shall be included as an additional insured in its capacity as a Unit Owner, manager, Board member or officer. The Unit Owners shall be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties, and shall preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners.

(iii) Fidelity Bond; Directors and Officers Coverage.

(A) If the Association has six (6) or more dwelling Units, the Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.

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(B) All management companies which are responsible for the funds held or administered by the Association shall be covered by a fidelity bond for the maximum amount of coverage available to protect such funds. The Association shall have standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(C) For purposes of subparagraphs (A) and (B) above, the fidelity bond shall be in the full amount of Association funds and reserves in the custody of the Association or the management company at any particular time.

(D) The Board shall obtain directors and officers liability coverage at a level deemed reasonable by the Board. Directors and officers liability coverage shall extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors and officers are not entitled to indemnification under the General Not-for-Profit Corporation Act of 1986, this Declaration or the By-Laws.

(iv) Other Coverages. Such other forms of insurance, including workers compensation, employment practices, environmental hazards and equipment breakdown, as the Board considers appropriate to protect the Association, the Unit Owners or officers, directors or agents of the Association.

The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U.S. Department of Housing and Urban Development ("HUD"), the Federal Housing Authority ("FHA") or the Veterans Administration ("VA") to the extent that: (y) such agency is a mortgagee, assignee of a mortgagee or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof; and (z) such agency's requirements do not conflict with those contained in the Act. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

(b) Each Unit Owner shall obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit, caused by the negligence of the Unit Owner, his or her guests, residents, or invitees, or regardless of any negligence, originating from the Unit. The personal liability of a Unit Owner or Association member shall include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. If a Unit Owner does not purchase or produce evidence of insurance requested by the Board, the Association may purchase such insurance coverage and charge the premium cost back to the Unit Owner. In no event shall the Board be liable to any person either with regard to its decision not to purchase such insurance, or the timing of purchasing such insurance, the amounts, or the amounts or types of coverages obtained. Each Unit Owner may, but shall not be required, to

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obtain insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner which are contained in a Unit and not a part of the Unit, and not insured pursuant to subparagraph 9(a)(i) hereof.

(c) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

(d) The Association shall secure insurance policies that will provide for the following: (1) each Unit Owner and its mortgagee(s) is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association; (2) the insurer waives its right to subrogation under the policy against any Unit Owner or Occupants of the Unit or members of the Unit Owner's household and against the Association and members of the Board; (3) the Unit Owner waives his or her right to subrogation under the policy against the Association and the Board; (4) the insurer will recognize any insurance trust agreement; (5) the policies are primary in the event the Unit Owner has other insurance covering the same loss; and (6) the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Unit Owner.

(e) An insurer that has issued an insurance policy under this paragraph shall issue certificates or memoranda of insurance, upon request, to any Unit Owner or mortgagee. The insurance may not be canceled until 60 days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner, and each mortgagee for an obligation to whom certificates of insurance have been issued. Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, the Board and the managing agent as additional insured parties."

7. Paragraph 11 shall be amended as follows:

(a) subparagraph (a) shall be amended as follows:

(1) the fourth sentence shall be deleted and replaced with the following:

"For purposes of this subparagraph, a "resident" shall mean: (i) an owner or tenant of a Residential Unit who resides therein for at least two hundred seventy (270) days per calendar year; or (ii) Declarant or any of its partners (or their respective affiliates), and their respective owners and employees."

(2) the third-to-last sentence shall be amended to: (i) add the language "and Parking Areas" after "Parking Units"; and (ii) add the language "which are not taller than six (6) foot-eight (8) inches in height" after "motor vehicles".

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(b) subparagraph (b) shall be amended as follows:

(1) the second and third sentences shall be deleted and replaced with the following:

“Notwithstanding anything to the contrary contained herein, the Unit Owner or Occupant of each Commercial Unit shall have the right to install signage on those cross-hatched portions of the Building shown on Exhibit F attached hereto and made a part hereof (the “Exterior Signage Area”), solely for the purpose of identifying the business being conducted in said Commercial Unit. Notwithstanding anything to the contrary shown in Exhibit F, if a Unit Owner owns adjacent Commercial Units, said Unit Owner may, at its option, install one continuous sign in the Exterior Signage Areas serving such Commercial Units and need not comply with the requisite spacing between the Exterior Signage Areas serving such Commercial Units (as shown on Exhibit F). Each Commercial Unit Owner shall, at its sole cost and expense, be responsible for: (i) any costs to install, maintain, repair, replace and remove the signage serving its Commercial Unit; (ii) any utility costs associated with such signage; (iii) any costs to maintain, repair or replace the Common Elements which directly relate to the installation, maintenance or removal of such signage; and (iv) any costs to comply with all applicable laws and ordinances governing such signage.”

(2) the fifth sentence shall be deleted and replaced with the following:

“Without limiting the generality of the foregoing, (i) all signs shall be back-lit, (ii) no signs shall protrude more than twelve (12) inches from the face of the Building; and (iii) no signs shall contain any “uplight” component, neon or similar lighting, strobe lights, moving parts or day-glow colors.”

(3) the following sentence shall be added after the fifth sentence:

“Upon the discontinuation of the business being conducted in the Commercial Unit or the Commercial Unit otherwise becoming vacant, the Commercial Unit Owner shall, at its sole cost and expense, remove its signage from the Exterior Signage Area or, at the Board’s option, replace the face of the sign with a translucent white face.”

(c) subparagraph (c) shall be amended to add the following sentence after the first sentence thereof:

“Without the prior written consent of the Board, (i) nothing shall be stored in the Parking Units (except for the permitted vehicles), and (ii) nothing shall be constructed within the Parking Units.”

(d) subparagraph (e) shall be amended to: (i) add the language “(other than those awnings which are Limited Common Elements appurtenant to the Commercial Units)” after “awning” in the first sentence thereof; and (ii) add the following

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sentence after the first sentence thereof: “The Board shall have the right to designate a portion of the Common Elements located on the roof of the Building on which to allow Unit Owners to install satellite dishes serving their Units, such installation to be in a manner approved by the Board.”

(e) Subparagraph (k) shall be amended to add the language “Except as otherwise permitted in Paragraph 5 hereof,” at the beginning of the first sentence thereof.

8. Exhibit A to the Declaration shall be deleted in its entirety and replaced with Exhibit A attached hereto and made a part hereof.

9. Exhibit B to the Declaration shall be deleted in its entirety and replaced with the Exhibit B attached hereto and made a part hereof.

10. Exhibit C to the Declaration shall be amended as follows:

(a) Article VI, Section 3 shall be amended as follows:

- (1) the language “(with the same type of windows and plate glass, unless otherwise approved by the Board)” shall be added after “replaced” in the first sentence of subparagraph (c) thereof.
- (2) the last sentence of the first paragraph of subparagraph (c) thereof shall be deleted.
- (3) in clarification of a change made in Section 11(a)(2) of the Second Amendment to Declaration of Condominium dated July 24, 2001 and Recorded on August 24, 2001 as Document No. 0010782271, the language “, including, without limitation, electrical fixtures, furnaces, air conditioners, condensers, plumbing and other mechanical systems serving the Commercial Units as Limited Common Elements appurtenant thereto” was added at the end of sub-subparagraph (iii) in the second paragraph of subparagraph (c) thereof.
- (4) the word “signage,” shall be added after “electrical fixtures” in sub-subparagraph (iii) in the second paragraph of subparagraph (c) thereof.
- (5) the language “as well as the decks and patios serving the Units as Limited Common Elements appurtenant thereto” shall be added at the end of sub-subparagraph (iii) in the second paragraph of subparagraph (c) thereof.
- (6) the following sentence shall be added to the end of the second paragraph of subparagraph (c) thereof:

“Notwithstanding anything to the contrary contained herein, the Association shall be responsible for the maintenance, repair and replacement of the awnings which are Limited Common Elements appurtenant to the

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Commercial Units, and the cost thereof shall be assessed to the Commercial Unit Owner benefited thereby.”

(b) Article VI, Section 6 shall be amended as follows:

- a. the language “or to make up any budget deficits” shall be deleted from the third sentence of subparagraph (a) thereof.
- b. The fourth sentence of subparagraph (a) shall be deleted and replaced with the following:


“At the time control of the Association is turned over to the Unit Owners, Declarant shall remit the collected Working Capital Deposits to the Association for all Units sold and conveyed by Declarant prior to such time. As to Units sold and conveyed by Declarant after the Association is turned over to the Unit Owners, Declarant shall pay a Working Capital Deposit to the Association for each such Unit promptly after the date of the conveyance thereof.”

11. Exhibit D to the Declaration shall be deleted in its entirety.
12. Exhibit E to the Declaration shall be amended to add pages 1 through 6 attached hereto as Exhibit E and made a part hereof.
13. Exhibit F to the Declaration shall be deleted in its entirety and replaced with Exhibit F attached hereto and made a part hereof.
14. Exhibit G to the Declaration attached hereto and made a part hereof shall be added as Exhibit G to the Declaration.
15. All other terms and provisions of the Declaration, as amended, shall remain in full force and effect.
16. The terms used herein shall have the same definitions as set forth in the Declaration, as amended, to the extent such terms are defined therein.

IN WITNESS WHEREOF, Declarant has caused its name to be signed to these presents on the day and year first above written.

ARTESIAN PARTNERS, L.P., an Illinois limited partnership

By: Lincoln Square Development, LLC, its General Partner

By:  _____
A Manager

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CONSENT OF MORTGAGEE

CIB BANK ("Lender"), holder of a note secured by a mortgage on the Property dated September 8, 1999, and recorded with the Recorder of Deeds of Cook County, Illinois, on September 10, 1999 as Document No. 99860018, hereby consents to the execution of and recording of the above and foregoing Fourth Amendment to Declaration of Condominium, and hereby subordinates said mortgage to the provisions of the foregoing Second Amendment and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, said Lender has caused this instrument to be signed by its duly authorized officers on its behalf at Chicago, Illinois, on this 1st day of March, 2004.

CIB BANK

By: Maura A Thompson
Its: Vice President

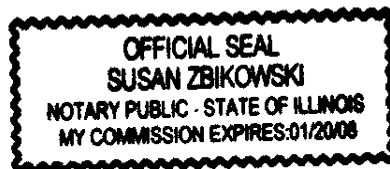
ATTEST:

Karen Pruban
Its: Loan Services Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SUSAN ZBIKOWSKI, a Notary Public in and for said County and State, do hereby certify that MAURA A THOMPSON and KAREN PRUBAN, the VICE PRES and LN SERVICES OFFICER, respectively, of CIB Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRES and LN SERVICES OFFICER, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Lender, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of March, 2004.



Susan Zbikowski
Notary Public

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SCHEDULE A

LOTS 43 AND 44, TAKEN AS A SINGLE TRACT, IN BLOCK 1 IN THE NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHWESTERN ELEVATED RAILROAD RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PROPERTY AND SPACE CONTAINED BELOW THAT CERTAIN HORIZONTAL PLANE LOCATED 16.79 FEET ABOVE CHICAGO CITY DATUM AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF LOTS 43 AND 44, TAKEN AS A SINGLE TRACT, IN BLOCK 1 IN THE NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHWESTERN ELEVATED RAILROAD RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 44; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 44, A DISTANCE OF 75.03 FEET TO A POINT; THENCE EASTERLY A DISTANCE OF 26.11 FEET TO A POINT; THENCE SOUTHERLY A DISTANCE OF 11.93 FEET TO A POINT; THENCE EASTERLY A DISTANCE OF 24.64 FEET TO POINT IN EAST LINE OF SAID LOT 43, THENCE SOUTHERLY ALONG EAST LINE OF SAID LOT 43, A DISTANCE OF 63.10 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 43; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOTS 43 AND 44, A DISTANCE OF 50.75 FEET TO THE POINT OF BEGINNING.

PINs: 13-13-207-036-1001 through -1009
13-13-207-035-0000

Address: 4747-51 N. Artesian, Chicago, Illinois 60625

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SCHEDULE B

PARCEL 1:

THAT PART OF LOTS 43 AND 44 WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +16.79 FEET CHICAGO CITY DATUM IN BLOCK 1 IN THE NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHWESTERN ELEVATED RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOW:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 44; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 44, A DISTANCE OF 75.03 FEET TO A POINT (THE WEST LINE OF SAID LOT 44 ALSO BEING THE EAST LINE OF NORTH ARTESIAN AVENUE); THENCE EASTERLY A DISTANCE OF 26.11 FEET TO A POINT; THENCE SOUTHERLY A DISTANCE OF 11.93 FEET TO A POINT; THENCE EASTERLY A DISTANCE OF 24.64 FEET TO A POINT IN THE EAST LINE OF SAID LOT 43; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 43, A DISTANCE OF 65.10 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 43; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOTS 43 AND 44, A DISTANCE OF 50.75 FEET TO THE PLACE OF BEGINNING (THE SOUTH LINE OF SAID LOTS 43 AND 44 ALSO BEING THE NORTH LINE OF A 16 FOOT WIDE EAST-WEST PUBLIC ALLEY).

PARCEL 2:

LOTS 40, 41 AND 42, TAKEN AS A SINGLE TRACT, IN BLOCK 1 IN THE NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHWESTERN ELEVATED RAILROAD RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS.

PIN: 13-13-207-002-0000
13-13-207-035-0000

Address: 2421-25 W. Lawrence Ave., Chicago, Illinois 60625

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EXHIBIT A

UNITS 1N, 1S, 2N, 2S, 3N, 3S, 4S, G, 201, 202, 203, 204, 205, 206, 207, 208, 209, 301, 302, 303, 304, 305, 306, 307, 308, 309, 401, 402, 403, 404, 405, 406, 407, 408, 409, C1, C2, C3, C4 AND P-1 THROUGH P-37, ALL INCLUSIVE, IN THE ARTESIAN CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTS 40, 41, 42, 43 AND 44, TAKEN AS A SINGLE TRACT, IN BLOCK 1 IN THE NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTHWESTERN ELEVATED RAILROAD RIGHT-OF-WAY, IN COOK COUNTY, ILLINOIS;

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT E TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 10, 1999 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 09062835, AS AMENDED, TOGETHER WITH THEIR RESPECTIVE UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

PINs: 13-13-207-036-1001 through 1009
13-13-207-002-0000
13-13-207-035-0000

Address: 4747-51 N. Artesian, Chicago, Illinois 60625
2421-25 W. Lawrence Ave., Chicago, Illinois 60625

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EXHIBIT B

PERCENTAGE OF OWNERSHIP INTEREST IN THE COMMON ELEMENTS

<u>RESIDENTIAL UNIT</u>	<u>OWNERSHIP INTEREST IN THE COMMON ELEMENTS</u>
1N	1.713
1S	1.713
2N	1.754
2S	1.754
3N	1.796
3S	1.796
4S	4.596
G	1.462
201	2.507
202	2.214
203	2.172
204	2.255
205	2.380
206	2.464
207	2.380
208	2.255
209	2.380
301	2.674
302	2.298
303	2.297
304	2.339
305	2.464
306	2.548
307	2.506
308	2.380
309	2.464
401	2.674
402	2.381
403	2.380
404	2.422
405	2.548
406	2.631
407	2.589
408	2.548
409	2.589

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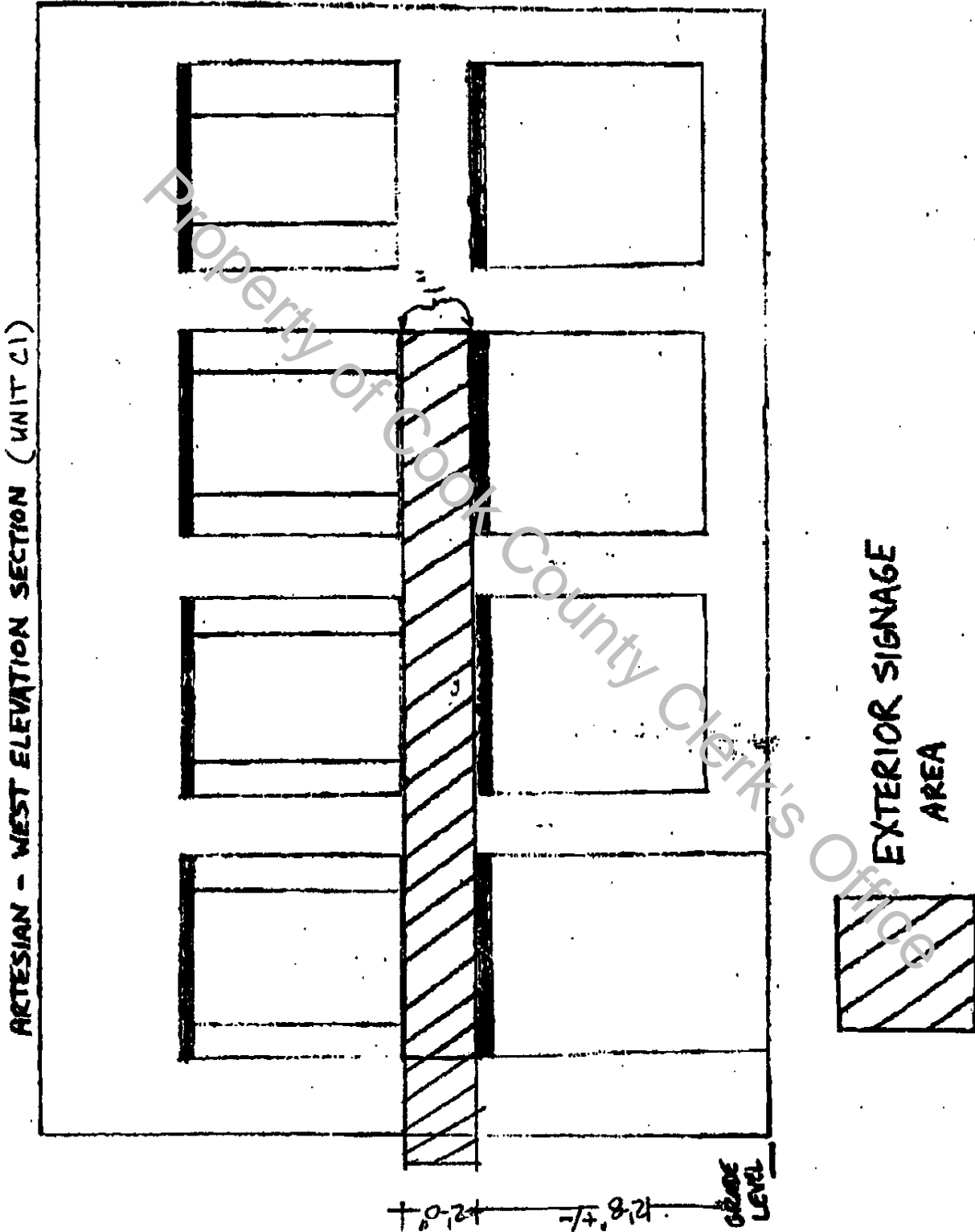
COMMERCIAL UNIT

C1	4.178
C2	1.922
C3	1.922
C4	1.922

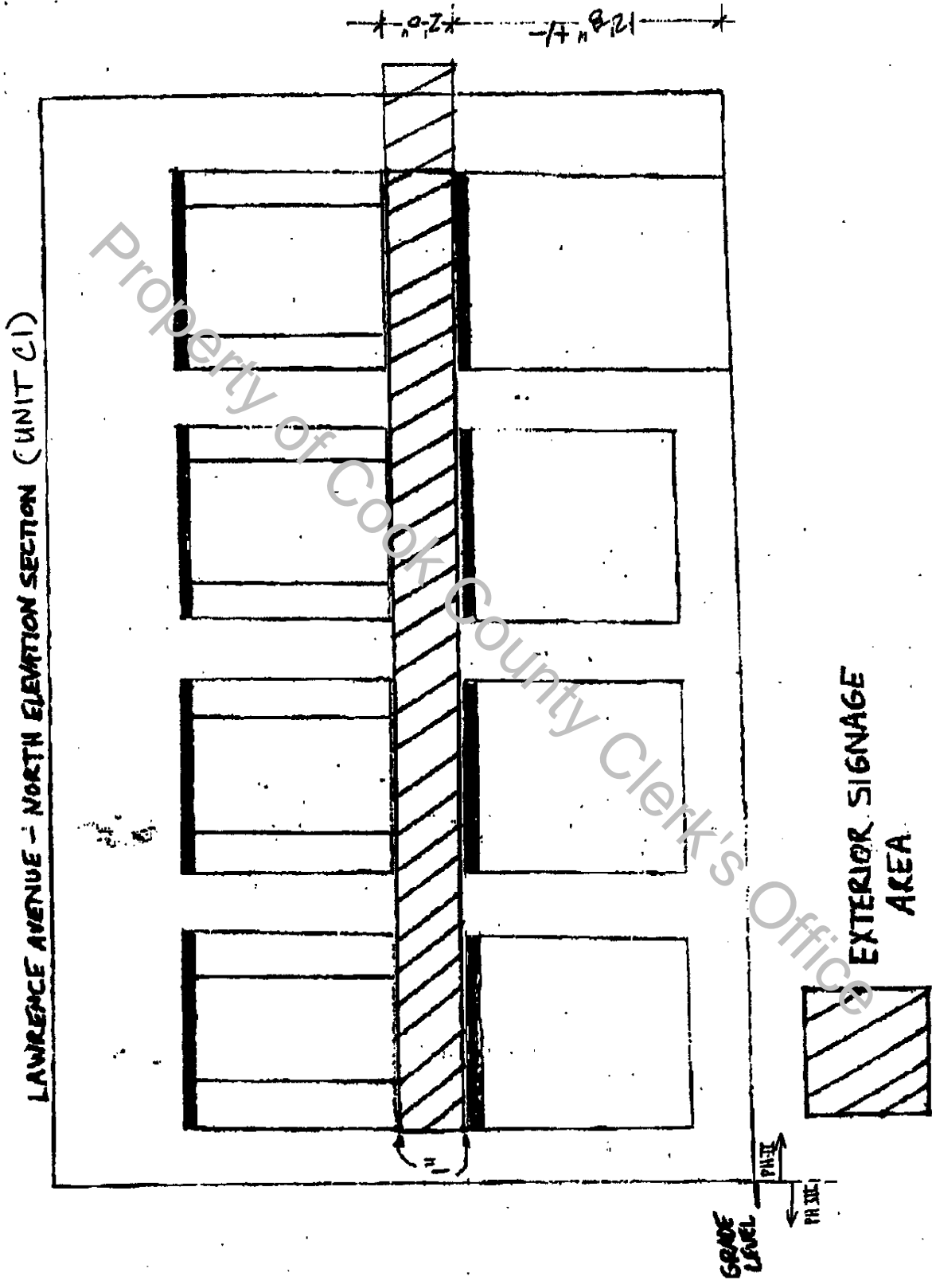
PARKING UNIT

P-1	0.209
P-2	0.209
P-3	0.209
P-4	0.209
P-5	0.209
P-6	0.209
P-7	0.209
P-8	0.209
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P-33	0.209
P-34	0.209
P-35	0.209
P-36	0.209
P-37	<u>0.209</u>
	<u>100.000</u>

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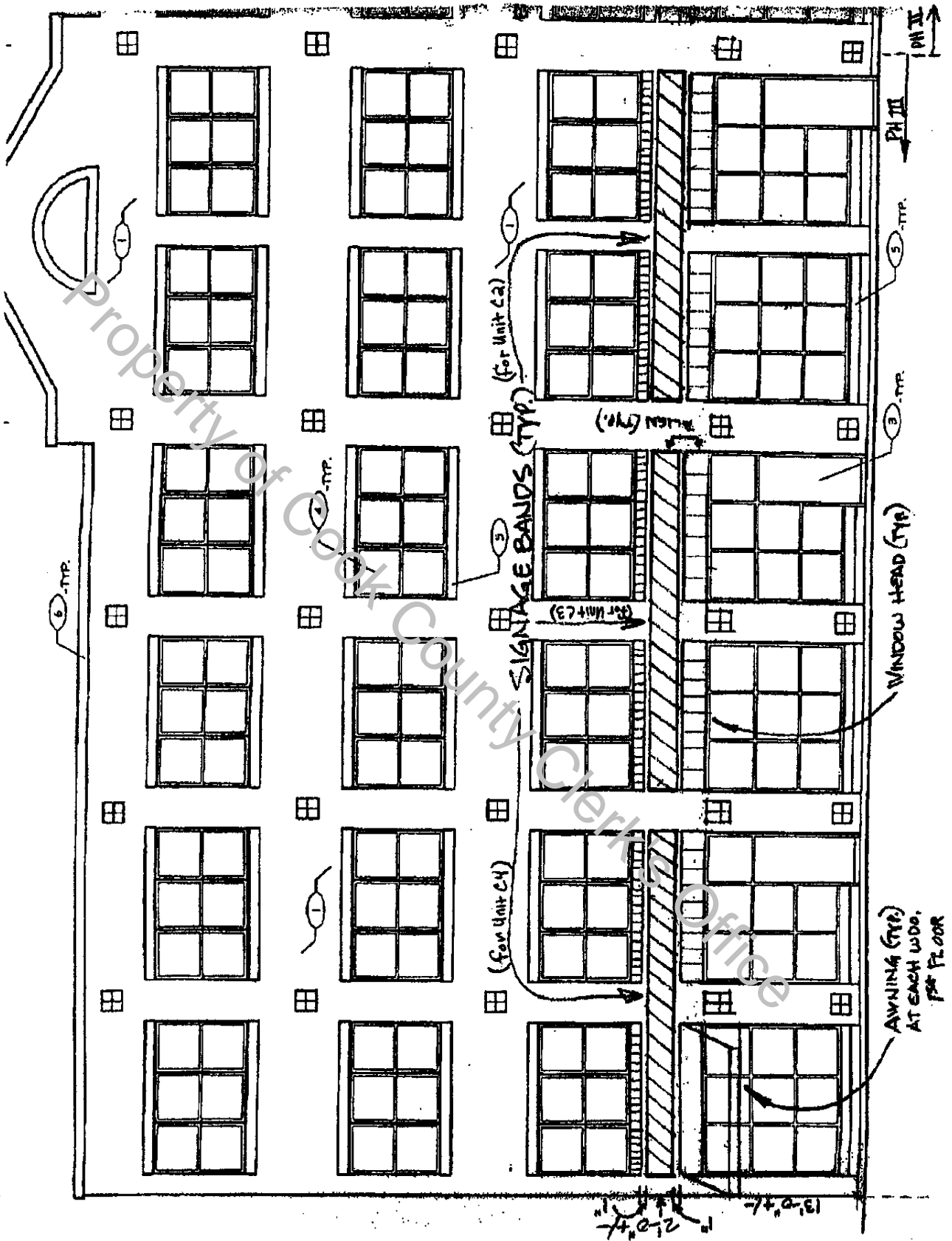


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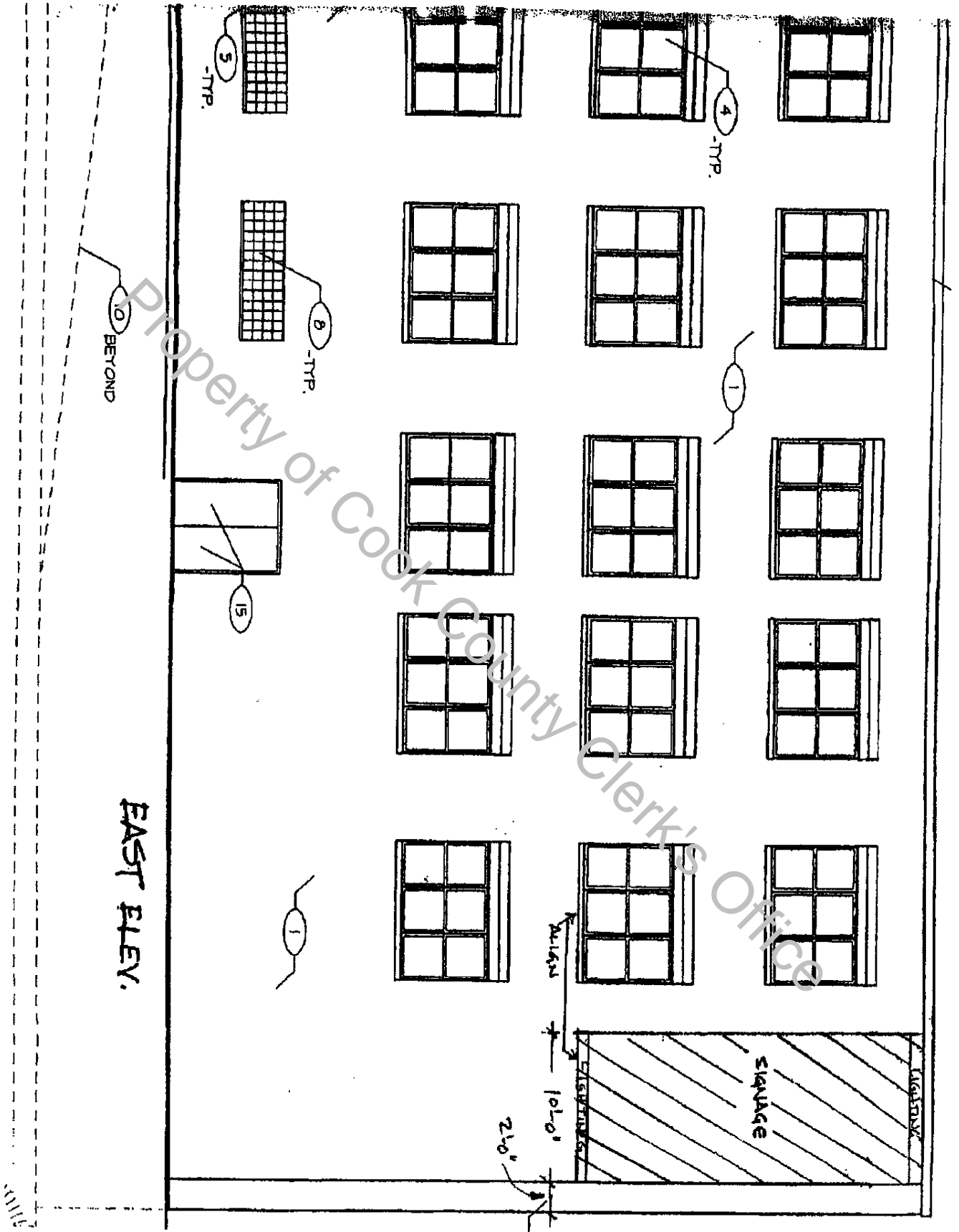


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LAWRENCE AVENUE - NORTH ELEVATION SECTION (UNITS C2-C4)



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EXHIBIT

ATTACHED TO

DOCUMENT
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DOCUMENT

SEE PLAT INDEX