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**THIS INSTRUMENT WAS
PREPARED BY AND
SHOULD BE MAILED TO:**

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MTZ 2059/158

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**DECLARATION OF EASEMENTS, PARTY
WALL RIGHTS, COVENANTS AND RESTRICTIONS
FOR THE PARK NORTH HOMES HOMEOWNER'S ASSOCIATION**

THIS Declaration is made this 20th day of December, 2004, by MP 13TH STREET TOWER, L.L.C., an Illinois Limited Liability Company ("Declarant").

RECITALS

The Declarant is the Owner in fee simple of the tract of land in the City of Chicago, Cook County, Illinois described on Exhibit "A" attached hereto, said land being referred to as the "Land" for purposes of this Declaration.

The Declarant intends to construct, or cause to be constructed on the Land a residential community consisting of fee simple row homes, which shall be known as Park North Homes, and shall be hereinafter referred to as the "Row Homes." The Row Homes shall consist of four (4) single family residences with party walls and certain common roofs. All Row Homes constructed on the Land shall be subject to a mutual and perpetual emergency ingress/egress easement, a perpetual maintenance, repair and reconstruction easement relating to the common roof, and perpetual utility easements. The Row Homes shall be part of the Museum Park East Development and shall be subject to the terms, conditions, easements, covenants and restrictions of the Museum Park East Umbrella Declaration.

The purposes of this Declaration are as follows:

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A. To provide for the creation of the rights of way and easements set forth herein.

B. To provide for the conservation and enhancement of the values of all Row Homes and for the conservation of the integrity, character and architectural uniqueness of said residences.

C. To establish the terms of the party wall agreements relative to the shared walls of the Row Homes.

D. To establish certain easements, including but not limited to the following: (i) a perpetual maintenance, repair and reconstruction easement over the Common Roof for the benefit of the Homeowner's Association; (ii) a mutual and perpetual easement for emergency ingress and egress over and across the fourth floor roof decks of the Row Homes to the Emergency Exitway; and (iii) perpetual easements for utility service and maintenance.

E. To establish terms for the maintenance of those areas referred to as the "Common Roof," (defined below) and any fences located upon the Land.

In furtherance of the aforementioned purposes, the Declarant has deemed it desirable to create a Homeowner's Association to which shall be delegated and assigned the powers of maintaining and administering the Common Roof, administering and enforcing the covenants and restrictions contained herein, and collecting and disbursing the assessments and charges hereinafter created.

The Declarant may incorporate the Park North Homes Homeowner's Association ("Homeowner's Association") under the Not-For-Profit Corporation Act of the State of Illinois for the purposes of exercising the aforesaid functions. The Declarant will herein grant and convey to the Homeowner's Association easement rights to the portions of the Property as defined herein as the "Common Roof".

NOW, THEREFORE, the Declarant hereby declares that the Row Homes shall hereafter be held, transferred, sold, conveyed, occupied, mortgaged and encumbered subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with the Land and be binding on all parties having any interest in a Row House or any part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE I **DEFINITIONS**

As used herein, unless otherwise provided, the following words and terms shall have the following meanings:

1.1 **Board.** The Board of Directors for the Homeowner's Association, which shall consist of each of the four (4) Owners.

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1.2 Common Roof: Those roof areas of each Row House which are not separated from the neighboring Row House by parapets. The Common Roof shall consist of the areas comprising the main roof above the third floor of each Row House, and shall be maintained by the Homeowner's Association as set forth below. The roofs located above the penthouse room of each Row House are not common, and each Owner shall be responsible for the maintenance of their respective penthouse roofs.

1.3 Common Roof Easement: A perpetual easement over the Common Roof for the maintenance, repair and reconstruction of the Common Roof or any portion thereof by the Homeowner's Association.

1.4 Declarant: MP 13TH STREET TOWER, L.L.C., an Illinois limited liability company.

1.5 Emergency Easement Area: The areas comprising the fourth floor roof decks of each Row House.

1.6 Emergency Easement: A mutual and perpetual easement for emergency ingress/egress over the Emergency Easement Area as more fully set forth in Article II below.

1.7 Emergency Exitway: The stairwell structure which has been constructed as part of the Museum Park East Umbrella Association Club House. The stairwell structure is a part of the Museum Park East Umbrella Association property and is not a part of the Row Homes property. An easement has been or shall be granted over the stairwell structure for the benefit of the Row Homes for purposes of providing a means of emergency ingress and egress to and from the fourth floor roof decks of the Row Homes down to the street level in the event of an emergency.

1.8 First Mortgagee: The holder of a note secured by a bona fide first mortgage or first trust deed covering any portion of the Property.

1.9 Guest: An invitee or visitor of any occupant of a Row House.

1.10 Land: The entire parcel set forth on Exhibit "A" attached hereto which contains all of the Lots upon which the Row Homes are constructed.

1.11 Lot: The portion of the Land belonging to and upon which a single Row House is constructed, as depicted on the Plat attached hereto as Exhibit "B". A Lot upon which a Row House is constructed may also be referred to herein as a "Row House Lot."

1.12 Maintenance Fund. All monies collected by the Homeowner's Association pursuant to the terms hereof.

1.13 Member. Each person or entity who holds membership in the Homeowner's Association, as provided in Article VI below.

1.14 Occupant: A person or persons in lawful possession of a Row House.

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1.15 Owner: A record owner, whether one or more persons or entities (including the Declarant and the Homeowner's Association as applicable), of fee simple title to any Row House, but excluding those having such interest merely as security for the performance of an obligation.

1.16 Party Wall: The demising wall which exists between two (2) Row Homes.

1.17 Plat: The survey attached hereto as Exhibit "B" and incorporated herein by reference, as amended from time to time.

1.18 Property: All property and space comprising the Land, including each Row House Lot, and all improvements and structures erected, constructed or contained therein or thereon, together with all easements, rights and appurtenances belonging thereto.

1.19 Row Homes: The four (4) single family row house residences constructed, or to be constructed, upon the Land and known as the Park North Homes.

1.20 Row House: One (1) housing unit or residence, consisting of a group of rooms within the demising walls together with the Lot upon which the individual Row House is constructed.

ARTICLE II **EASEMENTS**

2.1 **EMERGENCY EASEMENT**: An Emergency Exitway has been constructed as a part of the Museum Park East Umbrella Association property for purposes of permitting access to the street level from the Museum Park East Club House and from the Row Homes fourth floor roof decks in the event of an emergency. An easement has been or shall be granted over the stairwell structure for the benefit of the Row Homes. In order to reach the Emergency Exitway, each Row House Owner may need to cross over the fourth floor roof deck areas of one or more other Row House Owners. Accordingly, Declarant hereby creates and grants for the heirs, successors and assigns of Declarants, as an easement appurtenant to the land, the following easement:

A. Description of Easement. Each Owner and the Guests and Occupants of each Row House shall have a mutual and perpetual easement for emergency ingress and egress over, across and upon the fourth floor roof decks of the Row Homes (the "Emergency Easement Area") to and from the Emergency Exitway.

B. Use of the Emergency Easement. The Emergency Easement may be used by the Owners, Occupants and Guests of each Row House, and shall be used for emergency purposes only, as is necessary to provide emergency access to the Emergency Exitway. General use of the Emergency Easement for ingress and egress is prohibited. Each Owner shall retain the right to use such Owner's fourth floor roof deck for normal and customary purposes in conformance with the terms of this Declaration and any and all rules promulgated by the Board; however, each Owner and Occupant is expressly prohibited from installing fencing and other partitions which would prevent ingress and egress over and across such Owner or Occupant's fourth floor roof deck in the event of an emergency.

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C. Maintenance of the Emergency Easement Area. Each Owner shall be responsible for the maintenance, repair and replacement of such Owner's fourth floor roof deck, and each Owner shall maintain such Owner's fourth floor roof deck such that it is passable for purposes of allowing the emergency evacuation of each Row House.

D. Easement Over Emergency Exitway. An easement for emergency ingress and egress over, across and upon the stairwell located upon the Museum Park East Property has been or shall be granted for the benefit of the Row Home owners and their Occupants, Guests and invitees. The Emergency Exitway shall also provide emergency ingress and egress for the Museum Park East Club House. This Declaration is hereby made subject to the terms, conditions and covenants contained within such easement.

2.2 COMMON ROOF EASEMENT: A common roof has been constructed over the third floor of the Row Homes (the "Common Roof"). The Common Roof, including those portions located upon each Row House, shall be maintained by the Homeowner's Association as more fully set forth in Article V below. Accordingly, Declarant hereby creates and grants for the heirs, successors and assigns of Declarant, as an easement appurtenant to the land, the following easement:

A. Description of Easement and Use. A perpetual easement is hereby granted to the Homeowner's Association to go upon the portion of the Common Roof located upon each Row House at any time for the purpose of maintaining, repairing and replacing the Common Roof or any portion thereof.

B. Access to Each Row House. The Homeowner's Association is licensed by all Owners, upon reasonable notice and proof of need, to enter upon each Owner's Row House for the limited and express purpose of maintaining, repairing or rebuilding the Common Roof, or any portion thereof, provided that no such maintenance, repairing or rebuilding shall impair or diminish the then existing structural integrity of any Row House or the Row Homes.

C. Exclusion. The roofs located above each Row House penthouse room are hereby excluded from and are not a part of the Common Roof described herein. The penthouse roofs are separate individual roofs, and each Row House Owner shall maintain, repair and replace its own penthouse roof.

2.3 GAS EASEMENT: An easement has been or may be granted, by separate documents, to the designated gas utility company by the Declarant. Said easement is for the purpose of laying and maintenance of pipe and other mechanical apparatus and providing gas services to the Row Homes.

2.4 ELECTRIC AND TELEPHONE EQUIPMENT: Several meter stands may have been or may be constructed on certain Row House Lots as delineated on the Plat, and may be referred to therein as the electrical meter stand easements. Said meter stands contains certain electrical equipment that services each Row House. Additionally, several telephone equipment boxes may have been or may be constructed on certain Row House Lots. Said equipment boxes contain telephone equipment that services each Row House. Easements are hereby declared and granted for electric and telephone utility purposes and for such other utility purposes as may be necessary and to allow the respective utility companies to maintain and service the utility equipment which is or may be located in said telephone equipment boxes and electric meter stands.

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2.5 CITY OF CHICAGO SEWER AND WATER EASEMENT: An easement is hereby granted to the City of Chicago to go upon the Row House Lots at any time for the purpose of maintenance, replacement and repair of water, sewer and any other related facilities as may be under the control of said City. A separate covenant has been furnished to the City of Chicago relating to the maintenance of said lines and facilities.

2.6 MISCELLANEOUS UTILITIES: Where any pipes, wires, meters, sewer lines and cleanouts, conduits or public utility lines lie within the boundaries of a Row House Lot, any portions thereof, servicing only that Lot, shall be deemed a part of that Lot. Each Row House has been provided with its own electric and telephone service. As of the date hereof, it is anticipated that water service for the entire Museum Park East Development, including the Park North Homes, shall be provided through general water meters and shall be paid for by the Museum Park East Umbrella Association. If so, a portion of the assessments paid by the Homeowner's Association to the Umbrella Association will cover the costs of this service. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits, wires, meters and equipment, over, under, along and on any part of the Row House Lots, as they exist on the date of the recording hereof.

2.7 CONSTRUCTION EASEMENT: Declarant reserves for itself and each Owner an easement and right to overhang and encroach upon, over and on any portion of adjacent Row Homes, as applicable, with a roof, portico, retaining wall or other projection, appurtenance or fixture to any building situated on a Lot as the same exists on the date of the recording hereof, but not otherwise, together with the right to go upon each such portion of an adjacent Row House, as applicable, for the purpose of reconstructing, repairing, maintaining, inspecting or replacing such roof, portico, retaining wall or other projection, appurtenance or fixture to any such building. In the event that, by reason of the construction, settlement or shifting of any building as originally constructed or as now existing, any part of a Row House encroaches or shall hereafter encroach upon any part of any Row House as applicable, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Row House encroach or shall hereafter encroach upon any part of any Row House or Row House Lot, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Row House so long as all or any part of the building in which such Row House is located shall remain standing, provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment be or its use is detrimental to or interferes with the reasonable use and enjoyment of the adjacent Row Homes by the other Owners and if it occurred due to the willful conduct of any Owner.

2.8 BLANKET EASEMENT IN FAVOR OF DECLARANT: A blanket easement is created and granted in favor of the Declarant and the Declarant's representatives, agents, associates, employees, contractors, subcontractors, successors and assigns for the purpose of (i) access and ingress to and egress from the Land or any part thereof, (ii) construction, installation, repair, replacement and restoration of utilities, roads, buildings, landscaping and any other improvements on the Land or any part thereof including the right to restrict and regulate access to portions of the Common Roof for the purposes of completing construction and renovation of those areas, and (iii) the installation and maintenance of signs advertising the Row Homes and/or any Row Homes located within the Museum Park East Development, and signs directing potential purchasers to the sales office and models erected in connection with marketing for sale of the Row Homes and/or any Row Homes located within the Museum Park East Development, and for such purposes as described herein. The foregoing easements in favor of the Declarant

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shall continue until such time as the Declarant no longer holds legal title to, or the beneficial interest in any trust holding legal title to, any Row Homes located or to be located within the Museum Park East Development, at which time such easements shall cease and be of no further force and effect without the necessity of any further action.

2.9 EASEMENT IN PERPETUITY: All easements and rights described in this Article II are easements appurtenant to and running with the Land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns and any Owner, Guest, Occupant, purchaser, mortgagee and other person having an interest in said Land, or any part or portion thereof.

For purposes of the Emergency Easement and the Common Roof Easement only, the dominant tenement shall be considered to be the structures located on the Land (each Row House) and not the Land on which said structures rest.

2.10 REFERENCE TO EASEMENTS: Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall not be required, but any such reference in an instrument, if contained therein, shall be sufficient to create and reserve such easements and rights to the respective grantors, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

2.11 REFERENCE TO MAINTENANCE: Reference in this Declaration to maintenance shall serve to charge the respective Owners or the Homeowner's Association, as applicable, with the obligations and duties of effectuating said maintenance. Any failure to properly maintain those portions of the Row Homes by an Owner or the Homeowner's Association set forth in this Declaration shall create a right of action in favor of any other Owner or the Homeowner's Association, as applicable, to enforce the obligations and duties imposed herein.

ARTICLE III **PARTY WALLS**

3.1 PARTY WALL DESCRIPTION: Each Row House has either one (1) or two (2) party walls comprising the side demising walls of the row homes (which may also be referred to herein as a dividing wall). Said party walls are constructed of either masonry, wood or metal frame and plasterboard materials or both. The wall separating one Row House from another is herewith declared as a party wall. The Declarant herewith sets forth the rights, duties and obligations in connection with said party walls.

3.2 USE OF PARTY WALLS: The party wall separating two (2) Row Houses shall be for the exclusive use and benefit of the Row Houses which share said wall, their respective Owners, heirs, legal representatives, successors and assigns subject to the terms of this Declaration. The party wall separating a Row House shall be for the exclusive use and benefit of such Row House Owner and the Homeowner's Association and any heirs, legal representatives, successors and assigns, subject to the terms of this Declaration.

Each Owner may use such Owner's party wall(s) in any manner which shall not materially interfere with the use and enjoyment thereof by the other.

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3.3 MAINTENANCE OF PARTY WALLS: Any and all costs and expenses necessary for the maintenance and preservation of the party wall in good condition and repair shall be borne equally between the Owners who share said party wall; provided, however, that if at any time, the Row House on one side of the party wall has been removed in conformance with the terms of this Declaration, the Owner of the Row House that shared said wall which remains, shall bear the sole cost of so maintaining and preserving the party wall after the Owner of the Row House which was removed has performed the necessary construction to allow said remaining wall to be a proper exterior wall in accordance with the material and quality and design of other exterior walls on the Row Homes.

3.4 REPAIR OR REPLACEMENT OF PARTY WALLS: Declarant hereby sets forth that if it shall hereafter become necessary or desirable to repair or replace the whole or any portion of a party wall, the expense of such repairing or rebuilding shall be shared equally by the Owners who share said party wall, and whenever the party wall or such portion thereof shall be rebuilt, it shall be erected in the same location and on the same line, and be of the same size, and the same or similar material, and of like quality with the present party wall, except where said party wall shall no longer be a shared party wall, but become an exterior wall, then in that case, the material and quality shall be similar to the material and design of other exterior walls on the Row Homes.

Notwithstanding anything herein contained to the contrary, it is further agreed that in the event of damage or destruction of a party wall from any cause, other than the negligence of either of the Owners sharing said party wall, and other than on account of fire or other casualty to one of the Row Houses sharing said party wall, either of the parties sharing said party wall shall have the right to repair or rebuild the party wall, and (i) the expense thereof shall be apportioned as hereinabove provided, and (ii) each Owner shall have the full use of the party wall so repaired or rebuilt. If damage to or destruction of the party wall shall have been caused by loss by fire or other casualty to the property of, or by the negligence of one party sharing said party wall, such party shall bear the entire cost of repair or rebuilding. If either party sharing said party wall neglect or refuse to pay his share as aforesaid, the other party may have the party wall repaired or rebuilt and, in addition to any other remedy available to him by law, shall be entitled to have a mechanic's lien on the premises of the party so failing to pay in the amount of such defaulting party's share of the repair or rebuilding cost. Any repairing or rebuilding done hereunder shall be performed timely and in a good and workmanlike manner, and to the extent possible, accomplished without interruption to the normal usage of the Row Homes which share said party wall.

3.5 GENERAL PROVISIONS:

A. Each Owner sharing a party wall is licensed by the other Owner who shares said wall, upon reasonable notice and proof of need, to enter upon the other party's premises for the limited and express purpose of erecting, repairing or rebuilding the party wall as hereinabove provided; provided, however, that no such erecting, repairing or rebuilding shall impair or diminish the then existing structural integrity of the other's Row House or the Row Homes.

B. All references to party walls contained herein shall also apply to any scuppers and drains which may run along, upon or within said party walls, and the portion of this Declaration relating to party walls shall also relate to said scuppers and drains as well.

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C. In the event the Row House of one party is no longer connected to the party wall, the other Owner, at such time as it removes and disconnects its Row House from the party wall, shall demolish and remove the party wall at its sole cost and expense, and then and thereafter this Party Wall Agreement shall terminate and neither party shall have any right, duty or obligation hereunder (except to fulfill his obligation hereunder which shall have accrued up to and including the date of such termination).

D. Notwithstanding the foregoing, no Owner shall demolish and remove a Row House unless provisions have been made for access to the Emergency Exitway or another means of emergency ingress and egress from the fourth floor roof decks shall be provided. In addition, no Owner shall demolish and remove the Row House appurtenant to the Emergency Exitway until such time as provisions have been made for the relocation and reconstruction of the Emergency Exitway such that it remains appurtenant to the Row Homes or another means of access from the fourth floor roof decks to the street level. Any plans for the demolition and removal of a Row Home shall be subject to the approval of the Board, and any such demolition and removal shall be in compliance with all governmental codes and requirements.

E. The benefits and burdens of the covenants herein contained shall annex to and be construed as covenants running with the Land herein described and shall bind the respective parties hereto and their respective heirs, legal representatives, successors and assigns. Nothing herein contained, however, shall be construed to be a conveyance by either party of his respective rights in the fee of the real estate on which the party wall shall stand.

F. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to neglect or willful acts or omissions, shall apply thereto.

ARTICLE IV **MAINTENANCE AND RESTRICTIONS**

4.1 **MAINTENANCE:** The Homeowner's Association shall be responsible for the maintenance, repair and replacement of the Common Roof. The maintenance, repair and replacement of the Common Roof shall be within the sole control, responsibility, and discretion of the Board. The cost of all capital improvements (other than capital improvements constructed by the Declarant) of the Common Roof, and the maintenance, repair or replacement of the Common Roof, as well as all expenses for routine maintenance and upkeep shall be the responsibility of the Homeowner's Association. Each Owner shall be responsible for the maintenance, repair and upkeep of all other portions of such Owner's Row House.

4.2 **RESTRICTIONS:** The Row Homes shall be subject to the following restrictions:

A. **Exterior.** Declarant has taken great care and expended substantial sums to create an architectural design and style reflecting continuity of the Row Homes with each other and the neighborhood in general. Accordingly, any structural or physical alterations or modifications to the exterior or structure of the Row Homes including without limitation color changes are expressly prohibited. This prohibition includes, but is not limited to, the masonry and wooden partitions, if any, as well as doors, windows, roof lines and fences. The exterior or structure of each Row House shall be maintained by the Owner of such Row House, with the exception of those exterior areas designated as Common Roof which shall be maintained by the Homeowner's Association as more fully provided in this Declaration.

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B. Additions. Declarant has caused the design of the Row Homes to provide for a maximum amount of living space in proportion to the size of the Lot upon which the Row Homes are constructed. Accordingly, no additions or structures or other enclosures may be constructed on the Row Homes or the Lots which they occupy.

C. Roof Decks. Declarant has created roof decks at the fourth floor level of each Row House. Access to each roof deck is provided from within each Row House. Declarant has taken great care to build roof decks compatible with the architectural design and style of the Row Homes and the neighborhood in general and compatible with a neighborly atmosphere. Accordingly, any structural or physical alterations or modifications to the roof decks, including without limitation color changes and changes in the dimensions of a roof deck, are expressly prohibited. Due to the emergency ingress and egress rights more fully set forth in Article II above, there shall be no full obstruction of the fourth floor roof decks. Fencing and other partitions which would fully obstruct a fourth floor roof deck are expressly prohibited. The installation of partial fencing or partitions upon a fourth floor roof deck shall be subject to the prior consent and approval of the Association and any rules and regulations promulgated by the Board. The roof decks located upon each Row House shall be maintained by the Owner of such Row House, and each Owner shall use and maintain such roof decks in accordance with any existing roof warranty requirements. No Owner shall engage in any activities which would interfere with or void any existing roof warranties.

D. Roofs. Declarant has constructed a Common Roof over the third floor of each Row House, and individual roofs over the penthouse rooms of each Row House (which individual roofs may either be completely separate from any neighboring roof(s) or separated from an adjacent roof by a parapet wall). Any alteration or modification to any roof line is expressly prohibited. The Homeowner's Association shall be responsible for the maintenance, repair, replacement and upkeep of the Common Roof as set forth in paragraph 4.1 above. Each Owner shall be responsible for the maintenance, repair, replacement and upkeep of such Owner's penthouse roof, and shall keep such penthouse roof in good repair and condition at all times.

E. Fences, Parkways, Planting, Patio and Exterior Areas. The Declarant may have installed fencing in the front yards separating each Row House Lot. Any such fencing shall be maintained by the Owners sharing such fence. Any fence which lies on any Row House Lot and which does not separate two Row House Lots, shall be maintained by the Owner of such Row House Lot. In addition, the Declarant may have created planting and patio areas along or adjacent to the entrance of each Row House. Any such planting, patio area or yard area which is a part of a Row House Lot shall be maintained by the Owner of that Row House. Further, each Owner of a Row House shall be charged with the obligation of the maintenance of the exterior of said Row House. A reciprocal easement exists between the Owners of the Row Homes, and the Homeowner's Association, to facilitate said maintenance in the event a Row House Owner fails to properly maintain said fence, patio, yard or exterior areas. Those areas adjacent to the Row Homes which are a part of the common areas of the Museum Park East Umbrella Association, including without limitation any sidewalk and parkway areas located in front of the Row Homes, shall be maintained by the Museum Park East Umbrella Association and subject to all rules and restrictions promulgated by the Board of Directors of the Museum Park East Umbrella Association.

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F. Insurance. No Owner shall permit anything to be done or kept in a Row House which will result in the increase in the rate charged or in the cancellation of any insurance carried by any other Owner or the Homeowner's Association, or which would be in violation of any law.

G. Noxious Use. Nothing shall be done in or upon any Row House, of a noxious or offensive nature, nor shall any outside lighting or loudspeakers or other sound producing devices be used which will interfere with the quiet use and enjoyment of other adjacent Owners. Owners shall be prohibited from using the rooftop areas of the Row Homes for open fires or other unsafe flammable uses. Barbecues are permitted on the roof deck areas of each Row House subject to any laws, statutes or ordinances that may be adopted from time to time by the City of Chicago. The interior and exterior of each Row House shall be maintained by the Owner in a clean, sanitary and attractive condition. Owners shall also maintain, cultivate and keep in good condition all trees, grass, shrubs and other landscaping located on the Owner's Row House Lot, and shall keep all waste and refuse in sanitary containers. No burning of trash shall be permitted.

H. Residential Use Only. No part of any Row House shall be used for other than housing, parking, and related common purposes for which the Row Homes were designed. Each Row House shall be used for residential purposes and no other purposes. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted. However, the foregoing shall not be construed in such a manner as to prohibit a Row House Owner from maintaining a personal professional library therein; keeping personal business records or accounts therein; or handling personal or professional telephone calls, correspondence and computer work therefrom. Such uses are expressly declared customarily incidental to the principal residence use and not in violation of this paragraph.

I. Signs. Except as maintained by the Declarant pursuant to this Declaration, no signs, advertising or other displays whatsoever shall be maintained or permitted on any part of the Row Homes, affixed to the outside of any structure or displayed in the window of any structure, except for "For Sale" or "For Rent" signs subject to the rules and regulations of the Board and/or the Museum Park East Umbrella Association.

J. Pets. No animals shall be bred upon any of the Row Homes, and no animals other than cats, dogs and other customary house pets, shall be boarded or kept upon any of the Row Homes. Pets shall be leashed at all times when outside any Row House, unless within the fenced in portion of a Row House Lot. Any pet waste shall be immediately removed from public or private property by the Owner of such pet.

4.3 **REMEDIES:** The failure of any Owner to comply with the foregoing covenants, restrictions and maintenance requirements, shall give the Board the right, upon not less than ten (10) days advance written notice to such Owner to take the following actions in the event such failure is not cured (or immediately in the event of any matter of an emergency nature which might result in damage to persons or property):

A. To enter upon any part of the Row House where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or its beneficiaries, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass.

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B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The prevailing party in any such litigation shall be entitled to reimbursement of such parties' court costs and attorney's fees and any other reasonable fees and expenses together with any damages awarded such party.

C. To levy fines in such reasonable amounts and pursuant to such procedures for hearings and appeals as the Board from time to time determine against any Owner.

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of ten percent (10%) per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed a part of such individual or entities respective share of the expenses of the Homeowner's Association, and the Homeowner's Association shall have a lien for all of the same upon the Row House and upon all of the additions and improvements thereto and upon all of such personal property located on the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The failure of any Owner to comply with the foregoing covenants, restrictions and maintenance requirements, shall also give each individual Row House Owner the right, upon not less than thirty (30) days advance written notice to such breaching Owner (or immediately in the event of any matter of an emergency nature which might result in damage to persons or property), to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The prevailing party in any such litigation shall be entitled to reimbursement of such parties court costs and attorney's fees and any other reasonable fees and expenses together with any damages awarded such party.

ARTICLE V ADMINISTRATION

5.1 **HOMEOWNER'S ASSOCIATION:** The Homeowner's Association may be formed as a not-for-profit Illinois Corporation under the General Not-For-Profit Corporation Act of the State of Illinois having the name "Park North Homes Homeowner's Association" (or one similar thereto). The administration of the Common Roof shall be vested in the Homeowner's Association, and the Homeowner's Association shall, to the extent hereafter provided and subject to the limitations hereafter contained, be the governing body relating to the use, maintenance and repair of the Common Roof.

5.2 **MEMBERSHIP:** Every Row House Owner shall be a Member of the Homeowner's Association and such membership shall automatically terminate when such person ceases to be an Owner. Membership is appurtenant to and shall not be separated from ownership of a Row House. Each Owner by acceptance of a deed or other conveyance of a Row House thereby becomes a Member, whether or not this declaration of such membership is made a part of, incorporated by reference or expressed in said deed or conveyance.

5.3 **ELECTION OF DIRECTORS:** The initial Board of Directors designated by the Declarant shall consist of three (3) directors, appointed by the Declarant, who shall serve without compensation. The initial Board shall serve for a period commencing on the date the Homeowner's Association is formed by the filing of the Articles of Incorporation the office of the Secretary of State of Illinois and ending upon the qualification of the Directors appointed at

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the initial meeting of the Board of Directors. The initial meeting of the Board of Directors shall be held within ten (10) days from the receipt of notice from the Declarant, which shall be given no later than thirty (30) days from the sale and conveyance of the last Row House (the "Transfer Meeting"). At the Transfer Meeting, the four (4) Owner/Members shall be elected to serve as Directors to serve on the Board.

A. Term. Members of the Board appointed at the Transfer Meeting shall serve until such time as the Members elect to remove or replace them for cause, or until they are no longer an Owner of a Row House.

B. Vacancies. Any vacancies in the Board shall not be filled until such time as such Board Member has sold and conveyed such Board Member's Row House to an unaffiliated third party, then such Owner shall serve on the Board.

C. Election of Officers. The Board shall elect from among its directors a President who shall preside over both its meetings and those of the Members, if any, and who shall be the chief executive officer of the Board and the Association, a Vice President, a Secretary who shall keep minutes of all meetings, a Treasurer and such other officers as the Board shall see fit. A single Board Member may hold more than one office.

D. Qualifications of Board. With the exception of the Declarant who shall have the rights as set forth above, to designate and select the persons who shall serve as directors until the Transfer Meeting, each member of the Board shall be one of the Owners.

E. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that, if less than a majority of the Directors are present at the meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

F. Removal. From and after the date of the first annual meeting of the Members, any Director may be removed from office by the affirmative vote of Two Thirds (2/3rd) of all the Members provided that such removal shall be for "cause". Removal for cause shall include removal due to the following: (i) conviction of or a plea to a felony in any state or the equivalent thereof; (ii) any criminal or quasi-criminal conviction or fine relating to any misdeeds in conjunction with any activities as a Director; or (iii) a delinquency in the payment of assessments due for such Director's Row House which exceeds \$5,000.

G. General Provisions. The Board shall act by majority vote or those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

5.4 MEETINGS OF MEMBERS: Meetings of Members shall be held annually at the discretion of the Board and at such places and times as shall be designated in any notice of a meeting by the Board. Any notice of an annual meeting of Members shall include a meeting agenda. Special meetings of the Members may be called at any time for any reasonable purpose on not less than ten (10) days notice from a majority of the Board or the Members holding Two-Thirds (2/3rds) of the total votes.

A. Notices. Notices of annual or special meetings may be delivered personally or by mail to the Members, addressed to each such Member at the address given by him to the Board,

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or if no address shall be given, addressed to such Member to the address of such person's Row House.

B. Quorum. The Members holding a majority of the votes that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time and without further notice.

C. Voting. Commencing with the date of the first annual meeting of the members, there shall be one (1) vote for each Row House.

5.5 GENERAL POWERS OF THE BOARD: The Board shall have the following powers:

A. To adopt reasonable rules and regulations governing the use, operation, maintenance and administration of the Common Roof and to amend them from time to time, and to adopt reasonable rules and regulations relating to the Emergency Easement. The Board shall have all the powers necessary and incidental to the operation and management of the Homeowner's Association and to take such action as may be required to enforce the provisions of this Declaration and any rules and regulations adopted by the Board.

B. To provide for the maintenance, repair and replacement of the Common Roof and all improvements located thereon.

C. To engage the services of a manager or managing agent, who may be any person, firm, or corporation, on such terms and compensation as the Board deems fit, provided that the term of any such engagement shall not exceed three years.

D. To engage the services of any persons (including but not limited to accountants and attorneys) deemed necessary by the Board at such compensation deemed reasonable by the Board, and to remove, at any time, such personnel.

E. To enter into contracts on behalf of, and to purchase or secure in the name of, the Homeowner's Association any materials, supplies, insurance (including, without limitation, directors and officers liability insurance), equipment, fixtures, labor required by the terms of this Declaration, or which in the reasonable opinion of the Board shall be necessary or proper for the operation or protection of the Homeowner's Association and its Members, and for the enforcement of the provisions of this Declaration.

F. To establish and maintain one (1) or more bank accounts (granting authority as the Board shall desire to one (1) or more persons to draw upon such accounts) for the deposit of any funds paid to or received by the Board.

G. To borrow money in the name of the Homeowner's Association to provide for the maintenance, repair or replacement of the Common Roof. The Board shall have the power to secure such funds by pledging and granting a security interest in the assessments due the Homeowner's Association.

H. To adjust the amount, collect and use any insurance proceeds to repair damages or replace lost property; and if proceeds are insufficient to repair damaged or replace lost property, to assess the appropriate Members in proportionate amounts to cover the deficiency.

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I. To enter upon, and to have its contractors, subcontractors and agents enter upon, the Common Roof as may be required to exercise all of the rights and obligations granted to or imposed upon it pursuant to this Declaration, or to correct any condition that in the Board's reasonable judgment is a nuisance or is damaging to the use, enjoyment, operation or maintenance of a Row House or the Row Homes.

J. To have standing and capacity to act in a representative capacity in relation to matters involving the Common Roof and in matters involving the Museum Park East Umbrella Association and the Museum Pointe Condominium Association on behalf of the Members, including without limitation the payment of assessments and payment or collection of any shared maintenance costs.

K. To exercise any and all powers, rights and authorities provided in the Illinois General Not-For-Profit Act, as amended from time to time.

5.6 LIABILITY OF THE BOARD OF DIRECTORS: Neither the members of the Board nor the officers of the Homeowner's Association shall be liable to any Owner for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Homeowner's Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Homeowner's Association on behalf of the Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, without limitation, attorneys' fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Homeowner's Association may be involved by virtue of having been such member or officer. However, such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer.

5.7 BOOKS AND RECORDS: The Books and records of the Homeowner's Association may be examined by any Owner or their mortgagee at the office where such books and records are maintained, during normal business hours for any proper purpose upon prior written notice to the Board.

ARTICLE VI **ASSESSMENTS**

6.1 PERSONAL OBLIGATION: The Row House Owners, by virtue of the recording of this Declaration, whether or not it shall be so expressed in such individual Owner's deed, are deemed to covenant and hereby agree to pay to the Homeowner's Association such assessments as are levied pursuant to an annual budget adopted by the Homeowner's Association

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pursuant to the provisions of this Declaration. Such assessments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge and continuing lien upon the association or individual against which such assessment is made. Additionally, such assessments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on each Row House and shall be a continuing lien on the Row House against which each such assessment is made. Each Row House Owner, other than the Declarant, shall be personally liable for such Owner's share of such assessments, together with the applicable interest, costs and late fees. Personal liability for such past due assessments shall not pass to an Owner's successor in title unless expressly assumed.

The Owners shall be assessed equally for the Common Expenses, with each of the four (4) Row Homes being obligated for one-fourth (1/4th) of the Common Expenses, and each Owner by acceptance of a deed for a Row House located upon the Land, whether it shall be so expressed in any such deed or other conveyance, is deemed to covenant and hereby agrees to pay to the Homeowner's Association such assessments as are levied pursuant to an annual budget adopted by the Homeowner's Association upon not less than thirty (30) days' notice to the Members.

6.2 PURPOSE OF ASSESSMENTS: The assessments levied by the Homeowner's Association shall be used for the purpose of promoting the recreation, health, safety, needed services and welfare of the Row House Owners, for payment of assessments to the Museum Park East Umbrella Association, for payment of any shared maintenance costs with Museum Pointe Condominiums or other entities and for the maintenance, repair, replacement and administration of the Common Roof, and the establishment of such reasonable reserves, if any, as the Board deems appropriate, including but not limited to the payment of all costs and expenses and the provision of all services, materials, and property that the Board has the obligation or power to pay or provide.

6.3 CATEGORIES OF ASSESSMENTS: There shall be two categories of assessments as follows:

A. The general assessment, which shall be levied annually or at such other interval as the Board deems appropriate, to include all costs and expenses other than special assessments; and

B. Special assessments, which shall be levied for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of the Common Roof.

6.4 ANNUAL GENERAL ASSESSMENTS: Each year on or before November 1st, the Board shall estimate an annual budget of Common Expenses including the total amount required for the cost of wages, materials, insurance, services and supplies that will be required during the next calendar year for the rendering of all services by the Homeowner's Association as provided herein, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, if any, and it shall also notify the Members on or before November 5th in writing as to the amount of such estimate with a reasonable itemization thereof. Such Common Expenses shall be divided equally among the Row House Owners, and in accordance with the annual Homeowner's Association budget and as determined by the Board.

A. Each year the Board shall prepare an itemized accounting of the expenses for the preceding calendar year and the amounts collected from the Row House Owners. On or before January 1 of the next year, and on the first day of each fourth month thereafter of said year, the Row House Owners shall be obligated to pay One Fourth (1/4th) of the portion of the Common Expenses allocated to each Row House.

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B. The Board may establish and maintain a reasonable reserve for contingencies and replacements of the Common Roof. Extraordinary expenditures not originally included in the annual budget, which may become necessary during the year shall be charged first against such reserve. If said regular assessment proves inadequate for any reason, including nonpayment of any Row House Owner's assessment, the Board may at any time levy a further assessment.

C. The failure or delay of the Board in preparing or delivering the annual budget to the Members, shall not constitute a waiver or release in any manner of the Member's obligation to pay assessments, as herein provided, whenever the same shall be determined, and in the absence of the preparation and delivery of any annual or adjusted budget, the Members shall continue to pay the annual assessment charge at the then existing rate established for the previous calendar year until such new or annual or adjusted budget shall have been mailed or delivered.

6.5 SPECIAL ASSESSMENTS: No Special Assessment may be levied by the Board for an expenditure in excess of \$5,000 unless such expenditure is approved by a vote of two thirds (2/3) of the Members. The due date or dates, if it is to be paid in installments, of any Special Assessment shall be fixed in the resolution authorizing such assessment. Written notice of any Special Assessment shall be delivered or mailed to every Member or association subject thereto not less than thirty (30) days before the effective or due date thereof.

6.6 NONPAYMENT OF ASSESSMENTS: Any assessment, which is not paid when due, shall be deemed delinquent. If an assessment is not paid within ten (10) days after the delinquency date, such assessments shall bear interest at the rate of ten percent (10%) per annum from the delinquency date and the Board may impose a flat fee of \$25 per month (or other such amount as the Board may determine from time to time). Such fees and costs, including attorney's fees incurred in connection thereto shall constitute a lien and personal obligation as more fully set forth herein. The Board shall in the name of and on behalf of the Homeowner's Association, have all rights and remedies to enforce such collections as shall from time to time be permitted by law, including bringing an action at law or in equity against such Owner or association for their proportionate share of the delinquent assessment and foreclosing the aforesaid liens. All expenses of the Homeowner's Association in connection with such action or proceedings, whether or not suit shall be instituted, including attorney's fees and court costs and other fees and expenses shall be charged to and assessed against such defaulting Member or association and shall be added to and deemed part of the assessments and the Homeowner's Association shall have a lien for all of the same upon the respective Row House.

6.7 PROOF OF PAYMENT: Upon written demand of a Row House Owner or mortgagee at any time, the Homeowner's Association shall furnish such Owner or mortgagee with a written certificate signed by an officer of the Association setting forth whether there are any unpaid annual or special assessments levied against such Owner's/mortgagees Row House. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

6.8 SUBORDINATION OF LIEN TO MORTGAGE: Any first mortgage or first trust deed made, owned, or held by a bank, savings and loan association, or other institutional lender, and recorded before the recording or mailing of a notice by the Board of the amount owing by an Owner who has refused or failed to pay such Owner's share of any assessment when due shall be superior to the lien of such unpaid assessment set forth in said notice and to all assessments that become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Row House pursuant to the

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remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Row House free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

6.9 EXEMPTION FROM ASSESSMENTS ON ROW HOMES OWNED BY DECLARANT: It is expressly provided that no Row House owned by the Declarant, shall be subject to the assessments, charges and liens provided for herein until the date upon which such Row House shall be conveyed to a bona fide purchaser or leased to any person who shall have commenced to pay rental therefor or sold pursuant to an installment contract or articles of agreement for deed. However, the Declarant shall remain responsible for any necessary maintenance, repair and utility costs directly resulting from Declarant's construction work being performed on the Land. Upon the conveyance or leasing by Declarant of any Row House which was theretofore entitled to the foregoing exemption from assessments, such Row House and the Owner thereof shall immediately become subject to the payment of all assessments and other charges provided herein which shall accrue on the first day of the first month after the date of closing or that rental becomes due, as applicable.

6.10 GENERAL PROVISIONS: A. The Board shall keep full and correct books of account on such basis as the Board shall determine. Upon request of any Row House Owner or Mortgagee, such books of account may be inspected by such requesting person or its representative, duly authorized in writing, at such office and at such reasonable time or times during normal business hours, as the Board shall designate in writing.

B. No Row House Owner may waive or otherwise escape liability for the assessments provided for herein by maintaining such Owner's portion of the Common Roof or by abandonment of the Owner's Row House.

C. Declarant may collect a fee from each purchaser of a Row House at the closing of such transaction to create an initial reserve fund for the Homeowner's Association, which fee shall be collected from each and every purchaser of a Row House at the closing of such transaction, and which sum shall be deposited into an account for the benefit of the Homeowner's Association and which account shall be turned over to the Board at the Transfer Meeting.

ARTICLE VII **CASUALTY AND INSURANCE**

7.1 RECONSTRUCTION: In the event that any Row House shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owner thereof shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as reasonably possible, to the condition as near as possible in which such property was immediately prior to such damage or destruction.

7.2 ROW HOUSE INSURANCE: To assure the prompt repair, restoration or rebuilding of any Row House damaged or destroyed by fire or other casualty, each Row House Owner shall maintain in full force, at all times, insurance covering the Row House owned by him, consisting of or providing at a minimum all the protection afforded by the insurance generally described as fire, extended coverage, vandalism and malicious mischief, to 100% of the full insurable value thereof, with loss payable on the basis of the cost of replacement without

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deduction for depreciation. Such insurance shall cover all portions of a Row House, including without limitation the portions of the Common Roof located over and upon such Owner's Row House and the fourth floor roof deck areas which are subject to the Emergency Easement.

7.3 COMMON INSURANCE: The Board on behalf of the Homeowner's Association shall have the authority to acquire and maintain insurance for the Association as follows:

A. Fidelity Insurance. Fidelity Insurance in the form of a fidelity bond indemnifying the Homeowner's Association, the Board, and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Homeowner's Association or its managing agent or of any other person handling funds of the Homeowner's Association, the Board or the Owners in such amounts as shall be determined by the Board. Such bond shall delete any exclusion pertaining to persons who serve without compensation from any definition of "employee" or similar expression and shall contain a managing agent Endorsement if available. The Board may also obtain Blanket Crime insurance covering money and securities on and off the premises and depositors' forged coverage in amounts as the Board shall deem desirable.

B. Common Area Insurance. No common areas have been constructed as a part of this development. Accordingly the Board shall not be required acquire and maintain any insurance for common areas.

C. Other. The Board shall obtain such other insurance as the Board shall deem desirable, which may include, without limitation, Comprehensive Liability Insurance, Directors and Officers Liability Insurance and Worker's compensation insurance as may be necessary to comply with applicable laws, and/or additional coverage relating to the Common Roof and the maintenance thereof by Homeowner's Association.

D. Premium. The premium for the above described insurance and bond shall be Common Expenses paid by the Board on behalf of the Homeowner's Association out of the Maintenance Fund.

E. Insurance Carriers. All insurance provided for herein shall be effected under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Illinois.

F. Insureds. All policies of insurance of the character described above shall name as insureds the Homeowner's Association, the Board, the managing agent, and the other agents and employees of the Homeowner's Association, and the Declarant in the Declarant's capacity as an Owner and Board member, and shall also name each Owner as applicable.

ARTICLE VIII RIGHTS RESERVED TO DECLARANT

8.1 DECLARANT'S PROMOTIONAL RIGHTS: The right is reserved to the Declarant to place and maintain on any area of the Land, construction trailers, sales offices, fencing, flag poles, advertising signs, banners and lighting in connection therewith and other promotional facilities at such locations and in such forms as shall be determined by the Declarant for construction, sales and leasing purposes. There is also reserved to the Declarant, their agents, employees and prospective purchasers and tenants, the right of ingress, egress and transient

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parking in and throughout the Land for such sales and leasing purposes. The Declarant also reserve the right to maintain on the Land without charge: (i) a general office for the purpose of exercising the rights reserved herein; (ii) a general construction office for Declarant's contractors and subcontractors; and (iii) appropriate parking facilities for the employees of Declarant's agents and contractors. Declarant's aforesaid reserved rights shall continue for so long as Declarant or any successor owner of the Land or any portion thereof is engaged in the construction, sale or leasing of Row Homes on any portion of the Land.

In addition to the rights set forth above, the Declarant, its agents, affiliates and/or assigns shall have the right to use any Row House owned by Declarant as a model home or sales office in connection with the sale of any other row home developments located within the Museum Park East Development for up to two (2) years after the Transfer Meeting. Declarant may use and maintain advertising signs, banners or lighting in connection with the operation of the aforesaid model home or sales office upon any portion of the Property with the exception of any Row Homes which have been conveyed to third party Owners.

8.2 DECLARANT'S EASEMENTS: The Declarant reserves unto itself those easements more fully set forth herein, for the purpose of implementing the overall development of the Land. All rights and easements in favor of the Owners created by this Declaration shall be subject and subordinate to the above described development rights and easements as more fully set forth in Article II above and this Article IX, whether or not inconvenience to any Owner shall result therefrom.

8.3 CONTRACTS: The Declarant shall have the right to enter into contracts on behalf of the Homeowner's Association prior to the Transfer Meeting. Declarant reserves the right to engage an initial manager for the Association, which initial manager may be an affiliate of Declarant, and in furtherance of such right, to enter into a contract with any such management company for such purposes, provided that the contract expires no later than two (2) years from the date that Declarant shall no longer be entitled to appoint the members of the Board. Such management contract, if any, shall be paid for out of the Common Expenses.

8.4 RIGHT TO GRANT AND ALLOW DEDICATIONS AND GRANT UTILITY EASEMENTS: Declarant hereby reserves, for itself and its successors and assigns, the following: (i) the right to grant and allow the dedication of space in the Land to any public or quasi public utility or to any governmental authority for the location of Utilities serving any portion of the Land; (ii) the right to grant and allow easements in, over, under to and across the Land for ingress and egress to, and for installation, construction and maintenance of, any or all of the Utilities; provided, however, that Declarant shall not exercise any of such rights in a manner so as to prevent the exercise of the rights of use and enjoyment of the Row Homes as granted in this Declaration.

8.5 RIGHT TO RECORD PLAT OF SUBDIVISION: Declarant hereby reserves to itself, its successors and assigns, the right to proceed with and record a Plat of Subdivision affecting Row Homes Property as more fully set forth in this paragraph. A resubdivision of the Museum Park Subdivision is currently pending with the City of Chicago. The resubdivision of the Museum Park Subdivision shall revise certain lot lines within the subdivision ("Museum Park Subdivision No. 2), and may revise or create individual Row House Lots. Declarant additionally reserves to itself, its successors and assigns, the right to withdraw said Plat of Subdivision in its sole discretion and for any reason whatsoever, in which case Declarant shall have no further obligation to proceed with the said Plats of Subdivision. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to complete and record the aforesaid Plat of Subdivision and to make any change or modification to this Declaration or

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any other documents of record which may be required in order to complete and record said Plat of Subdivision and to bring any such document in conformance with said Plat of Subdivision, and to sign, execute and acknowledge any final Plat of Subdivision on behalf of each Owner and Mortgagee as attorney in fact for such Owner and Mortgagee, and to cause the interim Board for the Association, which Board shall have been appointed by the Declarant, or the Owner's Board, if applicable, to execute the same on behalf of the Homeowner's Association as may be required, or to withdraw said Plat of Subdivision as set forth above. The sole signature of Declarant upon said Plat of Subdivision shall be deemed as a good and valid signature and acknowledgement by each Owner and Mortgagee hereunder. Each deed, mortgage, trust deed, or other evidence of obligation affecting a Row House and the acceptance thereof shall be deemed to be a grant and acknowledgment of and a covenant and reservation of the power of the Declarant as aforesaid. The Plat of Subdivision and any required amendments hereto shall become effective upon recording in the office of the Recorder of Deeds for Cook County, Illinois.

Each Owner (on behalf of themselves and as members of the Homeowner's Association) and their respective mortgages, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any Row Homes shall be deemed to have expressly agreed, assented, and consented to each of the provisions of this Declaration, with respect to the recording of the Plat of Subdivision as aforesaid, or the withdraw of the same, as applicable; and hereby further agree to each and all of the provisions of said Plat of Subdivision that may hereafter be recorded in accordance with the foregoing provisions of this Homeowner's Declaration.

8.6 RIGHT TO INITIATE AND RECORD ADDITIONAL PLATS OF SUBDIVISION: Declarant hereby reserves to itself, its successors and assigns, the right to initiate additional Plats of Subdivision as may be required, and to amend the Plat of Subdivision and/or any part thereof from time to time for purposes of correcting any boundary errors and for purposes of resubdividing any Lots located within the subdivision including the Row Homes Lots. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to complete and record any such Plat of Subdivision and to make any change or modification to this Declaration which may be required in order to complete and record said Plat of Subdivision, and to sign, execute and acknowledge any final Plat of Subdivision on behalf of each Owner and Mortgagee as attorney in fact for such Owner and Mortgagee, and to cause the interim Board for the Association and the Umbrella Association, which Boards may have been appointed by the Declarant, or the Owner Board, to execute the same on behalf of the Homeowner's Association and the Umbrella Association as may be required, or to withdraw said Plat of Subdivision in Declarant's sole discretion. Each deed, mortgage, trust deed, or other evidence of obligation affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of and a covenant and reservation of the power of the Declarant as aforesaid. Any such Plat of Subdivision and any required amendments to this Declaration shall become effective upon recording in the office of the Recorder of Deeds for Cook County, Illinois.

8.7 RIGHT TO AMEND PLAT: When the Plat attached hereto as Exhibit "B" was prepared additional improvements to be made to the Property may not be wholly completed, may have been marked proposed or not included on the Plat. Declarant hereby reserves to itself, and its successors and assigns, the right to record amendments to this Declaration for the purpose of attaching a revised and updated Plat as an amended Exhibit "B", which Plat shall show the locations and dimensions of all improvements located upon the Property at such time as Developer's construction is substantially completed. Whenever in this Declaration the term Plat or Exhibit "B" appears, it shall be deemed to include such amended Plat or revised Exhibit "B" as may be hereafter recorded pursuant to this Section.

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ARTICLE IX MISCELLANEOUS AND EXECUTION

9.1 **MUSEUM PARK EAST UMBRELLA DECLARATION:** An Umbrella Declaration for the Museum Park East Umbrella Association has been recorded by Declarant as document number 0020457529 in order to govern the common areas within the Museum Park East Development. Such common areas shall be governed and maintained by the Museum Park East Umbrella Association, and shall be for the use of all members of such association. This Declaration is hereby made subject to the Museum Park East Umbrella Declaration and all assessments, covenants, restrictions and easements contained therein as the same may be amended from time to time.

9.2 **PARKING FOR ROW HOMES:** No garages or other parking areas have been or shall be constructed as a part of the development of the Row Homes. However, certain fee simple garage unit(s) which are located within the garage areas of the Museum Pointe Condominiums property shall be conveyed to each Row House Owner by separate deed (the "Garage Units"). Each Garage Unit is a separate fee simple unit which is a part of the Museum Pointe Condominiums. Each Garage Unit shall be allocated a percentage interest in the common elements for the Museum Pointe Condominiums and shall have separate assessments which shall be due to the Museum Pointe Condominium Association. In addition, each Garage Unit shall have a separate tax bill payable to the Cook County Collector. Each fee simple Garage Unit shall be designated on the Museum Pointe Residence's plat of survey as a separate unit, and shall be transferable pursuant to the terms of the Declaration of Covenants, Conditions for the Museum Pointe Condominium Association. The use of the Garage Units shall be subject to the terms and conditions set forth in the Museum Pointe Condominium Declaration and those rules and regulations promulgated by the board of directors for the Museum Pointe Condominiums. The Museum Pointe Condominiums garage area shall be accessible from each Row House via a doorway which opens to a vestibule with a second doorway which opens to the Museum Pointe Condominiums garage.

9.3 **EASEMENT USE AND MAINTENANCE AGREEMENT:** The rear walls of the Row Homes shall be appurtenant to and located less than one foot from a portion of the exterior wall of the Museum Pointe Condominiums. The proximity of the walls will allow the location of the doorways within each Row House which enter into the Museum Pointe Condominiums garage area as more fully described in paragraph 9.2 above. Due to the proximity of the adjacent walls a common parapet cap, flashing point and/or roofing device shall be affixed to and located over the adjacent walls at the Row Homes fourth floor level between the north wall of the Row Homes and the south wall of the Museum Pointe Condominiums. The maintenance, repair and replacement of the aforesaid items (and all costs of such maintenance, repair and replacement) will be responsibility of the Row Homes. A Declaration of Restrictions, Easements, Adjacent Walls and Maintenance has been or shall be recorded which sets forth certain terms, conditions, restrictions and easements relating to the proximity of the walls and the buildings and the maintenance thereof.

9.4 **AMENDMENT BY DECLARANT:** (a) Until the Transfer Meeting, the Declarant, its successors and assigns, shall have the right from time to time to change or modify this Declaration, which change or modification shall be effective upon the recording thereof; provided, however, that the provisions of Article VII of this Declaration shall not be amended, modified or changed without the consent of any First Mortgagee affected thereby, and provided

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further that such right shall only be exercised (i) to bring the Declaration into compliance with the Act or to conform the Declaration to the requirements of FHLMC, FNMA, HUD, FHA or VA; (ii) to correct errors, omissions, clerical or typographical errors in the Declaration; or (iii) to revise and update the Plat and legal descriptions as may be necessary to conform with any recorded Plats of Subdivision. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make any change or modification as authorized hereunder on behalf of each Row House Owner as attorney-in-fact for such Row House Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Row House and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Owner as aforesaid.

(b) Declarant, its successors and assigns, shall have the right from time to time to amend the Plat, attached hereto as Exhibit "B", to fully illustrate each portion of the Row Homes and/or to correct any scrivener's or other errors which may occur. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make any change or modification as authorized hereunder on behalf of each Row House Owner as attorney-in-fact for such Row House Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Row House and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Owner as aforesaid.

9.5 NON-WAIVER OF COVENANTS: No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

9.6 SUCCESSORS AND ASSIGNS: Each grantee of the Declarant, and each subsequent grantee, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts said deed or contract subject to all restrictions, conditions, covenants, easements, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and shall be deemed to have agreed to perform all undertakings and to be bound by all agreements and covenants imposed on him by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Land, and shall inure to the benefit of such grantee or purchaser in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All rights granted specifically to Declarant under this Declaration shall accrue to the successors and assigns of Declarant, provided, however, that the Owners shall not be deemed to be the successors and assigns of Declarant for purposes of the assignment of all rights granted specifically to Declarant.

9.7 ENFORCEMENT: Any violation on the part of an Owner of any of the restrictions, covenants, terms or conditions of this Declaration to be kept, observed or performed by him and which will or is likely to result in damages which are irreparable or impossible of ascertainment, then any other Owner is hereby granted the right to prevent or remedy any such threatened or actual violation on the part of any Owner, or the further continuation of any such violation, as the case may be, by means of injunction proceedings or other legal remedies. The various rights and remedies herein granted shall be in addition to all other rights and remedies which may be available. All said rights and remedies may be exercised either currently or consecutively or partly concurrently and partly consecutively as the case may be.

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9.8 AMENDMENT: Except as permitted by Section 10.4 above and as otherwise provided herein, the provisions of this Declaration may be amended by an instrument executed and acknowledged by the Board and approved by the Owners of not less than 2/3rds of the Row Houses, and containing an affidavit by an officer of the Board certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Row Home, no less than five (5) days prior to the date of such affidavit. Those easements set forth in Article II above may not be amended without the signature, consent and agreement of all parties benefited by such easements. No amendment affecting the right of any mortgagees having bona fide liens of record against any Row Home shall be made without the consent of such mortgagee or holder. No amendment shall be effective unless recorded in the office of the Recorder of Deeds of Cook County, Illinois. Those provisions of this Declaration relating to the rights, privileges or obligations of the Declarant may only be amended upon the prior written consent of the Declarant. This Declaration may be amended by the Declarant in any manner prior to the conveyance by Declarant of any Row House to any other Owner.

9.9 ARBITRATION: In the event of any dispute regarding the terms or the enforcement of this Declaration, any Owner may request that the matter be submitted for arbitration before the American Arbitration Association. In the event that any sums become due from a Row House Owner pursuant to a charge for maintenance, repair or any other matter as determined by a majority of the Row House Owners (with each Row House being entitled to one (1) vote), or under the terms of this Declaration, then said amount shall become a lien against the Row House which has failed to pay said sum. Any and all costs of collection against a non paying Row House Owner shall be added to the sum due and become a further charge or lien as set forth herein.

9.10 SURVIVAL: If any term, provision, covenant, easement, agreement or condition in this Declaration shall be or be held invalid, whether in general or as to any particular situation or circumstance, the remainder of this Declaration and the applicability to any other situation or circumstance, as the case may be, shall not be invalidated or terminated thereby, but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement or condition had never been.

If any of the covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States of America.

9.11 GENDER OF TERMS; NUMBERS: As used in this Declaration, the masculine shall mean the feminine or neuter and singular shall mean plural where the context requires to preserve the meaning of the appropriate provision.

9.12 SUPERIORITY: Anything herein to the contrary notwithstanding, nothing contained herein shall be construed to supersede any ordinance of the City of Chicago, Illinois, affecting the Land or any portion thereof.

9.13 LAWS OF ILLINOIS: This agreement shall be construed in conformity with the laws of the State of Illinois and in accordance with the usage in said State of Illinois regarding party walls and easements. The rule of strict construction does not apply to the easements granted herein. The easement grants contained in this Declaration shall be given a reasonable construction so that the intention of the Declarant to confer a commercially usable right of enjoyment to the Owners is carried out.

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9.14 **MODIFICATIONS:** This Declaration contains all the terms, conditions and covenants relating to the Row Homes described herein and no modifications, waivers, variations, or releases of duties and obligations under this Declaration shall be binding unless made in writing and signed by the Owners affected herein.

9.15 **NOTICE:** Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the U.S. mail, postage prepaid, directed to the last known person who appears as an Owner or other person, at the last known address for each such person which is publicly listed if other than the address of the Row House.

9.16 **TITLE HOLDING LAND TRUST:** In the event title to any Row House is conveyed to a title holding trust, under the terms of which all power of management, operation and control of such Row House remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Row House. No claim shall be made against any such title holding trustee personally for the payment of any lien or obligations hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon such Row House and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Row House.

9.17 **EXCULPATION:** Declarant shall have no obligation to secure the performance or non-performance of any of the covenants set forth herein and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

County Clerk's Office

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The Declarant, MP 13th STREET TOWER, LLC., an Illinois limited liability company, has executed this Declaration on the day and year first written above.

MP 13th STREET TOWER, L.L.C.,
an Illinois limited liability company
By: EDC MP 13TH STREET TOWER, L.L.C.,
an Illinois limited liability company

Its: Manager

By: EDC MANAGEMENT, INC.,
an Illinois Corporation

Its: Manager

By:


Ronald Shipka, Jr.

Its: President

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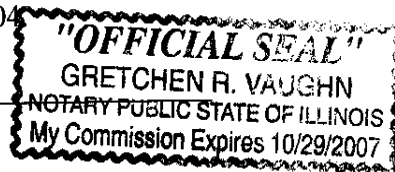
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Ronald Shipka, Jr., as President of EDC MANAGEMENT, INC., the Manager of EDC MP 13TH STREET TOWER, L.L.C., the Manager of MP 13TH STREET TOWER, L.L.C., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument as Manager of said Limited Liability Company as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th of December, 2004

Gretchen R. Vaughn

Notary Public



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CONSENT OF MORTGAGEE

Ohio Savings Bank, a federal savings bank, holder of a note secured by a mortgage on the Property recorded with the Recorder of Deeds of Cook County, Illinois, on March 17, 2003, as Document No. 0030365240, hereby consents to the execution of and recording of the foregoing Declaration of Easements, Party Wall Rights, Covenants and Restrictions for the Park North Homes Homeowner's Association, and hereby agrees that the aforesaid loan documents are subject and subordinate to the provisions thereof, but reserves for itself and its successors and assigns the rights and privileges of a First Mortgagee under and pursuant to the terms and conditions of the foregoing Declaration.

IN WITNESS WHEREOF, Ohio Savings Bank has caused this instrument to be signed by its duly authorized officer on its behalf on this 20th day of December, 2004.

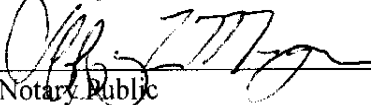
OHIO SAVINGS BANK,
a federal savings bank

By: 
Name: ERIC D EDLUND
Title: VICE PRESIDENT

STATE OF OHIO)
)SS
COUNTY OF CUYAHOGA)

I, the undersigned a Notary Public in and for said County and State, do hereby certify that ERIC D. EDLUND, the VICE PRESIDENT of Ohio Savings Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT appeared before me this day in person and acknowledged that such person signed and delivered said instrument as such person's free and voluntary act, and as the free and voluntary act of Ohio Savings Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of December, 2004.


Notary Public

(SEAL)

JEFFREY L. MORGAN, Attorney-At-Law
Notary Public - State of Ohio
My commission has no expiration date.
O.R.C. sec. 147.03

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EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

Parcel 1 (1319 S. Prairie Private):

THAT PART OF LOT 51 IN MUSEUM PARK SUBDIVISION BEING A RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE IN CONOR'S SUBDIVISION, A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 51; THENCE NORTH 00° 00' 00" EAST ALONG THE WEST LINE 59.59 FEET; THENCE NORTH 90° 00' 00" EAST 41.75 FEET; THENCE SOUTH 00° 00' 00" EAST 22.91 FEET; THENCE SOUTH 90° 00' 00" WEST 11.27 FEET; THENCE SOUTH 00° 00' 00" EAST 36.68 FEET; TO THE SOUTH LINE OF SAID LOT; THENCE SOUTH 00° 00' 00" WEST ALONG THE SOUTH LINE 30.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS PROPOSED LOT 2 IN MUSEUM PARK SUBDIVISION NUMBER 2 BEING A PENDING SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF LOTS 47 TO 57 INCLUSIVE, OUTLOT 4, OUTLOT 6, AND PART OF OUTLOT 2 IN MUSEUM PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22 AFORESAID IN COOK COUNTY, ILLINOIS.

Parcel 2 (1321 S. Prairie Private):

THAT PART OF LOT 51 IN MUSEUM PARK SUBDIVISION BEING A RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE IN CONOR'S SUBDIVISION, A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 51; THENCE NORTH 90° 00' 00" EAST ALONG THE SOUTH LINE 30.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90° 00' 00" EAST ALONG SAID SOUTH LINE 34.0 FEET; THENCE NORTH 00° 00' 00" EAST 37.09 FEET; THENCE SOUTH 90° 00' 00" WEST 22.73 FEET; THENCE SOUTH 00° 00' 00" EAST 0.41 FEET; THENCE SOUTH 90° 00' 00" WEST 11.27 FEET; THENCE SOUTH 00° 00' 00" 36.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS PROPOSED LOT 3 IN MUSEUM PARK SUBDIVISION NUMBER 2 BEING A PENDING SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF LOTS 47 TO 57 INCLUSIVE, OUTLOT 4, OUTLOT 6, AND PART OF OUTLOT 2 IN MUSEUM PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22 AFORESAID IN COOK COUNTY, ILLINOIS.

Parcel 3 (1323 S. Prairie Private):

THAT PART OF LOT 51 IN MUSEUM PARK SUBDIVISION BEING A RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE IN CONOR'S SUBDIVISION, A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 51; THENCE NORTH 90° 00' 00" EAST ALONG THE SOUTH LINE 64.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90° 00' 00" EAST ALONG SAID SOUTH LINE 34.0 FEET; THENCE NORTH 00° 00' 00" EAST 37.09 FEET; THENCE SOUTH 90° 00' 00" WEST 34.00 FEET; THENCE SOUTH 00° 00' 00" EAST 37.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS PROPOSED LOT 4 IN MUSEUM PARK SUBDIVISION NUMBER 2 BEING A PENDING SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF LOTS 47 TO 57 INCLUSIVE, OUTLOT 4, OUTLOT 6, AND PART OF OUTLOT 2 IN MUSEUM PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22 AFORESAID IN COOK COUNTY, ILLINOIS.

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Parcel 4 (1325 S. Prairie Private):

THAT PART OF LOT 51 IN MUSEUM PARK SUBDIVISION BEING A RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE IN CONOR'S SUBDIVISION, A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 51; THENCE NORTH 90° 00' 00" EAST ALONG THE SOUTH LINE 98.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90° 00' 00" EAST ALONG SAID SOUTH LINE 27.69 FEET; THENCE NORTH 00° 00' 00" EAST 6.67 FEET; THENCE NORTH 90° 00' 00" EAST 6.94 FEET; THENCE NORTH 00° 00' 00" EAST 14.57 FEET; THENCE NORTH 90° 00' 00" EAST 2.19 FEET; THENCE NORTH 00° 00' 00" EAST 15.85 FEET; THENCE NORTH 90° 00' 00" WEST 36.82 FEET; THENCE SOUTH 00° 00' 00" EAST 37.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS PROPOSED LOT 5 IN MUSEUM PARK SUBDIVISION NUMBER 2 BEING A PENDING SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A RESUBDIVISION OF LOTS 47 TO 57 INCLUSIVE, OUTLOT 4, OUTLOT 6, AND PART OF OUTLOT 2 IN MUSEUM PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22 AFORESAID IN COOK COUNTY, ILLINOIS.

Commonly known as: 1319, 1321, 1323 and 1325 South Prairie Private, Chicago, Illinois

P.I.N. 17-22-110-086/087-0000 (Note: Affects the underlying land and other property)

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EXHIBIT "B"

PLAT OF SURVEY

Attached.

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EXHIBIT

ATTACHED TO

31 - Pg

1 - 64

32 - Total

DOCUMENT

SEE PLAT INDEX