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TO:

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Chicago, Illinois 60611

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Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 07/26/2005 01:47 PM Pg: 1 of 6



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DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (this "Declaration") is made as of this 18th day of July, 2005, by Cole Taylor Bank, not individually but solely as Trustee under Trust Agreement dated September 7, 2004 and known as Trust No. 01-041194 (the "Declarant").

* Chicago Title Land Trust Company, as Successor Trustee to

WITNESSETH:

A. Declarant is fee owner of that certain real property commonly known as 1931 North Halsted, Chicago, Illinois, which property is more particularly described on Exhibit A attached hereto and made a part hereof (the "West Parcel").

B. Declarant is fee owner of that certain real property located adjacent to the West Parcel, which property is commonly known as 1930 North Burling, Chicago, Illinois and is more particularly described on Exhibit B attached hereto and made a part hereof (the "East Parcel"; together with the West Parcel, the "Parcels").

C. In connection with the sale of the East Parcel, Declarant desires to subject the West Parcel to the covenants, conditions and restrictions set forth herein.

NOW, THEREFORE, Declarant does hereby declare that the West Parcel is and shall at all times remain and shall be held, sold, leased, used, occupied, mortgaged and conveyed subject to covenants, conditions and restrictions hereinafter set forth:

1. Incorporation of Recitals. The recitals set forth in the foregoing preambles are specifically incorporated into and made a part of this Declaration as though the same were fully set forth in this paragraph.

2. Restrictions on the West Parcel.

a. Use. The West Parcel shall not be sold or leased to a business whose primary purpose is the sale of food.

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b. Building Height. No building (including mechanicals) on the West Parcel shall exceed thirty-five (35) feet in height.

c. Building Façade. The east-facing façade of any building constructed on the West Parcel shall be brick and shall have no windows.

3. Construction of Dividing Wall. Subject to applicable laws and ordinances, Declarant shall construct a masonry brick wall (the "**Dividing Wall**") no less than ten (10) feet in height along the eastern boundary of the West Parcel prior to the opening of any business on the West Parcel. The fee owner of the East Parcel (subsequent to the sale of the East Parcel by the Declarant, the "**East Parcel Owner**"), at its sole cost and expense, shall be responsible for (i) applying a façade to the east-facing portion of the Dividing Wall, (ii) installing a cap on the Dividing Wall, subject to the reasonable approval of the Declarant, and (iii) maintaining and repairing such cap and the east-facing portion of the Dividing Wall. Declarant, at its sole cost and expense, shall be responsible for applying a façade to the west-facing portion of the Dividing Wall and for maintaining and repairing any portions of the Dividing Wall not expressly the responsibility of the East Parcel Owner hereunder. Declarant hereby grants the East Parcel Owner an exclusive non-reciprocal easement to enter onto the West Parcel, following forty-eight (48) hours' prior written notice to the Declarant, solely for the purpose of fulfilling its obligations hereunder with respect to the Dividing Wall; provided, however, that the East Parcel Owner shall indemnify and hold harmless Declarant from and against any damages, costs, and/or liabilities suffered by Declarant in connection therewith and the East Parcel Owner shall not unreasonably interfere with the Declarant's construction on the West Parcel or the use of the West Parcel by the Declarant or any tenant.

4. Persons Subject to Declaration; Runs With Land. All present and future owners, occupants or grantees of the West Parcel shall be subject to, and shall comply with, the provisions of this Declaration. Acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any building on the West Parcel shall constitute an agreement that the provisions of this Declaration, as the same may be amended from time to time, are accepted and ratified by such owner, occupant, or grantee, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any interest or estate therein, as though such provision were recited and stipulated at length in each and every deed, conveyance or lease thereof.

5. Severability. If any of the covenants, conditions, restrictions or terms of this Declaration shall be found void or unenforceable for any reason by any court of law or of equity, then every other covenant, condition, restriction or term herein set forth shall remain valid and binding, and in such event, such covenants, conditions restrictions or terms shall be given effect to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition, restriction or term.

6. Governing Law. This Declaration shall be governed by and construed in accordance with the internal laws of the State of Illinois.

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8. Captions. The captions of this Declaration are for convenience of reference only and do not in any way limit or amplify the terms hereof.

9. Trustee Exculpation. This Declaration is executed by Cole Taylor Bank, as Trustee as aforesaid, in exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any personal liability on said bank, any such liability being payable or enforceable solely against the property which is the subject matter of said trust.

10. Amendment. This Declaration may only be amended by an instrument executed by the Declarant and the East Parcel Owner.

11. Legal Fees. In the event of a dispute related to this Declaration between the Declarant and the East Parcel Owner, the prevailing party in any action or proceeding in any court in connection therewith shall be entitled to recover from such other party its costs and expenses, including reasonable legal fees and associated court costs.

12. Successors and Assigns. Whether or not specific reference is made to successors and assigns in each term or provision of this Declaration, all of the terms and provisions of this Declaration shall be binding upon and inure to the benefit of the successors and assigns of the Declarant and the East Parcel Owner.

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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed as of the date first above written.



CHICAGO TITLE LAND TRUST COMPANY, as Successor Trustee to COLE TAYLOR BANK, not individually but solely as Trustee under Trust Agreement dated September 7, 2004 and known as Trust No. 01- 041194

By: Joseph F. Sochacki
Name: Joseph F. Sochacki
Its: Asst. Vice President

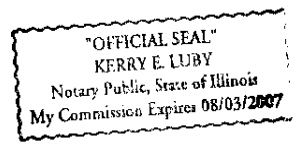
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kerry E. Luby, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph F. Sochacki, an Asst. Vice President of CHICAGO TITLE LAND TRUST COMPANY, 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 he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 19th day of July, 2005.
Kerry E. Luby
Notary Public

My Commission Expires: _____



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 29, 30, 31, 32, 33, 34 AND 35 (EXCEPT THE EAST 147.00 FEET THEREOF) IN SUBDIVISION OF THE WEST HALF OF LOTS 20 TO 24 IN BLOCK 24 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1931 NORTH HALSTED STREET, CHICAGO, ILLINOIS

PERMANENT INDEX NUMBER:

14-33-300-012-0000 (affects property in question and other property)

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EXHIBIT B

LEGAL DESCRIPTION

THE EAST 147.00 FEET OF LOTS 29, 30, 31, 32, 33, 34 AND 35 IN SUBDIVISION OF THE WEST HALF OF LOTS 20 TO 24 IN BLOCK 24 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1930 NORTH BURLING STREET, CHICAGO, ILLINOIS

PERMANENT INDEX NUMBER:

14-33-300-012-0000 (affects property in question and other property)