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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RECIPROCAL EASEMENTS FOR 2607-2617 PRAIRIE AVENUE
EVANSTON, ILLINOIS 60201**

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This document prepared by and return to:
Andrew D. Werth
Andrew D. Werth and Associates
2822 Central Street
Evanston, IL. 60201
Telephone: 847-866-0124

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 2607-2617 PRAIRIE AVENUE EVANSTON, ILLINOIS 60201

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS ("Declaration") is made and entered into as of the date of execution stated on the signature page to this document, by EVANSTON PRAIRIE I, LLC, an Illinois limited liability company ("Declarant").

RECITALS:

A. Capitalized terms used and not otherwise defined in the Recitals shall have the meanings set forth in Article 1 hereof.

B. Declarant is the legal titleholder of the Total Parcel, which is situated in Evanston, Cook County, Illinois and legally described in Exhibit A, hereto.

C. The Total Parcel is or will be improved with a four (4)-story building which contains or will contain thirteen (13) residential condominium units on floors two, three and four, and twenty-two (22) condominium parking units on the ground floor of the building, and which building includes or will include certain commercial space on the ground (first) floor of the building.

D. Declarant intends either to hold title to the Commercial Property (defined below) itself or to convey title to the Commercial Property to one or more third parties, which may be affiliated with Declarant, but not to submit the Commercial Property to the Act.

E. Declarant intends to submit the Residential Property to the Act and will record a Declaration of Condominium Ownership and Easements, Restrictions, and By-Laws for The Prairie Central Condominium, which shall be subject to this Declaration

F. Neither the Residential Property (defined below) nor the Commercial Property will be structurally and/or functionally independent of the other, and each will depend upon the other, to some extent, for structural support, enclosure, ingress and egress, utility services and certain other facilities and components necessary for the efficient operation and intended use of the Residential Property and the Commercial Property.

G. Declarant desires by this Declaration to provide for the efficient operations of the Commercial Property and the Residential Property, to assure the harmonious relationship of the Owners of each such Property; and to protect the respective values of each such Property, by providing for, declaring and creating (i) certain easements, covenants and restrictions against and affecting the Residential Property which will be binding upon each present and future Owner of the Residential Property, or of any portion thereof or interest or estate therein, and which will inure to the benefit of each of the present and future Owners of the Commercial Property, or of any portion thereof or interest or estate therein, to the extent provided herein, and (ii) certain easements, covenants and restrictions against and affecting the Commercial Property, which will be binding upon each present and future Owner of the Commercial Property, or of any portion thereof or interest or estate therein, and which will inure to the benefit of each of the present and future Owners of the Residential Property, or of any portion thereof or interest or estate therein, including any Unit in the Residential Property.

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H. The Total Parcel, and the parties, are subject to the City of Evanston Ordinance 53-0-06 ("Ordinance") approving an amendment to the Zoning Map to Rezone 2607 to 2617 Prairie Avenue from a C2 Commercial District to a B2 Business District, and Granting a Special Use for Planned Development at 2607 to 2617 Prairie Avenue

NOW, THEREFORE, Declarant hereby declares that the Total Property and any part thereof is and shall be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed and accepted subject to this Declaration, and declares that each of the following easements, covenants, conditions, restrictions, burdens, uses, privileges, and charges created hereunder shall exist at all times hereafter amongst, and be binding upon and inure, to the extent provided herein, to the benefit of, all parties having or acquiring any right title or interest in or to any portion of, or interest or estate in, the Total Property and each of the foregoing shall run with the land subjected to this Declaration.

ARTICLE 1 DEFINITIONS

As used herein, the following terms shall have the following meanings:

1.1 "Act" means the Condominium Property Act of the State of Illinois in effect on the date hereof, as amended from time to time.

1.2 "Alterations" means changes, modifications, additions, alterations or improvements to the Commercial Property or the Residential Property.

1.3 "Building" means all improvements on the Total Parcel, including but not limited to the Residential Property, the Commercial Property, Facilities, sidewalks, walkways, driveways and landscaping now or hereafter located in, on, under, within, about or upon the Total Parcel, including all alterations, rebuildings, replacements and additions thereto.

1.4 "Commercial Improvements" means all improvements constructed within and upon the Commercial Parcel. In the event of any reconstruction of the Commercial Improvements pursuant to Article 9 or Article 10, the Commercial Improvements shall include any such improvements reconstructed on the Commercial Parcel.

1.5 "Commercial Parcel" means that part of the Total Parcel located on the first floor of the Building, legally described in Exhibit B hereto.

1.6 "Commercial Property" means the Commercial Parcel improved with the Commercial Improvements.

1.7 "Common Elements" means all portions of the Residential Property submitted from time to time to the Act pursuant to the Condominium Declaration, except the Units.

1.8 "Common Walls, Floors and Ceilings" means all common structural and partition walls, floors and ceilings situated on, common to and/or adjoining the Condominium Property and the Commercial Property, or located on one such property but forming the walls, floors or ceilings of the other property.

1.9 "Condominium Association" means the **Prairie Central Condominium Association, Inc.**, an Illinois not-for-profit corporation formed for the purpose of administering the Residential Property pursuant to the Act. The Condominium Association shall be the agent and representative of the Owners of the

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Residential Property whenever there is more than one Owner of the Residential Property. In such instances, whenever this Declaration requires or allows for actions to be taken by the Owner of the Residential Property, the Condominium Association shall be the party to act for and on behalf of the Owners of the Residential Property.

1.10 "Condominium Declaration" means that certain Declaration of Condominium Ownership, Easements, Restrictions and By-Laws for the **Prairie Central Condominium** recorded after this document in the Office of the Recorder of Deeds of Cook County, Illinois, as may be amended from time to time, or any declaration of condominium ownership and of easements, restrictions, covenants and by-laws which submits the Residential Property to the provisions of the Act, together with any amendments and supplements thereto.

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

1.12 "Creditor Owner", except where otherwise defined herein in a specific context, means the Owner to whom a payment of money or other duty or obligation is owed under this Declaration by the other Owner who has failed to make such payment or to perform such duty or obligation as and when required hereunder.

1.13 "Declarant" means **Evanston Prairie I, LLC**, an Illinois limited liability company, their successors and assigns and any other person or entity designated by Declarant to be Declarant.

1.14 "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, including all exhibits, amendments and supplement thereto.

1.15 "Defaulting Owner", except where otherwise defined herein in a specific context, means the Owner who has failed to make a payment of money owed under this Declaration to the other Owner or has failed to perform any of its duties or obligations as and when required under this Declaration.

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

1.17 "Emergency Situation" means a damage, act, event or situation impairing or imminently likely to impair services, utilities, access or the structural support, use or safety of the Building or causing or imminently likely to cause bodily injury to persons or substantial physical damage to the Total Property or any property in, on, under, within, upon or about the Total Property. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

1.18 "Facilities" means all components, and any replacements or substitutions, of the domestic water, fire protection, sanitary waste, storm water, electrical, gas, life safety, telephone, cable television system, master antenna, , emergency power, elevator, trash removal, heating, air conditioning and all other utilities and systems forming a part of the Building and designed or used to furnish utility and other services to any portion of the Building, including but not limited to the following components of such systems: access points and places, antennae, boilers, boxes, brackets, cabinets, cables, chases, chutes, coils, compressors, conduits, connections, controls, control centers, couplers, dampers, devices, ducts, equipment, fans, fixtures, flues, furnaces, generators, hangers, heat exchangers, intake devices, junctions, junction boxes, lines, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, spaces, switches, systems, transformers, valves, vents, wiring and the like.

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1.19 "Improvements" means the Residential Improvements and the Commercial Improvements.

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

1.21 "Mortgage" means a mortgage or trust deed in the nature of a mortgage on the Residential Property or on the Commercial Property, but shall not include a mortgage or trust deed on a Unit (as defined in the Condominium Declaration) in the Residential Property.

1.22 "Mortgagee" means the holder of a Mortgage.

1.23 "Owner" or "Owners" means either the Owner of the Residential Property or the Owner of the Commercial Property, as the context requires.

1.24 "Owner of the Commercial Property" means the person or entity (or persons or entities if more than one) at any time in question, holding fee simple title to the Commercial Property.

1.25 "Owner of the Residential Property" means the person or entity (or persons or entities if more than one) at any time in question, holding fee simple title to the Residential Property. If, and so long as, the Residential Property has been submitted to and remains subject to the provisions of the Act, the Owner of the Residential Property shall mean all of the Unit Owners of the Association collectively, and not individually. Whenever actions are or must be taken by or on behalf of the Owners of the Residential Property, the Condominium Association shall act for and on behalf of the Owners of the Residential Property and shall be the sole authorized representative and agent of the Owners of the Residential Property in connection with this Declaration.

1.26 "Parcel" means the parcel of real estate legally described on Exhibit A attached hereto.

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

1.28 "Residential Improvements" means all improvements constructed within and upon the Residential Parcel. In the event of any reconstruction of the Residential Improvements pursuant to Article 9 or Article 10, the Residential Improvements shall include any such improvements reconstructed on the Residential Parcel.

1.29 "Residential Parcel" means that portion of the Total Parcel legally described on Exhibit C attached hereto.

1.30 "Residential Property" means the Residential Parcel improved with the Residential Improvements.

1.31 "Total Parcel" means the Residential Parcel and the Commercial Parcel and is legally described in Exhibit A hereto.

1.32 "Total Property" means the Residential Property and the Commercial Property.

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1.33 "Unavoidable Delay" means fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, lockouts, inability to obtain labor or materials, war or national defense preemptions, acts of God, energy shortages or similar causes beyond the reasonable control of an Owner (other than inability to make payment of money) which excuses the timely performance of any obligation created hereunder. The time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. The Owner unable to perform shall notify the other Owner in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. Such nonperforming Owner shall, from time to time upon written request of the other Owner, keep the other Owner fully informed, in writing, of all further developments concerning any such Unavoidable Delay.

1.34 "Unit" means a part of the Condominium Property described as a "Unit" in the Condominium Declaration.

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

1.36 "Unit Ownership" means a part of any portion of the Condominium Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

ARTICLE 2 EASEMENTS IN FAVOR OF THE COMMERCIAL PROPERTY

2.1 The following perpetual Easements in, to, under, over, upon, through and about portions of the Residential Property in favor of the Commercial Property are hereby granted, reserved, declared and created:

(a) A non-exclusive Easement in and to all structural members, footings, caissons, foundations, column and beams and any other supporting components located in or constituting a part of the Residential Property, for the construction, use, structure, support and Maintenance of: (i) the Commercial Property; and, (ii) any Facilities located in the Residential Property with respect to which the Owner of the Commercial Property is granted an Easement under this Agreement.

(b) A non-exclusive Easement for access to and the use for their intended purposes of all Facilities at any time located in the Residential Property and connected to Facilities located in the Commercial Property (and any replacement thereof), which provide or shall be necessary to provide the Commercial Property with any utilities or other services or which may otherwise be necessary or desirable to the operation and use and enjoyment of the Commercial Property.

(c) A non-exclusive Easement, permitting encroachments if and to the extent that, by reason of the original construction of the Building, any reconstruction thereof, minor surveying errors, or the subsequent settlement or shifting of any part of the Building, any part of the Commercial Property encroaches or shall hereafter encroach upon any part of the Residential Property. Such easement to maintain encroachments shall exist only as long as the encroaching portion of the Building continues to exist.

(d) A non-exclusive Easement (i) in and to all Common Walls, Floors and Ceilings serving the Commercial Parcel and (ii) for the use of such Common Walls, Floors and Ceilings.

(e) A non-exclusive Easement for ingress and egress by persons, pets, personal property, materials and equipment over, on, across and through the exterior of the Residential Property, over, upon and through the sidewalks, walkways or driveways located within or adjacent to the Building, to the extent reasonably

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necessary for access to and from public sidewalks for the purpose of use of the Commercial Property by the Owner of the Commercial Property or commercial tenants and deliveries to the Owner or commercial tenants.

(f) A non-exclusive easement over, on, across and through the Residential Property to the extent reasonably necessary (i) to permit the maintenance, repair, replacement, restoration, construction and/or reconstruction of the Commercial Property as required or permitted pursuant to this Declaration, or, (ii) during an Emergency Situation, or (iii) to construct and maintain substitute or additional structural support required by Article 5 hereof.

(g) A non-exclusive easement to have access to, and receive audio, video, internet or other similar programming provided by the master television antenna system and/or cable system located in the Condominium Property; provided, however, that the Commercial Property Owner or its tenants must pay any applicable user charges and fees related to said cable and/or antenna services.

(h) A non-exclusive easement for the use of Commercial Property Maintenance and related equipment located on the roof of the Building for the purposes of Maintenance of the Commercial Property or Commercial Property Facilities.

(i) A non-exclusive easement for the use of materials, equipment, grease pipes, grease basins, water pipes, electrical pipes and similar or related equipment over, on, across and through portions of the Residential Property, including the right to access such pipes and equipment, if any.

(j) A non-exclusive easement for (i) the installation, use and Maintenance of ducts, vents and air conditioning equipment within the Condominium Property if so installed by the Declarant and (ii) the use of such venting systems within the Condominium Property to carry exhaust air from the Commercial Property to carry exhaust air from the Commercial Property to the roof of the Residential Building.

(k) A non-exclusive Easement on, over, across and through the Condominium Property to access and use the trash room and trash facilities within the Residential Property for the transportation and discarding of refuse and trash from the Commercial Property to the extent such trash room or trash facilities are located or pass through the Residential Property, including use of a designated portion of the trash room for short term storage (not to exceed seventy-two (72) hours) of boxes and shipping containers and other recycleable materials used in the business of the Owner or occupant of the Commercial Property.

(l) A non-exclusive easement for ingress, egress and access to the Commercial Property's electrical room systems that may be located on the Residential Property for the installation, maintenance, repair and/or replacement of electrical systems servicing the Commercial Property.

(m) A non-exclusive easement to the Commercial Property Owner and its employees, tenants and guests (to the extent such persons use a parking space within the Parking Area of the Residential Condominium owned by the Commercial Property Owner or pursuant to a lease, sublease or similar arrangement with a Unit Owner or the Condominium Association) for ingress and egress for persons, vehicles, in, over, on, across and through (i) the Parking Area located within the Residential Building, (ii) the corridors connecting the Parking Area with the Commercial Property in order to (a) access and use the Parking Area and (b) provide access to and from the Parking Area and the Commercial Property.

(n) A non-exclusive easement for ingress, egress and access by persons, material and equipment over, on, across and through any corridors, hallways or perimeter doors and/or vestibules serving the Commercial Property.

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2.2 Each Easement created under this Article which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Residential Property shall be subject (except in an Emergency Situation) to such reasonable limitations as the Owner of the Residential Property may, from time to time, after consultation with the Owner of the Commercial Property, impose with respect to the establishment of limited paths of ingress and egress and limited hours of the day or days of the week during which such Easements may be used to prevent any unreasonable interference with the use and operation of the Residential Property, and in order to assure the reasonable security of the Residential Property; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any such Easement. The Owner of the Residential Property shall provide to the Owners of the Commercial Property such keys, key cards, access codes, and other means of access to doorways and common area passage ways for the reasonable use and enjoyment of the Easement rights granted hereunder.

2.3 Easements provided for, declared or created under this Article 2 shall be binding in perpetuity upon the Residential Property and each Owner of the Residential Property and shall run in favor of and inure to the benefit of and be appurtenant to each Owner of a Commercial Unit within the Commercial Property, and each portion thereof.

ARTICLE 3 EASEMENTS IN FAVOR OF THE RESIDENTIAL PROPERTY

3.1 The following perpetual Easements in, to, under, over, upon, through and about portions of the Commercial Property in favor of the Residential Property are hereby granted:

- (a) A non-exclusive Easement in and to all structural members, footings, caissons, foundations, column and beams and any other supporting components located in or constituting a part of the Commercial Property for the support and Maintenance of: (i) the Residential Improvements; and, (ii) any Facilities located in the Commercial Property with respect to which the Owner of the Residential Property is granted an Easement under this Agreement.
- (b) A non-exclusive Easement for access to and the use for their intended purposes and Maintenance of all Facilities at any time located in the Commercial Property and connected to Facilities at any time located in the Residential Property (and any replacement thereof) which provide or shall be necessary to provide the Residential Property with any utilities or other services or which may otherwise be necessary to the operation of the Residential Property.
- (c) A non-exclusive easement permitting encroachments if and to the extent that by reason of the original construction of the Building, any reconstruction thereof, or the subsequent settlement or shifting of any part of the Building, any part of the Residential Improvements encroaches or shall hereafter encroach upon any part of the Commercial Property. Such easement to maintain encroachments shall exist only as long as the encroaching portion of the Residential Improvements continues to exist.
- (d) A non-exclusive Easement (i) in and to all Common Walls, Floors and Ceilings serving the Residential Property, and (ii) for the use of such Common Walls, Floors and Ceilings.
- (e) A non-exclusive easement for pedestrian ingress and egress over, on, across and through the Commercial Property to the extent reasonably necessary (i) to permit the construction, maintenance, repair, replacement, restoration or reconstruction of the Residential Property as required or permitted pursuant to this Declaration, or (ii) during an Emergency Situation, (iii) to provide access to the Facilities serving the Residential Property, or (iv) to construct and maintain substitute or additional structural support required by Article 5 hereof.

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(f) A non-exclusive easement for ingress, egress and Maintenance for persons, material and equipment over, on, or across and through the exterior of the Commercial Property to the extent necessary to permit construction, Maintenance, repair, replacement, restoration, reconstruction or cleaning of the exterior of the Building, or any portion thereof, exterior windows and façade of the Building, or any portion thereof.

(g) A non-exclusive Easement for ingress, egress and Maintenance for persons, material and equipment over, on or across and through the Commercial Property to the extent necessary to permit Maintenance, repair, replacement, restoration or reconstruction of the duct work, pipes, wires and equipment located above or behind walls and ceilings of the Commercial Property or located in the Residential Property but accessible only through the Commercial Property.

(h) A non-exclusive Easement for ingress, egress and Maintenance for persons, material and equipment over, on or across and through the exterior of the Commercial Property to the extent necessary to provide access to the roofs either forming part of or located above the Commercial Property for the purposes of roof Maintenance, repair, replacement, restoration or reconstruction of such roofs or any other Facilities located on said roofs.

3.2 Each Easement created under this Article for ingress and egress on, over, across or through the Commercial Property shall be subject (except in an Emergency Situation) to such reasonable limitations as the Owner of the Commercial Property may, from time to time after consultation with the Owner of the Residential Property, impose for limited paths of ingress and egress and limited hours of the day or days of the week to prevent any unreasonable interference with the use and operation of the Commercial Improvements and to assure the reasonable security of the Commercial Improvements; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any such Easement.

3.3 Easements provided for, declared or created under Article 3 shall be binding upon the Commercial Property and each Owner of the Commercial Property, and all such Easements (i) shall run in favor of and inure to the benefit of and be appurtenant to the Residential Property, and (ii) if and so long as the Residential Property is submitted to the Act, shall be part of the Common Elements attributable to the Residential Property.

ARTICLE 4 ASSOCIATION ACTING FOR UNIT OWNERS

So long as the Residential Property is subject to the provisions of the Act, all rights, Easements and benefits under this Declaration appurtenant to or enjoyed by the Condominium Property shall be exercised by the Board of Directors on behalf of the Unit Owners, except for such rights or benefits expressly granted to Unit Owners, and except for Easements which by their nature are exercisable only by Unit Owners. Any action to enforce rights, obligations, Easements, burdens and benefits under this Declaration on behalf of the Unit Owners or the Association shall be taken solely by its duly authorized directors and officers acting pursuant to authority granted by law, the Condominium Declaration or resolution of the Board of Directors of the Condominium Property. All obligations of the Owner of the Residential Property under this Declaration shall be the joint and several obligations of the Association and the Unit Owners.

ARTICLE 5 SERVICES BY OWNER OF RESIDENTIAL PROPERTY AND BY OWNER OF COMMERCIAL PROPERTY

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5.1 The Owner of the Residential Property shall furnish, or cause to be furnished, as and when necessary, the following services to the Owner of the Commercial Property when, as and if required and on the same basis as such services are provided to residents of the Residential Property:

- (a) Support Components. Maintenance, repair and replacement of the roof, parapets and down spouts of the Building, the storm lines and drains, the structural members, caissons, foundations, columns and beams and any other support components of the Building.
- (b) Landscaping and Snow Removal. Maintenance of exterior landscaping on the Total Property and snow removal in front of all areas of the Building in accordance with the requirements of City of Evanston Code and Ordinances. If at any time the Owner of the Commercial Property requires, requests or uses snow removal service in addition to the snow removal required to be provided by the Owner of the Residential Property pursuant to this Article 5.1(b), the provisions of Article 5.4(d) herein shall apply.
- (c) Utilities and Other Similar Services. Maintenance of all Facilities located in the Residential Property and connected with Facilities located in the Commercial Property, including without limitation, the exhaust, toilet, plumbing and other vents, furnace, hot water heater and other flues and the mechanical, plumbing and electrical systems in the Building. Included in such obligation is the Maintenance of any trash rooms, utility or submeter rooms or areas and other areas of the Building with shared Facilities and the Maintenance of Facilities prior to and at the point where such Facilities have been divided, separated or submetered between the Commercial Property and the Residential Property.
- (d) City Water and Main Sewer. Cold water and main sewer service from the City and required by the Owner of the Commercial Property from the City main through the water supply system located in the Building ("Building Water Supply Systems"). In the event that the Commercial Building is separately sub-metered for domestic cold water use, the Commercial Property Owner shall pay only for its actual usage of City cold water and main sewer services. If there is one invoice for said services for the Commercial and Residential properties, the Residential Property shall pay said invoice and the Commercial Property shall reimburse the Residential Property for its actual usage. The Owner of the Residential Property also shall have the Maintenance obligations of all water lines from the Total Parcel's boundary line to the point of connection to the meters. From the point of connection to such meters forward to the tap or other end point, Maintenance of such water system shall be the responsibility of the party served by such meter; provided, however, that each such party shall have Easement for the Maintenance of such meter and the other Facilities necessary for supplying hot and cold water to such party's portion of the Total Property.
- (e) Exterior Walls/Façade of the Building. Maintenance, repair and replacement of the Building's façade, including tuckpointing, and caulking (but not including repair or replacement of windows, and window systems and components, doors and door frames, awnings, or signage and related fixtures adjacent to and serving exclusively the Commercial Property, which shall be the responsibility of the Owner of the Commercial Property).
- (f) Life Safety Systems. Maintenance, repair and replacement of all life safety systems, including smoke detectors, fire sprinkler systems, monitoring systems, and back-up generator/emergency lighting system serving the Building. To the extent such items are separately assessed to each Owner, each Owner is responsible for its respective systems.
- (g) Exterior Lighting. Maintenance of exterior lighting Fixtures and facilities and related equipment on the exterior of the Building (excluding exterior lighting controlled exclusively by the Owner of the

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Commercial Property, which shall be the sole responsibility of the Owner of the Commercial Property.

(h) Sanitary Waste Systems. Maintenance, repair and replacement of any portion of the Sanitary Waste Systems serving both the Commercial Property and the Residential Property.

(i) Trash Room. Maintenance of trash room and its related facilities and trash removal service. To the extent this item is separately assessed to each Owner, each Owner is responsible for its respective trash removal. The Owner of the Commercial Property shall be solely responsible for the cost of removal of its boxes and shipping containers and other recyclable materials which are permitted to be stored in the Trash Room on a short-term basis (no more than seventy-two (72) hours) in accordance with the provisions of Article 2.1(k) herein, and subject to the restrictions in Article 17.1(f) herein. **In the event of Excess Usage of the trash room and its related facilities and trash removal by the Owner of the Commercial Property, the provisions of Article 5.4(d) herein shall apply.**

(j) Adjacent Areas and Street Level. Maintenance of (i) the pavement and surfaces of the sidewalks and areas adjacent thereto located on property owned by the City, including curbs, driveways and landscaping thereon, landscaping and planters located thereon; (ii) street level pavement adjacent to the Building; (iii) removal of snow from sidewalks, stairways and driveways on all sidewalks and driveways around the perimeter of the Building, and (iv) keeping such sidewalks, driveways and street level entrances to the Building free from debris, snow and obstruction to pedestrian and vehicular traffic.

5.2 The Owner of the Commercial Property shall reasonably cooperate with the Owner of the Residential Property in its efforts to secure and furnish the foregoing services.

5.3 Each Owner shall make a good-faith effort to operate its Facilities and furnish all services as required under this Article in a manner which will provide each Owner with comfortable occupancy and enjoyment of its respective portion of the Building for its intended use as a first-class commercial or residential property; but in no event shall an Owner be obligated to use more than reasonable diligence in performing the services required of such Owner under this Article, or be liable for consequential damages for failure to perform hereunder or be liable for interruption or inadequacy of service, loss or damage to property or injury (including death) to any person for any reason. Each Owner obligated to furnish services hereunder reserves the right to curtail or halt the performance of any service hereunder at any reasonable time and upon reasonable notice to the extent reasonably necessary to perform Maintenance or in an Emergency Situation. Each Owner must act reasonably with respect to expenditures in excess of \$25,000.00 where the other Owner is responsible for an allocation of said cost.

5.4 The submission of statements for services rendered pursuant to this Article 5, provisions for payment thereof, and provisions for additional payments incurred in connection with such services and the operation, maintenance, repair and replacement of shared Facilities shall be made as follows:

(a) Allocation of Costs. Owner of the Commercial Property shall bear Five Percent (5%), and the Owner of the Residential Property shall bear Ninety Five Percent (95%) (such percentages based on the relative initial values as determined by the Developer of the Commercial Property and the Residential Property, respectively, in relation to the value of the Total Property), of the total cost of the services to be furnished, or caused to be furnished, by the Owner of the Residential Property as described in Paragraphs 5.1 of this Declaration.

(b) Submission and Payment of Statements. Owner of the Residential Property shall submit statements on or about the first day of each calendar month to the Owner of the Commercial Property for services agreed upon, rendered and actually paid for pursuant to Paragraph 5.1 of this Agreement, and said statements shall be paid by the Owner of the Commercial Property within thirty (30) days.

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(c) Inspection of Books. The Owner of the Commercial Property and the Owner of the Residential Property and their authorized representatives shall have the right at all reasonable times to review and examine the books and records of the other party pertaining to services and the amount and allocation of charges for services under this Article 5 and to inspect and examine the Facilities located in such other party's portion of the Total Property. Each Owner shall maintain detailed books and records. So long as the Residential Property is submitted to the Act, such review or examination may only be performed by the Association on behalf of the Unit Owners and not by an individual Unit Owner or Unit Owners. The Owner of the Commercial Property and the Owner of the Residential Property shall treat such books and records as confidential and shall not divulge the contents thereof to third parties except where required in the event of litigation or arbitration or otherwise pursuant to an order of a court of competent jurisdiction. The costs of such review or examination shall be born by the Owner requesting such review, unless such review discloses that charges for services by an Owner with respect to any annual period exceeded the proper charges by more than five percent (5%), in which event the Owner overcharging for services shall bear such cost.

(d) Excess Usage. If at any time the Owner of the Commercial Property requires, requests or uses services in addition to those services required to be provided by the Owner of the Residential Property pursuant to this Article 5, including without limitation, additional trash receptacles or trash service, and snow removal and Adjacent Areas and Street Level, the Owner of the Commercial Property shall bear the entire cost of such additional service and excess usage. Any additional or extra service provided by or for the Owner of the Commercial Property at its expense shall not relieve the Owner of the Residential Property of the cost and burden of providing those services required to be provided by the Owner of the Residential Property pursuant to this Article 5.

The Owner of the Residential Property shall notify the Owner of the Commercial Property in detail of its determination of such excess usage and the method for such determination at the time such Owner sends a notice or statement relating to such Maintenance. If within 30 days after receipt of such notice, the Owner of the Commercial Property does not, in good faith, dispute that such method of estimating usage has been determined reasonably, such determination of usage shall be final and conclusive upon the parties; provided, however, if the Owner of the Commercial Property, in good faith, disputes that the method of determining excess usage has been determined reasonably, he shall so notify the Owner of the Residential Property. If the parties fail to agree concerning the method of determining excess usage within 30 days after receipt of the disputing Owner's notice, then, the Owners shall submit the question to arbitration in accordance with Article 12 of this Agreement for its determination, which determination shall be final and binding on the Owners.

To the extent that the Owner of the Commercial Property elects or is required to cause the provision of additional or extra service, the Owners shall reasonably determine how to share the combined cost of the service required to be provided by the Owner of the Residential Property and the cost of the additional or extra service caused to be provided by the Owner of the Commercial Property. However, in no event shall the Owner of the Residential Property be required to pay more than the amount that would have been the Owner of the Residential Property's share of the cost had only the required level of services pursuant to this Article 5 been provided. If the Owners are unable to agree on the apportionment of such cost within thirty (30) days after notice to the other Owner of the cost of such additional or extra service, then, the Owners shall submit the question to arbitration in accordance with Article 12 of this Agreement for its determination, which determination shall be final and binding on the Owners.

5.5 If the Owner of the Residential Property shall fail to render the services described in Section 5.1 above to the Owner of the Commercial Property (except when such failure is caused by the Owner of the Commercial Property or Unavoidable Delay) and such failure shall continue for a period of thirty (30) days after written notice thereof to the Owner of the Residential Property ("Defaulting Owner"), the Owner of the Commercial Property shall have the right to undertake the performance of such services on its own for its own benefit and at its own cost and expense and thereafter to seek compensation from the Defaulting Owner of the Residential Property or to set off against other amounts which may be due to the Owner of the Residential Property. Such notice shall not be required in an Emergency Situation.

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5.6 If, at any time, the Owner of the Commercial Property shall fail to pay to the Owner of the Residential Property any sum of money payable to it pursuant to the terms of this Declaration for sixty (60) days after written notice from the Owner of the Residential Property demanding payment of said sum of money, then, subject to Section 11.4, the Owner of the Residential Property may, in addition to any other rights or remedies hereunder, discontinue furnishing of the services for which payment has not been received until said sum of money is paid.

5.7 In addition to the foregoing provisions of this Article 5, the Owner of the Commercial Property shall be solely responsible for all of the cost of the maintenance, repair, and replacement of its doors, windows and awnings, adjacent to and serving exclusively the Commercial Property, and other costs directly attributable to the Commercial Property. In order to maintain the architectural unity and aesthetic appearance of the Building, all maintenance, repair and replacement of the doors, windows and awning adjacent to and serving exclusively the Commercial Property, shall be done in a workmanlike manner with materials comparable to those used in the original doors, windows and/or awnings and shall conform in all respects to the laws or ordinances regulating construction and signage in force at the time of such maintenance, repair and/or replacement. No charge modification, addition, alteration, improvement or replacement of the doors, windows and awning adjacent to and serving exclusively the Commercial Property shall be made without prior notice to and written approval of the Owner of the Residential Property.

5.8 The Owner of the Residential Property and the Owner of the Commercial Property each shall be responsible for, and each shall furnish, or cause to be furnished, as and when necessary and at their own respective cost and expense, the following

Walls, Floors and Ceilings. Maintenance, repair and replacement of the Building interior walls, floors and ceilings exclusively appurtenant to their respective portions of the Building. Where such walls, floors and ceilings are shared in common, each party shall be responsible for such Maintenance, repair and replacement to the midpoint of such walls, floors and ceilings except where the legal description of the Commercial Property or the Residential Property, respectively, incorporates all or a different portion of such walls, floors and ceilings;

5.9 An Owner obligated to perform Maintenance of Facilities shall, in replacing Facilities, replace such Facilities with Facilities substantially equivalent or better and providing substantially the same or better quality of service.

5.10 The Commercial Property Owner shall be responsible for its own utilities, including electricity, but expressly excluding City water and main sewer, which must be provided by the Residential Property.

5.11 Each Owner shall be responsible for selecting competent, licensed (as required) and insured service contractors for the services to be rendered pursuant to this Article 5. Should either Owner decide in its sole discretion to change any such contractor for the services it is required to provide for the benefit of both Owners, said Owner shall tender to the other Owner thirty (30) days prior written notice of said change, and the Owner receiving notice shall have the right, without obligation on the Owner seeking to make said change, to submit the name(s) of additional/alternative contractors for the Owner seeking to make the change to consider.

5.12 If at any time the actual allocation of cost of Maintenance based on an Owner's usage recorded by meters cannot be determined because the meters or system for recording metered information are not installed or operative, then, for such period when the usage data from meters is unavailable, the Owner performing such Maintenance shall make such reasonable determination of costs based on usage, using such experts or systems as such Owner may consider helpful to achieve an estimate of usage. Such Owner shall notify the other Owner in detail of its determination of estimated usage and the method for such determination at the time such Owner sends a

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notice or statement relating to such Maintenance.

If within 30 days after receipt of such notice, the Owner receiving such notice does not, in good faith, dispute that such method of estimating usage has been determined reasonably, such determination of usage shall be final and conclusive upon the parties; provided, however, if an Owner receiving such notice, in good faith, disputes that the method of estimating usage has been determined reasonably, he shall so notify the other Owner. If the parties fail to agree concerning the method of estimating usage within 30 days after receipt of the disputing Owner's notice, then, the Owners shall submit the question to arbitration in accordance with Article 12 of this Agreement for its determination, which determination shall be final and binding on the Owners.

5.13. The services to be provided hereunder, the costs thereof and the allocation of such costs shall be jointly reviewed by the Owners upon the request of either Owner, but no less frequently than annually. If an Owner believes in good faith that the cost of any service or Maintenance item under this Agreement is not reasonably allocated between the Owner of the Commercial Property and the Owner of the Residential Property whether as a result of (a) obsolescence of any Facilities, (b) replacement of labor by Facilities, (c) any permanent substantial decrease or increase in use of Facilities by any Owner, (d) substantial alteration of the Building as a result of rebuilding following casualty or condemnation, or (e) any other similar circumstance or set of circumstances substantially changing the assumptions forming the basis of the cost allocations set forth herein, or otherwise, then Owners shall attempt in good faith to resolve such issue. If the Owners are unable to resolve such issue and reach agreement acceptable to both Owners, then the Owners shall submit the question to arbitration in accordance with Article 12 of this Agreement for its determination, which determination shall be final and binding on the Owners. Any change or modification to the services to be provided hereunder, the costs thereof and the allocation of such costs, whether by agreement of the Owners or by an arbitrator, shall be made by amendment to this Declaration in accordance with the provisions of Article 21.4(a) herein.

ARTICLE 6 STRUCTURAL SUPPORT

6.1 No Owner shall do or permit any act which would adversely affect or interrupt the use, structure, safety or integrity of the Building or the Facilities on any portion of the Parcel.

6.2 Except in the case in which Article 10 is applicable, if substitute or additional structural support or Facilities are required in any portion of the Building in which the structural support or Facilities shall have been reduced or the safety of any portion of the Building is endangered, then the Owner on whose Property the support or Facilities are located shall be responsible for construction in accordance with plans and specifications approved by (except insofar as the provisions of Article 16 would not require such approval) the Owner of the portion of the Total Property benefited thereby, and, subject to the provisions of Article 11 hereof, the Owner or Owners responsible for such reduction or endangerment shall pay all costs and expenses, including any architect's and other fees, in connection with construction of substitute or additional support. However, (a) if the responsible Owner cannot be determined, the Owner benefited by such structural support shall pay such costs and expenses, and (b) if the reduction in structural support giving rise to the need for such construction results from ordinary wear and tear, the Owner responsible pursuant to Article 9 for maintaining the Building requiring such repair shall pay such costs and expenses.

6.3 The Owner or Owners responsible for construction shall commence, within a reasonable time under the circumstances, the construction of such substitute or additional support or Facilities and shall keep the Total Property free of all mechanics lien claims, and having commenced such construction shall proceed diligently to cause the completion of such construction.

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6.4 If delay in constructing substitute or additional support would endanger the structural safety or integrity of any portions of the Building, then, without regard to which Owner shall be determined responsible for the reduction, the Owner of the portion of the Building in which the reduction shall have occurred or is then occurring shall, upon not less than ten (10) days' advance written notice to the other Owner (except that such advance written notice shall not be required in an Emergency Situation), provide substitute or additional structural support as and wherever may be required; provided, however, the responsible Owner shall be liable for and pay all costs and expenses incurred as a result of any required substitute or additional support. If the responsible Owner cannot be determined, or if both Owners are responsible, or if the reduction in structural support results from a defect in the original construction or design of the Building, an act of God or force majeure, then the Owners shall share the cost of providing substitute or additional structural support, including, without limitation, any fees of the Architect paid by the respective Owners as follows: the Owner of the Commercial Property shall bear Five Percent (5%) of said cost and the Owner of the Residential Property shall bear Ninety-Five Percent (95%) of said cost. The foregoing shall not be deemed to limit any rights any of the Owners may have against third parties.

6.5 If the Owners cannot within thirty (30) days agree on the allocation of responsibility among them, then the dispute shall be submitted to arbitration as provided for herein; provided, that, the party responsible for performing the required structural repairs shall continue to perform all necessary repair work during the pendency of such arbitration proceeding. Notwithstanding anything herein to the contrary, no Owner shall be responsible for nor have any liability in connection with the loss of use of the other portion of the Total Property during any period of reconstruction.

ARTICLE 7

COMPLIANCE WITH LAWS; REMOVAL OF LIENS; ZONING

7.1 The Owners shall each comply with all laws, statutes, codes, rules, orders, decrees, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of Illinois, County of Cook, City of Evanston and any other entity or agency now or hereafter having jurisdiction of the Total Parcel, the Building, or any portion thereof, if non-compliance by it with respect to its portion of the Total Property or any part thereof would subject the other Owner to civil or criminal liability, or would jeopardize the full force or effect of any certificate of occupancy issued to the other Owner or for the Building itself or would jeopardize the other Owner's right to occupy or use beneficially its portion of the Total Property or any part thereof, or would result in the imposition of a lien against any of the property of the other Owner or would impose any threat or danger to any person or property. Neither Owner shall take any action or omit to take any action which could adversely affect (including, without limitation, increase the cost of) any of the insurance maintained by the other Owner.

7.2 No Owner shall permit the filing of any mechanics, materialmen's or any other like lien on any other Owner's portion of the Total Property, or on its portion of the Total Property if the existence or foreclosure of such lien on its portion of the Total Property would adversely affect any Easement hereunder or services to be furnished pursuant to Article 4 hereof, arising by reason of its act or any work or materials which it has ordered. If an Owner fails to remove any such lien within thirty (30) days after the filing thereof, the other Owner may (but is not required to) take such action as the other Owner may deem necessary to remove such lien, including, without limitation, obtaining a title indemnity over such lien. Such Owner shall be entitled to reimbursement from the Owner who has failed to remove such lien for all costs and expenses incurred by such Owner in removing or attempting to remove such lien or in obtaining a title indemnity there over, plus interest at the Default Rate (defined below) from ninety (90) days after the date of payment of such costs and expenses by such Owner to the date of reimbursement to the other Owner. However, the Owner who has not paid such lien shall not be required to remove such lien within said thirty

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(30) day-period (and the other Owner shall not be entitled to remove such lien), provided that (i) the continuance of such lien shall not constitute a default under the documents securing a Mortgagee under the Mortgage; (ii) within said thirty (30) day period foreclosure proceedings relating to such lien cannot be completed; and (iii) the Owner responsible for the filing of such lien (A) shall in good faith diligently proceed to contest the same by appropriate proceedings and shall give written notice to the other Owner, and to a Mortgagee if required by applicable loan documents, of its intention to contest the validity or amount of such lien and (B) shall deliver to the other Owner or, if loan documents so provide, to a Mortgagee, either: (x) cash or a surety bond from a responsible surety company acceptable to the other Owner and a Mortgagee, if applicable, in an amount not less than one hundred fifty percent (150%) of the lien claim and all interest and penalties then accrued thereon or such greater amount as may reasonably be required to assure payment in full of the amount claimed, plus all penalties, interest and costs which may thereafter accrue by reason of such lien claim, (y) an endorsement to the other Owner's or Mortgagee's title insurance policy over such lien, or (z) other security reasonably acceptable to the other Owner and each Mortgagee, if applicable. The rights of an Owner under the preceding sentence to contest such lien without discharging the same shall terminate if: (1) the Owner fails to contest diligently and continuously, (2) final judgment is entered on behalf of the lien claimant, or (3) the existence of such liens shall constitute a default under the Mortgage, and in such event the Owner responsible for the filing of such lien shall cause such lien to be discharged or removed within ten (10) days after the occurrence of either of the events in clauses (1), (2) or (3) in this sentence and the other Owner shall have the right (but not the obligation) at any time after said ten (10)-day period to remove such lien and in such event be entitled to reimbursement in accordance with the applicable provisions hereunder. The costs and expenses referred to in this Section 6.2 shall include but not be limited to reasonable attorneys' fees.

7.3 Each Owner (hereinafter in this Section 7.3, the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify and hold harmless the other Owner (hereinafter in this Section 7.3, the "Indemnitee") from and against any and all claims against the Indemnitees for losses, liabilities (civil or criminal), damages, judgments, costs and expenses and any action or proceedings arising therefrom, by or on behalf of any person firm, corporation or governmental authority, other than the Indemnitee, arising from the Indemnifying Owner's use, possession or management of the Indemnifying Owner's portion of the Total Property or activities therein or arising out of the Indemnifying Owner's use, exercise or enjoyment of an Easement and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, the Indemnifying Owner, upon notice from the Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to the Indemnitee and to pay all reasonable fees and expenses of such counsel. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to Indemnitee. Indemnitee shall have the right to employ separate counsel in any such actions brought against Indemnitee, and the fees and expenses of such counsel shall be paid by Indemnitee.

7.4 The Owners shall each comply with all rules, regulations and requirements of any insurance rating bureau having jurisdiction over the Total Property or any portion thereof and the requirements of any insurance policy affecting insurance coverage on the other Owner's portion of the Total Property, if non-compliance by it with respect to its portion of the Total Property or any portion thereof would (i) increase the premiums of any policy of insurance maintained by the other Owner or the premiums of any policy of insurance maintained by both Owners, or (ii) render the other Owner's portion of the Total Property uninsurable, or (iii) create a valid defense to the other Owner's right to collect insurance proceeds under policies insuring such other Owner's portion of the Total Property; provided, that this paragraph shall not apply to insurance policies of individual Unit Owners; provided, further, however, that if such compliance is hereafter required solely because of the nature of the use, possession or management of or activities in the other Owner's portion of the Total Property, the other Owner shall be liable for the cost and expense of such compliance. If at any time an Owner so obligated to comply shall not proceed diligently with any such compliance and such failure to proceed shall adversely and materially affect the other Owner,

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then, any Creditor Owner may give written notice to the Defaulting Owner specifying the respect or respects in which the cure of such non-compliance is not proceeding diligently and, if upon expiration of 10 days after the receipt of such notice, any such cure of the non-compliance is still not proceeding diligently, then the Creditor Owner may cause such compliance to occur by taking all appropriate steps to carry out the same. The Creditor Owner shall be entitled to reimbursement upon demand from the Defaulting Owner for all costs and expenses incurred by the Creditor Owner in connection with causing any such compliance to occur.

7.5 Without limiting the provisions of Section 7.1, neither Owner shall make any Alterations (as that term is herein below defined in Article 1) or allow any use of their respective portions of the Total Property or take or fail to take any action which would violate the provisions of the Evanston Zoning Ordinance as said ordinance may be amended from time to time, or any similar or successor ordinance in effect from time to time hereafter and applicable to the Total Property or any portions thereof. The Residential Property and Commercial Property shall continue to be combined and treated as one zoning lot for the purposes of complying with the Evanston Zoning Ordinance. No Owner shall have the right to request or obtain any amendment to the Evanston Zoning Ordinance as applicable to any portions of the Total Property without the written consent of the other Owner.

ARTICLE 8 REAL ESTATE TAXES

8.1 The Owners shall make good faith efforts and cooperate with each other so that the Residential Property and the Commercial Property shall, when and as soon as possible, be assigned separate real estate tax index numbers and receive separate real estate tax bills from the Assessor of Cook County, Illinois (the "Assessor"). The parties hereto acknowledge that the submission of the Residential Property to the Act is intended to cause separate real estate tax bills and real estate tax index numbers to be applied for with respect to each Unit of the Residential Property and the parties will cooperate with the Assessor's efforts to so assign such real estate tax index numbers. When separate real estate tax bills are received, the Owner of the Commercial Property shall pay the real estate taxes, special assessments and any and all other taxes and assessments of every kind or nature levied upon the Commercial Property, and the Owner of Residential Property shall pay the real estate taxes, special assessments and any and all other taxes and assessments of every kind or nature levied upon the Residential Property. Each Unit Owner shall pay the real estate taxes, special assessments, and any and all other taxes and assessments of every kind and nature levied upon his Unit Ownership.

8.2 (A) At any time that the Commercial Property and the Residential Property are not separately assessed and taxed, each Owner shall pay its respective portion of such real estate taxes, special assessments and any and all other taxes and assessments ("taxes") of every kind or nature levied or with respect to the Total Property. Until a tax division has been completed, the assessed valuation with respect to the Total Property and the taxes computed thereon, and the cost of tax counsel and appraisal fees, if any, shall be allocated between the Owners and paid by the respective Owners as follows: Five Percent (5%) by the Owner of the Commercial Property and Ninety-Five Percent (95%) by the Owner of the Residential Property.

(B) The Owner of the Commercial Property shall be responsible for and shall pay to or as directed by, or shall reimburse the Owner of the Residential Property (within ten (10) days after the payment of such taxes and the demand of the Owner of the Residential Property therefore) for its share of the real estate taxes levied, assessed, and paid in the tax bill for the Total Property from the later of (a) the date of the recording of this Declaration, and (b) the date of the recording of the Condominium

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Declaration.

(C) If either Owner attempts to obtain a reduction of the assessed valuation of the Total Property or takes other action for the purpose of reducing taxes thereon with respect to any period prior to the time that the Commercial Property and the Residential Property are separately assessed and taxed, the Owner of the other property shall cooperate with the Owner of the requesting property in such attempt and shall share in the costs incurred in proportion to its share of the real estate taxes as stated above. Any tax refund received as a result of such action shall be apportioned between the Owners in accordance with their respective portion pursuant to Section 8.2(A). Nothing contained herein shall affect the independent right of each Owner to protest taxes and other charges to the extent the same affect only such Owner's portion of the Total Property.

8.3 If, at any time prior to the Residential Property and the Commercial Property being separately assessed and taxed, any Owner shall fail to pay any tax or other charge, or share thereof, which is due and which such defaulting Owner is obligated to pay pursuant to this Article 8, then the other Owner may, upon ten (10) days' prior written notice to the defaulting Owner, pay such tax or charge, or share thereof, together with any interest and penalties thereon, and the defaulting Owner shall, upon demand, reimburse such paying Owner for the amount of such payment including the amount of any interest or penalty payments incurred by the Owner making such payment, together with interest as set forth in Section 11.4 hereof, and the paying Owner shall also have a lien against the portion of the Total Property owned by the defaulting Owner in accordance with Article 11 hereof.

ARTICLE 9 INSURANCE

9.1 The Owner of the Residential Property and the Commercial Property shall procure and maintain the following insurance:

(a) The Owner of the Residential Property shall keep the Improvements insured for no less than "all risk" or "special form" coverage on real property and broad form on personal property for an amount not less than one hundred percent (100%) of the insurable replacement cost of the Total Property. Such policies shall be endorsed with a replacement coverage endorsement and an agreed amount clause and no co-insurance penalty shall be applicable.

(b) The Owner of the Residential Property shall maintain General Liability Insurance covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about the Common Elements of the Residential Property, or as a result of operations thereon, in such amounts as may be required by law and as from time to time shall be carried by prudent owners of first-class residential and/or commercial buildings in the City of Evanston and adjacent communities, but in all events for limits of not less than \$1,000,000.00 combined single limit per occurrence with a general policy aggregate of \$2,000,000.00 for personal and bodily injury or property damage with at least an additional \$1,000,000.00 umbrella coverage. The Owner of the Residential Property shall be required to maintain such additional coverage as is required pursuant to the Condominium Declaration or the Act.

(c) The Owner of the Commercial Property shall maintain Commercial General Liability Insurance covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about the Commercial Property, or as a result of operations thereon, in such amounts as may be required by law and as from time to time shall be carried by prudent owners of first-class buildings in the City of Chicago, but in all events for limits of not less than \$1,000,000 combined single limit per occurrence with a general policy aggregate of \$2,000,000 for personal and bodily injury or property

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damage.

(d) (i) The Owner of the Commercial Property shall bear Five Percent (5%) and the Owner of the Residential Property shall bear Ninety-Five Percent (95%) of the total cost of insurance to be procured, or caused to be procured, by the Owner of the Residential Property which insures the Commercial Property as described in Paragraph 8.1(a) of this Declaration.

(ii) Owner of the Residential Property shall submit statements from time to time to the Owner of the Commercial Property for insurance procured pursuant to Paragraph 8.1(a) of this Agreement, and said statement shall be paid by the Owner of the Commercial Property together with its regular assessments due under this Declaration.

9.2 Insurance policies required by Section 9.1 above shall be purchased from insurance companies authorized and licensed to transact business in the State of Illinois who shall hold a current Policyholder's Rating of not less than the greater of (a) investment grade according to Bests Insurance Report or a substantially equivalent rating from a nationally-recognized insurance rating service and (b) such higher rating as is required by mortgage lending institutions making secured loans to Owner of the Commercial Property or Owner of the Residential Property.

9.3 Limits of liability or types of insurance specified in this Article 9 shall be reasonable and prudent for an Owner of a first-class residential property and/or commercial property in the City of Evanston, Illinois and shall be jointly reviewed by the Owners upon renewal, but no less frequently than annually at least 30 days before the expiration of each policy to determine if such limits, deductible amounts and types of insurance are reasonable and prudent in view of the type, place and amount of risk to be transferred, and to determine whether such limits, deductible amounts and types of insurance comply with the requirements of all applicable statutes, laws, ordinances, codes, rules, regulations or orders and whether on a risk management basis, additional types of insurance or endorsements against special risks should be carried or whether required coverages or endorsements should be deleted. Policy limits shall be increased or decreased, deductible amounts increased or decreased or types of insurance shall be modified, if justified, based upon said annual review, and upon any such increase, decrease or modification, the Owners shall, if mutually agreeable, execute an instrument in recordable form evidencing such increase, decrease or modification, which any Owner may record with the Recorder as a supplement to this Declaration.

Copies of all insurance policies, original certificates of insurance evidencing all forms of coverage and endorsements required hereunder shall be delivered by each Owner to the other Owner at the time of conveyance and at least thirty (30) days prior to the expiration date of any such expiring insurance policy. Copies of such policies shall be delivered upon request. **EACH OWNER SHALL NAME THE OTHER OWNERS AS ADDITIONAL INSURED ON SUCH POLICIES.** Should an Owner fail to provide and maintain any policy of insurance required under this Article 9 or pay its share of the premiums or other costs for any joint policies, then such Owner shall be a Defaulting Owner and any other Owner may purchase such policy and the costs thereof (or the Defaulting Owner share of such costs) shall be due from the Defaulting Owner upon the Creditor Owner's written demand therefore plus interest at the Default Rate from the date of payment of the Creditor Owner to the date of reimbursement to the Creditor Owner. Additionally, the Creditor Owner shall obtain a lien against the property of the Defaulting Owner, pursuant to Article 11 herein. Upon the occurrence of an event which may give rise to a claim under any insurance policy maintained or required to be maintained pursuant to this Article 9, the insured under such policy shall promptly notify the carrier and agent therefor and, if such insured fails to so notify the carrier or agent, any party named as an additional insured under such policy may so notify the Carrier or agent.

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9.4 Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or unreasonably increase the premiums for such policy or policies unless the party to be benefited by such waiver pays such increase, and without limiting any release or waiver or liability or recovery contained elsewhere in this Declaration, each of the Owners, for itself and for each party claiming under, by or through such Owner, hereby waives all claims for recovery from the other Owner for any loss or damage to any of its property insured (or required hereunder to be insured) under valid and collectible insurance policies to the extent of any recovery collectible (or which would have been collectible had such insurance required hereunder been obtained) under such insurance policies plus any deductible amounts.

ARTICLE 10 MAINTENANCE, REPAIR AND DAMAGE TO THE COMMERCIAL PROPERTY AND RESIDENTIAL PROPERTY

10.1 The Owner of the Residential Property shall at its sole cost and expense, except to the extent of costs and expenses required to be paid by the Owner of the Commercial Property pursuant to the Declaration and except as otherwise provided in Article 5 hereof, keep (a) the Residential Property and all Facilities located in the Residential Property or for which it is assigned Maintenance responsibility in this Declaration (b) the masonry, footings, and foundations of the entire Building, (c) all of the roofs on the Total Property, and (d) the pavement, sidewalks, surfaces, course of driveways and drains forming part of or located on or about the City rights of way adjacent to the Building, in good and safe order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements are to the interior or exterior thereof, or structural or non-structural components thereof, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects, fire or other casualty, or otherwise. The plans and specifications for such repair and reconstruction shall provide for the Residential Improvements to be rebuilt as nearly as commercially practicable to the Residential Improvements as constructed prior to the damage unless prohibited by law or unless the Owner of the Commercial Property otherwise agrees. The Owner of the Residential Property further agrees that it shall not suffer or commit, and shall use all reasonable precaution to prevent, waste to such property. Except as otherwise expressly provided in Article 9 of this Declaration, any such costs incurred in accordance with this Section 10.1 shall be paid for by the Owner of the Residential Property

10.2 The Owner of the Commercial Property shall at its sole cost and expense, except to the extent of costs and expenses required to be paid by the Owner of the Residential Property pursuant to the Declaration, shall keep the Commercial Property and all Facilities located in the Commercial Property (excluding the pipes, ducts and related equipment and other Facilities located in the portion of the Commercial Property below the bottom of the slab forming the floor of the Commercial Property and above the ceiling of the Commercial Property which serve the Residential Property, which Facilities shall be maintained, repaired and replaced by the Owner of the Residential Property) or for which it is assigned Maintenance responsibility in this Declaration in good and safe order and condition and shall make all repairs or replacements of, in, on, under, within, upon or about such property whether such said repairs or replacements are to the interior or exterior thereof or structural or non-structural components thereof, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe, first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects, fire or other casualty or otherwise. The Owner of the Commercial Property further agrees that it shall not suffer or commit, and shall use all reasonable precautions to prevent, waste to such property. The plans and specifications for such repair and reconstruction shall provide for the Commercial Property to be rebuilt as nearly as commercially practicable to the Commercial Property as constructed prior to the damage unless

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prohibited by law or unless the Owner of the Residential Property otherwise agrees. Provisions concerning modifications, alterations, or improvements to the interior or exterior of the Commercial Property are set forth in Article 14 of this Agreement.

10.3 Each Owner shall be responsible for reimbursing the other Owner for any costs and expenses incurred in respect to Maintenance for which such Owner is responsible pursuant to this Article to the extent that such Maintenance results from damage caused by the other Owner.

10.4 If at anytime any Owner shall not proceed diligently with any repair or restoration of damage adversely and materially affecting an Easement in favor of the other Owner or services to be furnished the other Owner under Article 4 hereto then: (i) the Owner benefiting therefrom may give written notice to the other Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of thirty (30) days after the receipt of such notice, any such repair or restoration work is still not proceeding diligently, then such Owner may perform such repair and restoration and may take all appropriate steps to carry out the same; or, (ii) in an Emergency Situation such Owner may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. Such Owner in so performing such repair and restoration shall be entitled to reimbursement upon demand from the defaulting Owner for all costs and expenses incurred by such Owner and such other rights as provided under Article 10 herein.

10.5 Without limiting the generality of the foregoing, if the Improvements are damaged by fire, flood, water damage or other casualty and: (a) to the extent such damage occurs in, on, under, within, upon or about the Residential Property only, or (b) to the extent such damage occurs in, on, under, within, upon or about the Commercial Property only, then, except for damage to any portions of the Commercial Property that form part of the exterior façade of the Total Property (excluding windows, doors and associated fixtures which shall be repaired or restored by the Owner of the Commercial Property), which shall be repaired and restored by the Owner of the Residential Property, any such damage shall be repaired and restored by the Owner of the portion of the Improvements so damaged or destroyed in as timely a manner as practicable under the circumstances, and such Owner shall be entitled to use any insurance proceeds in accordance with Article 21 hereof. If at any time any Owner so obligated to repair or restore its portion of the improvements (the "Repairing Owner") shall not proceed diligently with such repairs and restoration, then: (i) the other Owner may give written notice to the Repairing Owner and, after the expiration of thirty (30) days, if the Repairing Owner still is not proceeding to diligently complete such repairs or restoration, the other Owner may perform such repairs or restoration and may take all appropriate steps to carry out the same, or, (ii) in an Emergency Situation, the other Owner may immediately perform such repair or restoration work and may take all appropriate steps to carry out the same. The Creditor Owner in so performing such repair and restoration shall, in accordance with Article xx hereof, be entitled to withdraw any insurance proceeds and any other monies held by the Depositary as a result of any such damage for application to the cost and expense of any such repair or restoration and shall also be entitled to reimbursement upon demand from the Defaulting Owner for all costs and expenses incurred by the Creditor Owner in excess of said insurance proceeds, plus interest at the Default Rate from the date of payment by the Creditor Owner of the costs and expenses to the date of reimbursement to the Creditor Owner. If the Repairing Owner fails to repair and restore its portion of the Improvements as required by this Declaration then the other Owner shall, in addition to all other rights and remedies under this Agreement, have a lien on any insurance proceeds payable for loss or damage to such portion of the Repairing Owner's Property under insurance policies carried pursuant to Article 9 hereof and on any condemnation award pursuant to Article 14, in an amount necessary so that the other Owner shall have sufficient funds to repair and restore the Repairing Owner's Property to a condition so as adequately to assure:

- (a) the structural integrity and safety of all portions of the other Owner's Property;

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(b) the continuous and efficient operation of all Facilities, Easements, electrical, utility, mechanical, plumbing and other systems serving the other Owner's Improvements;

(c) the Total Property's compliance with all zoning, building and other laws, rules, orders, ordinances, regulations and requirements of any governmental body or municipality or agency thereof having jurisdiction of the Total Property or any part thereof; and,

(d) the architectural unity and aesthetic appearance of the Building and the restored improvements as a first-class, residential and commercial property.

Except in the case that an Owner is using the proceeds of insurance or condemnation to repair or restore damage to such Owner's portion of the Total Property, the lien as to proceeds of insurance or condemnation created by this Section shall be superior to and take precedence over any mortgage or other encumbrance constituting a lien on any portion of the Total Property, except for the lien of a Mortgage. Such lien shall arise immediately upon the recording of a notice by the Owner with the Recorder following the occurrence of the damage to the Improvements stating that it is a lien created by this Section of this Declaration. Such lien shall continue in full force and effect until the sum of money required hereunder shall have been paid to the other Owner. Such lien may be enforced by a proceeding in equity to foreclose such lien in like manner as a mortgage of real property in the State of Illinois or by any other remedy available by statute or at law or in equity.

10.6 If the Building is damaged by fire or other casualty and if the provisions of Section 10.5 are not applicable because the nature of the damage does not fall within the categories set forth in clause (a) and (b) of Section 10.5, then the repair and restoration of such damage shall be the joint responsibility of the Owners whose portions of the Total Property are in need of such repair or restoration. Such repair or restoration shall be commenced and pursued to completion in as timely a manner as practicable. Said repair and restoration shall be performed by a contractor selected jointly by such Owners. If such Owners cannot agree on the selection of a contractor, the selection shall be made pursuant to the arbitration provisions of Article 12 hereof. The plans and specifications for such repair and restoration shall provide for the Building to be rebuilt as nearly as commercially practicable to the Building as constructed prior the damage or destruction unless prohibited by law or unless the Owners agree otherwise. If the cost and expense of performing the repairs and restoration provided for in this Section 10.6 exceed the amount of available insurance proceeds, such excess cost and expense shall be borne by each respective Owner to the extent that the respective Owner's insurance proceeds are inadequate to pay the cost and expense of repairing and restoring their respective Properties to their former condition; provided, however, that where such insurance was purchased jointly by the Owners, such excess cost and expense shall be borne in proportion to the respective Owner's share of the insurance premiums, and further provided that to the extent such excess cost and expense results from the failure of an Owner to maintain the amount of insurance required under Article 9 hereof, such Owner shall bear such portion of such excess cost and expense. If there are excess insurance proceeds available after the completion of repairs and restoration, such proceeds shall be refunded to the respective Owners to the extent such sum exceeds the actual repair or restoration of such Owner's Improvements.

10.7 If the Building is destroyed or substantially damaged and the Owners agree not to rebuild, repair or restore the Building, then the Building shall be demolished to the extent necessary to comply with all applicable laws, statutes, codes, ordinances, rules and regulations and requirements of the appropriate governmental entities having jurisdiction over the Property. In such event, the available insurance proceeds (after deducting the demolition costs and expenses) shall be paid to each respective Owner shall be refunded to such Owner pursuant to the terms and the amounts stated in each Owner's insurance policies; provided that where such insurance policies were purchased jointly by the Owners, such proceeds shall be distributed to each Owner in proportion to the respective Owner's share of the insurance premiums. If

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the Improvements are totally destroyed and the Owners agree not to rebuild, the underlying land shall be deemed owned by the Owner of the Commercial Property (as to an undivided Five percent (5%) interest) and owned by the Owner of the Residential Property (as to an undivided Ninety Five Percent (95%) interest) as Tenants in Common.

10.8 If an Owner damages the Property, Facilities, fixtures, equipment, appurtenances of the other Owner, then any such damage shall be repaired and restored by the Owner that caused the damage in as timely manner as practicable under the circumstances. If said Owner fails to repair said damage, then said Owner is subject to the remedies provided in this Declaration.

ARTICLE 11 LIENS, RIGHTS AND REMEDIES

11.1 If, at any time, either Owner ("Debtor Owner") fails within thirty (30) days after notice or demand to pay any sum of money due the other Owner ("Creditor Owner") under or pursuant to the provisions of this Declaration, then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner shall have: (i) in the event of a default under Articles 9 or 14, a lien against any condemnation award or insurance proceeds payable to the Debtor Owner for loss or damage to the portion of the Total Property owned by the Debtor Owner or otherwise under insurance policies carried pursuant to Article 9 hereof; or, (ii) in the event of a default under any other Section of this Declaration, a lien against the portion of the Total Property owned by the Debtor Owner, to secure the repayment of such sum of money and all interest on such sum accruing pursuant to the provisions of this Article 11 or to secure performance of a covenant or obligation. Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon shall have been paid in full or the performance has been completed. The liens provided for in this Section 11.1 shall be subordinate to any Mortgage, first trust deed or other encumbrance constituting a first lien on the portion of the Total Property owned by the Debtor Owner or other interest of the Debtor Owner including mortgages of Units. Each Owner waives any and all rights to trial by jury in any suit, action or proceeding brought by the other Owner to enforce collection of any monies owed under this Agreement to such other Owner.

11.2 To the fullest extent permitted by law, the provisions of this Article 10 of this Declaration shall be controlling over the provisions of the Act insofar as the provisions of the Act purport to limit (i) the obligations of the Unit Owners to repair or restore any portion of the Total Property that constitutes the Residential Property or (ii) the use of insurance proceeds to repair or restore any portion of the Total Property that constitutes the Condominium Property. In the event of fire or other casualty or act of God or force majeure causing damage to any portions of the Total Property subject to the Act which would entitle any Owner, under the Act, to withdraw all or any part of such Residential Property from the Act and not to repair and restore such Residential Property as required by this Declaration, then the other Owners shall have a lien on any insurance proceeds payable for loss or damage to such portion of the Total Property under insurance policies carried pursuant to Article 9 hereof and on any condemnation award pursuant to Article 14, in an amount necessary so that the other Owners shall have sufficient proceeds to demolish or repair and restore the Improvements to a condition so as to adequately assure:

- (a) the structural integrity and safety of all portions of the other Owner's Property;
- (b) the continuous and efficient operation of all Facilities, Easements, electrical, utility, mechanical, plumbing and other systems serving the other Owner's Improvements;
- (c) the Total Property's compliance with all zoning, building and other laws, rules, orders, ordinances, regulations and requirements of any governmental body or municipality or agency thereof having jurisdiction of the Total Property or any part thereof; and,

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(d) the architectural unity and aesthetic appearance of the Building and the restored improvements as a first-class, residential and commercial property.

11.3 So long as any portion of the Residential Property remains subject to the provisions of the Act, each Unit Owner shall be liable only for such portions of any claim against the Owner of the Residential Property equal to the amount of the claim multiplied by the percentage of ownership interest in Common Elements allocated to such Unit Owner's Unit as set forth in the Condominium Declaration. Upon payment of such amount for which Unit Owner is liable: (i) any lien arising against such Unit Owner's Unit Ownership on account of such claim shall be deemed released against such Unit Owner's Unit Ownership without further act or deed by any such Unit Owner; and, (ii) upon the written request of such Unit Owner, the Owner of the Commercial Property shall deliver to such Unit Owner an instrument evidencing the release of such lien, but only with respect to said Unit Owner's Unit Ownership. When a Unit Ownership is owned by more than one person (as defined in the Act) the liability of each such person for any claim against the Unit Ownership shall be joint and several.

11.4 No conveyance or other divestiture of title (other than foreclosure of a lien which shall then be and remain superior) shall in any way affect or diminish any lien arising pursuant to this Article 10, and any lien which would have arisen against any property pursuant to this Article 10 had there been no conveyance or divestiture of title (other than foreclosure of a lien which shall then be and remain superior) shall not be defeated or otherwise diminished or affected by reason of such conveyance or divestiture of title.

11.5 Interest shall accrue on any sums owed by an Owner to the other Owner pursuant to this Declaration, and shall be payable from the date which is thirty (30) days after demand for any such payment is made until paid in full, at a rate (the "Default Rate") of interest equal to the lesser of: (a) the floating rate which is equal to five percent (5%) per annum in excess of the annual rate of interest from time to time announced by Chase Bank, as its "prime rate" of interest or a reasonably equivalent substitute thereof in the event a prime base rate is no longer announced, or (b) the then-maximum lawful rate of interest in Illinois applicable to the defaulting Owner and the nature of the debt. If a "prime rate" or reasonable equivalent thereof is not announced by Chase Bank, and no maximum lawful rate applies, then interest shall accrue at the annual Default Rate of eighteen percent (18%).

11.6 Except as expressly provided in this Agreement, the rights and remedies of each Owner provided for in this Article 11 or elsewhere in this Agreement are cumulative and not intended to be exclusive of any other remedies to which such Owner may be entitled at law or in equity or by statute. Except as expressly provided in this Agreement, each Owner may enforce, by a proceeding in equity for mandatory injunction, the other Owner's obligation to execute or record any document which the other Owner is required to execute under or pursuant to this Agreement. The exercise by an Owner of any right or remedy to which it is entitled hereunder shall not preclude or restrict the exercise of any other right or remedy provided hereunder.

11.7 Each claim of any Owner arising under this Agreement shall be separate and distinct, and no defense, set-off, offset or counterclaim arising against the enforcement of any lien or other claim of any Owner shall thereby be or become a defense, set-off, offset or counterclaim against the enforcement of any other lien or claim.

11.8 Actions to enforce any right, claim or lien under this Agreement shall be commenced within three (3) years immediately following the date the cause of action occurred, or such other shorter period as may be provided by law or statute; provided, however, that if prior to expiration of the period in which such action must be commenced, each Mortgagee is diligently proceeding to foreclose the Mortgage, then such period in which an action by the Owner of the Residential Property or Owner of the Commercial Property must be commenced shall be further extended for such additional time as may reasonably be necessary in order for each

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Mortgagee to obtain possession of the applicable Property.

11.9 A defaulting Owner shall pay the reasonable attorneys' fees and court costs paid or incurred by the other Owner in successfully enforcing its rights against the defaulting Owner under this Declaration, and such fees and costs shall be added to the amount of any applicable lien created under this Article 11. If not otherwise provided for in this Agreement and except for emergency situations, a defaulting Owner shall have an opportunity to cure any default hereunder within seven (7) business days after receiving notice from the other Owner specifying the alleged default.

ARTICLE 12 ARBITRATION

12.1 The following matters shall be submitted for arbitration to the American Arbitration Association (the "AAA") pursuant and subject to the provisions of this Article 12:

- (a) Any dispute, claim or controversy arising under this Declaration involving an amount not exceeding \$50,000.00 which shall not be resolved within sixty (60) days after same have arisen; and
- (b) All other matters which are required under this Declaration to be submitted for, or determined by, arbitration.

Any such dispute, claim, controversy or matter is referred to herein as a "Matter". Arbitration of any Matter shall be initiated by any Owner making a written demand therefor by giving written notice thereof to the other Owner and by filing a copy of such demand with the AAA. The AAA shall have jurisdiction upon the giving of such notice and the filing of such demand. Any such arbitration shall be held in Chicago, Illinois, and shall be conducted and completed in an expeditious manner and without delay. Each Mortgagee shall be a party to any arbitration of a Matter involving a matter which requires the consent or approval of the Mortgagee hereunder.

12.2 Unless otherwise agreed to in writing by the parties to the arbitration, within twenty (20) business days after the notice demanding arbitration has been given, the parties shall jointly designate three (3) AAA arbitrators to resolve the Matter. If the parties fail to designate the arbitrators within such time period, arbitrators shall be appointed in accordance with the procedures set forth in the applicable AAA rules, provided, however, that in any event such arbitrators shall be experienced as to the design, construction and/or operation, as the Matter requires, of first-class buildings similar to the Building. The AAA Commercial Arbitration Rules then in effect shall apply to the arbitration of any Matter, unless the parties mutually agree in writing otherwise.

12.3 The arbitrators shall commence hearings within sixty (60) days of selection, unless the Owners and the arbitrators agree upon an expedited or delayed schedule of hearings. Not less than fourteen (14) days prior to the hearings each Owner involved in the dispute shall provide to the other parties involved in the dispute (including the arbitrators) in writing its claims in detail, which shall reference the agreements or portions thereof allegedly violated, all allegations, pertinent facts, documents, evidence and other information relating to the Matter and any Owner may send out requests to compel document production from the Owners. Disputes concerning the scope of document production and enforcement of the document requests shall be subject to agreement by such Owners or may be ordered by the arbitrators to the extent reasonable. The arbitrators in rendering a decision may base such decision only on the facts presented in the course of arbitration and shall not modify or amend the provisions of this Agreement. Subject to the other terms hereof if any Owner fails or refuses to appear at and participate in an arbitration hearing after due notice, the arbitration

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panel may hear and determine the Matter upon evidence at hand or produced by the appearing Owners. The arbitration costs shall be done equally by each Owner, except that each Owner shall be responsible for its own expenses, unless one Owner clearly prevails, in which event such Owner shall be entitled to reimbursement of all of its costs and expenses incurred in connection with the dispute, as confirmed by the arbitrators.

12.4 Unless otherwise agreed in writing, the Owners shall continue to perform all obligations and make all payments due under this Agreement in accordance with this Declaration during the course of any arbitration constituted or conducted under the provisions of this Article 12. The obligation of the Owners to continue performance and make payments despite the existence of an arbitration hereunder shall be enforceable by any party to the Matter by application to any court of competent jurisdiction for an injunctive order requiring the immediate performance of such obligations as provided in the preceding sentence until such times as any Matter is resolved as provided in this Article 12.

12.5 With respect to any Matter subject to arbitration under this Article 11, it is agreed that the arbitration provision of this Article 11 shall be the sole remedy of the Owners under this Declaration. Arbitration awards shall be limited solely to actual damages incurred (plus costs and expenses of enforcement, as provided in Section 12.3 hereof) and no award or compensation shall include or be based on consequential or punitive damages. Notwithstanding any other provisions of this Agreement, the foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. Any award of the arbitrator shall be final and binding upon the Owners and each Mortgagee and judgment thereon shall be entered by any court having jurisdiction. All proceedings pursuant to this Article 12 shall be confidential.

ARTICLE 13 UNAVOIDABLE DELAYS

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

ARTICLE 14 CONDEMNATION

14.1 In the event of a taking by the exercise of the power of eminent domain or deed in lieu of condemnation of all or any part of the Total Property by any competent authority for any public or quasi-public use, the award, damages or just compensation (hereinafter in this Article 14, the "Award") resulting from any such taking shall be allocated and disbursed, and any repair and/or restoration of the Improvements shall be performed, in accordance with the requirements of this Article 14.

14.2 In the event of a taking (whether or not a temporary taking) of a part of the Total Property, the Owner of the portion of the Total Property taken shall repair and restore the remainder of such Owner's

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Improvements to form an architectural and functional whole. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable under the circumstances and shall be at the sole cost and expense of the Owner whose portion of the Total Property is taken. The Owner of the portion of the Total Property taken shall be entitled to receive directly from the taking authority any Award resulting from such taking within such Owner's portion of the Total Property for application to the cost of said repair and restoration and to retain any excess not required for such repair and restoration.

14.3 Notwithstanding any other provision of this Declaration to the contrary, if, as a result of a taking (other than a temporary taking), an Owner Reasonably determines that such Owner's portion of the Total Property no longer can be operated on an economically feasible basis, then such Owner shall not be obligated to repair or restore the such Owner's Improvements as may otherwise be required by this Agreement. However, in such case, such Owner shall demolish, repair or restore such Owner's Improvements to the extent, if any, as may be necessary to provide essential services or structural support for the other portions of the Total Property, but only if the Owner of the other portion of the Total Property affected thereby request that it perform such demolition, repair or restoration. Furthermore, such Owner shall weatherproof any exposed portions of such Owner's portion of the Total Property and shall restore such Owner's portion of the Total Property to a slightly and safe condition and in such a manner as to safeguard the other Owner's portion of the Total Property, and to preserve the use of the Easements granted hereunder.

14.4 In the event of a taking of all or substantially all of the Total Property, the Award for such taking shall be allocated to the Owners in accordance with the apportionment made in any final judicial or administrative proceedings in connection with the taking and paid to the Owners in accordance with said apportionment. Absent such an apportionment, the Owner of the Commercial Property shall receive Five Percent (5%), and the Owner of the Residential Property shall receive Ninety-Five Percent (95%), of the total Award.

ARTICLE 15 ESTOPPEL CERTIFICATES

15.1 Each Owner shall, from time to time, within ten (10) days after receipt of written request from another Owner, execute, acknowledge and deliver to the requesting Owner or to any existing or prospective purchaser or mortgagee designated by the requesting Owner, a certificate (each an "Estoppel Certificate") in such form as may be reasonably requested. The Owner of the Commercial Property, if requested to issue an Estoppel Certificate in connection with the purchase and sale or financing of a Unit Ownership, may limit the statements made in the Estoppel Certificate to: (i) the existence of any defaults hereunder; and, (ii) the amount of any liens capable of being asserted hereunder.

15.2 So long as the Residential Property remains subject to the provisions of the Act, an Estoppel Certificate requested from the Owner of the Residential Property shall be issued by the Condominium Association on behalf of the Unit Owners and the Condominium Association and any Estoppel Certificate so issued shall be binding on the Unit Owners and such Condominium Association, and an Estoppel Certificate requested by the Owner of the Residential Property from the Owner of the Commercial Property may only be requested by the Condominium Association on behalf of the Owner of the Residential Property.

ARTICLE 16 ALTERATIONS, ZONING

16.1 A. No Alterations shall be made without the prior written consent of the Owner of the Residential Property if such Alteration will:

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- (a) adversely affect or unreasonably diminish the benefits afforded to the Residential Owner by any Easement or unreasonably interrupt the Residential Owner's use or enjoyment of any Easement;
- (b) adversely affect Facilities benefiting the Residential Owner other than minimally or incidentally;
- (c) alter the façade of the Building or modify the exterior of the Building, including without limitation alteration or modification of the windows and doors serving the Commercial Property, (but not including awning and signage installed by the Owner of the Commercial Property for the identification of the Building and occupants or tenants of the Commercial Property in accordance with this Declaration);
- (d) increase the total square footage of the Improvements; or
- (e) affect the zoning status of the Building or Total Property.

B. If, at any time, the Owner of the Commercial Property proposes to make any Alterations which require or could possibly require the consent of the other Residential Property Owner, then before commencing or proceeding with such Alterations, the Commercial Property Owner shall deliver to the Owner of the Residential Property, a copy of the plans and specifications showing the proposed Alterations and a reference to this Section 16.1. If Owner of the Residential Property consents in writing to such Alterations, or states that their consent is not required, the Commercial Property Owner may proceed to make its Alterations in accordance with said plans and specifications. The Owner of the Residential Property shall make a good faith effort to respond to the Owner of the Commercial Property within twenty-one (21) days after its receipt of said plans and specifications from the Owner of the Commercial Property showing proposed Alterations. If the Owner of the Residential Property shall not have responded within such twenty-one (21) day period, the Owner of the Commercial Property shall deliver to the Owner of the Residential Property an additional request for a response. If the Owner of the Residential Property fails to respond within thirty (30) days from receipt of the additional request, the plans and specifications for such Alterations shall be deemed approved. If the Owner of the Commercial Property has not requested the Owner of the Residential consent to the proposed Alterations, and if, in the good faith opinion of the Owner of the Residential Property, the Owner of the Commercial Property has violated or will violate the provisions of this Section 16.1, the Owner of the Residential Property shall notify the Owner of the Commercial of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of this Section 16.1 hereof, and shall specify the respect or respects in which its provisions are or will be violated. If the Owner of the Residential Property in good faith asserts a violation of this Section 16.1, then the Owner of the Commercial Property shall not commence with the Alterations or shall not proceed with the Alterations, if already commenced, until the matter has been resolved. In addition to any other legal or equitable rights or remedies to which the Owner of the Residential Property may be entitled by reason of the Owner of the Commercial Property's violation or likely violation of the provisions of this Section 16.1, the Owner of the Residential Property shall be entitled to seek and obtain injunctive relief to enjoin any such violation. Failure of a Mortgagee to approve such plans and specifications, if such consent is required pursuant to a Mortgage, shall be grounds for the Owner of the Residential Property to reject such request.

16.2 A. Without the written consent of the Owner of the Commercial Property, no Alterations shall be made to the Residential Property which will:

- (a) adversely affect the benefit afforded to the Owner of the Commercial Property by any

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Easement;

- (b) adversely affect Facilities benefiting the Commercial Property;
- (c) increase the total square footage of the Improvements;
- (d) alter the Building facade or its appearance;
- (e) disturb the use and quiet enjoyment of the Commercial Property;
- (f) materially increase the costs or expenses for which the Owner of the Commercial Property is or would be responsible pursuant to Article 5 hereof; or
- (g) Materially change the expected pedestrian and vehicular traffic pattern or patterns of ingress and egress.

B. If, at any time, the Owner of the Residential Property proposes to make any Alterations which require or could possibly require the consent of the Owner of the Commercial Property, then before commencing or proceeding with such Alterations, the Owner of the Residential Property shall deliver to the Owner of the Commercial Property, a copy of the plans and specifications showing the proposed Alterations and a reference to this Section 16.2. If Owner of the Commercial Property consents in writing to such Alterations, or states that such consent is not required, the Owner of the Residential Property may proceed to make its Alterations in accordance with said plans and specifications. The Owner of the Commercial Property shall make a good faith effort to respond to the Owner of the Residential Property within twenty-one (21) days after its receipt of said plans and specifications from the Owner of the Residential Property showing proposed Alterations. If the Owner of the Commercial Property shall not have responded within such twenty-one (21) day period, the Owner of the Residential Property shall deliver to the Owner of the Commercial Property an additional request for a response. If the Owner of the Commercial Property fails to respond within thirty (30) days from receipt of the additional request, the plans and specifications for such Alterations shall be deemed approved. If the Owner of the Residential Property has not requested the Owner of the Commercial Property's consent to the proposed Alterations, and if, in the good faith opinion of the Owner of the Commercial Property, the Owner of the Residential Property has violated or will violate the provisions of this Section 16.2, the Owner of the Commercial Property shall notify the Owner of the Residential of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of this Section 16.2 hereof, and shall specify the respect or respects in which its provisions are or will be violated. If the Owner of the Commercial Property in good faith asserts a violation of this Section 16.2, then the Owner of the Residential Property shall not commence with the Alterations or shall not proceed with the Alterations, if already commenced, until the matter has been resolved. In addition to any other legal or equitable rights or remedies to which the Owner of the Commercial Property may be entitled by reason of the Owner of the Residential Property's violation or likely violation of the provisions of this Section 16.2, the Owner of the Commercial Property shall be entitled to seek and obtain injunctive relief to enjoin any such violation. Failure of a Mortgagee to approve such plans and specifications, if such consent is required pursuant to a Mortgage, shall be grounds for the Owner of the Commercial Property to reject such request.

16.3 Each Owner, in making Alterations, shall: (i) cause all work to be performed in a good and workmanlike manner and in accordance with good construction practices; (ii) comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations and orders, including, without limitation, the City of Evanston Building Code; (iii) comply with all of the applicable provisions of this Declaration, including, without limitation, the provisions regarding insurance coverage; (iv) cause all work to be performed with as minimal amount of disruption to the other Owners as is reasonably possible; and, (v)

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keep the areas of the Total Property not involved in the Alterations free of construction debris. Each Owner shall, to the extent Reasonably practicable, make Alterations within the portion of the Total Property owned by such Owner, in such a manner as to minimize any noise, vibration, particulate and dust infiltration or other interference or disturbance which would interfere with or disturb any occupant or occupants of the portion of the Total Property of the other Owner.

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

16.5 An Owner performing any work required or provided for under this Declaration shall include in any construction contract a provision pursuant to which the contractor: (i) recognizes the separate ownership of the Residential Property and Commercial Property and agrees that any lien rights which the contractor or subcontractors have under the Mechanics Lien Act shall only be enforceable against the portion of the Total Property owned by the Altering Owner who employs such contractor; or, (ii) agrees that no lien or claim may be filed or maintained by such contractor or any subcontractors and agrees to comply with the provisions of the mechanics' lien law of the State of Illinois in connection with giving notice of such "no lien" provision.

16.6 Neither Owner shall make any Alterations (as that term is herein below defined in Section 14.1) or allow any use of their respective portions of the Total Property or take or fail to take any action which would violate or be in violation of the provisions of the Evanston Zoning Ordinance as said ordinance may be amended from time to time, or any similar or successor ordinance in effect from time to time hereafter and applicable to the Total Property or any portions thereof. The Residential Property and Commercial Property shall continue to be combined and treated as one zoning lot for the purposes of complying with the Evanston Zoning Ordinance. No Owner shall have the right to request or obtain any amendment to the Evanston Zoning Ordinance as applicable to any portions of the Total Property without the written consent of the other Owner.

16.7 Notwithstanding anything to the contrary contained in this Agreement, the Owner of the Commercial Property and any tenants thereof shall have the free and unfettered right to modify, alter, change, remove, replace, repair or add non-structural demising walls, partitions and systems contained within the entirety within the Commercial Property and to paint, decorate, carpet, and otherwise improve the Commercial Property. If the business of the Commercial Property Owner or tenant thereof is closed during such construction or alteration, the windows of the Commercial Property shall be covered at all times during such construction or alteration of the Commercial Property.

ARTICLE 17 ADDITIONAL RESTRICTIONS

17.1 Uses. Notwithstanding anything contained herein to the contrary, the Commercial Property and the Owner and occupants of the Commercial Property from time to time shall be subject to the following restrictions as to the use of Commercial Property:

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(a) The Owner of the Commercial Property shall not use, allow or occupy the Commercial Property or permit the use or occupancy of the Commercial Property for any of the following purposes without the consent of the Owner of the Residential Property, which may be withheld in such Residential Property Owner's sole and exclusive discretion:

- (A) social encounter club;
- (B) bowling alley;
- (C) pawn shop or gun sales or rental;
- (D) skating rink;
- (E) bingo or electronic or video arcade or other game parlor;
- (F) theater (either motion picture or stage);
- (G) any adult use, including but not limited to pornographic theaters or the rental, sale, publication or display of pornographic or obscene video, movies, printed or electronic material; massage parlors or health spas; exotic or erotic dancing, modeling, photography or similar entertainment; or the sale or rental of sexual aids or paraphernalia;
- (H) church, chapel or similar religious meeting place or service center; homeless or emergency shelters or drop-in centers or missions;
- (I) manufacturing or storage business;
- (J) public auditorium or other public entertainment facility;
- (K) government service office;
- (L) the provision of public telephones or restrooms;
- (M) bar, tavern, nightclub, full service or short-order restaurant or food service involving the cooking of and on-site preparation of food or the wholesale distribution of food;
- (N) psychic, tarot card reading, or any similar services;
- (O) dry cleaning processing plant (provided the Commercial Unit may operate as a drycleaner so long as there is no on-site processing or dry cleaning of clothes);
- (P) tattoo or body-piercing establishment.
- (Q) bail bondsman;
- (R) the sale or distribution of drug supplies or paraphernalia; or,
- (S) mortuary or funeral home;

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- (T) flea market or pawn shop;
- (U) Any fire sale, bankruptcy, auction or going out of business sale (unless pursuant to a court order with proper permits issued by the City of Evanston);
- (V) any veterinary hospital, clinic, office of pet shop;
- (W) any currency exchange or pay-day loan sotres;
- (X) any deep discount, ~~second hand~~ or surplus store;
- (Y) any business regularly operating other than within the hours of 7:00 A.M. and 10:00 P.M., except as may be reasonably approved in writing by the Board of Directors of the Condominium Association.

(b) The Owner of the Commercial Property shall not use or occupy the Commercial Property or permit the use or occupancy of the Commercial Property for any purpose or in any manner which (i) is unlawful or in violation of any applicable legal or governmental requirement, ordinance or rule, (ii) may be dangerous to persons or property, (iii) may invalidate any policy of insurance affecting the Building, and if any additional amounts of insurance premiums are incurred, the Owner of the Commercial Property shall pay to the Owner of the Residential Property the additional amounts on demand, (iv) may create a nuisance, disturb any occupant of the Building or injure the reputation of the Building, (v) may cause an offensive odor, noise or vibration to emanate from the Commercial Property, (vi) is not in keeping with a first-class building. The Owner of the Commercial Property shall not use the sidewalks, driveway or other areas adjacent to the Commercial Property for any purpose, including without limitation, for seating or for the display of advertisements, solicitations or demonstrations. The Owner of the Commercial Property, at its expense, shall obtain and maintain at all times during its ownership of the Commercial Property, all licenses and permits necessary for the Owner of the Commercial Property's operations at the Commercial Property and shall post or display in a prominent place in the Commercial Property such permits and/or notices as required by law.

(c) The Owner of the Commercial Property and the occupants thereof shall at all times maintain the Commercial Property in a first-class, clean and sanitary condition, and the Owner of the Commercial Property and the occupants thereof shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the Commercial Property and the cleanliness, safety, occupancy and use of same. The Owner of the Commercial Property shall comply with all of the requirements of all governmental authorities and the Owner of the Residential Property's fire insurance carriers now or hereafter in force pertaining to the use of the Commercial Property. The Owner of the Commercial Property agrees that all receiving of goods and merchandise and all removal or delivery of merchandise, supplies, equipment, trash and garbage shall be made either through the front of the Commercial Property or by way of the delivery areas serving the Residential Property (other than the primary entrance door) and in accordance with reasonable procedures and at the hours reasonably specified, from time to time, by the Owner of the Residential Property (provided such hours shall be not less than 8 A.M. to 6 P.M. Mondays through Fridays).

(d) The Owner of the Commercial Property and the occupants thereof shall at all times cause the display windows serving the Commercial Property to be in character with a first-class luxury condominium building and to be in good taste so as not to detract from the general appearance of the Building.

(e) The Owner of the Commercial Property shall not cause or permit to occur: (i) any violation of any present or future federal, state or local law, ordinance or regulation related to environmental conditions in

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or about the Commercial Property, including, but not limited to, improvements or alterations made to the Commercial Property at any time by the Owner of the Commercial Property, its agents or contractors, or (ii) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any "Hazardous Substances" (as hereinafter defined) in or about the Commercial Property, or the transportation to or from the Commercial Property of any Hazardous Substances. The Owner of the Commercial Property, at its expense, shall comply with each present and future federal, state and local law, ordinance and regulation related to environmental conditions in or about the Commercial Property or the Owner of the Commercial Property's use of the Commercial Property, including, without limitation, all reporting requirements and the performance of any cleanups required by any governmental authorities. The Owner of the Commercial Property shall indemnify, defend and hold harmless the Owner of the Residential Property and its agents, contractors and employees from and against all fines, suits, claims, actions, damages, liabilities, costs and expenses (including attorneys' and consultants' fees) asserted against or sustained by any such person or entity arising out of or in any way connected with the Owner of the Commercial Property's failure to comply with its obligations under this Subsection, which obligations shall survive the expiration or termination of this Agreement. As used in this Subsection, "Hazardous Substances" shall include, without limitation, flammables, explosives, radioactive materials, asbestos containing materials (ACSM), polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, petroleum and petroleum products, chlorofluorocarbons (CFCs) and substances declared to be hazardous or toxic under any present or future federal, state or local law, ordinance or regulation.

(f) The Owner of the Commercial Property and the occupants thereof shall at all times maintain the area of the Trash Room designated for use by the Owner of the Commercial Property for short-term storage of its boxes and shipping containers and related recyclable materials (not to exceed seventy-two (72) hours) in an orderly, clean and sanitary condition and shall not obstruct or interfere with the trash receptacles or access thereto. The Owner of the Commercial Property shall, at its sole cost and expense, have all such boxes, shipping containers and related materials removed from the trash room within seventy-two (72) hours of their placement in the trash room.

(g) If the business of the Commercial Property Owner or tenant thereof is closed and not operating for more than fourteen (14) consecutive days, the Commercial Property Owner shall promptly cover the windows of the Commercial Property.

17.2 Notwithstanding anything to the contrary contained in this Agreement, any Owner of the Commercial Property and any tenants thereof shall have the free and unfettered right to modify, alter, change, remove, replace, repair or add non-structural demising walls, partitions and systems contained within the entirety within the Commercial Property and to paint decorate, carpet, and otherwise improve the Commercial Property, provided all such work shall be done in accordance with permits as may be required by the City of Evanston and in compliance with all City of Evanston building codes, ordinances, rules, regulations and City of Evanston requirements and this Agreement.

ARTICLE 18 SIGNAGE

18.1 The Owner of the Commercial Property is granted a non-exclusive easement burdening the Residential Property and benefiting the Commercial Property for the installation, use, maintenance, repair and replacement, at the sole expense of the Commercial Property Owner, of awnings on exterior façade of the Commercial Property and signage on the interior of the windows of the Commercial Property, subject to the limitations set forth in this Article 18.

18.2 The Owner of the Commercial Property or the tenants thereof may display in the windows of the Commercial Property such party's hours of operation and other signage consistent with the

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operation of first-class businesses which shall at all times be in compliance with City of Evanston Codes and Ordinances. The Owner of the Commercial Property or the tenants thereof may put their name and logo no more than twice on the awning drops. Other awning drops may display coordinating graphics of a style and color consistent with the logo, such logo coordinating graphics not to include numerals, letters or icons. Except for the foregoing, the Owner of the Commercial Property shall not place or permit to be placed any sign, awning or other thing of any kind on the exterior façade of the Commercial Property or the Building, or the windows or doors exclusively serving the Commercial Property, except such signs as the Owner of the Residential Property shall expressly approve in writing.

18.3 The materials, lettering, method of attachment, operation, text and other appearance of such signage, and awnings shall be at the sole discretion of the Commercial Property Owner; provided, however, (i) no signs shall contain any neon or similar lighting, strobe lights, moving parts or day-glow colors, (ii) all signs permitted hereby shall be professionally designed, prepared and installed and in good taste so as not to detract from the general appearance of the Building; (iii) the colors of such signage shall be a solid color limited to various shades of white, black, gray or tan, (iv) such signage must be reasonable in nature and in character with a first-class luxury condominium building, and (v) such signage and awnings shall at all times be in compliance with this Agreement and City of Evanston Code, Ordinance, rules, regulations. No signs shall be illuminated between the hours of 12:00 A.M. and 6:00 A.M. All signs for businesses operating in the Commercial Property shall be of a consistent type, size and appearance according to a standard signage policy developed, maintained and consistently applied by the Owner of the Commercial Property. Except for the foregoing, all signs, pictures, advertisements or notices that any Owner of the Commercial Property or the tenant thereof desires to place on the windows or doors of the Commercial Property or outside the Building shall be subject to the approval of the Owner of the Residential Property.

18.4 The Commercial Property Owner and/or its tenants shall be responsible for compliance of all signage and awnings with all laws and local ordinances, rules and regulations and shall pay for and obtain and maintain in effect all permits and licenses necessary to install, permit and use all signage and awnings.

ARTICLE 19 NOTICES

19.1 All notices, demands, elections or other communications required, permitted or desired to be served hereunder ("Notices") shall be in writing and shall be delivered in person (or conspicuously posted if delivery is refused or otherwise unable to be made) or mailed as certified or registered matter, postage prepaid, return receipt requested, addressed as below stated:

If to the Owner of the Residential Property:

Evanston Prairie I, LLC
1203 Forest
Evanston, IL 60201

If to the Owner of the Commercial Property:

Owner of Record
2613-2615 Prairie Avenue
Evanston, IL 60201

19.2 Any Notice delivered as aforesaid shall be deemed received: (a) when delivered and receipted for if hand-delivered; or, (b) one (1) day after deposit with an overnight courier service; or, (c) two (2) business days after deposit in the United States Mail, or (d) upon actual receipt whichever is earlier. Addresses for service of Notice may be changed by written notice served as hereinabove provided at least ten (10) days prior to the effective date of any such change. Nothing herein contained, however, shall be construed to preclude service of any Notice in the same manner that service of a summons or

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legal process may be made.

19.3 So long as the Residential Property remains subject to the Act, (a) the Owner of the Commercial Property may, but shall not be obligated to, give personal notice to the president of the Association or the managing agent, notice to the Association hereby being deemed sufficient, and (b) the Association alone shall be empowered to give notice on behalf of any or all Unit Owners under this Declaration, which notice shall be binding on the Unit Owners.

ARTICLE 20 LIMITATION OF LIABILITY

20.1 Each Owner of a portion of the Total Property shall cooperate in the securing and performing of the services as set forth in Article 4 of this Declaration, but no Owner shall be liable for interruption or inadequacy of service, loss or damage to property or injury (including death) to any person for any reason. Each Owner obligated hereunder is reserved the right to curtail or halt the performance of any service hereunder at any time in reasonable respects for a reasonable period of time to make necessary repairs or in case of an Emergency Situation.

20.2 In the event of any conveyance or divestiture of title to any portion of or interest in any portion of the Total Property: (1) the Owner who is divested of title shall be entirely freed and relieved of all covenants and obligations thereafter accruing hereunder but only with respect to any such portion or interest conveyed or divested; and (2) the grantee or the person or persons or other entity or entities who succeed to title shall be deemed to have assumed all of the covenants and obligations of the Owner of such portion or interest thereafter accruing hereunder, until such grantee or successor is itself freed and relieved therefrom as hereinabove provided in this Section 20.2, and then any such grantee's or successor's grantee or successor shall thereafter be so bound.

20.3 The enforcement of any rights or obligations contained in this Agreement against an Owner of any portion of the Total Property shall be limited to the interest of such Owner in the Total Property. No judgment against any Owner of any portion of the Total Property shall be subject to execution, or be a lien on any assets of, such Owner other than Owner's interest in the Total Property.

ARTICLE 21 DEPOSITARY

21.1 A depositary (the "Depositary") shall be appointed to receive the insurance proceeds and condemnation awards described above, to disburse such proceeds and awards and to act otherwise in accordance with this Agreement. Except as otherwise provided hereunder, and subject to the rights of Mortgagees, all insurance proceeds under Articles 9 and condemnation awards under Article 14 shall be paid to the Depositary. The Depositary shall be selected by the Owners jointly and shall be a title insurance company, trust company or bank with offices in the City of Evanston. If the Owners cannot agree on the Depositary within thirty (30) days after a casualty or final agreement as to the amount of a condemnation award, one shall be selected pursuant to Article 12 hereof. If the Depositary resigns, a substitute Depositary shall be selected in the same manner as set forth in this Section 21.1 within thirty (30) days after the resigning Depositary notifies the Owner or Owners affected in writing.

21.2 Each Owner whose portion of the Total Property is the subject of any such casualty or condemnation shall be obligated to pay the reasonable fees and expenses of the Depositary in proportion to the proceeds from the applicable insurance policies or condemnation awards. Each such Owner

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and the Depository shall execute an agreement (the "Escrow Agreement") regarding the Depository's rights and obligations and the conditions pursuant to which the Depository shall act, such agreement in form and content acceptable to the parties thereto and in accordance with the provisions of this Agreement. The Escrow Agreement may be in the form of the customary construction escrow then in use by the Depository in Evanston, Illinois, with such changes as may be required to conform to this Agreement.

21.3 All funds held by the Depository shall be held in trust and deposited in an interest bearing account (the "Escrow") for the benefit of the Owner or Owners whose insurance proceeds or condemnation awards are so deposited. Notwithstanding anything contained herein to the contrary, any insurance proceeds or condemnation awards claimed by a Mortgagee shall be paid to such Mortgagee and any proceeds or condemnation awards of less than \$50,000.00 shall be paid directly to the party so entitled rather than to the Depository unless the proceeds or condemnation awards are paid to more than one Owner.

21.4 Each request by an Owner or its agent (including its contractor) acting pursuant to this Declaration or the Escrow Agreement for disbursement of funds held in the Escrow shall be accompanied by a customary owner's sworn statement, a contractor's sworn statement, supporting lien waivers, together with an architect's (or, if the Depository shall accept, an Owner's) certification that (a) the sum requested has been paid by or on behalf of the Owner or Owners requesting such funds, (b) the sum is justly due to the Owner, Owners, contractors, subcontractors and other parties set forth in said owner's sworn statement, (c) briefly describes the work completed, services rendered and materials supplied and the amounts due for such work, services and materials, (d) states that the sum requested plus sums previously disbursed do not exceed the cost of the work in place, the services rendered and materials supplied and stored at the Total Property to date, (e) states that no part of the cost of work, services or materials requested have been the basis of a previous or pending withdrawal from the Escrow and (f) states that the cost to complete the unfinished work will not exceed the funds held by the Depository after payment of the current request. If the architect (or Owner) cannot or will not certify (f) above, the Owner or Owners who are party to the Escrow Agreement and who accordingly have caused the budget for the repairs and restoration to become out of balance shall first pay or provide a source of payment of such funds in order to bring the budget back in balance again before the Depository shall be obligated to pay funds from the Escrow pursuant to Section 18.5 hereof.

21.5 Upon satisfaction of the requirements of Section 21.4 (but not more frequently than once in each calendar month) and upon approval of the Owners, any Mortgagees holding approval rights concerning the repairs or restoration and the title insurer providing title coverage over the work being performed at the Total Property, the Depository shall, out of the Escrow and subject to such retention as set forth in the Escrow Agreement, pay or cause to be paid to the Owners, contractors, subcontractors, materialmen, service providers and other parties names in the owner's and contractor's sworn statements the respective amounts stated in said statements due such parties. The Depository may rely conclusively, with respect to the information contained therein, on any certificate, authorization or statement furnished the Depository by an Owner in accordance with this Article 21 and the Depository shall not be liable or accountable for any disbursement of funds from the Escrow made by it in reliance upon such certificate, authorization or statement.

21.6 No contractor, subcontractor, materialmen, engineer, architect or any other person whatsoever, other than the Owner of the Commercial Property and the Owner of the Residential Property and the Mortgagees, shall have any interest in or right to any funds held by the Depository; provided, that such funds shall only be used for repair, restoration or demolition as required by this Declaration, except as hereinafter set forth. The Owners, with the written consent of the Mortgagee, may jointly at any time provide for a different disposition of funds than that provided for in this Declaration, without the necessity of obtaining the consent of any contractor, subcontractor, materialman, engineer, architect or any other person whatsoever. If at any time the Owners, with the

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written consent of the Mortgagees, shall jointly instruct the Depository in writing with regard to the disbursement of any funds held by the Depository, then the Depository shall disburse such funds in accordance with said instructions and the Depository shall have no liability to anyone by reason of having so disbursed said funds in accordance with said instructions.

ARTICLE 22 GENERAL

22.1 In fulfilling obligations and exercising rights under this Declaration, each Owner shall cooperate with the other Owner to promote the efficient operation of each respective portion of the Total Property and the harmonious relationship between the Owners and to protect the value of each Owner's respective portion, estate or interest in the Total Property. To that end, each Owner shall share information which it possesses relating to matters which are the subject of this Declaration, except such information as such Owner may reasonably deem confidential or which may be the subject of litigation and which such Owner is prohibited from revealing pursuant to court order. From time to time after the date hereof, each Owner shall furnish, execute and acknowledge, without charge (except where elsewhere provided herein) (i) such other instruments, documents, materials and information as any other Owner hereto may reasonably request in order to confirm to such requesting Owner the benefits contemplated hereby, but only so long as any such request does not restrict or abridge the benefits granted the other Owner hereunder or increase such Owner's burdens hereunder; and (ii) such grants of Easements to and agreements with utility companies as any other Owner hereto may reasonably request in order to enable such utility company to furnish utility services as required by such Owner, provided that any Mortgagee which holds any Mortgage on the portions of the Total Property on which such Easement is granted have first consented in writing to such Easements.

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

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

22.4 (a) Except as otherwise provided herein, this Declaration may be amended or terminated only by an instrument signed by the Owners and the Mortgagee. Any amendment to or termination of this Declaration shall be recorded with the Cook County Recorded.

(b) Declarant reserves the right and power, without the consent of or notice to any other party, to record a special amendment (a "Special Amendment") to this Agreement at any time and from time to time which amends this Agreement to correct clerical or typographical errors in this Agreement. A Special Amendment may also contain such complementary and supplemental grants and reservations of Easements as may be necessary in order to effectuate the Maintenance, operation and administration of the Total Property. Declarant also reserves the right to include, within a Special Amendment, revisions to the legal descriptions of the Residential Property and Commercial Property. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of the other Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Total Property, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Declarant to vote in favor of, make, execute and record Special Amendments. The right of Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as Declarant no longer holds or controls title to any portion of the Total Property.

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22.5 The covenants, conditions and restrictions contained in this Declaration shall be enforceable by the Owners and their respective successors and assigns for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended without further act or deed of the Owners, except as may be required by law and as provided below, for successive periods often (10) years, subject to amendment or termination as hereinabove set forth in Section 19.4; provided, however, that this Declaration, and all Easements, covenants, conditions and restrictions contained herein, shall terminate and be deemed abrogated (i) as maybe provided in Section 9.5 or (ii) upon the demolition or destruction of all of the Improvements and the failure to restore or rebuild the same within five (5) years after such demolition or destruction. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (e) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the date of the last to survive of the class of persons consisting of all of the lawful descendants of George W. Bush, President of the United States of America, living at the date of this Agreement.

22.6 If the Owner of the Commercial Property or the Owner of the Residential Property is required to obtain the consent of the other Owner for any matter hereunder, the requesting Owner shall deliver to the other Owner a written request for such consent together with all information and documentation necessary for the other Owner to evaluate such request. If the other Owner shall not have responded to such request within twenty-one (21) days from the date of receipt of such request and all such information and documentation, the requesting Owner shall deliver to the other Owner an additional request for a response. If the other Owner fails to respond within twenty-one (21) days from receipt of the additional request, the matter for which the request was sought shall be deemed approved. In all events, the other Owner shall give or withhold its consent reasonably, and shall provide the requesting Owner with a reasonable explanation for withholding its consent, if such consent is withheld.

22.7 The provisions of this Declaration shall be construed to the end that the Total Property shall remain a first-class property.

22.8 All the Easements, covenants, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Total Property and their grantees, mortgagees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Total Property or any part thereof.

22.9 Easements created hereunder shall not be presumed abandoned by nonuse or the occurrence of damage or destruction of a portion of the Improvements subject to an Easement unless the Owner benefited by such Easement states in writing its intention to abandon the Easement or unless the Easement has been abandoned for a period in excess often (10) years and no response to a notice inquiring about the apparent abandonment is received within ninety (90) days after the delivery of such notice.

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

22.11 This Declaration is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary (except any Mortgagee) under any

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statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

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

22.13 If it becomes clear that additional easements among the portions of the Total Property are necessary or desirable to effectuate the purposes of this Declaration, provided said proposed additional easements will not materially interfere with the use and occupancy of any portion of the Building, materially affect access to, or operation of, any portion of the Building, or materially increase the operating costs of, or create any additional expense for, any of the Owners, Declarant hereby reserves the right to determine, create and grant such additional easements as are necessary. In the event any such new easements are created, this Declaration and the Exhibits hereto shall be amended by designating and describing said easements and such amended Declaration shall be signed by the Declarant to effectuate the grant or creation of such additional easements, and shall be recorded with the Recorder and shall have the same force, effect and priority as if such new easements were originally contained herein.

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

22.15 No charges shall be made for any Easements or rights granted hereunder unless otherwise provided or permitted under the terms of this Declaration.

22.16 NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY, NOR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST DECLARANT, ITS AGENTS OR EMPLOYEES ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY COVENANT, UNDERTAKING OR AGREEMENT HEREIN, EITHER EXPRESS OR IMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY EVERY PERSON NOW OR HEREAFTER CLAIMING ANY RIGHT HEREUNDER. ANYTHING HEREIN CONTAINED TO THE CONTRARY NOTWITHSTANDING, IT IS UNDERSTOOD AND AGREED THAT DECLARANT SHALL HAVE NO OBLIGATION TO SEE TO THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF THE COVENANTS HEREIN CONTAINED AND SHALL NOT BE PERSONALLY LIABLE FOR ANY ACTION OR NON-ACTION TAKEN IN VIOLATION OF ANY OF THE COVENANTS HEREIN CONTAINED.

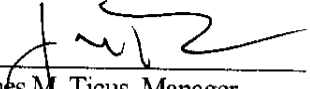
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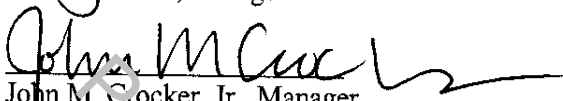
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IN WITNESS WHEREOF, Declarant has caused this Agreement to be executed and sealed as of this 6TH day of June, 2008.

Evanston Prairie I, LLC,
an Illinois limited liability company,

By: Its Managers


James M. Ticus, Manager


John M. Crocker, Jr., Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that James M. Ticus and John M. Crocker, Jr., Managers of Evanston Prairie I, LLC, an Illinois limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such managers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal this 6th day of June, 2008.

Notary Public 

My Commission Expires:

"OFFICIAL SEAL"
RORY BRAUN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/3/2011

UNOFFICIAL COPY**CONSENT OF MORTGAGEE**

North Shore Community Bank & Trust Company, holder of a Mortgage on the Property dated JUNE 9,, 2006 and recorded on June 21, 2006 as Document Number 0617218056 and modified by Document No. 0708745100, and Assignment of Rents recorded June 21, 2006 as Document No. 0617218057 and modified by Document No. 0708745101, hereby consents to the execution and recording of the within Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for 2607-2617 Prairie Avenue, Evanston, Illinois 60201 and agrees that said Mortgage is subject thereto and to the provisions of the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, North Shore Community Bank & Trust Company, has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf all done at SICOKTE, Illinois, on this 28 day of MAY, 2008.

North Shore Community Bank &
Trust Company

By: Richard Chan

Its: VICE PRESIDENT

ATTEST:

Sandra Graham

Its: Loan Operations Officer

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Richard Chan and Sandra Graham, respectively

Vice President and Loan Operations Officer of North Shore Community Bank & Trust Company, as such Vice President and Loan Operations Officer, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of May, 2008.

Mark Wellington
Notary Public



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EXHIBIT A LEGAL DESCRIPTION TOTAL PARCEL

PARCEL 1: LOTS 5 AND 6 IN STEWART'S RESUBDIVISION OF LOTS 10 TO 14, IN BLOCK 20 IN NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16, BOTH INCLUSIVE, AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO LOTS 1, 3 AND THAT PART OF LOT 2, LYING BETWEEN THE CHICAGO AND MILWAUKEE RIGHT OF WAY OF LOT 3 PRODUCED TO THE NORTH LINE OF LOT 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL THAT PART OF LOT 4 LYING WEST OF THE EAST LINE OF LOT 5, EXTENDED SOUTH AND LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4, AND RUNNING THENCE NORTHEASTERLY 45 FEET TO A POINT 0.44 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 4 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTHEASTERLY IN A STRAIGHT LINE, 123 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 4, 0.10 FEET SOUTHEASTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT 4, IN STEWART'S RESUBDIVISION OF LOTS 10 TO 14, BOTH INCLUSIVE, IN BLOCK 20 IN NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16, AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH SECTION OF OUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 15 IN BLOCK 20, IN NORTH EVANSTON, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2607-17 Prairie Road, Evanston, IL 60201

PINs: 05-34-423-011-0000; 05-34-423-010-0000; 05-34-423-023-0000; 05-34-423-009-0000.

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EXHIBIT B

LEGAL DESCRIPTION - COMMERCIAL PARCEL

THAT PART OF THE FOLLOWING THREE PARCELS;

PARCEL 1: LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 10 TO 14 IN BLOCK 20 IN NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16 AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO LOTS 1, 3 AND THAT PART OF LOT 2 LYING BETWEEN THE CHICAGO AND MILWAUKEE RIGHT OF WAY OF LOT 3 PRODUCED TO THE NORTH LINE OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO PARCEL 2: ALL THAT PART OF LOT 4 LYING WEST OF THE EAST LINE OF LOT 5, EXTENDED SOUTH AND LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4, AND RUNNING THENCE NORTHEASTERLY 45 FEET TO A POINT 0.44 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 4 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTHEASTERLY IN A STRAIGHT LINE 123 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 4, 0.10 FEET SOUTHEASTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT 4, IN STEWARTS RESUBDIVISION OF LOTS 10 TO 14, BOTH INCLUSIVE, IN BLOCK 20 IN NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16 AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH SECTION OF OUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO PARCEL 3: LOT 15 IN BLOCK 20, IN NORTH EVANSTON, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 15, THENCE S 27° 57' 31" E ALONG THE WESTERLY LINE OF PARCELS 1, 2 AND 3, A DISTANCE OF 53.76 FEET; THENCE N 65° 57' 57" E A DISTANCE OF 3.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 65° 57' 57" E (ALONG THE APPROXIMATE CENTERLINE OF WALLS) A DISTANCE OF 8.12 FEET; THENCE S 24° 02' 03" E A DISTANCE OF 4.95 FEET; THENCE N 65° 57' 57" E A DISTANCE OF 7.58 FEET; THENCE S 23° 59' 28" E A DISTANCE OF 80.19 FEET; THENCE S 61° 42' 04" W A DISTANCE OF 9.69 FEET; THENCE N 28° 05' 08" W, ALONG THE INTERIOR FACE OF WALLS, A DISTANCE OF 1.08 FEET; THENCE S 61° 54' 52" W A DISTANCE OF 0.52 FEET; THENCE N 28° 05' 08" W A DISTANCE OF 5.06 FEET; THENCE N 61° 54' 52" E A DISTANCE OF 0.52 FEET; THENCE N 28° 05' 08" W A DISTANCE OF 6.58 FEET; THENCE S 61° 54' 52" W A DISTANCE OF 1.32 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 1.35 FEET; THENCE S 61° 54' 52" W A DISTANCE OF 1.65 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 11.34 FEET; THENCE N 62° 01' 07" E A DISTANCE OF 1.60 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 3.79 FEET; THENCE S 62° 01' 07" W A DISTANCE OF 1.60 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 10.31 FEET; THENCE N 62° 01' 07" E A DISTANCE OF 1.60 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 3.74 FEET; THENCE S 62° 01' 07" W A DISTANCE OF 1.60 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 10.24 FEET; THENCE N 62° 01' 07" E A DISTANCE OF 1.60 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 3.70 FEET; THENCE S 62° 01' 07" W A DISTANCE OF 1.60 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 1.48 FEET; THENCE N 62° 01' 07" E A DISTANCE OF 1.88 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 1.31 FEET; THENCE N 62° 01' 07" E A DISTANCE OF 1.06 FEET; THENCE N 27° 59' 10" W A DISTANCE OF 6.49 FEET; THENCE S 62° 00' 50" W A DISTANCE OF 0.44 FEET; THENCE N 27° 59' 10" W A DISTANCE OF 5.07 FEET; THENCE N 62° 00' 50" E A DISTANCE OF 0.44 FEET; THENCE N 27° 59' 10" W A DISTANCE OF 4.54 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 26.90 FEET CITY OF EVANSTON DATUM AND BELOW AN ELEVATION OF 37.05 FEET, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2611-2613 Prairie Avenue, Evanston, IL 60201

PINs: 05-34-423-011-0000; 05-34-423-010-0000; 05-34-423-023-0000; 05-34-423-009-0000.

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EXHIBIT C

LEGAL DESCRIPTION - RESIDENTIAL PARCEL

PARCEL 1: LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 10 TO 14 IN BLOCK 20 IN NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16 AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF OUILMETTE RESERVE IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO LOTS 1, 3 AND THAT PART OF LOT 2 LYING BETWEEN THE CHICAGO AND MILWAUKEE RIGHT OF WAY OF LOT 3 PRODUCED TO THE NORTH LINE OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO PARCEL 2: ALL THAT PART OF LOT 4 LYING WEST OF THE EAST LINE OF LOT 5, EXTENDED SOUTH AND LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4, AND RUNNING THENCE NORTHEASTERLY 45 FEET TO A POINT 0.44 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 4 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTHEASTERLY IN A STRAIGHT LINE 123 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 4, 0.10 FEET SOUTHEASTERLY FROM THE NORTHEASTERLY CORNER OF SAID LOT 4, IN STEWARTS RESUBDIVISION OF LOTS 10 TO 14, BOTH INCLUSIVE, IN BLOCK 20 IN NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11 TO 16 AND THE WEST 4.3 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH SECTION OF OUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

ALSO PARCEL 3: LOT 15 IN BLOCK 20, IN NORTH EVANSTON, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO

EXCEPTING THAT PART OF PARCELS 1, 2 AND 3 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 15, THENCE S 27° 57' 31" E ALONG THE WESTERLY LINE OF PARCELS 1, 2 AND 3, A DISTANCE OF 53.76 FEET; THENCE N 63° 57' 57" E A DISTANCE OF 3.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 65° 57' 57" E (ALONG THE APPROXIMATE CENTERLINE OF WALLS) A DISTANCE OF 8.12 FEET; THENCE S 24° 02' 03" E A DISTANCE OF 4.95 FEET; THENCE N 65° 57' 57" E A DISTANCE OF 7.58 FEET; THENCE S 23° 59' 28" E A DISTANCE OF 80.19 FEET; THENCE S 61° 43' 04" W A DISTANCE OF 9.69 FEET; THENCE N 28° 05' 08" W, ALONG THE INTERIOR FACE OF WALLS, A DISTANCE OF 1.08 FEET; THENCE S 61° 54' 52" W A DISTANCE OF 0.52 FEET; THENCE N 28° 05' 08" W A DISTANCE OF 5.06 FEET; THENCE N 61° 54' 52" E A DISTANCE OF 0.52 FEET; THENCE N 28° 05' 08" W A DISTANCE OF 6.58 FEET; THENCE S 61° 54' 52" W A DISTANCE OF 1.32 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 1.35 FEET; THENCE S 61° 54' 52" W A DISTANCE OF 1.65 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 11.34 FEET; THENCE N 62° 01' 07" E A DISTANCE OF 1.60 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 3.79 FEET; THENCE S 62° 01' 07" W A DISTANCE OF 1.60 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 10.31 FEET; THENCE N 62° 01' 07" E A DISTANCE OF 1.60 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 3.74 FEET; THENCE S 62° 01' 07" W A DISTANCE OF 1.60 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 10.24 FEET; THENCE N 62° 01' 07" E A DISTANCE OF 1.60 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 3.70 FEET; THENCE S 62° 01' 07" W A DISTANCE OF 1.60 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 11.48 FEET; THENCE N 62° 01' 07" E A DISTANCE OF 1.88 FEET; THENCE N 27° 58' 53" W A DISTANCE OF 1.31 FEET; THENCE N 62° 01' 07" E A DISTANCE OF 1.06 FEET; THENCE N 27° 59' 10" W A DISTANCE OF 6.49 FEET; THENCE S 62° 00' 50" W A DISTANCE OF 0.44 FEET; THENCE N 27° 59' 10" W A DISTANCE OF 5.07 FEET; THENCE N 62° 00' 50" E A DISTANCE OF 0.44 FEET; THENCE N 27° 59' 10" W A DISTANCE OF 4.54 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 26.90 FEET CITY OF EVANSTON DATUM AND BELOW AN ELEVATION OF 37.05 FEET, IN COOK COUNTY, ILLINOIS.

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