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DECLARATION OF RECIPROCAL EASEMENTS
AND PROTECTIVE COVENANTS

dated

July 22, 2008

This Document Prepared by and after Recording Return to:
Rebecca M. Shanaman
McCarthy Duffy LLP
180 N. LaSalle Street, Suite 1400
Chicago, Illinois 60601

Property of Cook County Clerk's Office

[Handwritten signature]

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DECLARATION OF RECIPROCAL EASEMENTS AND PROTECTIVE COVENANTS

THIS DECLARATION is made and entered into by Lee Barker and Kristina Barker (collectively, the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the legal title holder of the parcel of real estate located in the City of Chicago, County of Cook and State of Illinois which is legally described on Exhibit A attached hereto and consists of the garage located on the property with the commonly known address of 5546 South Dorchester, Chicago, Illinois (the "Land"), together with the existing garage and other permanent fixtures attached thereon (the "Building" and, together with the Land, and all rights and privileges belonging or in anywise pertaining thereto, collectively referred to herein as the "Property"), which Property is subdivided into two (2) separate parcels (the "Parcels" and each a "Parcel") as identified on said Exhibit A; and

WHEREAS, Declarant and its successors and assigns shall retain ownership of the northern parcel ("Parcel A") and shall convey the southern parcel ("Parcel B") to Elizabeth A. Fama and John H. Cochrane and their successors and assigns (the "Purchaser"); and

WHEREAS, the Declarant desires to establish for its own benefit and for the mutual benefit of Purchaser and all other future owners or occupants of the Property or any part thereof, certain easements and rights in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the any party acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to facilitate the proper administration of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, the Declarant, as the legal title holder of the Property hereinbefore described, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

EASEMENTS AND RELATED PROVISIONS

Section 1.01 Easements. Declarant, as owner of the entire Property, does hereby declare the following perpetual easements for the benefit of the Property:

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(a) **Party Wall Easement.** Easements are declared over, across and upon and under those parts of the Property comprised of structural walls between the Parcels ("*Party Walls*") for the purpose of maintaining the same as separations between said Parcels and to use the Party Walls for the purpose of furnishing connection, support, or attachment including, without limitation, slabs and structural systems of their respective parts of the Property ("*Party Wall Easements*");

(b) **Public Utilities Easement.** An easement is declared over, across, upon and under the Property for the installation and maintenance of any existing water, gas, electric and telephone lines which bring utility service to the Property ("*Public Utilities Easement*");

(c) **Footings and Wall Easements.** Easements are declared over and under the Property for the continued existence of any footing (including the footings for the Party Wall and the footings for the any structural columns which support the roof system) ("*Footings and Wall Easements*");

(d) **General Maintenance Easement.** A general easement is declared over, across, upon and under the Property generally as is needed to permit the orderly and efficient maintenance of the Property ("*General Maintenance Easement*"); and

(e) **Restoration Easement.** A general easement is declared over, across, upon and under the Property generally as is needed to permit the orderly and efficient restoration of the Property in the event of a casualty ("*Restoration Easement*").

For convenience, the Party Wall Easement, Public Utilities Easement, Footings and Wall Easements, General Maintenance Easement and Restoration Easement are herein collectively referred to as "*Easements*". Except as otherwise expressly provided in this Declaration, the Easements shall not be changed except by written action approved by the owners of Parcel A and the owners of Parcel B. In the event a Parcel Owner elects not to restore the improvements located on its Parcel after a casualty or elects to remove said improvements, all such Easements, including, without limitation, the Party Wall Easements and the Footings and Wall Easements, shall survive and said Parcel Owner shall take no action, or fail to take any action required hereunder, the result of which is to deprive any other Parcel Owner of the use and enjoyment of any of said Easements, and any Parcel Owner restoring and/or maintaining the portion of the Building located on its Parcel shall have the right to erect such walls and supporting structures and utilities on the Parcel or Parcels of owners not so restoring or maintaining their Parcels as improved so as to permit the continued use and enjoyment thereof.

Section 1.02. Encroachments. If by reason of the construction, repair, reconstruction, settlement or shifting of a portion of the Building on one Parcel, any part thereof encroaches or shall hereafter encroach upon any other Parcel, then in any such event valid easements for the maintenance of such encroachment and for such use of the Property as described above are hereby established and shall exist for the benefit of such Parcel or Parcels, so long as all or any part of the Building shall remain standing; *provided, however,* that in no event shall a valid easement for any encroachment or use of the Property be created in favor of any Parcel if such

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encroachment or use is created by the intentional, willful or negligent conduct of the owner thereof or its agent.

ARTICLE II

MAINTENANCE AND REPAIR

Section 2.01. Parcel Owners' Maintenance Obligations. (a) The owners of Parcel A and the Owners of Parcel B (collectively referred to herein as "Parcel Owners") shall maintain, repair and replace, or cause to be maintained, repaired and replaced, the following portions of the Property in a clean, sightly, safe and good condition (hereinafter called "Maintenance"):

- (i) Common Footings and Walls. The maintenance, repair and replacement of the common footings and walls.
- (ii) Façade. The maintenance, repair and replacement of the exterior of the Building.
- (iii) Common Utility Lines. The maintenance, repair and replacement of the common utility lines.

(b) Except as otherwise provided herein, each Parcel Owner, at its own expense, shall furnish and be responsible for all of the maintenance, repairs and replacements of all improvements and fixtures located within its own Parcel and serving only said Parcel, including, but not limited to, the doors, lighting fixtures and other electrical fixtures.

(c) In the event that the Property is in violation of the Building Code of the City of Chicago, the County of Cook or other governmental unit having jurisdiction over the Property and such violation is (i) not the result of any intentional act or negligence on behalf of the owner of either Parcel and (ii) is not contained to one (1) Parcel, then the owners of Parcel A and Parcel B shall cooperate to perform any and all repairs necessary to bring the Property into compliance with the Building Code and share equally any and all costs directly arising out of such violation, including, without limitation, the cost of repair.

Section 2.02. Protective Maintenance. Whenever one Parcel Owner shall determine, in his reasonable discretion, that any maintenance or repair of the other Parcel is necessary to protect any portion of the Building, said Parcel Owner shall notify the other Parcel Owner of the necessity for such maintenance or repair. If the Parcel Owner of the Parcel which needs repair, falls or refuses to perform the required maintenance within a ninety (90) days after his receipt of notice, the other Parcel Owner may cause such maintenance and repair to be performed at the expense of the Parcel Owner of the damaged property. Notwithstanding anything set forth to the contrary above, no Parcel owner shall have the right to undertake repairs of the other Parcel after ninety (90) days, in the event that (i) the necessary repairs cannot reasonably be completed within ninety (90) days, (ii) the owner of the parcel in need of repair has undertaken such repairs and is diligently pursuing said repairs to completion. A lien shall be imposed on the non-performing

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Parcel Owner's Parcel in favor of the performing Parcel Owner to secure the payment of all amounts owed to the performing Parcel Owner.

Section 2.03. Building Repairs. Whenever one Parcel Owner, in his reasonable determination determines that the Building requires repair(s) in order to address either (i) a current Building deficiency or (ii) to protect against any reasonably foreseeable Building deficiency including, but not limited to the patching, replacement or other repair to the roof, said Parcel Owner shall notify the other Parcel Owner of the necessary repair and such second Parcel Owner shall cooperate in any necessary repair and shall contribute half of all costs associated therewith.

Section 2.04. Negligence of Parcel Owner. If, due to the act or negligence of a Parcel Owner, or its invitee or other authorized occupant or visitor of such Parcel Owner, damages shall be caused to a Parcel or Parcels owned by others, and maintenance, repairs or replacements are required, then such negligent Parcel Owner shall pay for such damage or such maintenance, repairs or replacements as may be determined by the other Parcel Owner.

Section 2.05. Joint Facilities. To the extent that equipment, facilities and fixtures within any Parcel or Parcels shall be connected to similar equipment, facilities or fixtures affecting or serving other Parcels, then the use thereof by the individual Parcel Owners shall be subject to the reasonable requirements of the other Parcel Owner. The affected Parcel Owner shall be entitled to reasonable access to the individual Parcels as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other Parcels.

Section 2.06. Duty to Cooperate. When a repair of the Building or any Parcel therein is necessary as set forth in Sections 2.01., 2.02., 2.03. and 2.04., then both Parcel Owners have a good faith duty to cooperate fully with the other Parcel Owner in order to facilitate and complete such repair. Said duty of cooperation shall include, but not limited to, (i) allowing the other Parcel Owner or any contractor, repairman or agent thereof access to the Parcel Owners respective Parcel, (ii) entering into and agreeing to be bound by any contracts necessitated by such repair, (iii) by promptly paying any fees and costs associated with the required repairs and (iv) by meeting with the other Parcel Owner within a reasonable time after receiving notification of any required repair. In the event that a dispute arises between the Parcel Owners as to the necessity of cost or payment or any other aspect of a repair as set forth herein shall dispute shall be settled pursuant to Section 5.09 hereof. In the event that a third party has made a repair to the Building, the cost of such repair shall be shared equally between the owner of Parcel A and the owner of Parcel B.

Section 2.07. Lien Rights. If either Parcel Owner does not pay its share of any necessary repair costs within a reasonable time (the "Delinquent Parcel Owner" or "DPO"), the other Parcel Owner (the "Non-Delinquent Parcel Owner" or "NDPO") has the right to pay to said the DPO's share of any such cost. The NDPO then has the right to put a lien on the DPO's Parcel in the amount of the DPO's unpaid share of any such cost, which lien shall remain on the DPO's Parcel until such time as the DPO reimburses the NDPO thereafter.

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ARTICLE III

INSURANCE

Each parcel owner shall use reasonable efforts to insure his respective parcel as part of his homeowner's policy, which policy shall include property and liability insurance. In the event that either parcel owner shall not be able to insure his parcel under his homeowner's insurance, then each party shall have a good faith duty to cooperate with respect to procuring and maintaining property and liability insurance on the Building. The cost of such insurance shall be shared equally between the owners of Parcel A and the owners of Parcel B. If such insurance is purchased jointly as set forth herein and Parcel Owner does not pay its half of the amount owed on the property insurance within a reasonable time after being notified of such amount, then the other Parcel Owner may pay the outstanding amount and put a lien on the Parcel belonging to the non-performing Parcel Owner for the unpaid amount until he or she is reimbursed by said Parcel Owner.

Neither Parcel Owner shall be entitled to act in any way which raises the rate of the property insurance. If the action of either Parcel Owner does so raise the rate of such property insurance, then said Parcel Owner shall immediately cease the action causing the rates to rise and reimburse the other Parcel Owner for the difference in the property insurance rate caused by the prohibited activity.

ARTICLE IV

USE AND OCCUPANCY RESTRICTIONS

Section 4.01. General Use and Occupancy. The Parcels shall be used and occupied as follows:

(a) *Parcel B.* Parcel B is only to be used in connection with the ownership, use and enjoyment of the Benefited Property as more specifically described on Exhibit B attached hereto and commonly referred to as the southern half of the garage located at 5545 S. Dorchester Avenue, Chicago, Illinois.

(b) *Parcels.* Each Parcel shall be permitted to be used for the purpose of parking automobiles and any sports utility vehicle and or pick-up truck. No Parcel shall be used for any purposes which is contrary to any law, ordinance, rule, regulation or code requirement, whether federal, state, county, municipal or otherwise, or any covenant, condition or restriction of record.

(c) *Easements.* The portions of the Property designed for use pursuant to the Easements granted herein (the "Easement Areas") shall be used for access, ingress and egress to and from the respective Parcels by the Parcel Owners, occupants and their agents, servants, employees, invitees and licensees, and for such other purposes for which they are intended.

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Section 4.02. Covenants and Restrictions as to Use and Occupancy. The use and occupancy of the Parcels shall be subject to the following covenants and restrictions:

(a) *Obstructions.* There shall be no obstruction of either Parcel or the Easement Areas nor shall anything be stored in the Easement Areas except as herein expressly provided.

(b) *Nuisance.* No noxious or offensive activity shall be carried on in any Parcel, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Parcel Owners or occupants.

(c) *Impairment of Structural Integrity.* Except as constructed or altered by or with the permission of the Declarant or the Association, nothing shall be done in any Parcel which will impair the structural integrity of the Building. No Parcel Owner shall overload the floors of any Parcel.

(d) *Maintenance of Parcel.* Subject to the terms and provisions hereof, each Parcel Owner shall be obligated to maintain and keep in good order and repair its Parcel.

(e) *Storage.* Neither Parcel Owner shall store on its respective Parcel: (i) any flammable or other hazardous materials, excluding the gas contained in the gas tanks of the vehicles, or (ii) any consumable items or other items causing or tending to cause a vermin infestation.

ARTICLE V

GENERAL PROVISIONS

Section 5.01. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George W. Bush, President of the United States.

Section 5.02. Rights and Obligations. Each purchaser under a purchase contract for a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be the covenants running with the land and shall bind any person having at any time an interest or estate in the Property, and shall inure to the benefit of each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

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Section 5.03. Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5.04. Partial Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 5.05. Construction and Headings. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a multi-occupant garage with shared facilities as described herein. The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the paragraphs to which they apply.

Section 5.06. Amendments. This Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by all of the Parcel Owners and any mortgagees. The change, modification or rescission shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Cook County, Illinois; *provided, however,* that no provision of this Declaration affecting the rights, privileges or duties of the Declarant may be modified without its written consent.

Section 5.07. Real Estate Taxes. In the event that for any year real estate taxes are not separately taxed to each Parcel, but rather are taxed on the Property as a whole, then each owner shall pay its real estate taxes in accordance with the "pay by legal" procedures of the Cook County Assessor.

Section 5.08. Mutual Indemnity. Each Parcel Owner shall hold all other Parcel Owners and their invitees harmless and defend and indemnify each of them against loss, cost, damage, claims and liabilities including, without limitation, reasonable attorney's fees and costs of litigation, for all injuries to persons and damage to or loss of property occurring in or about the Property arising from (a) such Parcel Owner's occupancy of its Parcel (b) any activity or thing done or permitted by such Parcel Owner in or about its Parcel, (c) any breach or default on the part of the Parcel Owner in the performance of any covenant or agreement on the part of such Parcel Owner to be performed pursuant to the terms of this Declaration, (d) any other act or omission of the Parcel Owner, its agents, contractors, invitees, licensees, or arising from any other cause or source relating to or associated with the Parcel Owner, except in each case to the extent caused by the negligence or willful misconduct of any other Parcel Owner or (e) such Parcel Owners negligent failure to close and lock all man doors or automobile doors. Such Parcel Owner's obligation to indemnify the other Parcel Owners hereunder shall include the duty to defend against any such claims using counsel reasonably acceptable to the indemnified persons and to pay any judgments, settlements, costs, penalties, assessments, fines, fees and expenses, including attorneys' fees, incurred in connection herewith.


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Section 5.09. Arbitration. In the event the Parcel Owners have a dispute with respect to the Property which they cannot resolve within a reasonable time, such dispute shall be submitted to a panel of three (3) arbitrators. Such panel shall be composed of two (2) members chosen by each Parcel Owner, respectively, within five (5) business days after written notice of such dispute is delivered to said Parcel Owner and one (1) member chosen by the arbitrators previously selected. If either Parcel Owner shall fail to designate its arbitrator within said five (5) business day period, then the arbitrator designated by the first Parcel Owner shall act as the sole arbitrator and shall be deemed to be the single, mutually approved arbitrator to resolve such controversy. Subject to the foregoing, if an agreement as to the selection of a third arbitrator is not reached within thirty (30) days after the selection of the initial two arbitrators, then the matter shall be submitted to the American Arbitration Association ("AAA") for an arbitration hearing in accordance with AAA's policies. The findings of such arbitrators shall be conclusive and binding on the parties. Such arbitrators shall also conclusively designate the party or parties to bear the expense of such determination and the amount to be borne by each. Each arbitrator shall be independent and shall have at least five (5) years of arbitration experience.

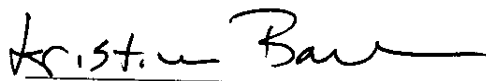
Section 5.10. Force Majeure. Whenever this agreement requires any act (other than the payment of money) to be performed by a certain time or within a certain period of time, the time for the performance of such act shall be extended by the period of any delays in such performance caused by war, invasion, hostilities, work stoppages, boycotts, slowdowns, strikes, lockouts, civil commotion, riots, unpreventable storages of materials, equipment labor or energy, casualties, acts of God or other conditions or events beyond the control of the party required to perform such act.

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IN WITNESS WHEREOF, LEE BARKER AND KRISTINA BARKER AND JOHN H. COCHRANE AND ELIZABETH A. FAMA, have signed their name to these presents this 30th day of July, 2008.



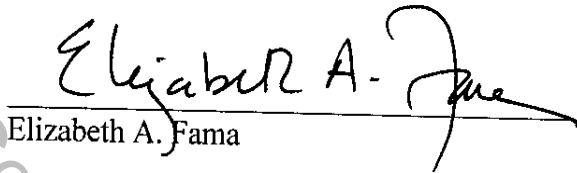
Lee Barker

 by Lee Barker

Kristina Barker *her attorney in fact*



John H. Cochrane



Elizabeth A. Fama

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, HECTOR RODRIGUEZ, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lee Barker and Kristina Barker and John H. Cochrane and Elizabeth A. Fama, personally known to me, whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of July, 2008.





Notary Public

My Commission Expires:

7/23/12

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PARCEL A

THE SOUTH 3 FEET OF LOT 9 AND THE NORTH 44 FEET OF LOT 10 IN BLOCK 59 IN HOPKIN'S TO HYDE PARK, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, BUT EXCLUDING THE PORTION THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 21.63 FEET; THENCE PERPENDICULAR TO THE NORTH LINE 20.77 FEET TO THE POINT OF BEGINNING; OF THE FOLLOWING DESCRIBED PARCEL: THENCE SOUTH TO POINT THAT IS 4.75 FEET NORTH OF THE SOUTH LINE, AND 21.63 FEET EAST OF THE WEST LINE A DISTANCE OF 21.58 FEET; THENCE WEST TO A POINT THAT IS 4.68 FEET NORTH OF THE SOUTH LINE, AND 0.51 FEET EAST OF THE WEST LINE, A DISTANCE OF 21.12 FEET; THENCE NORTH TO A POINT THAT IS 26.26 FEET NORTH OF THE SOUTH LINE, AND 0.51 FEET EAST OF THE WEST LINE, A DISTANCE OF 21.58 FEET; THENCE EAST ALONG THE CENTERLINE OF A PARTY WALL 21.12 FEET TO THE HEREON DESCRIBED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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PARCEL B

A PORTION OF THE SOUTH 3 FEET OF LOT 9 AND THE NORTH 44 FEET OF LOT 10 IN BLOCK 59 IN HOPKIN'S TO HYDE PARK, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT AND WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 21.63 FEET; THENCE PERPENDICULAR TO THE NORTH LINE 20.77 FEET TO THE POINT OF BEGINNING; OF THE FOLLOWING DESCRIBED PARCEL: THENCE SOUTH TO POINT THAT IS 4.75 FEET NORTH OF THE SOUTH LINE, AND 21.63 FEET EAST OF THE WEST LINE A DISTANCE OF 21.58 FEET; THENCE WEST TO A POINT THAT IS 4.68 FEET NORTH OF THE SOUTH LINE, AND 0.51 FEET EAST OF THE WEST LINE, A DISTANCE OF 21.12 FEET; THENCE NORTH TO A POINT THAT IS 26.26 FEET NORTH OF THE SOUTH LINE, AND 0.51 FEET EAST OF THE WEST LINE, A DISTANCE OF 21.58 FEET; THENCE EAST ALONG THE CENTERLINE OF A PARTY WALL 21.12 FEET TO THE HEREON DESCRIBED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

Approved for Cook County Clerk's Office