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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 3118 N. LINCOLN, CHICAGO, ILLINOIS

This Instrument Was Prepared By,
And After Recording Should Be Returned To:

Ryan H. Shpritz
Kovitz Shifrin Nesbit
750 W. Lake Cook Road, Suite 350
Buffalo Grove, IL 60089

Property Address: 3118 N. Lincoln, Chicago, Illinois 60657

Property Identification Numbers:

Box 400-CTCC

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THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 3118 N. LINCOLN, CHICAGO, ILLINOIS (this "Declaration") is entered into as of the 6th day of ~~August~~ ^{December}, 2011, by and among, Chicago Title Land Trust Company, as Trustee u/t/a dated June 22, 2011, Known as Trust No. 8002357392, and Crown Lofts Condominium Association, an Illinois not-for-profit corporation.

RECITALS:

WHEREAS, the undersigned represent all of the fee simple owners of the Total Property (as hereinafter defined); and

WHEREAS, the undersigned desire to enter an agreement to govern the use of the Total Property and the allocation of costs associated therewith, as more specifically set forth herein.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

The following capitalized terms shall have the meanings set forth below:

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 "Building" means that certain five (5) story building commonly known as 3118 N. Lincoln, Chicago, Illinois 60657.

1.3 "Commercial Property" means all improvements and Facilities constructed or reconstructed within or exclusively serving the commercial space containing approximately 1372 Sq. ft. of net rentable area on the ground floor of the Building and that portion of the Parcel not containing any portion of the Building, but excluding any Facilities exclusively serving the Residential Property (including the garage and other parking areas), which Commercial Property is legally described in Exhibit C, attached hereto and made a part hereof.

1.4 "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.

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

1.6 "Condominium Association" means Crown Lofts Condominium Association 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

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representative of the Owners of the 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.

1.7 "Condominium Declaration" means that certain Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants Establishing a Plan for Condominium Ownership of Premises at 3118 North Lincoln Avenue, Chicago, IL 60657, Pursuant to Condominium Property Act of Illinois for Crown Loft Condominiums dated December 6, 1999 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 99362751 together with any amendments and supplements thereto.

1.8 "Condominium Property" means the portion of the Parcel containing the residential improvements as legally described in Exhibit B, attached hereto and made part hereof.

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

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

1.11 "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.

1.12 "Facilities" means all components of the domestic water, sanitary waste, storm water, electrical, telephone, cable, television, gas, 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.

1.13 "Improvements" means the Residential Improvements and the Commercial Property.

1.14 "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

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the improvements portions of such Facilities for any of the above purposes, subject, however, to any limitations set forth elsewhere in this Declaration.

1.15 "Mortgage" means a mortgage or trust deed in the nature of a mortgage on the Common Elements of the Residential Property or on the Commercial Property, but shall not include a mortgage or trust deed on a Unit in the Residential Property.

1.16 "Mortgagee" means the holder of a Mortgage.

1.17 "Owner" means either the Owner of the Residential Property or the Owner of the Commercial Property, as the context requires. "Owners" means the Owner of the Residential Property and the Owner of the Commercial Property. If and so long as any portion of the Residential Property constitutes condominium property subject to the Act, the Owner of such Residential Property shall mean collectively all of the Unit Owners in and to such Residential Property and not individually, and the rights of such Owner shall be exercised by the Condominium Association by its Board of Managers administering such Residential Property on behalf of its Unit Owners, except for such rights or benefits expressly granted to its Unit Owners, and except for Easements which by their nature are exercisable only by Unit Owners. In the event of any action taken by the Condominium Association's Board of Managers, the Unit Owners shall be bound as if such Unit Owners had expressly consented and agreed to such actions by the Condominium Association. All obligations under this Declaration of the Owner of the Residential Property shall be obligations jointly and severally of both the Condominium Association and all Unit Owners in such Residential Property and any lien arising against the Owner of the Residential Property may be imposed against the Units of all such Unit Owners based upon their percentages of interest in the Common Elements appurtenant to such Residential Property.

1.18 "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. Whenever there is more than one Owner of the Residential Property and 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.

1.19 "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.

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

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

1.22 "Residential Improvements" means all improvements constructed or reconstructed upon and within the Parcel, including, without limitation, the Building, the Facilities, parking areas, sidewalks and landscaping located in, on or under the Parcel, but excluding the Commercial Property.

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1.23 "Residential Property" means the portion of the Parcel containing the Residential Improvements, as legally described in Exhibit B, attached hereto and made a part hereof.

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

1.25 "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 non-performing 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.

1.26 "Unit" means any portion of the Residential Property submitted to the Act described as a "Unit" in the Condominium Declaration.

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

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

ARTICLE 2

EASEMENTS IN FAVOR OF 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 (the term "Granted" or "granted" as hereinafter used in describing Easements shall be deemed to mean "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 Declaration.

(b) A non-exclusive Easement for access to use for their intended purposes and maintenance of all Facilities located in the Condominium Property and connected to Facilities located in the Commercial Property (and any replacement thereon) which provide or shall be

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necessary or desirable to provide the Commercial Property with any utilities or other services, including without limitation, the use of the roofs the use of the parking areas, or the use of the exterior of the Building for the installation, maintenance, replacement and removal of exhaust vents fire suppression systems, the water supply system, the HVAC systems serving the Commercial Property, the mechanical and electrical systems of the Building, and for an easement over any driveways. Access is also hereby granted to the gas meter room, water pump room, the Com Ed vault and, access to the HVAC or other mechanical systems or rooms wherever located in the Building. Access is also granted to the interior and exterior parking drives and areas, to the roof of the Building, the corridor for repairs,, as well as trash removal.

(c) A non-exclusive Easement, permitting encroachments if and to the extent that, by reason of the original construction or design, any construction between the date of original construction and the date hereof or any reconstruction or replacement authorized by the terms of this Declaration, of any part of the Commercial Property or the subsequent settlement or shifting of any part of the Commercial Property, any part of the Commercial Property encroaches or shall hereafter encroach upon any part of the Residential Property. Such Easement permitting encroachments shall exist only as long as the encroaching portion of the Commercial Property continues to exist.

(d) An Easement (i) in and to all Common Walls, Floors and Ceilings 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 perimeter doors, interior hallways, passageways, stairs, lifts and other areas which by way of example and not limitation, shall allow deliveries of merchandise and materials to and from the Commercial Property. Deliveries to and from the Commercial Property shall be limited to the Lincoln Avenue access and shall not be permitted through the alley or garage, except in the case of inclement weather conditions.

(f) A non-exclusive Easement for access to and the use of the trash room, the electrical room, the storage room, the utility room and all other areas of the Residential Property necessary or appropriate to provide the Owner of the Commercial Property use and Maintenance of all utility services (water, gas, electric, telephone and wireless communications) for the Commercial Property, use of the trash room, and access to all public rights of way abutting the Parcel, which Easement shall include ingress and egress over, on, across and through the parking garage or parking area of the Residential Property which by way of example and not limitation, shall allow access to, and ingress and egress from, the parking space Number 2 in the garage assigned to the Owner of the Commercial Property. Included in such Easement shall be the right to install, use, replace and maintain two (2) trash bins or dumpsters, as reasonably necessary, in the alley access so long as the installation, usage, replacement or maintenance thereof does not diminish the Owner of the Residential Property's usage of any parking spaces (guest or assigned) or adversely impact their access thereof. The Owner of the Commercial Space shall contract or otherwise make arrangements with third parties for the collection and disposal of its trash collected therein if not otherwise provided by the applicable municipal entity.

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(g) A non-exclusive Easement for pedestrian ingress and egress in an Emergency Situation to and from, over, on, across and through the Condominium Property.

(h) A non-exclusive Easement for ingress and egress and regress (and, where reasonably necessary, use) for persons, material and equipment over, on, across and through the Condominium Property to the extent reasonably necessary to permit the construction, maintenance, repair, replacement, restoration or reconstruction of the Commercial Property as required or permitted pursuant to this Declaration, or to the extent reasonably necessary to exercise the Easements set forth in this Section 2.1 or to provide structural support required by Article 5 hereof or to assist in providing the services required under Section 4.2.

(i) A non-exclusive Easement for the use of the exhaust shafts and ducts and related ventilation equipment serving the Commercial Property and located in or passing through the Condominium Property permitting exhaust ventilation.

(j) A non-exclusive Easement to construct, remove, install, reinstall and thereafter maintain lights and signs on the exterior of the Condominium Property above the location of the retail spaces on the north, east and west sides of the Building. The Owner of the Residential Property reserves the right at all times to approve, but not unreasonably withhold approval of, the design, location and size of any and all canopies and signs placed outside or on the Building. The Owner of the Commercial Property shall not place any signs on the interior of the Commercial Property which are visible to the exterior of the Building except as approved by the Residential Property Owner and may only place signage on the exterior of the Building facing Lincoln (shall not be permitted on the North, South or West walls of the building). This Easement shall run in favor of the Owner of the Commercial Property, its successors and/or assigns and its tenants. Such lights and signs shall be commercially reasonable both in size and content and shall not be a nuisance to any owner or occupant of the Condominium Property.

2.2 None of the Easements created under this Article 2 which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Residential Property shall be subject to limitations with respect to the use of such Easements, including, without limitation, limitations with respect to the establishment of limited hours of the day or days of the week during which such Easements may be used; provided however, any easement granting ingress and egress or parking rights shall have no limitations of any kind. Each Easement created under this Article 2 which provides or requires, for its enjoyment, ingress and egress on, over, across or through the roof of the Building shall be subject (except in an Emergency Situation) to such reasonable limitations regarding the establishment of 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 applicable portion of the Residential Property and in order to assure the reasonable security of the applicable portion of the Residential Property; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any Easement.

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

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Property and shall run in favor of and inure to the benefit of and be appurtenant to the Commercial Property and each portion thereof.

ARTICLE 3 EASEMENTS IN FAVOR OF 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 Declaration.

(b) A non-exclusive Easement (i) for access to and the use for their intended purposes and Maintenance of all Facilities located in the Commercial Property and connected to Facilities located in the Residential Property (and any replacement thereof) which provide the Residential Property with any utilities or other services.

(c) A non-exclusive Easement permitting encroachments if and to the extent that, by reason of the original construction, any construction between the date of original construction and the date hereof or any reconstruction or replacement authorized by the terms of this Agreement of the Residential Improvements or the subsequent settlement or shifting of any part of the Residential Improvements, any part of the Residential Improvements encroaches or shall hereafter encroach upon any part of the Commercial Property. Such Easement permitting encroachments shall exist only as long as the encroaching portion of the Residential Improvements continues to exist.

(d) An 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 access to and ingress and egress to and from the Residential Property and any public right of way adjoining the Commercial Property, which Easement shall be across those areas of the Commercial Property which are not improved with any permanent structure and which are necessary for access, ingress and egress to and from the garage portion of the Residential Property.

3.2 Each Easement created under this Article 3 which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Commercial Property shall be subject (except in an Emergency Situation) to such Reasonable limitations, including, without limitation, rules and regulations, as the Owner of the Commercial Property may, from time to time, impose with respect to the use of such Easements, including, without limitation, the establishment of limited hours of the day or days of the week during which such Easement may be used to prevent any unreasonable interference with the use and operation of the Commercial Property and in order to assure the Reasonable security of the

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Commercial Property; 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 this Article 3 shall be binding upon the Commercial Property and the Owner of the Commercial Property and shall run in favor of and inure to the benefit of and be appurtenant to the Residential Property.

ARTICLE 4 SERVICES BY OWNER OF RESIDENTIAL PROPERTY AND BY OWNER OF COMMERCIAL PROPERTY

4.1 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 and the tenants of the Commercial Property to the extent required and on the same basis as such services are provided to residents of the Residential Property:

(a) Utilities And Other Similar Services. Maintenance of all Facilities located in the Residential Property and connected to and shared with Facilities located in the Commercial Property, including without limitation, the domestic water supply system, sanitary waste system, 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, pump, boiler 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.

(b) City Water Supply System. Paying for the supply of city water, subject to the Owner of the Commercial Property's obligation to reimburse the Owner of the Residential Property for the Commercial Property's share of such payments based on the percentages set forth in Section 4.4. At the discretion of the Owner of the Commercial Property, a water meter may be installed specific to the Commercial Property. The expenses associated with the water meter installation shall be borne by the Owner of the Commercial Property.

(c) Facade. Maintenance, repair, and replacement of the Building exterior.

(d) Roof. Maintenance, repair, and replacement of the roof of the Building.

(e) Other Services, Fire & Life Safety, Electrical Maintenance, Building Insurance, Building Licenses and Permits (other than permits exclusively serving the Residential Property), General and Administrative Miscellaneous (except for those exclusively serving the Residential Property).

4.2 The Owner of the Commercial Property shall furnish, or cause to be furnished, as and when necessary, the following service to the Owner of the Residential Property to the extent required and on the same basis as such services are provided to residents or tenants of the Commercial Property: maintenance of exterior landscaping and snow removal in front of the Building (including the public sidewalk located there).

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4.3 The respective Owners agree to cooperate with the other Owners in its efforts to secure and furnish the foregoing services.

4.4 The submission of statements for services rendered pursuant to this Article 4, 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 12.9%, and the Owner of the Residential Property shall bear 87.1% (such percentages based on the estimated total square footage of the Commercial Property and the Residential Property, respectively, in relation to the total square footage of the Building), of the total cost of the services to be furnished, or caused to be furnished, as described in Paragraphs 4.1 and 4.2 of this Declaration. Notwithstanding the foregoing, the Commercial Property Owner shall not be charged for expenses incurred for maintenance and repairs related to the elevator.

(b) Submission and Payment of Statements. Owner of Residential Property or Owner shall submit an estimated annual budget ("Budget") to the Owner of the Commercial Property for services obligated under this Declaration no later than the first of the year. Owner of the Commercial Property shall pay monthly no later than the fifth (5th) of the month. At the conclusion of the year, Owner of the Residential Property or Owner shall submit a statement to the Owner of the Commercial Property for services rendered and actually paid for pursuant to this Declaration during the year. To the extent the Budget estimate was less than actually paid, the Owner of Commercial Property shall reimburse the Owner of the Residential Property for the difference within thirty (30) days thereafter; and to the extent the Budget estimate was more than actually paid, the Owner of Residential Property shall reimburse the Owner of the Commercial Property for the difference within thirty (30) days s.

4.5 If the Owner of the Residential Property shall fail to render the services described in Section 4.1 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, the sole remedy therefor available to the Owner of the Commercial Property shall be 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 Owner of the Residential Property or to set off against other amounts which may be due the to the Owner of the Residential Property against such costs and expenses, which costs and expenses shall include the costs incurred by the Owner of the Commercial Property in enforcing the obligations of the Owner of the Residential Property under this Declaration. Such notice shall not be required in an Emergency Situation resulting from such failure.

4.6 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 ninety (90) 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,

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discontinue furnishing of the services for which payment has not been received until said sum of money is paid.

4.7 If the Owner of the Commercial Property shall fail to render the services described in Section 4.2 above to the Owner of the Residential Property (except when such failure is caused by the Owner of the Residential 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 Commercial Property, the sole remedy therefor available to the Owner of the Residential Property shall be 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 Owner of the Commercial Property or to set off against other amounts which may be due to the Owner of the Commercial Property against such costs and expenses, which costs and expenses shall include the costs incurred by the Owner of the Residential Property in enforcing the obligations of the Owner of the Commercial Property under this Declaration. Such notice shall not be required in an Emergency Situation resulting from such failure.

4.8 If, at any time, the Owner of the Residential Property shall fail to pay to the Owner of the Commercial Property any sum of money payable to it pursuant to the terms of this Declaration for ninety (90) days after written notice from the Owner of the Commercial Property demanding payment of said sum of money, then, subject to Section 11.4, the Owner of the Commercial 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.

4.9 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:

(a) Walls, Floors and Ceilings. Maintenance, repair and replacement of the Building exterior and interior walls, floors and ceilings exclusively appurtenant to their respective portions of the Building. Where such walls, floors and ceilings are shared in common, the Owner of the Commercial Property shall be responsible for the Maintenance, repair and replacement of its drywall and the Owner of the Residential Property shall be responsible for the balance of the Maintenance, repair and replacement 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.

(b) Elevator. Maintenance, repair and replacement of the Elevator shall be the sole responsibility of the Owner of the Residential Property

4.10 In addition to the foregoing provisions of this Article 4, the Owner of the Commercial Property shall be solely responsible for all of the cost of the maintenance, repair, and replacement of its doors, and windows, adjacent to and serving exclusively the Commercial Property, as well as a separate Commercial Property management fee, or other costs directly attributable to the Commercial Property.

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ARTICLE 5 STRUCTURAL SUPPORT

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

5.2 Except in the case in which Article 9 is applicable, if substitute or additional structural support or Facilities are required in any portion of the Improvements in which the structural support or Facilities shall have been reduced or the safety of any portion of the Improvements is endangered, then such repair shall be a common expense.

5.3 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.

5.4 If delay in constructing substitute or additional support would endanger the structural safety or integrity of any portions of the Improvements, then the Owner of the portion of the Total Property benefited thereby shall, upon not less than twenty (20) 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, or the Owners may jointly undertake to provide substitute or additional structural support; provided, however, the responsible Owner shall be liable for and pay all costs and expenses incurred as a result of any Owners provisions of any required substitute or additional support.

5.5 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 6 COMPLIANCE WITH LAWS; REMOVAL OF LIENS; ZONING

6.1 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 Chicago and any other entity or agency now or hereafter having jurisdiction of the Total Property or any portion thereof, if noncompliance 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 Improvements themselves or would jeopardize the other Owner's right to occupy or use

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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. NO GUARANTY OR REPRESENTATION IS MADE AND NONE HAS BEEN OR SHALL BE RELIED UPON BY ANY PARTY WITH REGARD TO THE FOREGOING STATEMENTS MADE IN THIS PARAGRAPH WITH RESPECT TO COMPLIANCE WITH LAWS OR OTHERWISE.

6.2 No Owner shall permit the filing of any mechanic's, 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 thereover, plus interest at the Default Rate (defined below in Article 10.4) 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 (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 thirty-five percent (135%) 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

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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.

6.3 Each Owner (hereinafter in this Section 6.3, the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify and hold harmless the other Owner (hereinafter in this Section 6.3, the "Indemnitee") from and against any and all claims against the Indemnitees for losses liabilities, 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.

6.4 Without limiting the provisions of Section 6.1, neither Owner shall make any Alterations (as that term is hereinbelow 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 the provisions of the Chicago 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 Chicago Zoning Ordinance. No Owner shall have the right to request or obtain any amendment to the Chicago Zoning Ordinance as applicable to any portions of the Total Property without the written consent of the other Owner.

ARTICLE 7

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ARTICLE 8 INSURANCE

8.1 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

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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. At the discretion and election of the Owner of the Residential Property, all such policies shall include flood and water back-up insurance.

(b) The Owner of the Residential 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 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 buildings in the City of Chicago, but in all events 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 \$1,000,000.00 combined single limit per occurrence with a general policy aggregate of \$2,000,000.00 for personal and bodily injury or property damage. The Owner of the Residential Property shall be required to maintain such reasonable 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.

(d) At the election of the Owner of the Commercial Property, the insurance to be maintained by the Owner of the Commercial Property may be maintained by a tenant or tenants of the Commercial Property. If and to the extent such tenant or tenants or the Owner of the Commercial Property has a net worth or net shareholder equity of more than \$25,000,000.00, such party may elect to self-insure some or all of the risks covered by the otherwise required insurance policies.

(e) (i) Owner of the Commercial Property shall bear 12.9%, and the Owner of the Residential Property shall bear 87.1% 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. Such amounts shall specifically exclude premiums for coverages not insuring the Total Property, including, without limitation, the Condominium Association's directors and officers liability policy and any insurance for items covering components of the Residential Property, such as the elevator.

(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 Declaration, and said statement shall be paid by the Owner of the Commercial Property together with its regular assessments due under this Declaration. Such statements shall include copies of the policies or certificates of insurance, the paid receipts for such premiums and the calculations of each party's share of the premiums.

8.2 Insurance policies required by Section 8.1 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 investment grade according to

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Best's Insurance Report or a substantially equivalent rating from a nationally-recognized insurance rating service.

8.3 Limits of liability or types of insurance specified in this Article 8 shall be reasonable and prudent for an Owner of a first-class property and shall be jointly reviewed by the Owners upon renewal, but no less frequently than annually. 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. Notwithstanding the foregoing if and to the extent the insurance for the Commercial Property is provided by a tenant or tenants of the Commercial Property pursuant to Section 8.1(d) hereof, any increase in the required coverages shall be subject to the reasonable consent of such tenant or tenants.

8.4 Certificates delineating all forms of coverage and endorsements required hereunder shall be delivered by each Owner to the other Owner 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 AND EACH MAY, UPON REQUEST, NAME THE OTHER OWNERS' MORTGAGE LENDERS AND/OR TENANTS AS ADDITIONAL INSURED ON SUCH POLICIES. 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 8, 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.

ARTICLE 9 MAINTENANCE, REPAIR & DAMAGE TO THE COMMERCIAL PROPERTY AND RESIDENTIAL PROPERTY

9.1 The Owner of the Commercial Property, at its sole cost and expense, shall keep the Commercial Property and all Facilities located therein (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 said repairs or replacements are to the interior 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 Commercial Property to be rebuilt as nearly as commercially practicable to the Commercial Property as constructed prior to the damage unless prohibited by law or unless the Owner of the Residential Property

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otherwise agrees. Provisions concerning modifications, alterations, or improvements to the interior of the Commercial Property are set forth in Article 14 of this Declaration.

9.2 Except as expressly provided in Section 9.1, the Owner of the Residential Property shall at its sole cost and expense, keep all Facilities located in the Residential Property and all portions of the Residential Property necessary to provide structural support, Easements and other services to the Commercial Property required 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 necessary or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects, fire or other casualty or otherwise. 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 provision to the extent that such Maintenance results from damage caused by the other Owner.

9.3 If at any time 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 to the other Owner under Article 4 hereto then (i) the Owner benefitting 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.

9.4 Without limiting the generality of the foregoing, if the Improvements are damaged by fire, flood, water damage or other casualty and (a) only the Residential Property is damaged or destroyed or (b) only the Commercial Property is damaged or destroyed, then 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 18 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 and shall have a lien on the insurance proceeds to pay the costs and expenses of such repair and restoration work; 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 and shall have a

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lien on the insurance proceeds to pay the costs and expenses of such repair and restoration work. 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 Declaration, 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 8 hereof and on any condemnation award pursuant to Article 12, in an amount necessary so that the other Owner shall have sufficient proceeds 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;
- (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.

Notwithstanding anything set forth to the contrary herein, the rights of the holder of the Mortgage on the Commercial Property pursuant to the terms of said Mortgage shall have first priority and be paramount to any and all liens or encumbrances contemplated in this Article 9 shall at all times be subordinate to in all respects to the rights of the holder of the Mortgage on the Commercial Property.

9.5 If the Improvements are damaged by fire or other casualty and if the provisions of Section 9.4 are not applicable because the nature of the damage does not fall within the categories set forth in clause (a) or (b) of Section 9.4, the then 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 11 hereof. The plans and specifications for such repair and restoration shall provide for the Improvements to be rebuilt as nearly as commercially

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practicable to the Improvements as constructed prior to 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 9.5 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 on its Improvements are inadequate to pay the cost and expense of repairing and restoring their respective Improvements 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. 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.

9.6 If the Improvements are destroyed or substantially damaged and the Owners agree not to rebuild, repair or restore the Improvements, then the Improvements 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 Improvements. In such event, the available insurance proceeds (after deducting the demolition costs and expenses) shall be paid to each respective 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 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 12.9% and owned by the Owner of the Residential Property as to an undivided 87.1% interest as Tenants in Common.

ARTICLE 10 LIENS, RIGHTS AND REMEDIES

10.1 If, at any time, either Owner (a "Debtor Owner") fails within thirty (30) days after notice or demand to pay any sum of money due the other Owner (a "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 12, 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 8 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 10 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 10.1 shall be subordinate to any first 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

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the other Owner to enforce collection of any monies owed under this Declaration to such other Owner. Notwithstanding anything set forth to the contrary herein, the rights of the holder of a Mortgage on the Commercial Property pursuant to the terms of said Mortgage shall have first priority and be paramount to any and all liens, encumbrances, or claims contemplated in this Article 10 of any Creditor Owner. Any such liens, encumbrance or claims by any Creditor Owner shall at all times be subordinate to in all respects to the rights of the holder of a Mortgage on the Commercial Property.

10.2 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 Owners Unit Ownership on account of such claim shall be deemed released against such Unit Owners 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.

10.3 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.

10.4 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 LaSalle National Bank in Chicago, Illinois, 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 Bank of America, and no maximum lawful rate applies, then interest shall accrue at the annual Default Rate of eighteen percent (18%).

10.5 Except as expressly provided in this Declaration, the rights and remedies of each Owner provided for in this Article 10 or elsewhere in this Declaration 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 Declaration, 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

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under or pursuant to this Declaration. 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.

10.6 Each claim of any Owner arising under this Declaration 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.

10.7 Actions to enforce any right, claim or lien under this Declaration 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 Mortgagee to obtain possession of the applicable Property.

10.8 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 10. If not otherwise provided for in this Declaration and except for emergency situations, a defaulting Owner shall have an opportunity to cure any default hereunder within seven (7) business days ("Cure Period") after receiving notice from the other Owner specifying the alleged default; provided however, if the Defaulting Owner undertakes action to cure any default within the Cure Period, and thereafter diligently prosecutes action to cure the default; and provided further, that the nature of the default is such that it cannot be reasonably cured within said Cure Period, the Cure Period shall be extended for such additional time which may be reasonably necessary to cure the default.

ARTICLE 11 ARBITRATION

11.1 The following matters shall be submitted for arbitration to the American Arbitration Association (the "AAA") pursuant and subject to the provisions of this Article 11:

(a) Any dispute, claim or controversy arising under this Declaration involving an amount not exceeding \$50,000.00; 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

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a party to any arbitration of a Matter involving a matter which requires the consent or approval of the Mortgagee hereunder.

11.2 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.

11.3 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 Declaration. 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 panel may hear and determine the Matter upon evidence at hand or produced by the appearing Owners. The arbitration costs shall be borne equally by each Owner.

11.4 Unless otherwise agreed in writing, the Owners shall continue to perform all obligations and make all payments due under this Declaration in accordance with this Declaration during the course of any arbitration constituted or conducted under the provisions of this Article 11. 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 11.

11.5 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 11.3 hereof) and no award or compensation shall include or be based on consequential or punitive damages. Notwithstanding any other provisions of this Declaration, 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

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thereon shall be entered by any court having jurisdiction. All proceedings pursuant to this Article 11 shall be confidential.

ARTICLE 12 CONDEMNATION

12.1 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 12, 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 12.

12.2 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 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.

12.3 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 Declaration. 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 sightly 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.

12.4 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 12.9%, and the Owner of the Residential Property shall receive 87.1%, of the total Award.

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ARTICLE 13 ESTOPPEL CERTIFICATES

13.1 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.

13.2 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 14 ALTERATIONS

14.1 (a) No changes, modifications, alterations, or improvements to the Commercial Property ("Alterations") shall be made without the prior written consent of the Owner of the Residential Property if such Alterations will:

- (i) adversely affect the benefits afforded to the Owner of the Residential Property by any Easement or unreasonably interrupt the Owner of the Residential Property's use or enjoyment of any Easement;
- (ii) adversely affect Facilities benefiting the Residential Property;
- (iii) increase the total square footage of the Improvements; or
- (iv) affect the zoning status of the Building or Total Property.
- (v) adversely impact the Residential Property;
- (vi) disrupt the reasonable operation and administration of the Residential Property including but not limited to the delayed access to the elevator or blockage of access or usage of any parking spaces or the parking area.

(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 Owner of the Residential Property, then before commencing or proceeding with such Alterations, the Owner of the Commercial Property 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 14.1. If the

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Owner of the Residential Property consents in writing to such Alterations, the Owner of the Commercial Property 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 Property's 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 14.1, the Owner of the Residential Property shall notify the Owner of the Commercial Property of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of this Section 14.1 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 14.1, then the Owner of the Commercial Property shall not commence with the Alterations or 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 14.1, 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.

(c) 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 Chicago 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) 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.

14.2 Applications for building permits to make Alterations shall be filed and processed by each Owner without the joinder of the other Owner in such application, unless the City of Chicago or other government agency having jurisdiction thereof requires joinder of the Owner. If joinder by such 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, each Owner shall indemnify and hold harmless the other Owner

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from and against any and all loss, liability, claims, judgments, costs and expenses arising out of the other Owner's execution of the application, permit or other instrument.

14.3 The Owner of the Commercial Property and Owner of the Residential Property each shall include in any construction contract a provision pursuant to which the contractor (i) recognizes the separate ownership of the Total 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 Owner who employs such contractor, or (ii) agrees that no lien or claim may be filed or maintained by such contractor or any subcontractors against the portion of the Total Property owned by the other Owner and agrees to comply with the provisions of Section 21 of the Illinois Mechanics Lien Act in connection with giving notice of such "no lien" provision.

14.4 Without the written consent of the Owner of the Commercial Property, no Alterations shall be made to the Residential Property which will: (i) adversely affect the benefit afforded to the Owner of the Commercial Property by any Easement; (ii) adversely affect Facilities benefitting the Commercial Property; (iii) increase the total square footage of the Improvements; or (iv) disturb the use and quiet enjoyment of the Commercial Property for an unreasonable period of time.

ARTICLE 15

INTENTIONALLY OMITTED.

ARTICLE 16 NOTICES

16.1 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:

Crown Lofts Condominium Association
3118 N. Lincoln
Chicago, Illinois 60657
Attention: President

If to the Owner of the Commercial Property:

William G. Sheffield and Christian Sheffield
1640 West Fulton Street
Chicago, IL 60612

With a copy to:

Ashland Addison Florist Co.

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1640 West Fulton Street
Chicago, IL 60612
Attn: William Sheffield

16.2 Any Notice delivered as aforesaid shall be deemed received (a) when delivered and receipted for if hand-delivered, (b) one (1) day after posting 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 legal process may be made.

ARTICLE 17 **LIMITATION OF LIABILITY**

17.1 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 repaired or in case of an Emergency Situation.

17.2 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 17.2, and then any such grantee's or successor's grantee or successor shall thereafter be so bound.

17.3 The enforcement of any rights or obligations contained in this Declaration 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 18 **DEPOSITARY**

18.1 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 Declaration. Except as otherwise provided hereunder, and subject to the rights of Mortgagees, all insurance proceeds under Articles 8 and 9 and condemnation awards under Article 12 shall be paid to the Depositary. The Depositary shall be selected by the Owners jointly and shall be a title insurance company,

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trust company or bank with offices in the City of Chicago. 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 11 hereof. If the Depositary resigns, a substitute Depositary shall be selected in the same manner as set forth in this Section 18.1 within thirty (30) days after the resigning Depositary notifies the Owner or Owners affected in writing.

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

18.3 All funds held by the Depositary 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 Depositary unless the proceeds or condemnation awards are paid to more than one Owner.

18.4 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 Depositary 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 Depositary 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 Depositary shall be obligated to pay funds from the Escrow pursuant to Section 18.5 hereof.

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18.5 Upon satisfaction of the requirements of Section 18.4 (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 named 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 18 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.

Notwithstanding anything set forth to the contrary herein, this Article 18 shall be subject to the rights of the holder of the Mortgage on the Commercial Property in all respects.

ARTICLE 19 GENERAL

19.1 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.

19.2 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 Declaration.

19.3 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.

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19.4 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 Recorder.

19.5 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 of ten (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 may be 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 (c) 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 Declaration.

19.6 If the Owner of the Commercial Property is required to obtain the consent of the Owner of the Residential Property for any matter hereunder, the Owner of the Commercial Property shall deliver to the Owner of the Residential Property a written request for such consent together with all information and documentation necessary for the Owner of the Residential Property to evaluate such request. If the Owner of the Residential Property 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 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 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 Owner of the Residential Property shall give or withhold its consent reasonably, and shall provide the Owner of the Commercial Property with a reasonable explanation for withholding its consent, if such consent is withheld.

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

19.8 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 the undersigned 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.

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19.9 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 of ten (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.

19.10 The parties hereto acknowledge that this Declaration, and all other instruments in connection herewith, have been negotiated, executed and delivered in the City of Chicago, 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.

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

19.12 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.

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

19.14 Parking Space P-2, as delineated on Page 2 of survey attached to Declaration of Condominium recorded as Document No. 99362751, is assigned to the Commercial Property Owner.

19.15 Resales. In the event of resale of the Commercial Property, a prospective purchaser of the Commercial Property shall have the right to have disclosure of the same information from the Association as is required under Section 22.1 of the Illinois Condominium Property Act.

ARTICLE 20 ADDITIONAL RESTRICTIONS

20.1 Notwithstanding anything contained herein to the contrary, the Commercial Property and the Owner of the Commercial Property shall be limited to operate solely during the hours of 7 a.m. and 8 p.m daily (except during holiday seasons) and shall also be subject to the following restrictions as to the use of the Commercial Property:

(a) 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:

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(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 the use or occupancy increased the amount of premiums, and if any additional amounts of insurance premiums are so 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, be unhealthy, unreasonably disturb any occupant of the Building or injure the reputation of the Building,

(v) may cause a noxious odor, noise or vibration to emanate from the Commercial Property,

(vi) may be disreputable, immoral or illegal, which prohibition shall include, but not be limited to use of all, or any portion of the Commercial Property as a massage parlor, for the sale of adult entertainment, services, books, magazines, videos and other adult products,

(vii) is not in keeping with a first-class building,

(viii) engages in the business of off-track betting

(ix) operates a restaurant, bar or nightclub; or

(x) engages in a retail liquor store for off-premise consumption which devotes more than 15% of the entire display space of the Commercial Property to the display of intoxicants, exclusive of wine and beer, (which intoxicants must be only first class, high grade spirits), or sells intoxicants (except wine, beer, and items use in cooking) in containers holding less than one-fifth of a gallon.

(b) The Owner of the Commercial Property shall at all times maintain the Commercial Property in a first-class, clean and sanitary condition, and the Owner of the Commercial property 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 of delivery of merchandise, supplies, equipment, trash and garbage shall be made only by way of the common area door and hallway on the north side of the building that has direct access to the Commercial Property in accordance with procedures and at all commercially reasonable times.

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(c) 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 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 limitations, 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 persons 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 Lease. As used in this Subsection, Hazardous Substances shall include, without limitation, flammables, explosives, radioactive materials, asbestos containing materials (ACMs), 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. Propane usage shall be permitted, but shall not be sold or stored on premise. Black iron cooking, of any kind, shall be prohibited.

(SEE FOLLOWING PAGE FOR SIGNATURES)

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**SIGNATURE PAGE OF CHICAGO TITLE LAND TRUST COMPANY,
AS TRUSTEE U/T/A DATED JUNE 22, 2011, KNOWN AS TRUST NO. 8002357392**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, it any, being expressly waived and released.



Chicago Title Land Trust Company not personally, but as Trustee U/T/A dated June 22, 2011, known as Trust No. 8002357392

By [Signature]

TRUST OFFICER

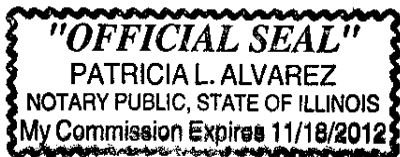
STATE OF ILLINOIS

) SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the above named Assistant Vice President of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Company, and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act as the free and voluntary act of the Company.

GIVEN under my hand and notarial seal, this 14th day of December, 2011.



[Signature]
Notary Public

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**EXHIBIT A
TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RECIPROCAL EASEMENTS
FOR 3118 N. LINCOLN
CHICAGO, ILLINOIS**

LEGAL DESCRIPTION OF PARCEL

LOTS 20 21 IN THE SUBDIVISION OF BLOCK 16 IN WILLIAM LILL AND HEIRS OF
MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4
OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 3118 N. Lincoln
Chicago, IL 60657

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EXHIBIT B TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 3118 N. LINCOLN, CHICAGO, ILLINOIS

LEGAL DESCRIPTION OF RESIDENTIAL PROPERTY

LOTS 20 AND 21 (EXCEPT THAT PART OF SAID LOTS WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +17.98 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.20 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 20; THENCE SOUTH 45°-00'-00" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 20; A DISTANCE OF 5.21 FEET TO THE PLACE OF BEGINNING (THE NORTHEASTERLY LINE OF SAID LOT 20 ALSO BEING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE CONTINUING SOUTH 45°-00'-00" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 20 AND ALONG THE NORTHEASTERLY LINE OF SAID LOT 21, A DISTANCE OF 36.74 FEET; THENCE SOUTH 45°-47'-45" WEST, 37.35 FEET; THENCE NORTH 45°-00'-00" WEST, 36.74 FEET; THENCE NORTH 45°-47'-45" EAST, 37.35 FEET TO THE PLACE OF BEGINNING,) ALL IN THE SUBDIVISION OF BLOCK 16 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

containing the following residential condominium units as delineated on pages 3, 4 and 5 of the survey attached to the Declaration of Condominium recorded as Document 99362751:

		Commonly known as
Unit 3A	PIN: 14-29-104-042-1001	3118-N. Lincoln Ave., 3A Chicago, IL 60657-3178
Unit 3B	PIN: 14-29-104-042-1002	3118-N. Lincoln Ave., 3B Chicago, IL 60657-3178
Unit 4A	PIN: 14-29-104-042-1003	3118-N. Lincoln Ave., 4A Chicago, IL 60657-3178
Unit 4B	PIN: 14-29-104-042-1004	3118-N. Lincoln Ave., 4B Chicago, IL 60657-3178
Unit 5A	PIN: 14-29-104-042-1005	3118-N. Lincoln Ave., 5A Chicago, IL 60657-3178
Unit 5B	PIN: 14-29-104-042-1006	3118-N. Lincoln Ave., 5B Chicago, IL 60657-3178

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**EXHIBIT C
TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RECIPROCAL EASEMENTS
FOR 3118 N. LINCOLN
CHICAGO, ILLINOIS**

LEGAL DESCRIPTION OF COMMERCIAL PROPERTY

LOTS 20 AND 21 (EXCEPT THAT PART LYING BETWEEN ELEVATION 36.11 FEET AND 69.01 FEET AND CONTAINED WITHING THE CROWN LOFT CONDOMINIUM) IN THE SUBDIVISION OF BLOCK 16 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSY'S DIVISION OF THE SOUTHWEST ½ OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE LEGAL DESCRIPTION IS ALSO KNOWN AS:

THE "COMMERCIAL SPACE 1" AS DELINEATED ON PAGE 2 OF THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 99362751, AND ADJACENT TO SAID CONDOMINIUM, MORE FULLY DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 20 AND 21 WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +17.98 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.20 FEET CHICAGO CITY AND IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 20, THENCE SOUTH 45° -00' -00" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 20, A DISTANCE OF 5.21 FEET TO THE PLACE OF BEGINNING (THE NORTHEASTERLY LINE OF SAID LOT 20 ALSO BEING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE CONTINUING SOUTH 45° -00' -00" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 20 AND ALONG THE NORTHEASTERLY LINE OF SAID LOT 21, A DISTANCE OF 36.74 FEET; THENCE SOUTH 45° -47' -45" WEST, 37.35 FEET; THENCE NORTH 45° -00' -00" WEST, 36.74 FEET; THENCE NORTH 45° -47' 45" EAST, 37.35 FEET TO THE PLACE OF BEGINNING, ALL IN THE SUBDIVISION OF BLOCK 16 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION IN THE WEST ½ OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND ALSO AS DELINEATED ON ATTACHED SURVEY MADE BY CERTIFIED SURVEY, INC. ORDER NO. 11039, DATED JUNE 23, 2011.

Street Address: Commercial Space, 1st Floor, 3118 N. Lincoln Ave., Chicago, IL 60657

PIN: 14-29-104-041

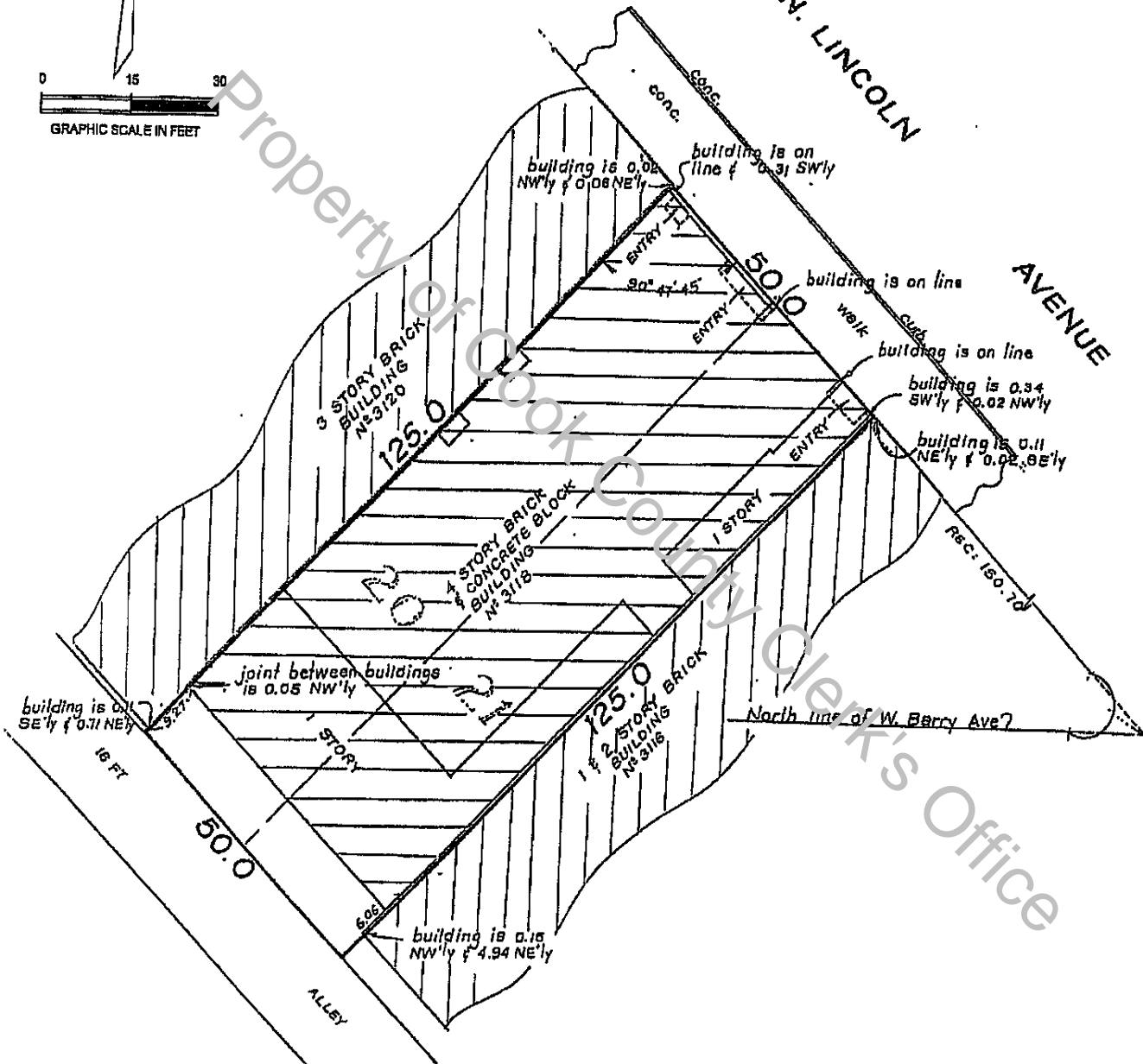
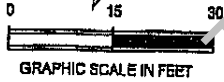
UNOFFICIAL COPY

CERTIFIED SURVEY, INC.

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

PLAT OF SURVEY

THAT PART OF LOTS 20 AND 21 WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +17.88 FEET CHICAGO CITY DATUM AND WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.20 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 20; THENCE SOUTH 45°-00'-00" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 20, A DISTANCE OF 8.21 FEET TO THE PLACE OF BEGINNING (THE NORTHEASTERLY LINE OF SAID LOT 20 ALSO BEING THE SOUTHWESTERLY LINE OF N. LINCOLN AVENUE); THENCE CONTINUING SOUTH 45°-00'-00" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 20 AND ALONG THE NORTHEASTERLY LINE OF SAID LOT 21, A DISTANCE OF 36.74 FEET; THENCE SOUTH 45°-47'-45" WEST, 37.35 FEET; THENCE NORTH 45°-00'-00" WEST, 36.74 FEET; THENCE NORTH 45°-47'-45" EAST, 37.35 FEET TO THE PLACE OF BEGINNING, ALL IN THE SUBDIVISION OF BLOCK 15 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



AMENDED AUGUST 22, 2011
DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

ORDER No. 110319

DATE: JUNE 23, 2011

ORDERED BY: JOHN DUFFY

PAGE 1 OF 2

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

DECIMALS OF FOOT AND THEIR EQUIVALENT IN INCHES AND FRACTIONS THEREOF.

.01=1/8"	.07=7/8"	.50=0'
.02=1/4"	.08=1"	.58=0'
.03=3/8"	.17=2"	.67=0'
.04=1/2"	.25=3"	.76=0'
.05=5/8"	.33=4"	.85=10"
.06=3/4"	.42=5"	.92=11"
		1.0=12"



COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.

STATE OF ILLINOIS) THIS PROFESSIONAL SERVICE CONFORMS TO
COUNTY OF COOK) SS THE CURRENT ILLINOIS MINIMUM STANDARDS
FOR A BOUNDARY SURVEY, MONUMENTS NOT
SET PER REQUEST OF CLIENT.

WE CERTIFIED SURVEY, INC DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

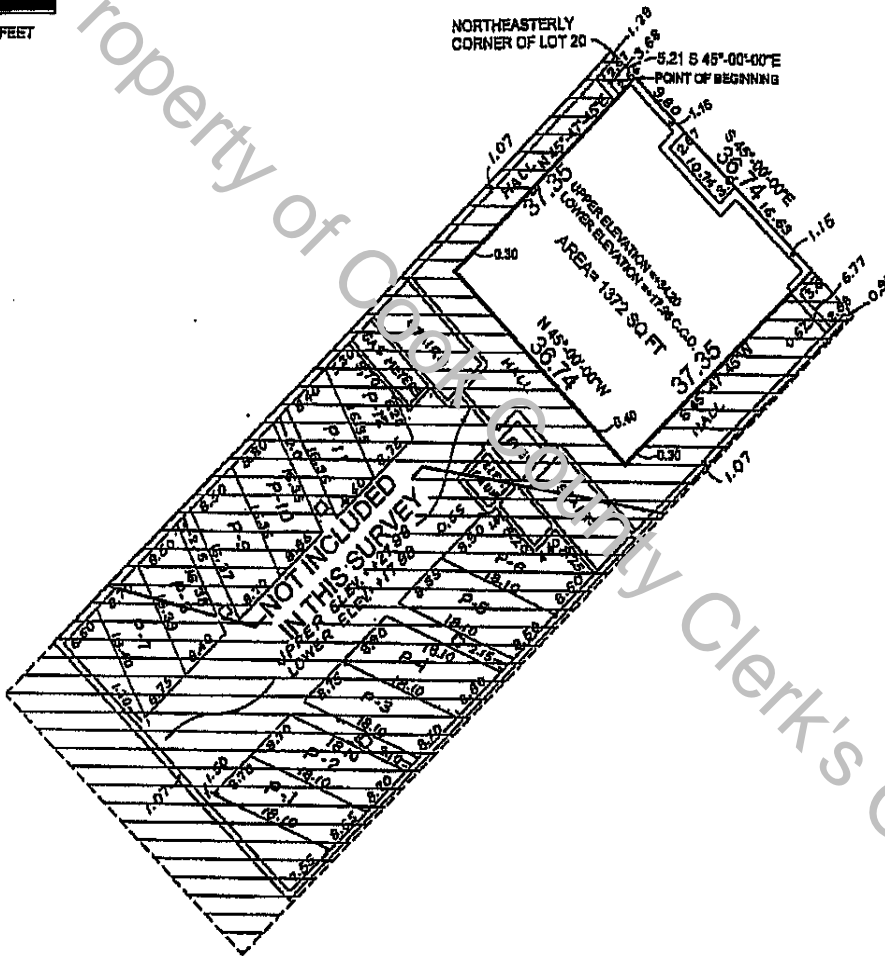
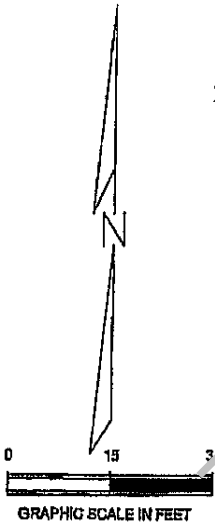
David A. Kostich
PROFESSIONAL ILLINOIS LAND SURVEYOR
LICENSE EXPIRES NOVEMBER 30, 2012

UNOFFICIAL COPY

CERTIFIED SURVEY, INC.

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

PLAT OF SURVEY



BENCHMARK
 CHICAGO STANDARD BENCH NUMBER 501
 LOCATED 10.8 FEET WEST OF THE EAST LINE
 OF N. GREENVIEW AVE. AND 5.0 FEET NORTH
 OF THE NORTH LINE OF W. FLETCHER ST.
 ELEV: +17.84 FT. CHICAGO CITY DATUM.

AMENDED AUGUST 22, 2011
 DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

ORDER No. 110319
 DATE: JUNE 23, 2011
 ORDERED BY: JOHN DUFFY
 PAGE 2 OF 2

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO
 RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

DECIMALS OF FOOT AND THEIR EQUIVALENT
 IN INCHES AND FRACTIONS THEREOF.

.01=1/8"	.07=7/8"	.50=0'
.02=1/4"	.08=1"	.55=7"
.03=3/8"	.17=2"	.57=8"
.04=1/2"	.26=3"	.75=9"
.06=5/8"	.33=4"	.83=10"
.08=3/4"	.42=5"	.92=11"
		1.0=12"



COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE
 REPORT ANY DIFFERENCE.


STATE OF ILLINOIS) THIS PROFESSIONAL SERVICE CONFORMS TO
 COUNTY OF COOK) SS THE CURRENT ILLINOIS MINIMUM STANDARDS
 FOR A BOUNDARY SURVEY, MONUMENTS NOT
 SET PER REQUEST OF CLIENT.

WE CERTIFIED SURVEY, INC DO HEREBY CERTIFY THAT WE HAVE
 SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT
 HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

David A. Kostich
 PROFESSIONAL ILLINOIS LAND SURVEYOR
 LICENSE EXPIRES NOVEMBER 30, 2012

UNOFFICIAL COPY

THE BOARD OF DIRECTORS HEREBY APPROVES THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 3118 N. LINCOLN, CHICAGO, ILLINOIS, THIS 2ND DAY OF NOVEMBER, 2011.



 James deBoutelo

Board of Directors of Crown Lofts
Condominium Association

Property of Cook County Clerk's Office

UNOFFICIAL COPY

CROWN LOFTS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for 3118 N. Lincoln, Chicago, Illinois ("REA"):

I AGREE THE REA SHOULD BE PASSED.

I DO NOT AGREE THE REA SHOULD BE PASSED.

OWNER:

 (signature)

ERNE NEWMAN (print name)

DATE: NOVEMBER 2, 2011

Property Address: 3118 N. LINCOLN AVE #4A; CHICAGO, IL 60657
Chicago, Illinois

UNOFFICIAL COPY

CROWN LOFTS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for 3118 N. Lincoln, Chicago, Illinois ("REA"):

I AGREE THE REA SHOULD BE PASSED.

I DO NOT AGREE THE REA SHOULD BE PASSED.

OWNER:

Joanna DiBartolo (signature)

JOANNA DIBARTOLO (print name)

DATE: NOVEMBER 22 2011

Property Address: 3118 N Lincoln 5B
Chicago, Illinois Chicago IL 60657

UNOFFICIAL COPY

CROWN LOFTS CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for 3118 N. Lincoln, Chicago, Illinois ("REA"):

I AGREE THE REA SHOULD BE PASSED.

I DO NOT AGREE THE REA SHOULD BE PASSED.

OWNER:

[Handwritten Signature] (signature)

Christine Kishner (print name)

DATE: 11/28/2011

Property Address: 3118 N. Lincoln #B
Chicago, Illinois