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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/15/2018 09:34 AM PG: 1 OF 42

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RECIPROCAL EASEMENTS FOR
702-708 LAKE STREET AND 139-147 N. EUCLID AVENUE, OAK PARK, ILLINOIS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS FOR 702-708 LAKE STREET AND 139-147 N. EUCLID AVENUE, OAK PARK, ILLINOIS (this "Agreement") is made and entered into as of the 14th day of May, 2018, by DISTRICT HOUSE LLC, an Illinois limited liability company ("Retail Owner"), and DISTRICT HOUSE RETAIL LLC, an Illinois limited liability company ("Declarant")

RECITALS:

A. Declarant is the owner of the real property situated in the Village of Oak Park, County of Cook, State of Illinois and legally described in Exhibit A attached hereto and made a part hereof (the "**Property**").

B. The Property is improved with a building consisting of five (5) floors, twenty-eight (28) condominium residences, ancillary parking spaces and auto lifts, and various other amenities (the "**Residential Parcel**") and two to three retail units on the ground floor consisting of approximately 4,423 square feet (the "**Retail Parcel**").

C. The Residential Parcel and the Retail Parcel are functionally dependent on one another, to some extent, for structural support, enclosure, ingress and egress, utility services, or other facilities and components necessary for the efficient operation and intended use of both the Residential Parcel and the Retail Parcel.

D. Declarant owns the Residential Parcel and will submit the Residential Parcel to the Act. Retail Owner owns the Retail Parcel, which has not been submitted to the Act. Retail Owner does not intend to submit the Retail Parcel to the Act.

F. Declarant desires to provide for the efficient operation of each respective portion, estate and interest in the Parcel, to assure the harmonious relationship of the owners of each such respective portion, estates or interest in the Parcel, and to protect the respective values of each such portion, estate and interest in the Parcel, by providing for, declaring, and creating certain easements, covenants, and restrictions against and affecting the Residential Parcel and the Retail Parcel, which easements, covenants, and restrictions will be binding upon each present and future owner of the Residential Parcel and of the Retail Parcel, or of any portion thereof or interest or estate therein.

NOW, THEREFORE, Declarant hereby declares that the Property and any part thereof is and will be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed, and accepted subject to this Agreement, and declares that each of the following easements, covenants,

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conditions, restrictions, burdens, uses, privileges, and charges created hereunder will exist at all times hereafter among, and will be binding upon and inure, to the extent provided herein, to the benefit of all parties having or acquiring any right, title, or interest in or to any portion of, or interest or estate in, the Property and each of the foregoing will run with the land subjected to this Agreement.

ARTICLE 1 DEFINITIONS

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

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

1.2 "**Building**" means that certain five (5) story building commonly known as 702-708 Lake Street and 141-147 Euclid, Oak Park, Illinois.

1.3 "**Common Elements**" means all portions of the Residential Parcel submitted from time to time to the Act pursuant to the Condominium Declaration except the Units.

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

1.5 "**Condominium Association**" means an Illinois not-for profit corporation formed for the purpose of administering the Residential Parcel pursuant to the Act. The Condominium Association will be the agent and representative of the Owners of the Residential Parcel whenever there is more than one Owner of the Residential Parcel. In such instances, whenever this Agreement requires or allows for actions to be taken by the Owner of the Residential Parcel, the Condominium Association will be the party to act for and on behalf of the Owners of the Residential Parcel.

1.6 "**Condominium Declaration**" means that certain Declaration of Condominium Pursuant to the Illinois Condominium Property Act for District House Condominium Association, an Illinois not for profit corporation, to be recorded, as amended from time to time, or any declaration of condominium ownership and of easements, restrictions, covenants, and by-laws that submits the Residential Parcel to the provisions of the Act, together with any amendments and supplements thereto.

1.7 "**Condominium Property**" means those portions of the Residential Parcel that, from time to time, are subject to the Condominium Declaration.

1.8 "**Declarant**" means District House LLC, District House Retail LLC, and their respective successors and assigns, collectively, and any other person or entity designated by Declarant to be Declarant.

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 Agreement.

1.11 "**Emergency Situation**" means a situation impairing or imminently likely to impair structural support of the Building or causing or imminently likely to cause bodily injury to persons or substantial physical damage to the Property or any property in, on, under, within, upon, or about the Property. The duration of an Emergency Situation will be deemed to include the time reasonably necessary to remedy the Emergency Situation.

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1.12 "**Facilities**" means all components of the domestic water, sanitary waste, storm water, electrical, telephone, cable or satellite television, gas, heating and air conditioning and all other utility 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: antennae, boilers, boxes, brackets, cabinets, cables, 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, satellite dishes, switches, systems, transformers, valves, vents, wiring and the like.

1.13 "**Improvements**" means the Residential Improvements and the Retail Improvements.

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

1.15 "**Mortgage**" means a mortgage or trust deed in the nature of a mortgage on the Common Elements of the Residential Parcel or on the Retail Parcel, but will not include a mortgage or trust deed on a Unit in the Residential Parcel.

1.16 "**Mortgagee**" means the holder of a Mortgage.

1.17 "**Non-Condominium Property**" means those portions of the Property that, from time to time, are not part of the Condominium Property or the Retail Parcel, if any.

1.18 "**Non-Condominium Property Owner**" means the record title holder, whether one or more persons, of fee simple title to the Non-Condominium Property or the Retail Parcel, if any.

1.19 "**Owner**" means either the Owner of the Residential Parcel or the Owner of the Retail Parcel, as the context requires. "**Owners**" means the Owner of the Residential Parcel and the Owner of the Retail Parcel, collectively. If and so long as any portion of the Residential Parcel constitutes Condominium Property subject to the Act, the Owner of the Residential Parcel means collectively all of the Unit Owners in and to the Condominium Property and not individually, and the rights of any Owner must be exercised by the Condominium Association by its Board of Managers administering the Condominium 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 will be bound as if the Unit Owners had expressly consented and agreed to such actions by the Condominium Association. All obligations under this Agreement of the Owner of the Condominium Property will be joint and several obligations of both the Condominium Association and all Unit Owners in the Condominium Property and any lien arising against the Owner of the Condominium Property may be imposed against the Units of all the Unit Owners based upon their percentages of interest in the Common Elements appurtenant to such Condominium Property.

1.20 "**Owner of the Residential Parcel**" means the person or entity (or persons or entities if more than one) at any time holding fee simple title to the Residential Parcel. Whenever there is more than one Owner of the Residential Parcel and actions are or must be taken by or on behalf of the Owners of the

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Residential Parcel, the Condominium Association will act for and on behalf of the Owners of the Residential Parcel and will be the sole authorized representative and agent of the Owners of the Residential Parcel in connection with this Agreement.

1.21 "**Owner of the Retail Parcel**" means the person or entity (or persons or entities if more than one) at any time holding fee simple title to the Retail Parcel. If the Retail Parcel is divided into more than one (1) parcel under separate ownership, for purposes of this Declaration, the Owner of the Retail Parcel will be deemed to be the representative of all such owners, as determined by such owners.

1.22 "**Property**" means the parcel of real estate legally described on Exhibit A attached hereto, which includes the Residential Parcel and the Retail Parcel.

1.23 "**Recorder**" means the Recorder of Deeds of Cook County, Illinois.

1.24 "**Residential Improvements**" means all improvements constructed or reconstructed upon and within the Residential Parcel, including, without limitation, the Building, the Facilities, parking areas, private balconies and decks, sidewalks, and landscaping located in, on, or under the Parcel, but excluding the Retail Improvements and the Retail Parcel.

1.25 "**Residential Parcel**" means the Building and all Residential Improvements and Facilities located therein, but specifically excluding the Retail Parcel, as legally described in Exhibit B, attached hereto and made a part hereof.

1.26 "**Retail Improvements**" means all improvements constructed or reconstructed upon and within the Retail Parcel, including, without limitation, the plate glass windows and storefronts, the exterior doors to the commercial spaces on the ground floor of the Building, the interior of the commercial spaces on the ground floor of the Building and the private patio serving same, but excluding the Residential Improvements, any Facilities exclusively serving the Residential Improvements and the Residential Parcel.

1.27 "**Retail Parcel**" means all Retail Improvements and Facilities constructed or reconstructed within or exclusively serving the commercial space on the ground floor of the Building, together with that certain setback between the south property line of the Property and the storefront exteriors on the Retail Parcel, but excluding any Facilities exclusively serving the Residential Parcel, which Retail Parcel is legally described in Exhibit C attached hereto and made a part hereof.

1.28 "**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 will be extended for a period equal to the period of any such Unavoidable Delay. The Owner unable to perform must 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. The non-performing Owner will, 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.

1.29 "**Unit**" means any portion of the Residential Parcel submitted to the Act and described as a "Unit" in the Condominium Declaration.

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

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

ARTICLE 2 EASEMENTS IN FAVOR OF RETAIL PARCEL

2.1 Easements. The following perpetual Easements in, upon, over, under, thru, along, across, and about certain portions of the Residential Parcel in favor of the Retail Parcel are hereby granted, reserved, declared and created (the term "**Granted**" or "**granted**" as hereinafter used in describing Easements are deemed to mean "granted, reserved, declared and created"):

(a) Structure. A non-exclusive Easement in and to all structural members, footings, caissons, foundations, columns, and beams and any other supporting components located in or constituting a part of the Residential Parcel, for the support and Maintenance of (i) the Retail Parcel and (ii) any Facilities located in the Residential Parcel with respect to which the Owner of the Retail Parcel is granted an Easement under this Agreement.

(b) Facilities. A non-exclusive Easement for (i) access to, (ii) the use for their intended purposes, and (iii) Maintenance of all Facilities located in the Residential Parcel and connected to Facilities located in the Retail Parcel, including without limitation, exhaust, toilets, plumbing, furnaces, venting and other flues, hot water heaters, the HVAC systems serving the Retail Parcel, the mechanical, plumbing, cable, and electrical systems in the Building that provide the Retail Parcel with any utilities or other services, the trash room (including use of and storage of any trash containers/bins serving the Retail Parcel) located in the garage of the Residential Parcel and forming a part of the Retail Premises, and the sidewalks included in the Residential Parcel and existing adjacent to the Retail Premises.

(c) Encroachments. 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 any part of the Retail Parcel or the subsequent settlement or shifting of any part of the Retail Parcel, any part of the Retail Parcel encroaches or does hereafter encroach upon any part of the Residential Parcel. Such Easement permitting encroachments will exist only as long as the encroaching portion of the Retail Parcel continues to exist.

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

(e) Signage. An exclusive Easement to the extent that, by reason of the original construction of the Building, it becomes necessary for the owners, tenants, occupants, or operators of any part of the Retail Parcel to attach signage on the Retail Parcel immediately adjacent to the Retail Parcel, provided that such signage is in full compliance with the terms of any leases or other occupancy agreements for the Retail Parcel and in compliance with all applicable laws, as described in Section 6.1 below.

(f) Access. A non-exclusive Easement for access to and the use and maintenance of the air conditioning compressors that serve the Retail Parcel and all other areas of the Residential Parcel necessary or appropriate to provide the Owner of the Retail Parcel use and Maintenance of all utility services for the Retail Parcel. The Owner of the Retail Parcel will contract or otherwise make arrangements with third parties for such maintenance unless both parties agree otherwise in accordance with Article 4 hereof.

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2.2 Limitations on Use of Easements. Each Easement created under this Article 2 that provides or requires, for its enjoyment, ingress and egress in, about, on, over, thru, along, and across the Residential Parcel will be subject (except in an Emergency Situation) to such reasonable limitations, including, without limitation, rules, and regulations, as the Owner of the Residential Parcel 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 Residential Parcel and in order to assure the reasonable security of the Residential Parcel; provided, however, that any such limitations will not preclude or unreasonably restrict enjoyment or exercise of any such Easement.

2.3 Binding Effect. Easements provided for, declared, or created under this Article 2 are binding upon the Residential Parcel and each Owner of the Residential Parcel and run in favor of and inure to the benefit of and will be appurtenant to the Retail Parcel and each portion thereof.

ARTICLE 3 EASEMENTS IN FAVOR OF RESIDENTIAL PARCEL

3.1 Easements. The following perpetual Easements in, upon, over, under, thru, along, across, and about portions of the Retail Parcel in favor of the Residential Parcel are hereby granted:

(a) Structure. A non-exclusive Easement in and to all structural members, footings, caissons, foundations, columns, and beams and any other supporting components located in or constituting a part of the Retail Parcel for the support and Maintenance of (i) the Residential Improvements and (ii) any Facilities located in the Retail Parcel with respect to which the Owner of the Residential Parcel is granted an Easement under this Agreement.

(b) Facilities. A non-exclusive Easement for access to and the use for their intended purposes and Maintenance of all Facilities located in the Retail Parcel and connected to Facilities located in the Residential Parcel (and any replacement, repair, renewal, alteration of settings and/or upgrading thereof), including without limitation, exhaust, toilet, plumbing and other vents and furnace, hot water heater and other flues, the HVAC systems serving the Residential Parcel and the mechanical, plumbing, cable and electrical systems in the Building which provide the Residential Parcel with any utilities or other services.

(c) Encroachments. 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, including any Unit therein, any part of the Residential Improvements encroaches or does hereafter encroach upon any part of the Retail Parcel. Such Easement permitting encroachments will exist only as long as the encroaching portion of the Residential Improvements continues to exist.

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

3.2 Limitations. Each Easement created under this Article 3 that provides or requires, for its enjoyment, ingress and egress in, about, on, over, thru, along, and across the Retail Parcel will be subject (except in an Emergency Situation) to such reasonable limitations, including, without limitation, rules, and regulations, as the Owner of the Retail Parcel may, from time to time, impose with respect to the use of

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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 Retail Parcel and in order to assure the reasonable security of the Retail Parcel; provided, however, that any such limitations will not preclude or unreasonably restrict enjoyment or exercise of any such Easement.

3.3 Binding Effect. Easements provided for, declared, or created under this Article 3 are binding upon the Retail Parcel and the Owner of the Retail Parcel and will run in favor of and inure to the benefit of and be appurtenant to the Residential Parcel.

ARTICLE 4 SERVICES BY OWNER OF RESIDENTIAL PARCEL AND BY OWNER OF RETAIL PARCEL

4.1 Services by Owner of Residential Parcel. The Owner of the Residential Parcel will furnish, or cause to be furnished, as and when necessary, the following services to the Owner of the Retail Parcel to the extent required and on the same basis as such services are provided to residents of the Residential Parcel:

- (a) Landscaping. Maintenance of exterior landscaping in front of the Building.
- (b) Utilities and Other Similar Services. Maintenance of all Facilities located in the Residential Parcel and connected to and shared with Facilities located in the Retail Parcel, including without limitation, the exhaust, toilet, plumbing and other vents, furnace, hot water heater and other flues and the mechanical, plumbing, cable and electrical systems in the Building. Included in such obligation is the Maintenance of any side walks, trash rooms, utility or sub-meter 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 sub-metered between the Retail Parcel and the Residential Parcel.
- (c) Village Water Metering. Metering of all water to the Building such that the water serving the Retail Parcel is separately metered (or sub-metered, as the Village of Oak Park may require) from the Residential Parcel and the water serving each of the separate retail units is further sub-metered as well so that there is a separate meter reading for each retail unit that allows the Owner of the Residential Parcel to invoice the Owner of the Retail Parcel separately for each retail unit's water usage.
- (d) Maintenance of Water Lines. Maintenance of all water lines from the Property's boundary line to the point of connection. Notwithstanding the foregoing, the Owner of the Residential Parcel will be responsible for the Maintenance of the water system from the point of connection to the tap or other end point; provided, however, that each Owner will have an Easement for the Maintenance of its Facilities as the same may be necessary to supplying hot and cold water to such Owner's portion of the Property.
- (e) Snow and Ice Removal. Removal of snow and ice by a retained third-party contractor who is on call and available each time it snows to remove snow and ice from all sidewalks, outdoor patios, and other common areas, including, but not limited to, those sidewalks leading to the street level entrances to the Building immediately in front of or adjacent to the exterior ground floor portions of the Building, together with all areas in front of the garage entrance and exit.

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(f) Building Exterior and Structure. Maintenance of the exterior of the Building and all structural elements of the Building that serve the Residential Parcel or the entire Building, including but not limited to tuck-pointing but specifically excluding the exterior doors and the handles and lock systems thereon to all or any part of the Retail Parcel (the “**Exterior Doors**”), the glass store front system that comprises the street side windows for the Retail Parcel (“**Glass Storefront System**”), and the patio area exclusively serving the Retail Parcel (the “**Patio**”) which Exterior Doors, Glass Storefront System, and Patio will be the sole responsibility of the Owner of the Retail Parcel. Notwithstanding any obligations the Owner of the Retail Parcel may have pursuant to the terms of leases or other occupancy agreements related to all or any portion of the Retail Parcel, the Owners specifically acknowledge and agree that the Owner of the Retail Parcel will notify the Owner of the Residential Parcel if there is any need for repairs to the exterior or structure of the Building and the Owner of the Residential Parcel will be obligated to make such repairs in accordance with the written notice the Owner of the Retail Parcel delivers to the Owner of the Residential Parcel, and the Parties acknowledge that such written notice will incorporate all requirements of any applicable leases with respect thereto, including the time frames for repair, which will not be less than thirty (30) days from the date the Owner of the Retail Parcel receives written notice from a tenant or occupant or such other longer time as may be reasonably necessary to complete such repair.

(g) Roof. Maintenance of all the portions of the roof of the Building independent of where located.

4.2 Property Manager. The Owner of the Residential Parcel will engage the services of a property manager for the Building who will administer and manage the Residential Parcel, all trash areas and sidewalk areas that the Residential Parcel and Retail Parcel may each use, whether separately or in common, and all billing for common area expenses. The Owner of the Retail Parcel is not required to engage the services of a property manager for purposes of administering and managing the Retail Parcel.

4.3 Cooperation. The Owner of the Retail Parcel will cooperate with the Owner of the Residential Parcel in its efforts to secure and furnish the foregoing services.

4.4 Billing. 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 will be made as follows:

(a) Allocation of Costs. The Owner of the Retail Parcel will bear six percent (6%) and the Owner of the Residential Parcel will bear ninety-four percent (94%) of the annual budget for the Maintenance of the Building, including the parking garage and trash areas located therein. The Owner of the Retail Parcel will bear forty percent (40%) and the Owner of the Residential Parcel will bear sixty percent (60%) of the budget for the Maintenance of the sidewalks and outdoor patio adjacent to the Building.

(b) Additional Agreed Upon Services. Nothing in this Section 4.3 will prevent the Owner of the Retail Parcel and the Owner of the Residential Parcel from mutually agreeing to additional shared services and the appropriate cost sharing arrangements for the same.

4.5 Self Help. If the Owner of the Residential Parcel fails to render the services described in Section 4.1 above to the Owner of the Retail Parcel (except when such failure is caused by the gross negligence or willful misconduct of the Owner of the Retail Parcel or an Unavoidable Delay) and such failure continues for a period of thirty (30) days after written notice thereof to the Owner of the Residential Parcel, the sole remedy therefor available to the Owner of the Retail Parcel is the right to undertake the

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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 Parcel. Such notice will not be required in an Emergency Situation resulting from such failure.

4.6 Failure to Pay. If, at any time, the Owner of the Retail Parcel fails to pay to the Owner of the Residential Parcel any sum of money payable to it pursuant to the terms of this Agreement for thirty (30) days after written notice from the Owner of the Residential Parcel demanding payment of the outstanding sum of money, then, subject to Section 11.4, the Owner of the Residential Parcel may, in addition to any other rights or remedies hereunder, discontinue furnishing of the services for which payment has not been received until the outstanding sum of money is paid.

4.7 Other Specific Obligations of Each Owner. The Owner of the Residential Parcel and the Owner of the Retail Parcel will each be responsible for, and will each 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 portions of the interior walls, floors, and ceilings exclusively appurtenant to their respective portions of the Building. Where such walls, floors, and ceilings are shared in common, each Owner will be responsible for such Maintenance, repair and replacement to the midpoint of such walls, floors, and ceilings except where the legal description of the Retail Parcel or the Residential Parcel, respectively, incorporates all or a different portion of such walls, floors, and ceilings.

(b) Extermination. The Residential Parcel Owner will at all times keep in full force and effect a written contract for regular professional extermination for the Residential Parcel and is required to produce evidence of the same upon request of the Retail Parcel Owner. Likewise, the Retail Parcel Owner will at all times keep in full force and effect or cause its tenants to keep in full force and effect, a written contract for regular professional extermination for the Retail Parcel and is required to produce evidence of the same upon request of the Residential Parcel Owner.

(c) Trash. The Owner of the Residential Parcel will contract for trash, refuse, and recycling collection ("**Trash Service**") for the Residential Parcel and the costs of such Trash Service for the Residential Parcel will be included in the annual budget for the Residential Parcel. The Owner of the Retail Parcel will contract for Trash Service for the Retail Parcel or cause its tenants to contract for Trash Service for the Retail Parcel, divided according to the reasonable determination of the Owner of the Retail Parcel based upon the types of users and types and amounts of waste generated thereby, subject to the reasonable approval of the property manager described in Section 4.2 above as to frequency and process.

(d) Exterior Lighting. The Owner of the Retail Parcel will be solely responsible for all costs associated with the Maintenance of the exterior lighting (if and to the extent permitted), signage, doors, and windows, adjacent to and serving the Retail Parcel exclusively.

(e) Window Coverings. Declarant and the Owner of the Retail Parcel will include in all documents governing the Retail Parcel and the Residential Parcel a rule requiring that all windows in the Building be covered with Phifer SheerWeave Interior Sun Control Fabrics, Style Series 2700, "Oyster" color, exterior face, regardless of the color of the interior face. This requirement ensures a uniform look of the outside of the Building, has been mandated by the Village of Oak Park, and will be enforced by Declarant and the Owner of the Retail Parcel.

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ARTICLE 5 STRUCTURAL SUPPORT

5.1 Adverse Impact on Structure Prohibited. No Owner will do or permit any act that would adversely affect the structural safety or integrity of the Improvements on the Property or any portion thereof.

5.2 Additional Structural Support. Except in a case where Article 9 is applicable, if substitute or additional structural support is required in any portion of the Improvements in which the structural support is found to be insufficient, for any reason, or where the structural safety of any portion of the Improvements is endangered, then the Owner of the Residential Parcel will be responsible for engaging a structural engineer and/or architect reasonably approved by the Owner of the Retail Parcel to determine what steps must be taken to shore up the structural support of the Improvements and then to engage a contractor to complete all work necessary to shore up such structural support, in accordance with plans and specifications prepared by the structural engineer and/or architect described above, which such plans and specifications must be approved by (except where the provisions of Article 14 do not require such approval) the Owner of the Retail Parcel.

5.3 Commencement of Work. The Owner of the Residential Parcel will commence, within a reasonable time under the circumstances, the construction of such substitute or additional support, free of all mechanics lien claims, and having commenced such construction will proceed diligently to complete such construction.

5.4 Delay in Completing Work. If any 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 Residential Parcel will, upon not less than thirty (30) days' advance written notice to the Owner of the Retail Parcel (except in an Emergency Situation, where such advance written notice is not required), 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, that the Owner of the Residential Parcel will be liable for and must pay all costs and expenses incurred for the construction of any required substitute or additional support, regardless of which Owner ultimately undertakes the work.

ARTICLE 6 COMPLIANCE WITH LAWS; REMOVAL OF LIENS; ZONING

6.1 Compliance with Laws. The Owners will 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, the State of Illinois, the County of Cook, the Village of Oak Park, and any other entity or agency now or hereafter having jurisdiction over the Property or any portion thereof. If noncompliance by an Owner with respect to its portion of the Property, or any part thereof, would subject the other Owner to civil or criminal liability, or would jeopardize the full force and 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 beneficially use its portion of the 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 will take any action or omit to take any action that could adversely affect (including, without limitation, increase the cost of) any of the insurance maintained by the other Owner.

6.2 No Liens. Neither Owner will permit the filing of any mechanic's, materialmen's, or any other lien on the other Owner's portion of the Property, or on its portion of the Property if the existence or foreclosure of such lien on its portion of the Property would adversely affect any Easement or services furnished pursuant to Article 4 hereof, arising by reason of its act or any work or materials that it has ordered. If either Owner fails to remove or bond over a lien within thirty (30) days after receipt of notice of the filing thereof, the other Owner may (but is not required to) take such action as the other Owner may reasonably

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deem necessary to remove such lien. The other Owner will be entitled to reimbursement from the Owner who has failed to remove the lien for all costs and expenses it incurs in removing or attempting to remove such lien, plus interest at the Default Rate (defined below) from the date of payment of such costs and expenses to the date of reimbursement by the other Owner. However, the Owner who has not paid a lien will not be required to remove or bond over the lien within said thirty (30) day period (and the other Owner will not be entitled to remove or bond over the lien), provided that (i) the continuing existence of the lien will not constitute a default under the documents securing a Mortgagee under the Mortgage; (ii) within the referenced thirty (30) day period, foreclosure proceedings resulting from the presence of the lien cannot be completed; and (iii) the Owner responsible for the filing of the lien (A) does, in good faith, diligently proceed to contest the same by appropriate proceedings and gives 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 the lien and (B) will 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 equal to one hundred fifty percent (150%) of the lien claim and all interest and penalties then accrued thereon or such greater amount as may reasonably be required to assure payment in full of the amount claimed, plus all penalties, interest, and costs that may thereafter accrue by reason of such lien claim, (y) an endorsement to the other Owner's or Mortgagee's title insurance policy over the 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 the lien without discharging the same will terminate if (1) the Owner fails to contest the lien diligently and continuously, (2) a final judgment is entered on behalf of the lien claimant, or (3) the existence of the liens constitutes a default under the Mortgage, and in such event the Owner responsible for the filing of such lien will cause the lien to be discharged or removed within ten (10) days after the occurrence of any of the events in clauses (1), (2) or (3) in this sentence. The other Owner will have the right (but not the obligation) at any time after said ten (10) day period to remove the lien and, in such event be entitled to reimbursement in accordance with the applicable provisions of this Agreement. The costs and expenses referred to in this Section 6.2 include but are not limited to reasonable attorneys' fees and court costs.

6.3 Indemnity. 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 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 will be presumed reasonably satisfactory to Indemnitee. Indemnitee has the right to employ separate counsel in any such actions brought against Indemnitee, and the reasonable attorneys' fees and expenses of such counsel will be paid by Indemnitee.

6.4 Compliance with Oak Park Zoning Ordinance. Without limiting the provisions of Section 6.1, neither Owner will make any Alterations (as that term is defined in Section 14.1) or allow any use of their respective portions of the Property or take or fail to take any action that would violate the provisions of the ordinances of the Village of Oak Park, as said ordinances may be amended from time to time, or any similar or successor ordinance in effect from time to time hereafter and applicable to the Property or any portions thereof. The Residential Parcel and the Retail Parcel will continue to be combined and treated as one zoning lot for the purpose of complying with the Village of Oak Park ordinances, unless amended by the Owner of the Retail Parcel as set forth below. Neither Owner has the right to request or obtain any

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amendment to the Village of Oak Park ordinances, if applicable to any portion of the Property, without the prior written consent of the other Owner, which consent will not be unreasonably withheld, conditioned, or delayed.

ARTICLE 7 INTENTIONALLY OMITTED

ARTICLE 8 INSURANCE

8.1 Required Insurance. The Owner of the Residential Parcel and the Retail Parcel must procure and maintain the following insurance:

(a) Residential Property Coverage. The Owner of the Residential Parcel will keep the Property Improvements and the personal property owned by the Condominium Association located on the Residential Parcel insured under an "all risk" or "special form" policy on real property and broad form on personal property for an amount not less than one hundred percent (100%) of the insurable replacement cost thereof. The policies must be endorsed with a replacement coverage endorsement and an agreed amount clause and no co-insurance penalty will be applicable.

(b) Residential Liability Insurance. The Owner of the Residential Parcel will also maintain Commercial General Liability Insurance covering claims for personal and bodily injury or death or property damage occurring in, on, under, within, upon, or about the Common Elements of the Residential Parcel, or as a result of operations thereon, in such amounts as may be required by law and as from time to time are carried by prudent owners of first-class, residential 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 death or property damage with at least additional \$3,000,000.00 umbrella coverage. The Owner of the Residential Parcel will be required to maintain such additional coverage as is required pursuant to the Condominium Declaration or the Act. Such policy must name the Owner of the Retail Parcel, or any party reasonably requested by the Owner of the Retail Parcel, as an additional insured.

(c) Retail Property Coverage. The Owner of the Retail Parcel will keep improvements and betterments and personal property located in the Retail Parcel insured under an "all risk" or "special form" policy for an amount not less than one hundred percent (100%) of the insurable replacement cost thereof. The policies must be endorsed with a replacement coverage endorsement and an agreed amount clause and no co-insurance penalty will be applicable.

(d) Retail Liability Coverage. The Owner of the Retail Parcel must maintain Commercial General Liability Insurance covering claims for personal and bodily injury or death or property damage occurring in, on, under, within, upon, or about the Retail Parcel, or as a result of operations thereon, in such amounts as may be required by law and as from time to time are carried by prudent owners of first-class, buildings in the Village of Oak Park, but in all events for limits of not less than \$1,000,000.00 combined single limit per occurrence with a general policy aggregate of \$2,000,000.00 for personal and bodily injury or property damage with at least additional \$3,000,000.00 umbrella coverage. Such policy must name the Owner of the Residential Parcel, or any party reasonably requested by the Owner of the Residential Parcel, as an additional insured. The Owner of the Retail Parcel will be solely responsible for insuring any risk associated with its use of the Retail Parcel or any activities conducted thereon.

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(e) Plate Glass Coverage. The Owner of the Retail Parcel will carry or cause its tenants to carry Plate Glass Insurance in amounts sufficient to cover the replacement of all plate glass windows in the Retail Parcel following damage thereto; provided, however, that the Owner of the Retail Parcel may elect to self-insure against the risks normally covered by Plate Glass Insurance.

8.2 Insurance Company Requirements. Insurance policies required pursuant to Section 8.1 above will be purchased from insurance companies authorized and licensed to transact business in the State of Illinois that have a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A-/X according to Best's Insurance Report or a substantially equivalent rating from a nationally-recognized insurance rating service.

8.3 Review of Policy Limits. Limits of liability on the insurance coverage specified in this Article 8 must be reasonable and prudent for an owner of a first-class property and must be jointly reviewed by the Owners at least annually. Policy limits may be increased or decreased, deductible amounts increased or decreased, or type of insurance modified, if justified, based upon said annual review, and upon any such increase, decrease or modification, the Owners will, if mutually agreed, execute an instrument in recordable form evidencing the agreed increase, decrease or modification, which either Owner may record with the Cook County Recorder of Deeds as a supplement to this Agreement.

8.4 Certificates. Certificates describing all forms of coverage and endorsements required hereunder must 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. Each Owner will deliver copies of such policies upon request of the other Owner. Each Owner will also name the other Owner as an additional insured on such policies.

ARTICLE 9 MAINTENANCE, REPAIR & DAMAGE TO THE RETAIL PARCEL AND RESIDENTIAL PARCEL

9.1 Retail Parcel. The Owner of the Retail Parcel, at its sole cost and expense, will keep the Retail Parcel and all Facilities located therein (excluding the pipes, ducts, and related equipment and other Facilities located in the portion of the Retail Parcel below the bottom of the precast concrete structure installed between floors and existing above the ceiling of the Retail Parcel that serve the Residential Parcel, as such Facilities will be maintained, repaired, and replaced by the Owner of the Residential Parcel in good and safe order and condition). Further, the Owner of the Residential Parcel will make all repairs or replacements of, in, on, under, within, upon, or about such the Residential Parcel, whether said repairs or replacements are to the interior or exterior thereof, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, however 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 will provide for the Retail Parcel to be rebuilt as nearly as commercially practicable to the Retail Parcel as constructed prior to the damage unless prohibited by law or unless the Owner of the Retail Parcel otherwise agrees. The provisions of this Agreement concerning modifications, alterations, or improvements to the interior or exterior of the Retail Parcel are set forth in Article 14 of this Agreement. Each Owner will be responsible for reimbursing the other Owner for any costs and expenses incurred with 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.

9.2 Residential Parcel. Except as expressly provided in Section 9.1, the Owner of the Residential Parcel must, at its sole cost and expense, keep all Facilities located in the Residential Parcel (excluding the HVAC system and related equipment and the electrical and mechanical systems located in

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the Residential Parcel but exclusively serving the Retail Parcel, and excluding the Glass Storefront System forming part of the Retail Parcel, both of which must be maintained, repaired, and replaced by the Owner of the Retail Parcel), all portions of the Residential Parcel necessary to provide structural support, Easements and other services to the Retail Parcel required in this Agreement, and all portions of the Retail Parcel necessary to provide structural support to the Residential Parcel, in good and safe order and condition and will make all repairs or replacements of, in, on, under, within, upon or about such property, whether such 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 will 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 Delay in Completing Work. If at any time any Owner does 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 benefiting therefrom may give written notice to the other Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of thirty (30) days after the receipt of such notice, any such repair or restoration work is still not proceeding diligently, then such Owner may perform such repair and restoration and may take all appropriate steps to carry out the same; or (ii) in an Emergency Situation such Owner may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. In performing such repair and restoration, such Owner will 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 Fire or Casualty. Without limiting the generality of the foregoing, if the Improvements are damaged by fire or other casualty and (a) only the Residential Parcel is damaged or destroyed or (b) only the Retail Parcel is damaged or destroyed, then any such damage will be repaired and restored by the Owner of the portion of the Improvements damaged or destroyed in as timely a manner as practicable under the circumstances, and such Owner will 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") does 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 is still 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 will 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 will have a 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 Agreement, then the other Owner will, in addition to all other rights and remedies under this Agreement, have a lien on any insurance proceeds payable for loss or damage to such portion of the Repairing Owner's Parcel under insurance policies carried pursuant to Article 8 above and on any condemnation award pursuant to Article 12, in an amount necessary so that the other Owner will have sufficient proceeds to repair and restore the Repairing Owner's Parcel to a condition that assures:

- (a) the structural integrity and safety of all portions of the other Owner's Parcel;
- (b) the continuous and efficient operation of all electrical, utility, mechanical, plumbing and other systems serving the other Owner's Improvements;

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(c) the 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 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 Property, the lien as to proceeds of insurance or condemnation created by this Section 9.4 will be superior to and take precedence over any mortgage or other encumbrance constituting a lien on any portion of the Property, except for the lien of a Mortgage. Such lien will 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 Agreement. Such lien will continue in full force and effect until the sum of money required hereunder is paid to the other Owner. Such lien may be enforced by a proceeding in equity to foreclose such lien in like manner as a mortgage of real property in the State of Illinois or by any other remedy available by statute or at law or in equity.

9.5 Joint Responsibility for Fire or Casualty. If the Improvements are damaged by fire or other casualty and if the provisions of Section 9.4 do not apply because the nature of the damage does not fall within the categories set forth in clause (a) or (b) of Section 9.4, then the repair and restoration of such damage will be the joint responsibility of the Owners. The Owners will begin such repair or restoration promptly and pursue it to completion in as timely a manner as practicable. Said Owners will cooperate and jointly select and hire a contractor. If the Owners cannot agree on the selection of a contractor, they will make the selection pursuant to the arbitration provisions of Article 11 hereof. The plans and specifications for such repair and restoration must provide for the Improvements to be rebuilt as nearly as commercially practicable to the Improvements as they existed 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 will 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 the Owners jointly purchased such insurance, such excess cost and expense will 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 excess proceeds will be refunded to the Owners to the extent such sum exceeds the actual repair or restoration of such Owner's Improvements.

9.6 Agreement Not to Rebuild. If the Improvements are destroyed or substantially damaged and the Owners agree not to rebuild, repair or restore the Improvements, then the Improvements will 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) will be refunded to each Owner pursuant to the terms and the amounts stated in each Owner's insurance policies; provided that where the Owners jointly purchased such insurance policies, such proceeds will 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 will be deemed owned by the Owner of the Retail Parcel (as to an undivided six percent (6%) interest) and owned by the Owner of the Residential Parcel (as to an undivided ninety-four percent (94%) interest) as Tenants in Common.

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ARTICLE 10 LIENS, RIGHTS AND REMEDIES

10.1 Lien Rights for Failure to Pay. If, at any time, an Owner (a "**Debtor Owner**") fails within thirty (30) days after notice or demand to pay any sum of money due another Owner (a "**Creditor Owner**") under or pursuant to the provisions of this Agreement, then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner will 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 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 Agreement, a lien against the portion of the 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 will continue in full force and effect until such sum of money and any accrued interest thereon has been paid in full or the performance has been completed. The liens provided for in this Section 10.1 will be subordinate to any first mortgage, first trust deed or other encumbrance constituting a first lien on the portion of the Property owned by the Debtor Owner or other interest of the Debtor Owner, including mortgages of Units. Each Owner waives any and all rights to trial by jury in any suit, action or proceeding brought by the other Owner to enforce collection of any monies owed under this Agreement to such other Owner.

10.2 Liability of Unit Owners. So long as any portion of the Residential Parcel remains subject to the provisions of the Act, each Unit Owner will be liable only for such portions of any claim against the Owner of the Residential Parcel 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 a Unit Owner is liable, (i) any lien arising against such Unit Owner's Unit Ownership on account of such claim will be deemed released against such Unit Owner's Unit Ownership without further act or deed by any such Unit Owner, and (ii) upon the written request of such Unit Owner, the Owner of the Retail Parcel will 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 will be joint and several.

10.3 Liens Not Impacted by Conveyance. No conveyance or other divestiture of title (other than foreclosure of a lien which then is and remains superior) will in any way affect or diminish any lien arising pursuant to this Article 10, and any lien that 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 will then be and remain superior) will not be defeated or otherwise diminished or affected by reason of such conveyance or divestiture of title.

10.4 Interest. Interest will accrue on any sums owed by an Owner to the other Owner pursuant to this Agreement, and will 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 Bank of America 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 will accrue at the annual Default Rate of twelve percent (12%).

10.5 Rights and Remedies Cumulative. Except as expressly provided in this Agreement, the rights and remedies of each Owner provided for in this Article 10 or elsewhere in this Agreement are cumulative and not intended to be exclusive of any other remedies to which such Owner may be entitled at law or in equity or by statute. Except as expressly provided in this Agreement, each Owner may enforce,

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by a proceeding in equity for mandatory injunction, the other Owner's obligation to execute or record any document which the other Owner is required to execute under or pursuant to this Agreement. Any Owner's exercise of any right or remedy to which it is entitled hereunder will not preclude or restrict the exercise of any other right or remedy provided hereunder.

10.6 Claims Independent. Each claim of any Owner arising under this Agreement will 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 will thereby be or become a defense, set-off, offset, or counterclaim against the enforcement of any other lien or claim.

10.7 Enforcement. Actions to enforce any right, claim, or lien under this Agreement must 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 Parcel or Owner of the Retail Parcel must be commenced will be further extended for such additional time as may reasonably be necessary in order for each Mortgagee to obtain possession of the applicable Parcel.

10.8 Attorneys' Fees. A defaulting Owner is required to pay the reasonable attorneys' fees and court costs paid or incurred by the other Owner if such other Owner is successful in enforcing its rights against the defaulting Owner under this Agreement, and such fees and costs will be added to the amount of any applicable lien created under this Article 10.

ARTICLE 11 ARBITRATION

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

(a) Small Claims. Any dispute, claim or controversy arising under this Agreement involving an amount equal to or less than \$50,000.00 that is not resolved within sixty (60) days after such dispute has arisen; and

(b) Other Matters Requiring Arbitration. All other matters which are required under this Agreement to be submitted for, or determined by, arbitration. Any such dispute, claim, controversy or matter is referred to herein as a "**Matter**". Either Owner may initiate the arbitration of any Matter by making a written demand therefor, giving written notice thereof to the other Owner, and filing a copy of such demand with the AAA. The AAA will have jurisdiction upon the giving of such notice and the filing of such demand. Any such arbitration will be held in Chicago, Illinois, and will be conducted and completed in an expeditious manner and without delay. Each Mortgagee will be a party to any arbitration of a Matter involving a matter which requires the consent or approval of the Mortgagee hereunder.

11.2 Appointment of Arbitrators. Unless otherwise agreed to in writing by the parties to the arbitration, within twenty (20) business days after delivery of the notice demanding arbitration, the parties will jointly designate three (3) arbitrators to resolve the Matter. If the Owners fail to designate the arbitrators within such time period, arbitrators will be appointed in accordance with the procedures set forth in the applicable AAA rules, provided, however, that in any event such arbitrators must 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 will apply to the arbitration of any Matter unless the parties mutually agree in writing otherwise.

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11.3 Hearings. The arbitrators will commence hearings within sixty (60) days of selection unless the Owners and the arbitrators agree upon an expedited or delayed schedule of hearings. Prior to the hearings 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 will be subject to agreement by such Owners or may be ordered by the arbitrators to the extent reasonable. In rendering a decision, the arbitrators may base such decision only on the facts presented in the course of arbitration and may not modify or amend the provisions of this Agreement. Subject to the other terms hereof, if any Owner fails or refuses to appear at and participate in an arbitration hearing after due notice, the arbitration panel may hear and determine the Matter upon evidence produced by the appearing Owners. The arbitration costs will be borne equally by each Owner, except that each Owner will be responsible for its own expenses.

11.4 Performance Required to Continue. Unless otherwise agreed in writing, the Owners must continue to perform all obligations and make all payments due under this Agreement in accordance with this Agreement 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, are 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 Sole Remedy. With respect to any Matter subject to arbitration under this Article 11, it is agreed that the arbitration provision of this Article 11 will be the sole remedy of the Owners under this Agreement. Notwithstanding any other provisions of this Agreement, the foregoing agreement to arbitrate is specifically enforceable under prevailing arbitration law. Any award of the arbitrator will be final and binding upon the Owners and each Mortgagee and judgment thereon will be entered by any court having jurisdiction.

ARTICLE 12 CONDEMNATION

12.1 Generally. 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 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 will be allocated and disbursed, and any repair and/or restoration of the Improvements must be performed in accordance with the requirements of this Article 12.

12.2 Restoration. In the event of a taking (whether or not a temporary taking) of a part of the Property, the Owner of the portion of the Property taken will repair and restore the remainder of such Owner's Improvements to form an architectural and functional whole. Such Owner must commence the repair and restoration and pursue it to completion in as timely a manner as practicable under the circumstances and such repair and restoration will be at the sole cost and expense of the Owner whose portion of the Property is taken. The Owner of the portion of the Property taken is entitled to receive directly from the taking authority any Award resulting from such taking within such Owner's portion of the 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 Continued Operation Not Feasible. Notwithstanding any other provision of this Agreement 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 Property no longer can be operated on an economically feasible basis, then such Owner will not be obligated to repair or restore such Owner's Improvements, as may otherwise be required by this Agreement. However, in such case, such Owner must demolish, repair or restore such Owner's Improvements to the extent, if any, as may be necessary to provide essential services or structural

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support for the other portions of the Property, but only if the Owner of the other portion of the Property affected thereby request that it perform such demolition, repair or restoration. Furthermore, such Owner must weatherproof any exposed portions of such Owner's portion of the Property and restore such Owner's portion of the Property to a sightly and safe condition and in such a manner as to safeguard the other Owner's portion of the Property, and to preserve the use of the Easements granted hereunder.

12.4 Total Taking; Allocation of Award: In the event of a taking of all or substantially all of the Property, the Award for such taking will be allocated to the Owners in accordance with the apportionment made in any final judicial or administrative proceedings and paid to the Owners in accordance with said apportionment. Absent such an apportionment, the Owner of the Retail Parcel will receive six percent (6%) and the Owner of the Residential Parcel will receive ninety-four percent (94%) of the total Award.

ARTICLE 13 ESTOPPEL CERTIFICATES

13.1 Delivery of Estoppels. Each Owner agrees, from time to time, within ten (10) days after receipt of written request from the other 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 Retail Parcel, 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 Estoppel from Condominium Association on Residential Parcel. So long as the Residential Parcel remains subject to the provisions of the Act, an Estoppel Certificate requested from the Owner of the Residential Parcel will be issued by the Condominium Association on behalf of the Unit Owners and the Condominium Association and any Estoppel Certificate so issued will be binding on the Unit Owners and such Condominium Association, and an Estoppel Certificate requested by the Owner of the Residential Parcel from the Owner of the Retail Parcel may only be requested by the Condominium Association on behalf of the Owner of the Residential Parcel.

ARTICLE 14 ALTERATIONS

14.1 Alterations.

(a) Approval of Alterations on Retail Parcel. Except for the initial build out of the Retail Parcel by the Declarant, its successors and/or assign, no future changes, modifications, alterations, or improvements to the Retail Parcel ("**Alterations**") may be made without the prior written consent of the Owner of the Residential Parcel if such Alterations will:

- (i) adversely affect the benefits afforded to the Owner of the Residential Parcel by any Easement or unreasonably interrupt the Owner of the Residential Parcel's use or enjoyment of any Easement;
- (ii) adversely affect Facilities benefiting the Residential Parcel;
- (iii) except as provided in Section 15.1(e), modify the exterior of the Building, including without limitation, awnings and the exterior face of the indoor window shades, as they are visible from the outside of the Building;
- (iv) increase the total square footage of the Improvements; or

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(v) affect the zoning status of the Building or Property.

(b) Delivery and Review of Plans and Specifications for Retail Parcel Alterations. If the Owner of the Retail Parcel proposes to make any Alterations that require or might require the consent of the Owner of the Residential Parcel, then before commencing or proceeding with such Alterations, the Owner of the Retail Parcel must deliver to the Owner of the Residential Parcel, a copy of the plans and specifications showing the proposed Alterations and a reference to this Section 14.1. If the Owner of the Residential Parcel consents in writing to such Alterations, the Owner of the Retail Parcel may proceed to make its Alterations in accordance with said plans and specifications. The Owner of the Residential Parcel must make a good faith effort to respond to the from the Owner of the Retail Parcel showing the proposed Alterations. If the Owner of the Residential Parcel has not responded within such fifteen (15) day period, the Owner of the Retail Parcel must deliver to the Owner of the Residential Parcel an additional request for a response. If the Owner of the Residential Parcel fails to respond within fifteen (15) days from receipt of the second request, the plans and specifications for such Alterations will be deemed approved. If the Owner of the Retail Parcel has not requested approval from the Owner of the Residential Parcel to the proposed Alterations, and if, in the good faith opinion of the Owner of the Residential Parcel, the Owner of the Retail Parcel has violated or will violate the provisions of this Section 14.1 by failing to request the consent of such plans and specifications, the Owner of the Residential Parcel must notify the Owner of the Retail Parcel of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of this Section 14.1, and must specify the way in which such plans violate or will violate this Section 14.1. If the Owner of the Residential Parcel in good faith asserts a violation of this Section 14.1, then the Owner of the Retail Parcel may not commence the Alterations or proceed with the Alterations if already begun until the matter has been resolved. In addition to any other legal or equitable rights or remedies to which the Owner of the Residential Parcel may be entitled for the reasons described herein, the Owner of the Residential Parcel will be entitled to seek and obtain injunctive relief to enjoin any such violation. A Mortgagee's failure to approve such plans and specifications, if such consent is required pursuant to an existing Mortgage document, will be grounds for the Owner of the Residential Parcel to reject such request.

(c) Standards for Alterations. In making any Alterations to its Parcel, each Owner must do the following: (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 Village of Oak Park Building Code, and (iii) comply with all of the applicable provisions of this Agreement. Each Owner will, to the extent Reasonably practicable, make Alterations within the portion of the 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 Property of the other Owner.

14.2 Joinder of the Other Owner. The Party performing any Alterations will first file applications for building permits with the Village of Oak Park or other governmental agency having jurisdiction over such matters without the joinder of the other Owner in such application unless the Village of Oak Park or other governmental agency having jurisdiction thereof requires joinder of the other Owner. If joinder is required, the Owner who must be joined will cooperate in executing all applications or other instruments as are necessary to obtain the building permit; provided however, each Owner will indemnify and hold harmless the other Owner from and against any and all loss, liability, claims, judgments, costs and expenses arising out of the other Owner's execution of the application, permit or other instrument.

14.3 No Lien Provisions in Contracts. The Owner of the Retail Parcel and the Owner of the Residential Parcel will each include in any construction contract a provision pursuant to which the contractor

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(i) recognizes the separate ownership of the Property and agrees that any lien rights which the contractor or subcontractors have under the Mechanics Lien Act will only be enforceable against the portion of the 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 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 Certain Alterations Prohibited without Consent. Without the written consent of each of the Owners, no Alterations may be made to either Parcel that will: (i) adversely affect the benefit afforded to the other Owner by any Easement; (ii) adversely affect Facilities benefiting the other Owner; (iii) increase the total square footage of the Improvements; (iv) alter the Building facade or its appearance.

ARTICLE 15 ADDITIONAL RESTRICTIONS

Notwithstanding anything contained herein to the contrary, the Retail Parcel and the Owner of the Retail Parcel from time to time will be subject to the following restrictions as to the use of the Retail Parcel:

15.1 Restrictions on Retail Parcel. The Owner of the Retail Parcel may not use or occupy the Retail Parcel or permit the use or occupancy of the Retail Parcel for any purpose or in any manner that (i) is unlawful or in violation of any applicable legal or governmental requirement, ordinance or rule, (ii) is dangerous to persons or property, (iii) invalidates any policy of insurance affecting the Building, and if any additional amounts of insurance premiums are incurred, the Owner of the Retail Parcel will pay to the Owner of the Residential Parcel the additional amounts on demand, (iv) creates a legal nuisance, (v) causes an offensive odor, noise or vibration to emanate from the Retail Parcel, (vi) is offensive, disreputable, immoral or illegal, which prohibition will include, but not be limited to use of all or any portion of the Retail Parcel as a massage parlor (which does not include and is distinguished from a massage therapist), for the sale of adult entertainment, books, magazines, videos and other adult products, (vii) engages in the business of off-track betting, (viii) operates a bar or nightclub, arcade or amusement facility, or (ix) is a restaurant or food service use that either plans or requires the use of black iron exhaust for cooking. The Owner of the Retail Parcel, at its sole cost and expense, must obtain and maintain at all times during the Term, all licenses and permits necessary for the Owner of the Retail Parcel's operations from the Retail Parcel and will post or display in a prominent place in the Retail Parcel such permits and/or notices, as required by law.

15.2 Condition of the Retail Parcel. The Owner of the Retail Parcel must at all times maintain the Retail Parcel in a first-class, clean, and sanitary condition, and the Owner of the Retail Parcel will promptly comply with all laws and ordinances and lawful orders and regulations affecting the Retail Parcel and the cleanliness, safety, occupancy, and use of same. The Owner of the Retail Parcel will comply with all of the requirements of all governmental authorities and the Owner of the Residential Parcel's fire insurance carriers now or hereafter in force pertaining to the use of the Retail Parcel. The Owner of the Retail Parcel agrees that it will receive goods and merchandise and remove and accept delivery of merchandise, supplies, equipment, trash, and garbage either through the front of the Retail Parcel or through the Easements provided herein.

15.3 Environmental Hazards. The Owner of the Retail Parcel may 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 Retail Parcel, including, but not limited to, improvements or alterations made to the Retail Parcel at any time by the Owner of the Retail Parcel, 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 Retail Parcel, or the transportation to or from the Retail Parcel of any Hazardous Substances. The Owner of the Retail Parcel, at its expense, will

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comply with each present and future federal, state, and local law, ordinance, and regulation related to environmental conditions in or about the Retail Parcel or the Owner of the Retail Parcel's use of the Retail Parcel, including, without limitation, all reporting requirements and the performance of any cleanups required by any governmental authorities. The Owner of the Retail Parcel will indemnify, defend and hold harmless the Owner of the Residential Parcel and its agents, contractors, and employees from and against all fines, suits, claims, actions, damages, liabilities, costs and expenses (including attorneys' and consultants' fees) asserted against or sustained by any such person or entity arising out of or in any way connected with the Owner of the Retail Parcel's failure to comply with its obligations under this Subsection, which obligations will survive the expiration or termination of this Agreement. As used in this Subsection, "**Hazardous Substances**" includes, 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.

15.4 Signage. The Owner of the Retail Parcel or the tenants thereof will have the right to install exterior signage on any portion of the Retail Parcel, including the window or exterior walls owned by the Retail Parcel, subject to applicable laws, ordinances, and regulations and further subject to the regulations and signage plan attached hereto and incorporated herein as Exhibit D. Without limiting the generality of the foregoing, no such exterior sign may contain any strobe lights, moving parts or day-glow colors. In addition, the Owner of the Retail Parcel or the tenant(s) thereof may display in the windows of the Retail Parcel such party's hours of operation, identification of the user of the Retail Parcel, and other signage consistent with the operation of first-class businesses.

ARTICLE 16 NOTICES

16.1 Notices. All notices, demands, elections, or other communications required, permitted, or desired to be served hereunder ("**Notices**") must be in writing and delivered (a) by messenger or in person; (b) sent by nationally recognized overnight mail service such as UPS or FedEx for next business day delivery; (c) mailed by U.S. certified or registered mail, postage prepaid, return receipt requested, or (d) sent by email to the address noted below provided such notice is also sent by one of the other approved methods, and addressed as below stated:

If to the Owner of the Residential Parcel:

District House LLC
3151 N Halsted St
Chicago, Illinois 60657
Attn: Christopher S. Dillion and Zev Salomon

with a copy to:

Jeremy Reis, Esq.
Ruttenberg, Gilmartin & Reis
1101 W. Monroe Street
Chicago, Illinois 60607

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If to the Owner of the Retail Parcel:

District House Retail, LLC
 3151 N Halsted St
 Chicago, Illinois 60657
 Attn: Christopher S. Dillion and Zev Salomon

with a copy to:

Jeremy Reis, Esq.
 Ruttenberg, Gilmartin & Reis
 1101 W. Monroe Street
 Chicago, Illinois 60607

16.2 When Notice Deemed Received. Any Notice delivered as aforesaid will be deemed received when delivered, as follows: (a) on the date of delivery if delivered personally or by messenger; (b) on the next business day after deposit with a nationally recognized overnight mail carrier; (c) five (5) business days after deposit in the United States Mail for registered or certified mail; or (d) on the date an email is sent provided it is followed with notice sent by one of the other approved methods. Either Owner may change its address for service of Notice 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, may 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 Liability Following Conveyance. In the event of any conveyance or divestiture of title to any portion of or interest in any portion of the Property: (1) the Owner who is divested of title will 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 will 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 17.1, and then any such grantee's or successor's grantee or successor will thereafter be so bound.

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

ARTICLE 18 DEPOSITARY

18.1 Appointment of a Depositary. A depositary (the "**Depositary**") will be appointed to receive the insurance proceeds and condemnation awards described above, to disburse such proceeds and awards and to act otherwise in accordance with this Agreement. Except as otherwise provided hereunder, and subject to the rights of Mortgagees, all insurance proceeds under Articles 8 and 9 and condemnation awards under Article 12 must be paid to the Depositary. The Owners will jointly select the Depositary, which must be a title insurance company, trust company, or bank with offices in the Village of Oak Park. If the Owners cannot agree on the Depositary within thirty (30) days after a casualty or final agreement as to the amount

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of a condemnation award, the Depositary will be selected pursuant to Article 11 hereof. If the Depositary resigns, a substitute Depositary will 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 Fees and Expenses. Each Owner whose portion of the Property is affected by any casualty or condemnation must 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 will execute an agreement (the "**Escrow Agreement**") regarding the Depositary's rights and obligations and the conditions pursuant to which the Depositary will act, such agreement in form and content acceptable to the parties thereto and in accordance with the provisions of this Agreement. The Escrow Agreement may be in the form of the customary construction escrow then in use by the Depositary in Chicago, Illinois, with such changes as may be required to conform to this Agreement.

18.3 Interest Bearing Accounts. All funds held by the Depositary must 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 will be paid to such Mortgagee and any proceeds or condemnation awards of less than \$50,000.00 must 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 Request for Disbursement. Each request by an Owner or its agent (including its contractor) acting pursuant to this Agreement or the Escrow Agreement for disbursement of funds held in the Escrow must 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 agrees to accept it, 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 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 will first pay or provide a source of payment of such funds in order to bring the budget back in balance again before the Depositary will be obligated to pay funds from the Escrow pursuant to Section 18.5 hereof.

18.5 Depositary's Reliance Upon Statements. 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 Property, the Depositary will, 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 Depositary may rely conclusively, with respect to the information contained therein, on any certificate, authorization or statement furnished the Depositary by an Owner in accordance with this Article 18 and the Depositary will not be liable or accountable for any disbursement of funds from the Escrow made by it in reliance upon such certificate, authorization or statement.

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ARTICLE 19 GENERAL

19.1 Cooperation; Sharing of Information. In fulfilling obligations and exercising rights under this Agreement, each Owner must cooperate with the other Owner to promote the efficient operation of each respective portion of the Property and the harmonious relationship between the Owners and to protect the value of each Owner's respective portion, estate or interest in the Property. To that end, each Owner will share information that it possesses relating to matters that are the subject of this Agreement, except such information as each Owner may reasonably deem confidential or that may be the subject of litigation or may be prohibited from revealing pursuant to court order. From time to time after the date hereof, each Owner will 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 Property on which such Easement is granted have first consented in writing to such Easements.

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

19.3 Headings. The headings of Articles and Sections in this Agreement are for convenience of reference only and do not in any way limit or define the content, substance, or effect of the Articles and Sections.

19.4 Amendments.

(a) Amendments in Writing. Except as otherwise provided herein, this Agreement may be amended or terminated only by an instrument signed by the Owners and the Mortgagee. Any amendment to, or termination of, this Agreement must be recorded with the Recorder.

(b) Special Amendments. Declarant reserves the right and power to record a special amendment (a "**Special Amendment**") to this Agreement at any time and from time to time which amends this Agreement to correct clerical or typographical errors in this Agreement. A Special Amendment may also contain such complementary and supplemental grants and reservations of Easements as may be necessary in order to effectuate the Maintenance, operation, and administration of the Property, to comply with the terms of the Redevelopment Agreement, Special Use Permit, and Findings of Fact between the Village of Oak Park and District House LLC, and to the extent otherwise permitted or required by applicable law. Declarant also reserves the right to include, within a Special Amendment, revisions to the legal descriptions of the Residential Parcel and Retail Parcel. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of the other Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Property, and the acceptance thereof, will be deemed to be a grant and acknowledgment of, and a consent to, the reservation of, the power to Declarant to vote in favor of, make, execute and record Special Amendments. Declarant's right to act pursuant to rights reserved or granted under this Section will terminate at such time as Declarant no longer holds or controls title to any portion of the Property.

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19.5 Term. The covenants, conditions and restrictions contained in this Agreement will be enforceable by the Owners and their respective successors and assigns for a term of forty (40) years from the date this Agreement is recorded, after which time said covenants, conditions and restrictions will 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 set forth in Section 19.4 above; provided, however, that this Agreement, and all Easements, covenants, conditions and restrictions contained herein, will terminate and be deemed abrogated (i) as may be provided in this 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 will 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 Donald Trump, President of the United States of America, living at the date of this Agreement.

19.6 Covenants Run with the Land. All of the Easements, covenants, restrictions, and conditions herein contained run with the land and will inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the 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 Property or any part thereof.

19.7 Abandonment of Easements. Easements created hereunder will 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 two (2) years.

19.8 Governing Law. The parties hereto acknowledge that this Agreement, 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 Agreement and said other instruments will, 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.

19.9 No Third-Party Beneficiaries. This Agreement 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.

19.10 Incorporation of Recitals and Exhibits. Each provision of the Recitals to this Agreement and each Exhibit attached hereto is hereby incorporated in this Agreement and is an integral part hereof.

19.11 No Easement Fees. No charges will be made for any Easements or rights granted hereunder unless otherwise provided or permitted under the terms of this Agreement.

SIGNATURE BLOCK ON THE FOLLOWING PAGE

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IN WITNESS WHEREOF, Declarant has caused this Agreement to be executed and sealed as of this 14th day of May, 2018.

DISTRICT HOUSE LLC,
an Illinois limited liability company

By: Ranquist Partners II LLC,
an Illinois limited liability company
its Manager

By: 

Name: Christopher Dillion
Title: Managing Member

DISTRICT HOUSE RETAIL LLC,
an Illinois limited liability company

By: Ranquist Partners II LLC,
an Illinois limited liability company
its Manager

By: 

Name: Christopher Dillion
Title: Managing Member

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Jeremy E. Reis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christopher Dillion, the Managing Member of RANQUIST PARTNERS II LLC, an Illinois limited liability company, being the Manager of DISTRICT HOUSE LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such Managing Member of RANQUIST PARTNERS II LLC, the Manager of DISTRICT HOUSE LLC, as his own free and voluntary act and as the free and voluntary act said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of May, 2018.



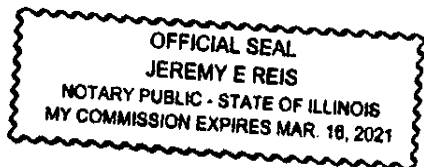
Jeremy E. Reis
Notary Public

My Commission Expires: 3/16/21

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Jeremy E. Reis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christopher Dillion, the Managing Member of RANQUIST PARTNERS II LLC, an Illinois limited liability company, being the Manager of DISTRICT HOUSE RETAIL LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such Managing Member of RANQUIST PARTNERS II LLC, the Manager of DISTRICT HOUSE RETAIL LLC, as his own free and voluntary act and as the free and voluntary act said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of May, 2018.



Jeremy E. Reis
Notary Public

My Commission Expires: 3/16/21

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CONSENT OF MORTGAGEE

Lakeside Bank, as holder of a note secured by a Mortgage dated November 10, 2016, and recorded with the Cook County Recorder of Deeds, Cook County, Illinois, on November 14, 2016, as Document Number 1631934012, hereby consents to the execution of and recording of the above and foregoing Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for 702-708 Lake Street and 139-147 N. Euclid Avenue, Oak Park, Illinois, and hereby subordinates said Mortgage to the provisions of the foregoing Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements.

IN WITNESS WHEREOF, LAKESIDE BANK has caused this instrument to be signed by its duly authorized officer, on its behalf on this 14th day of May, 2018.

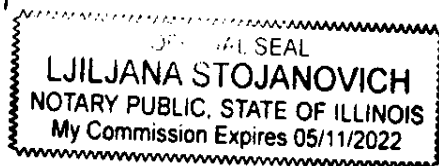
By: [Signature]
Name: Justin P. Newhuis
Title: Vice President
ATTEST: [Signature]
Its: ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, LJILJANA STOJANOVICH, a Notary Public in and for said County and State, do hereby certify that JUSTIN NEWHUIS and CHRIS MANLEY the V.P. and A.V.P., respectively, of Lakeside Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such V.P. and AVP appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of LAKESIDE BANK, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of May, 2018.

[Signature]
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE SOUTH 75 FEET OF LOT 4 (EXCEPT THE WEST 100 FEET THEREOF) AND ALL OF LOT 5 (EXCEPT THE WEST 100 FEET THEREOF) IN BLOCK 1 IN SCOVILLE'S SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER: 16-07-218-029-8001

ADDRESS OF REAL ESTATE: 702-708 LAKE STREET OAK PARK, ILLINOIS 60302

Property of Cook County Clerk's Office

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EXHIBIT B

LEGAL DESCRIPTION OF THE RESIDENTIAL PARCEL

THE SOUTH 75 FEET OF LOT 4 (EXCEPT THE WEST 100 FEET THEREOF) AND ALL OF LOT 5 (EXCEPT THE WEST 100 FEET THEREOF) IN BLOCK 1 IN SCOVILLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT;

(EXCEPT

[RETAIL PARCEL] THAT PART OF SAID TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +58.18 FEET OAK PARK DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +42.00 FEET OAK PARK DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH 00°00'47" WEST ALONG THE EAST LINE OF SAID TRACT 65.33 FEET; THENCE SOUTH 89°51'19" WEST 39.93 FEET; THENCE SOUTH 00°00'47" EAST 12.25 FEET; THENCE SOUTH 89°51'19" WEST 5.78 FEET; THENCE SOUTH 00°00'47" EAST 5.92 FEET; THENCE SOUTH 89°51'19" WEST 11.31 FEET; THENCE SOUTH 00°00'47" EAST 6.41 FEET; THENCE SOUTH 89°51'19" WEST 25.47 FEET; THENCE NORTH 00°00'47" WEST 8.00 FEET; THENCE SOUTH 89°51'19" WEST 17.11 FEET; THENCE SOUTH 00°01'36" EAST 2.89 FEET; THENCE NORTH 89°51'19" EAST 1.52 FEET; THENCE SOUTH 00°01'36" EAST 18.00 FEET; THENCE SOUTH 89°51'19" WEST 1.52 FEET; THENCE SOUTH 00°01'36" EAST 21.33 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 86°23'38" EAST ALONG SAID SOUTH LINE 99.79 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

LEGAL DESCRIPTION OF THE RETAIL PARCEL

THAT PART OF THE SOUTH 75 FEET OF LOT 4 (EXCEPT THE WEST 100 FEET THEREOF) AND ALL OF LOT 5 (EXCEPT THE WEST 100 FEET THEREOF) IN BLOCK 1 IN SCOVILLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +58.18 FEET OAK PARK DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +42.00 FEET OAK PARK DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH 00°00'47" WEST ALONG THE EAST LINE OF SAID TRACT 65.33 FEET; THENCE SOUTH 89°51'19" WEST 39.93 FEET; THENCE SOUTH 00°00'47" EAST 12.25 FEET; THENCE SOUTH 89°51'19" WEST 5.78 FEET; THENCE SOUTH 00°00'47" EAST 5.92 FEET; THENCE SOUTH 89°51'19" WEST 11.31 FEET; THENCE SOUTH 00°00'47" EAST 6.41 FEET; THENCE SOUTH 89°51'19" WEST 25.47 FEET; THENCE NORTH 00°00'47" WEST 8.00 FEET; THENCE SOUTH 89°51'19" WEST 17.11 FEET; THENCE SOUTH 00°01'36" EAST 2.89 FEET; THENCE NORTH 89°51'19" EAST 1.52 FEET; THENCE SOUTH 00°01'36" EAST 18.00 FEET; THENCE SOUTH 89°51'19" WEST 1.52 FEET; THENCE SOUTH 00°01'36" EAST 21.33 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 86°23'38" EAST ALONG SAID SOUTH LINE 99.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT D

SIGNAGE CRITERIA AND PLAN

See Attached

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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TENANT SIGN AND STOREFRONT CRITERIA DISTRICT HOUSE, OAK PARK, ILLINOIS

Section 1. Purpose

The purpose of this Tenant Sign and Storefront Criteria (“**Sign Criteria**”) is to promote consistent, high quality signage, while allowing the tenants in the District House retail units the freedom to create unique, customized graphics that are consistent with the overall store design. The design of all signage and graphics is subject to prior written approval by the landlord under each tenant lease. Conformance is strictly enforced, and non-conforming, uninteresting, or inappropriate signage will be rejected. Note that it is each tenant’s responsibility to obtain approval from the Village of Oak Park, Illinois as well as the retail landlord in order to insure compliance with all local codes and ordinances.

Section 2. Location, Size and Specification of Signs

A. Main Storefront Signage and Design Flexibility:

Each tenant is permitted one (1) sign, unless otherwise noted in such tenant’s lease. Corner locations will be considered on a case-by-case basis. The sign is limited to the trade name of the tenant. No advertising copy, slogans or tag lines are permitted (i.e., “Shoes for the Whole Family”) without prior written approval by the Landlord. With the prior written approval of its landlord, at such landlord’s sole discretion, each Tenant may also incorporate logos or names within the designated signage areas. Logos or names will not be considered as part of the signage noted above. Logos, marks or names shall conform to requirements noted below.

Exception: Any tenant choosing to place a graphics logo only on the sign band may do so if the logo does not exceed 1’-4” high or 15’-0” wide and the graphics logo must be submitted for review and prior written approval from its landlord.

All proposed storefront modifications must be reviewed and approved in writing by each tenant’s landlord, with the additional approval of District House Condominium Association, which such approval will not be unreasonably withheld, conditioned, or delayed.

B. Main Storefront Sign Criteria:

- (1) **Signage Light Output:** Illumination and brightness of storefront signage is limited to 1.50 foot-candles (fc) at the site boundary, dropping to 0.01 fc within 15’-0” of the property line. Each tenant must provide photometric drawings indicating the light trespass level of all signs for the review and prior written approval of its landlord. In an effort to create uniformity and a building standard within the District House development, each tenant is strongly encouraged to restrict its signage to white lighting only and to restrict any tenant-specific colored elements to the graphic logo only.
- (2) **Signage Types:** As depicted in SK-2A, must be internally illuminated channel letters with opaque metal sides and translucent plastic faces. The transformer may be placed behind the sign fascia with provisions made for proper cooling and access.

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- (3) Signage Size: As depicted in SK-3A and SK-4A, the maximum size of overall sign is 1' - 4" high and 15'-0" in length for the backlit illuminated sign, except that an unusually shaped letter or ampersand may extend beyond the maximum height requirements with the prior written approval of the landlord, which approval may be withheld in landlord's sole discretion.

C. Other Storefront Signs:

- (1) Tenant Street Addresses: All tenants must provide the address number of the store adjacent to the entry doors, as depicted in SK-3A and SK-4A. The landlord will provide the address number each tenant must use to identify its premises. Such numbers must be designed, located and installed in accordance with United States Postal Service regulations. Address numbers are to be 6" in height and made from vinyl die cut letters. The font shall be Univers 45 Light in the Dusted Crystal color. The address letters shall adhere to the inside face of glass as depicted on SK-3A and SK-4A.
- (2) Menu Board Signs: Any menu board signs displaying the daily menu for restaurants and food establishments must be installed on the storefront or installed permanently as a free-standing sign in the common area within five (5) feet of the entrance. Menu board signs are subject to the prior written approval of the landlord, which approval may be withheld in landlord's sole discretion.
- (3) Blade Signs: Blade signs are prohibited.
- (4) Hours of Operation: Each tenant may install one (1) sign with a maximum overall area of 15" x 20" indicating the Tenant's hours of operation. This sign must be located above the address sign, as depicted in on SK-3A and SK-4A. Letters on the glass may be a maximum size of 1" white or silver reverse adhesive die-cut vinyl letters utilizing the Univers 45 Light font or similar. The landlord may authorize other sizes of letters or a different type style, in writing, at its sole discretion. Open/closed signage may not be neon or include credit card information or advertising. Advertising decals may not be applied to the storefront.
- (5) Service Entrance Door Sign: Each tenant must provide a sign at the rear, service entrance to its premises that includes such tenant's trade name and address. Copy must be 3" high, pre-spaced, die-cut vinyl letters, in a self-adhesive matte white finish in 3.5 millimeters of thicknesses.
- (6) Other Graphics: Each tenant may submit to a written proposal requesting additional the landlord's approval of additional signage, such approval to be at landlord's sole discretion and granted only when the landlord deems it is appropriate for the storefront and meets all design requirements. The landlord will give particular consideration to proposals that not only adhere to the requirements, but also enhance the storefronts appearance. The proposed graphics might include:
- (a) Signage on glass, i.e. "Established 1873" or "Cheese mongers since 1931", etc. Such signage may be:
 - (b) alphanumeric or graphic symbols no more than 6" high with a type face consistent with the branding of the Tenant, or

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- (c) larger, recognized graphics logos, all permanently painted or silk screened on the interior side of the glass (gold leaf, metallic color, etc.); or
- (d) edge-lit sandblasted glass.

Section 4. Additional Requirements

All Tenants are required to purchase Tenant's signs and Tenant is responsible for all cost associated with installation and electrical service connections to the Tenant's electrical service as required.

The landlord reserves the right to review and approve or disapprove all proposed plans, installation and graphic treatment governed by this Exhibit pursuant to the Landlord's interpretation. Landlord also has the right to require revisions to any signage designs or installations that are deemed not in compliance.

Tenant shall be responsible for the removal of Tenant's signs upon termination of the Lease including the cost of removal. Fascia and other building elements shall be returned to the original condition and all penetrations caused by the Tenant's signage installation shall be repaired by the Tenant to the satisfaction of the Landlord.

Tenant shall not erect, install, paint or fix any signs, posters, cards, banners or other advertising medium to, upon or above the exterior of the Premises of the building, nor on the interior or exterior of the Premises of the building, nor on the interior or exterior of the glass surface of the windows and doors, except as stated herein. Tenant shall bear all costs for correction of sign installation and damage to the building by signs that do not conform to this Sign Criteria. The Landlord reserves the right to have all non-conforming signs removed regardless of the state of erection.

Sign fabrication and installation shall comply with local sign ordinances and any applicable building codes and the National Electrical Code. All internal and external wiring, lighting, and other electrical devices shall bear the UL® symbol. It is the Tenant's responsibility to verify that the sign installation is in accordance with these requirements.

Tenant is responsible for maintaining the sign in a good state of repair, including prompt replacement of burned out lighting or damaged pieces. Tenant has 72 hours to make repairs after notification in writing by Landlord.

All signs shall be mounted according to Landlord approved drawings. All fasteners shall be of non-corrosive materials and concealed. Fabrication and installation shall be by sign contractors approved by Landlord or Tenant's national sign contractor only.

Sign company names or stamps shall be concealed if permitted by Code.

No animated components, flashing lights, neon signage, formed plastic, injection molded box type or solid panel signs are permitted.

Section 5. Submittals

Each tenant must supply three (3) copies of scaled drawings and one (1) electronic copy to the Landlord for review and approval. The drawings must show the sign in relation to the entire façade of the Tenant's space and include details of the color, size, materials, brightness, illumination, construction and installation of the sign.

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The Tenant's sign drawings and submittals must include the following:

An elevation view of the storefront showing the sign (drawn to accurate scale) with dimensions, including the height of the letters and the length of sign.

Color samples of the sign.

Color samples of the sign's letters (unless they are to be white).

A cross section view through the sign letter and sign panel showing the location of the sign relative to the storefront line and showing the dimensioned projection of the face of the letter from the face of the sign panel.

The drawings shall also show other elements such as soffits and the relationship of the sign to the other elements of the storefront, especially the vertical fascia.

Landlord must approve sign drawings in writing prior to the fabrication or installation of any signage. All permits for signage and installation of the signage shall be at the Tenant's sole cost and expense. Sign installation must be coordinated with the project's Tenant Coordinator or Manager prior to the start of any work. Landlord shall not be responsible for the cost of signs fabricated or installed that do not conform to the sign criteria or do not receive prior written approval from the Landlord.

Section 6. Miscellaneous Sign Requirements

All signs must be connected to Tenant's electric service. All electrical penetrations through the exterior façade or storefront fascia for the signage installation shall include PK housings. All electrical signage is to bear the UL® label and must comply with all governing codes. All conduit, raceways, crossovers, wiring, ballast boxes, transformers, and other equipment necessary for the sign's connection shall be concealed.

Tenant shall not be permitted to open without Landlord-approved permanent signage installed. Vinyl banners are not permitted at any time unless otherwise noted in the Tenant's Lease. Please allow adequate time to design, fabricate and install signage, prior to opening of Tenant's space.

Any sign, notice, or graphic, located within the interior of the Demised Premises and easily legible from the common area of the development, requires the prior written approval of Landlord.

Light leaks in signage letters are expressly prohibited and must be repaired promptly by Tenant. Tenant has 72 hours to make repairs after notification in writing by Landlord.

The following types of signs and sign components are strictly prohibited:

1. Illuminated box signage or illuminated awnings.
2. Signs made entirely of molded plastic or "bubble signs."
3. Signs employing audible equipment, or moving or flashing lights.
4. Signs employing exposed raceways, ballast boxes, or transformers.
5. Sign exposing manufacturers' names, stamps, or decals.

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6. Signs employing luminous vacuum formed-type plastic letters:
7. Signs employing a raw edge or uncapped plastic letters with no returns and exposed fasteners.
8. Paper or cardboard signs, sticks, or decals hung around, on, or behind the storefront.
9. Roof top signs, unless otherwise noted in Tenant's Lease.
10. Banners or flags without prior written approval by Landlord.

All letters are to be of full-welded construction. Channeled letters, bolts, fastenings, and clips shall be of enameling iron with porcelain enamel finish; stainless steel, polished brass or copper, or carbon bearing steel with a painted finish. No black iron material will be permitted.

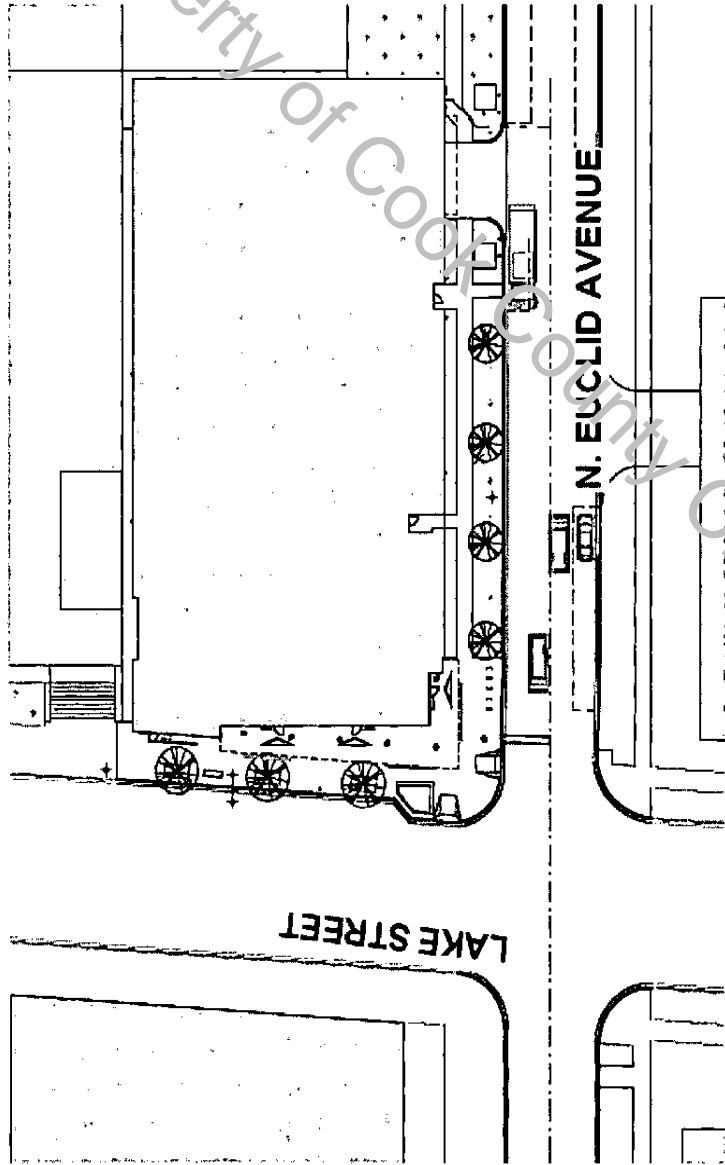
The signage contractor shall repair any damage caused by its work.

Section 7. Outdoor Seating Standards

All outdoor seating area designs must be reviewed and approved by the Landlord. Note that it is the Tenant's responsibility to obtain approval from the Village of Oak Park, Illinois and to insure compliance with all local codes and ordinances. The Tenant shall provide a plan indicating the placement of the following along with material finish and color prior to installation, subject to prior written approval of the Landlord:

1. Decorative freestanding fencing to designate the outdoor seating area from the sidewalk.
 - a. Material and finish: metal in black or silver. Alternative materials require prior written approval by the Landlord.
2. Seating and tables.
 - a. All seating and tables shall be movable and not permanently adhered to the building or sidewalk.
 - b. Material and finish: metal in silver, black or white or wood. Alternative materials require prior written approval by the Landlord.
3. Removable Umbrellas
 - a. All umbrellas shall be free of any advertisements and/or logos other than the Tenant's name or logo.
 - b. All umbrellas to be one single solid color.
 - c. All tenant logos to be either black or white and covering no more than 20% of the umbrella surface.

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- MAIN STOREFRONT SIGN
- WALL MOUNTED
SEE SK-4A
- MAIN STOREFRONT SIGN
- SUSPENDED
SEE SK-3A
- TENANT SIGNAGE
(HOURS & ADDRESS)
- GLAZING DECAL
SEE SK-3A & SK-4A
- ▲ RETAIL TENANT ENTRY

TENANT & STOREFRONT SIGNAGE PLAN

1/32" = 1'-0"

The Miller Hull Partnership, LLP
Architects and Planners
71 Columbia Street
Seattle, WA 98101
Phone: 206.461.3400
Fax: 206.461.3401

MILLER HULL

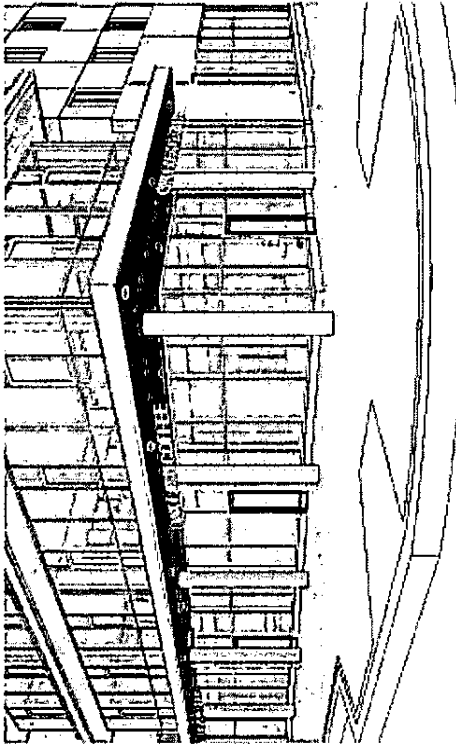
TENANT & STOREFRONT SIGNAGE PLAN

Title: DISTRICT HOUSE
Project: 08/09/17
Date: AS-INDICATED
Notes: AS-INDICATED
Scale: AS-INDICATED
Drawing Reference: SK-1A

- NOTE
- ALL SIGNAGE IS SUBJECT TO LANDLORD'S REVIEW AND APPROVAL
 - IF THERE ARE ONLY TWO RETAIL TENANTS, THE EAST CORNER TENANT IS PERMITTED TWO SIGNS AND THE OTHER TENANT IS ONLY PERMITTED ONE WALL MOUNTED SIGN

Exhibit D
Signage Criteria and Plan
Signage Plan

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MAIN STOREFRONT SIGNAGE - SUSPENDED

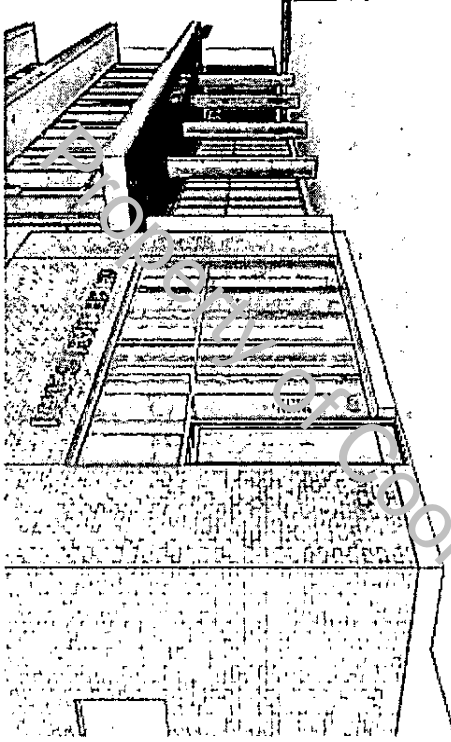
SEE SK-3A

MAIN STOREFRONT SIGNAGE

- INTERNALLY ILLUMINATED CHANNEL LETTERS WITH OPAQUE METAL SIZES AND TRANSLUCENT PLASTIC FACES. THE TRANSFORMER MAY BE PLACED BEHIND THE SIGN FASCIA WITH PROVISIONS MADE FOR PROPER COOLING AND ACCESS.
- MAXIMUM SIZE OF OVERALL SIGN IS 1'-6" HIGH AND 15'-0" IN LENGTH.

The Miller Hull Partnership, LLP
 ARCHITECTURE INTERIOR DESIGN
 17 CALLETON WAY, SUITE 200
 SEASIDE, CALIFORNIA 94063
 TEL: 415.440.1000 FAX: 415.440.1001

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MAIN STOREFRONT SIGNAGE - WALL MOUNTED

SEE SK-2A

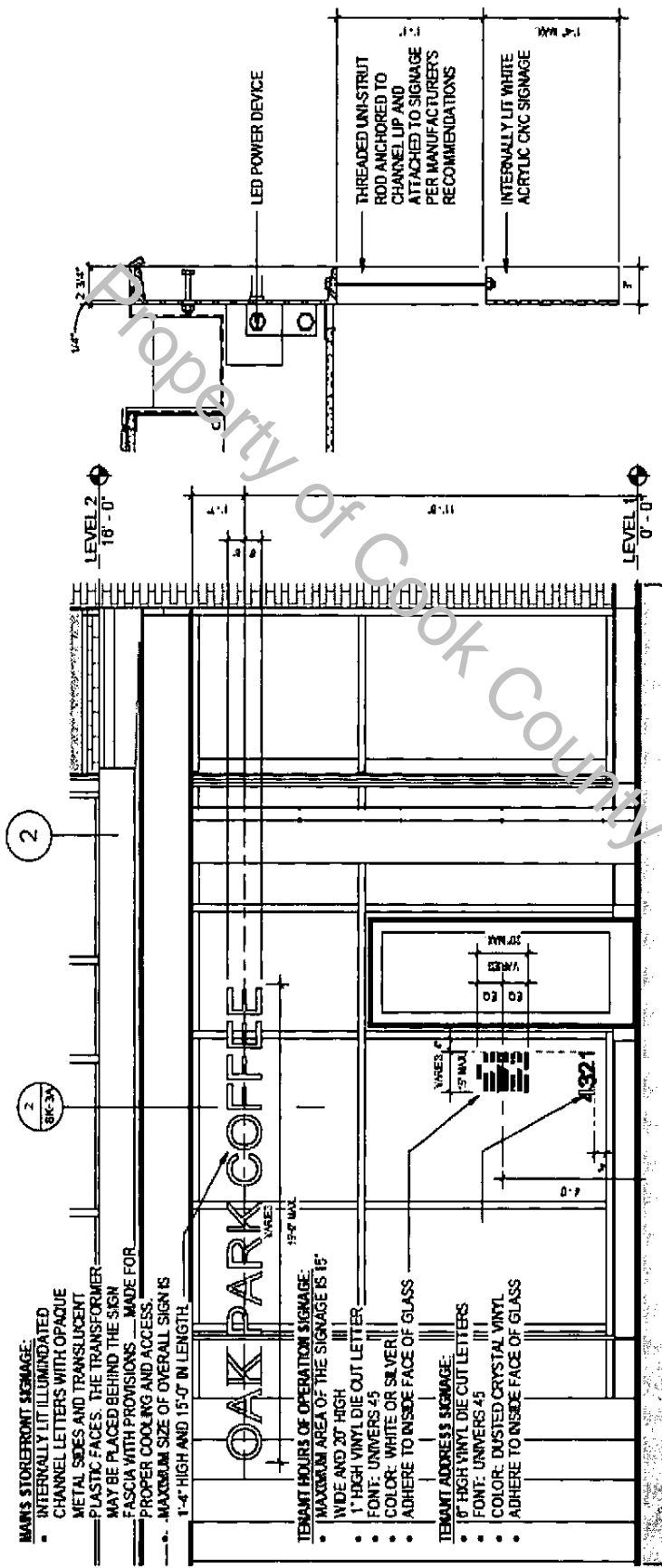
MAIN STOREFRONT SIGNAGE

Title: DISTRICT HOUSE
 Project: DB/08/17
 Date: 08/08/17 Scale: 1/2" = 1'-0"
 Notes: AS-000A-REV.3
 Drawing Reference: _____

SK-2A

Exhibit D
 Signage Criteria and Plan
 Signage Plan

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SUSPENDED SIGNAGE

1 1/2" = 1'-0"

ELEVATION

3/8" = 1'-0"

The Miller Hull Partnership, LLP
 Architects and Interior Designers
 11 California Street, Suite 300
 San Francisco, CA 94111
 Phone: 415.774.3000
 Fax: 415.774.3001



NOTE:

- ALL SIGNAGE IS SUBJECT TO LANDLORD'S REVIEW AND APPROVAL.
- IF THERE ARE ONLY TWO RETAIL TENANTS, THE BEST CORNER TENANT IS PERMITTED TWO SIGNS AND THE OTHER TENANT IS LIMITED TO ONE WALL MOUNTED SIGN.

Title: **STOREFRONT SIGNAGE - SUSPENDED**

Project: DISTRICT HOUSE

Date: 03/09/17

Notes: AS-003A-REV.3

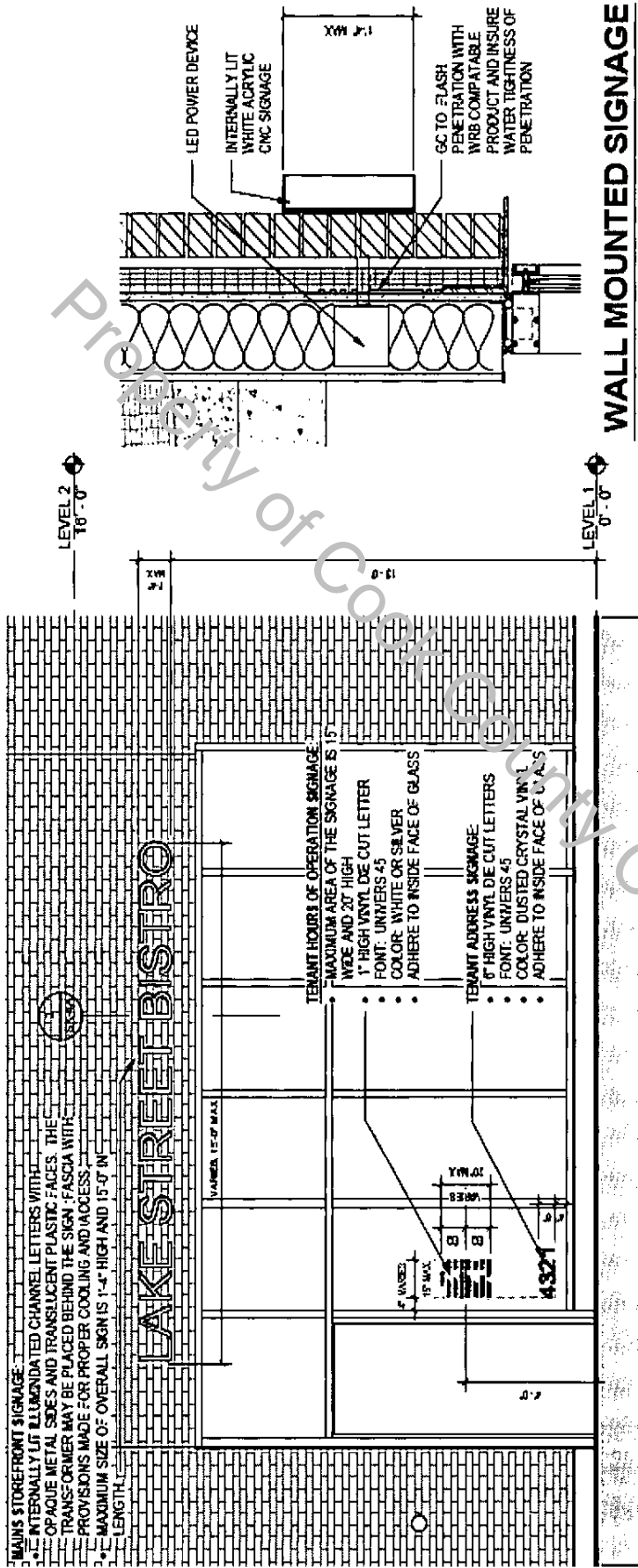
Drawing Reference:

Scale: As Indicated

SK-3A

Exhibit D
 Signage Criteria and Plan
 Signage Plan

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Title: STOREFRONT SIGNAGE - WALL MOUNTED
Project: DISTRICT HOUSE
Date: 09/09/17
Notes: AS-403A-REV.3
Drawing Reference: _____

Scale: As indicated

SK-4A

NOTE:
 • ALL SIGNAGE IS SUBJECT TO LANDLORD'S REVIEW AND APPROVAL
 • IF THERE ARE ONLY TWO RETAIL TENANTS, THE LARGER TENANT IS PERMITTED
 • TWO SIGNS AND THE OTHER TENANT IS ONLY PERMITTED ONE WALL MOUNTED SIGN

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Exhibit D
 Signage Criteria and Plan
 Signage Plan