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Final
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This document prepared by
and after recording return to:

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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/23/2019 03:22 PM PG: 1 OF 51

CH 19012134 RKO

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION (this "**Declaration**") is made and entered into as of the 13 day of May, 2019, by USEF ELEVATE LLC, an Illinois limited liability company (the "**Declarant**").

RECITALS

A. The terms used in the Recitals, if not otherwise defined, shall have the meanings set forth in ARTICLE II hereof.

B. The "**Total Parcel**" is situated in Chicago, Cook County, Illinois, and legally described on Exhibit A attached hereto and made a part hereof. The Total Parcel is presently improved with an eleven (11) story building commonly known as 2518-36 North Lincoln Avenue, and 938 West Altgeld Street, Chicago, Illinois 60614 ("**Building**"). Approximately 175,000 square feet of the Building on floors three (3) through eleven (11), inclusive, are improved with 191 dwelling units, which along with garage areas, ground floor and penthouse (comprising the entrances, the parking area, loading area, amenities and mechanical areas) constitute the Residential Property. Approximately 16,612 square feet of the Building on the first floor is improved with commercial space which constitutes the Commercial Property. The Residential Property and the Commercial Property are generally depicted on Exhibit B attached hereto and made a part hereof.

C. Neither the Residential Property nor the Commercial Property will be functionally independent of the other and each will depend upon the other, to some extent, for structural support, enclosure, ingress and egress, utility service or other facilities and components necessary to the efficient operation and intended use of the Residential Property and the Commercial Property.

D. The Declarant desires by this Declaration to specifically provide for the efficient operation of each respective portion, estate and interest in the Total Property, to assure the harmonious relationship of the Owners of each such respective portion, estate or interest in the Total Property, and to protect the Total Property, by providing for, declaring and creating: (i)

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certain easements, covenants and restrictions against and affecting the Residential Property which will be binding upon each present and future Owner of the Residential Property, or of any portion thereof or interest or estate therein, and which will inure to the benefit of the present and future Owners of the Commercial Property, or of any portion thereof or interest or estate therein including any portion thereof or interest or estate therein including leasehold interests, to the extent provided herein; and (ii) certain easements, covenants and restrictions against and affecting the Commercial Property, which will be binding upon each present and future Owner of the Commercial Property, or of any portion thereof or interest or estate therein, and which will inure to the benefit of each present and future Owner of the Residential Property, or of any portion thereof or interest or estate therein, to the extent provided herein.

NOW, THEREFORE, the Declarant hereby declares that the Total Property and any part thereof is and shall be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed and accepted subject to this Declaration. Declarant does hereby further declare and agree that the Total Property, may at any future date, be legally divided by Declarant into the Commercial Property and the Residential Property via condominium, vertical subdivision, vertical separation or other type of legal division of the Total Property (a "**Total Property Division**"). Declarant does hereby further declare and agree that whether or not a Total Property Division occurs, each of the following easements, covenants, conditions, restrictions, burdens, uses, privileges and charges created hereunder shall exist at all times hereafter amongst, and be binding upon and inure, to the extent provided herein, to the benefit of, or interest or estate or leasehold interests in, the Total Property and each of the foregoing shall run with the land subjected to this Declaration.

ARTICLE I

INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated by reference in the body of this Declaration as if fully set forth herein.

ARTICLE II

DEFINITIONS

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

2.2 "**Arbitrable Dispute**" means any dispute arising under this Agreement which is expressly made subject to arbitration under the provisions of Article 10 hereof or designated as an Arbitrable Dispute hereunder.

2.3 "**Architect**" shall have the meaning set forth in ARTICLE XIV hereof.

2.4 "**Commercial Improvements**" means all improvements constructed now or hereafter within and upon Parcel 1, as generally described on Exhibit A-1 attached hereto and made a part hereof.

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2.5 “**Commercial Property**” shall mean, collectively, Parcel 1 and the Commercial Improvements.

2.6 “**Common Elements**” means all portions of the Residential Property used in common with the Commercial Property.

2.7 “**Common Expenses**” means expenses to be paid by the Owners in relation to their Proportionate Share, including, but not limited to, items set forth on Exhibit C attached hereto and made a part hereof. To the extent any expense relates to a matter that is not common to the Total Parcel, then such expense shall not be deemed a Common Expense. As an illustration, but without limitation, expenses relating to each of the Window Systems located on the Residential Property and the Commercial Property shall not be deemed part of Common Expenses; however, expenses relating to the cooling tower serving the Total Parcel shall be deemed a Common Expense.

2.8 “**Condominium Association**” means in the event that any portion of the Total Property is subjected to the Act, an Illinois not-for-profit corporation to be formed for the purpose of administering pursuant to the Act such portion of the Total Property.

2.9 “**Creditor Owner**”, except where otherwise defined hereunder in a specific context, means an Owner to which a payment of money or other duty or obligation is owed under this Declaration by the other Owner where such other Owner has failed to make such payment or to perform such duty or obligation as and when required hereunder, in all cases subject to applicable periods of notice and cure (if any).

2.10 “**Declarant**” means USEF ELEVATE LLC, an Illinois limited liability company, and its successors and assigns.

2.11 “**Default Rate**” means the interest rate applicable to any sums owed by a Defaulting Owner to a Creditor Owner pursuant to this Declaration as further described in ARTICLE X hereof.

2.12 “**Defaulting Owner**”, except where otherwise defined hereunder in a specific context, means an Owner which has failed to make a payment of money owed under this Declaration to the other Owner or to perform any of its duties or obligations as and when required hereunder, in all cases subject to applicable periods of notice and cure (if any).

2.13 “**Depositary**” means the person or entity from time to time acting pursuant to ARTICLE XV of this Declaration.

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

2.15 “**Emergency Situation**” shall mean a situation impairing or imminently likely to impair structural support of the Improvements, causing or imminently likely to cause bodily injury to persons or substantial physical damage to the Total Property or any property in, on, under, within, upon or about the Total Property, causing or imminently likely to cause substantial economic loss to either party to this Agreement, or substantially disrupting or imminently likely to substantially disrupt business operations in or the use of any portion of the Total Property for

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its intended purposes. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

2.16 **“Facilities”** means all components, and any replacements or substitutions therefor, of the mechanical, plumbing, electrical, heating, air conditioning, alarm, television, telephone, Internet and other utility systems forming a part of the Improvements and designed or utilized to furnish utility or other services to both the Residential Property and Commercial Property, including without limitation: annunciators, antennae, boxes, brackets, cabinets, cables, coils, computers, conduits, controls, control centers, cooling towers, couplers, devices, ducts, equipment, fans, fixtures, generators, hangers, heat tracers, indicators, junctions, lines, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, shafts, starters, switches, switchboards, systems, tanks, transformers, valves, wiring and the like.

2.17 **“Improvements”** means the Residential Improvements and Commercial Improvements.

2.18 **“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 Declaration.

2.19 **“Owner”** means either the Owner of the Residential Property or the Owner of the Commercial Property, as the context requires. **“Owners”** means the Owner of the Residential Property and the Owner of the Commercial Property, as the context requires.

2.20 **“Owner of the Commercial Property”** means the person or entity (or persons or entities if more than one) at any time in question, holding fee simple title to the Commercial Property. If the Commercial Property is submitted to the provisions of the Act, the Owner of the Commercial Property shall mean collectively all of its Unit Owners (as defined in the Act) collectively and not individually.

2.21 **“Owner of the Residential Property”** means the person or entity (or persons or entities if more than one) at any time in question, holding fee simple title to the Residential Property. If the Residential Property is submitted to the provisions of the Act, the Owner of the Residential Property shall mean collectively all of its Unit Owners, collectively and not individually.

2.22 **“Parcel”** means each of the Commercial Property and the Residential Property together with the improvements thereon.

2.23 **“Proportionate Share”** means the percentage of ownership of the Total Property, to wit, the Owner of the Commercial Property owns Eight and 00/100 percent (8%) of the Total Property and the Owner of the Residential Property owns Ninety-Two and 00/100 percent (92%) of the Total Property; provided, however, for purposes of the payment of Common Expenses, the term **“Proportionate Share”** shall mean, as applicable, the share identified on Exhibit C as adjusted for the particular item of Common Expense. If any matter in this Declaration which refers

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to “**Proportionate Share**” is not listed on Exhibit C or defined elsewhere herein, then, the Residential Property’s Proportionate Share is 8% and the Commercial Property’s Proportionate Share is 92%.

2.24 “**Recorder**” means the Recorder of Deeds of Cook County, Illinois.

2.25 “**Residential Improvements**” means all improvements constructed within and upon Parcel 2, generally described on Exhibit A-2 attached hereto and made a part hereof.

2.26 “**Residential Property**” shall mean, collectively, Parcel 2 and the Residential Improvements.

2.27 “**Secured Property Lenders**” mean the holder of any mortgage or trust deed in the nature of a mortgage (as the same may be amended and/or replaced from time to time) on any portion of the Total Property, excluding, however, any mortgage or trust deed in the nature of a mortgage securing a loan to any Unit Owner.

2.28 “**Total Parcel**” means the parcels of real estate legally described on Exhibit A attached hereto and made a part hereof.

2.29 “**Total Property**” means the Residential Property and the Commercial Property.

2.30 “**Unavoidable Delay**” means those events described in ARTICLE XII hereof which excuse the timely performance of any obligation created hereunder.

2.31 “**Unit Owner**” means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit (as defined in the Act).

2.32 “**Window Systems**” means windows, together with the window framing system, and all components thereof, together with all cladding, panels, louvers and related parts and components.

ARTICLE III

EASEMENTS IN FAVOR OF RESIDENTIAL PROPERTY

3.1 The following perpetual (except as otherwise provided) easements in, to, under, over, upon, through and about portions of the Commercial Property as the case may be, are hereby granted, in favor of the Residential Property.

(A) A non-exclusive easement in and to all structural members, columns and beams, footings, caissons and foundations, common walls, ceilings and floors, and any other supporting components located in or constituting a part of the Commercial Property for the support of: (i) the Residential Improvements; and (ii) any Facilities located in the Commercial Property with respect to which the Owner of the Residential Property is granted an easement under this Declaration.

(B) A non-exclusive easement for the use for their intended purposes of all Facilities located in the Commercial Property and connected to Facilities located in the Residential Property

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(and any replacements thereof) which provide or shall be necessary or desirable to provide the Residential Property with any utilities or other services or which may otherwise be necessary or desirable to the operation, use and enjoyment of the Residential Property.

(C) An exclusive easement maintaining encroachments to the extent that, by reason of the original construction or any reconstruction or replacement authorized by the terms of this Declaration or the subsequent settlement or shifting of any part of the Improvements, any part of the Residential Improvements encroaches or shall hereafter encroach upon any part of the Commercial Property. No such encroachment shall be placed or enlarged deliberately. Such easement permitting encroachments shall exist only as long as the encroaching portion of the Improvement continues to exist; provided, however, that in no event shall an easement for any encroachment be created in favor of the Residential Property if such encroachment unreasonably interferes with the reasonable use and enjoyment of or materially lessens the available light and air of the Commercial Property by the occupants thereof.

(D) A non-exclusive easement for use in common with the Owner of the Commercial Property of those areas located in the Commercial Property that are intended for the common use of the Owners of the Total Parcel, including but not limited to emergency stairwells and corridors.

(E) A non-exclusive easement for ingress and egress (and, where reasonably necessary, use) by persons, material and equipment over, on, across and through the Commercial Property to the extent reasonably necessary to permit the construction, Maintenance, repair, replacement, restoration or reconstruction of the Residential Property as required or permitted pursuant to this Declaration, or to the extent reasonably necessary to exercise the Easements set forth in this Section 3.1 or to provide structural support required by ARTICLE V hereof.

(F) A non-exclusive easement for pedestrian and vehicular ingress and egress in an Emergency Situation to and from, over, on, across and through the Commercial Property.

3.2 Each Easement created under this ARTICLE III which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Commercial Property, shall be subject (except in an Emergency Situation) to such reasonable limitations as the Owner of the Commercial Property may, from time to time after consultation with the Owner of the Residential Property, impose with respect to the establishment of limited paths of ingress and egress and limited hours of the day or days of the week during which such Easements may be used to prevent any unreasonable interference with the use and operation of the Commercial Property and in order to assure the reasonable security of the Commercial Property.

3.3 Easements provided for, declared or created under this ARTICLE III shall be binding upon the Commercial Property and the Owner of the Commercial Property, shall run in favor of and inure to the benefit of, and shall be appurtenant to the Residential Property.

3.4 The Owner of the Residential Property shall be prohibited from obstructing any part of the Commercial Property.

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ARTICLE IV

EASEMENTS IN FAVOR OF COMMERCIAL PROPERTY

4.1 The following perpetual easements in, to, under, over, upon, through and about portions of the Residential Property are hereby granted in favor of the Commercial Property.

(A) A non-exclusive easement in and to all structural members, columns and beams, footings, caissons, foundations, common walls, ceilings, and floors, and any other supporting components located in or constituting a part of the Residential Property for the support of: (i) the Commercial Improvements; and (ii) any Facilities located in the Residential Property with respect to which the Owner of the Commercial Property is granted an easement under this Declaration.

(B) A non-exclusive easement: (i) for the use for their intended purposes of all Facilities located in the Residential Property and connected to Facilities located in the Commercial Property (and any replacements thereof) which provide or shall be necessary or desirable to provide the Commercial Property with any utilities or other services or which may otherwise be necessary or desirable to the operation, use and enjoyment of the Commercial Property; and (ii) for use in common with the Owner of the Residential Property of those areas located in the Residential Property that are intended for the common use of the Owners of the Total Parcel, including but not limited to emergency generator, electrical room, ComEd vault, loading dock, trash room, public parking areas, water meter room, mechanical room, mechanical platforms, and detention tank. The Owners acknowledge and agree that the secured parking spaces which are below grade are for the sole and exclusive use of the Residential Property.

(C) An exclusive easement maintaining encroachments to the extent that, by reason of the original construction or any reconstruction or replacement authorized by the terms of this Declaration or the subsequent settlement or shifting of any part of the Improvements, any part of the Commercial Improvements encroaches or shall hereafter encroach upon any part of the Residential Property. No such encroachment shall be placed or enlarged deliberately. Such easement permitting encroachments shall exist only as long as the encroaching portion of the Improvements continues to exist; provided, however, that in no event shall an easement for any encroachment be created in favor of the Commercial Property if such encroachment unreasonably interferes with the reasonable use and enjoyment of or materially lessens the available light and air of the Residential Property by the occupants thereof.

(D) A non-exclusive easement for ingress and egress (and, where reasonably necessary, use) for persons, material and equipment over, on, across and through the Residential Property to the extent reasonably necessary to permit the construction, Maintenance, repair, replacement, restoration or reconstruction of the Commercial Property as required or permitted pursuant to this Declaration, or to the extent reasonably necessary to exercise the Easements set forth in this Section 4.1 or to provide structural support required by ARTICLE V hereof.

(E) A non-exclusive easement for pedestrian and vehicular ingress and egress in an Emergency Situation to and from, over, on, across and through the Residential Property.

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4.2 Each Easement created under this ARTICLE IV which provides or requires, for its enjoyment, ingress and egress on, over, across or through the Residential Property shall be subject (except in an Emergency Situation) to such reasonable limitations as the Owner of the Residential Property may, from time to time after consultation with the Owner of the Commercial Property, impose with respect to the establishment of limited paths of ingress and egress and limited hours of the day or days of the week during which such Easements may be used to prevent any unreasonable interference with the use and operation of the Residential Property and in order to assure the reasonable security of the Residential Property.

4.3 Easements provided for, declared or created under this ARTICLE IV shall be binding upon the Residential Property and the Owner of the Residential Property, shall run in favor of and inure to the benefit of and shall be appurtenant to the Commercial Property.

4.4 With regard to any portion of the Total Property over which easements have been granted pursuant to ARTICLE III and ARTICLE IV hereof, the Owner of that portion of the Total Property burdened by such easement shall have the right (at such Owner's sole cost and expense) to relocate any such easements in the event alternative means can be substituted to insure the continuation of the benefit granted so long as it does not interfere with the other Owners of Total Property's use and enjoyment.

4.5 With regard to any portion of the Total Property over which easements have been granted pursuant to ARTICLE III and ARTICLE IV hereof for pedestrian ingress and egress in an Emergency Situation, such easements shall not be deemed to include any portion of a dwelling unit or a commercial space.

ARTICLE V

STRUCTURAL SUPPORT

5.1 No Owner shall do or permit any act which would adversely affect the structural safety or integrity of the Improvements on any other portions of the Total Parcel.

5.2 Except in the case in which ARTICLE IX is applicable, if substitute or additional structural support is required in any portion of the Improvements in which the structural support shall have been reduced or the structural safety of any portion of the Improvements is endangered, then the following provisions shall apply:

(A) In the event the Owner or Owners responsible for the reduction or endangerment cannot be determined (such determination to be made by the Architect), then the Architect shall determine the apportionment of the cost for all Owners and in such proportions determined by the Architect, the Owners shall be responsible for construction in accordance with plans and specifications approved by (except insofar as the provisions of ARTICLE XIX would not require such approval) the Owner or Owners of the portion of the Total Property affected thereby, the Architect and Secured Property Lenders with respect to any portions of the Total Property affected thereby and, subject to the provisions of ARTICLE IX hereof, shall pay all costs and expenses, including any architect's and other fees, in connection with construction of substitute or additional support.

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(B) In the event the Owner or Owners responsible for the reduction or endangerment can be determined, either by the agreement of the Owners or the determination of the Architect, then the responsible Owner or Owners shall perform such construction in accordance with plans and specifications approved by (except as otherwise provided in ARTICLE XIX hereof) the Owners of the portions of the Total Property affected thereby, the Architect and Secured Property Lenders with respect to the portion of the Total Property affected thereby and, subject to the provisions of ARTICLE IX hereof, shall pay all costs and expenses, including any architects' or other fees, in connection with construction of substitute or additional support.

5.3 The responsible Owner or Owners shall commence, within thirty (30) days after notice from any other Owner, or in the event the matter is submitted to the Architect, within thirty (30) days after the Architect's determination, the construction of such substitute or additional support within a reasonable time under the circumstances free of all mechanic's lien claims and having commenced such construction shall proceed diligently to cause the completion of such construction.

5.4 If delay in constructing substitute or additional support would endanger the structural safety or integrity of any portions of the Improvements, then, without regard to which Owner or Owners in accordance with Section 5.2 shall be determined as responsible for such construction, any Owner shall, upon not less than thirty (30) days' advance written notice to the other Owner (except that such advance written notice shall not be required in an Emergency Situation), provide substitute or additional structural support as and wherever may be required, or any Owners may jointly undertake to provide substitute or additional structural support; provided, however, the responsible Owner shall be liable for and pay all actual and reasonable costs and expenses incurred as a result of any Owner's provision of any required substitute or additional support. If the Owners cannot within thirty (30) days agree on the allocation of responsibility among the Owners, then, the dispute shall be submitted to the Architect for a determination. Notwithstanding anything herein to the contrary, no Owner shall be responsible for nor have any liability in connection with the loss of use of the other portion of the Total Property during any period of reconstruction unless such responsible Owner was grossly negligent or purposeful in compromising the structural integrity of any portion of the Total Property.

ARTICLE VI

COMPLIANCE WITH LAWS; REMOVAL OF LIENS; ZONING

6.1 The Owner of the Residential Property and the Owner of the Commercial Property shall each comply with all laws, statutes, codes, rules, orders, decrees, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of Illinois, County of Cook, City of Chicago and any other entity or agency now or hereafter having jurisdiction of the Total Property or any portion thereof, if noncompliance by it with respect to its portion of the Total Property or any part thereof would subject any other Owner to civil or criminal liability, or would jeopardize the full force or effect of any certificate of occupancy issued to any other Owner's right to occupy or utilize beneficially its portion of the Total Property or any part thereof, or would result in the imposition of a lien against any of the property of any other Owner or would increase costs of insurance of any other Owner or would impose any threat or danger to any person or property. If at any time any Owner so obligated to comply shall not proceed

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diligently with any such compliance and such failure to proceed shall adversely and materially affect any other Owner, than the Creditor Owner may give written notice to the Defaulting Owner specifying the respect or respects in which the Defaulting Owner has failed to comply, and if upon expiration of thirty (30) days after the receipt of such notice (immediately, in the case of an Emergency Situation), any such cure of the noncompliance is still not proceeding diligently, then the Creditor Owner may cause such compliance to occur by taking all appropriate steps to carry out the same. The Creditor Owner shall be entitled to reimbursement upon demand from the Defaulting Owner for all costs incurred in connection with causing any such compliance to occur, together with interest at the Default Rate from the date of payment of such costs and expenses by Creditor Owner to the date of reimbursement to the Creditor Owner.

6.2 Any Owner shall remove, within thirty (30) days after the filing thereof, any mechanics', materialmen's or any other like lien on any other Owner's portion of the Total Property, or on its portion of the Total Property, arising by reason of its act or any work or materials which it has ordered, but only where such lien includes the other Owner's portion of the Total Property; provided, however, if a lien is recorded against one Owner's portion of the Total Property but adversely affects any easement or service to be performed or furnished to the other Owner, then such other Owner shall have the right to remove such lien in accordance herewith. Notice of the filing of any such lien shall be served upon the Secured Property Lenders. Any Owner which has caused such a lien to be filed shall be deemed a Defaulting Owner hereunder. In the event any Defaulting Owner fails to remove any such lien within such thirty (30) day period, any Creditor Owner may (but is not required to) take such action as the Creditor Owner may deem necessary to remove such lien. The Creditor Owner shall be entitled to reimbursement from the Defaulting Owner for all costs and expenses incurred by the Creditor Owner in removing or attempting to remove such lien plus interest at the Default Rate from the date of payment of such costs and expenses by Creditor Owner to the date of reimbursement to the Creditor Owner; provided however, the Defaulting Owner shall not be required to remove such lien within thirty (30) days after the filing thereof (and the Creditor Owner shall not be entitled to remove such lien), if (i) the continuance of such lien shall not constitute a default under the documents securing the Secured Property Lenders; (ii) within said thirty (30) day period foreclosure proceedings relating to such lien cannot be completed and (iii) the Defaulting Owner (A) shall in good faith diligently proceed to contest the same by appropriate proceedings and shall give written notice to the Creditor Owner, and to the Secured Property Lenders if required by applicable loan document, of its intention to contest the validity or amount of such lien and (B) shall deliver to the Creditor Owner or, if loan documents so provide, to the Secured Property Lenders, either: (1) cash or a surety bond from a responsible surety company acceptable to the Creditor Owner and the Secured Property Lenders, 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 which may thereafter accrue by reason of such lien claim or to establish a title indemnity with a title company with sufficient funds, if at all, as required by the title company to endorse over such lien claim, or (2) other security reasonably acceptable to the Creditor Owner and the Secured Property Lenders, if applicable. The rights of the Defaulting Owner under the preceding sentence to contest such lien without discharging the same shall terminate if (aa) the Defaulting Owner fails to contest diligently and continuously, (bb) final judgment is entered on behalf of the lien claimant or (cc) the existence of such liens shall constitute a default under the document securing the Secured Property Lenders, and in such event the Defaulting Owner shall cause such lien to be discharged

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or removed within five (5) days after the occurrence of any of the events in clauses (aa), (bb) or (cc) in this sentence and the Creditor Owner shall have the right (but not the obligation) at any time to remove such lien and in such event be entitled to reimbursement in accordance with the applicable provisions hereunder.

6.3 Each Owner (hereinafter in this Section 6.3, the “**Indemnifying Owner**”) covenants and agrees, at its sole cost and expense, to indemnify and hold harmless the other Owner (hereinafter in this Section 6.3, the “**Indemnitee**”) from and against any and all claims against the Indemnitee for losses, liabilities, damages, judgments, costs and expenses and any actions or proceedings arising therefrom, by or on behalf of any person, firm, corporation or governmental authority, other than the Indemnitee, arising from the Indemnifying Owner’s use, possession or management of the Indemnifying Owner’s portion of the Total Property or activities therein or arising out of the Indemnifying Owner’s use, exercise or enjoyment of an Easement, except and to the extent such claims are due to the Indemnitee’s acts or omissions, 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, Indemnifying Owner, upon notice from the Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to the Indemnitee and to pay all reasonable fees and expenses of such counsel. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to Indemnitee (assuming such claim, action or proceeding does not exceed insurance limits). Indemnitee shall have the right to employ separate counsel in any such actions brought against Indemnitee, and the fees and expenses of such counsel shall be paid by Indemnitee.

6.4 Without limiting the provisions of Section 19.1(A), neither the Owner of the Residential Property nor the Owner of the Commercial Property shall make any Alterations (as that term is herein below defined in Section 19.1) or allow any use of their respective portions of the Total Property or to take or fail to take any action which would violate the provisions of the Chicago Zoning Ordinance, as said ordinance may be amended from time to time, or any similar or successor ordinance in effect from time to hereafter and applicable to the Total Property or any portions thereof. The Residential Property and Commercial Property shall continue to be combined and treated as one zoning lot for the purpose of complying with the Chicago Zoning Ordinance as applicable to any portions of the Total Property which (i) increases density, (ii) increases maximum height in any portion of the Total Property, or (iii) changes the character or permitted use of any portion of the Total Property.

ARTICLE VII

REAL ESTATE TAXES

7.1 Declarant has filed a real estate tax division petition with the Assessor of Cook County, Illinois (“**Assessor**”). The Assessor has approved, for the 2019 real estate tax year, separate permanent tax index numbers for the Commercial Property and the Residential Property as set forth on Exhibit A-1 (with respect to the Commercial Property) and Exhibit A-2 with respect to the Residential Property. The Owner of the Commercial Property shall pay the real estate taxes levied upon the Commercial Property, and the Owner of the Residential Property shall pay the real

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estate taxes levied upon the Residential Property. The Commercial Property and the Residential Property permanent index numbers (each the “**Commercial PIN**” and the “**Residential PIN**” and collectively the “**PINS**”), effective for the 2019 real estate tax year, will comprise all of the PINs for the Total Parcel; provided, however, a portion of the Common Elements will be included on the Residential PIN. Accordingly, the Owner of the Commercial Property shall reimburse the Owner of the Residential Property for its ratable share of the real estate tax bill attributable to the Residential PIN. Such reimbursement shall be made within ten (10) days after the date the Owner of the Residential Property pays any installment of taxes under the Residential PIN and provides evidence of such payment to the Owner of the Commercial Property.

7.2 Until the Commercial Property and Residential Property are separately assessed and taxed, each Owner shall pay its respective portion of such real estate taxes and special assessments in accordance with their Proportionate Share.

7.3 If any Owner shall fail to pay any tax or other charge or share thereof which is due and which such Defaulting Owner is obligated to pay pursuant to this ARTICLE VII, then, such Owner shall be deemed a Defaulting Owner, and any other Owner (such other Owner shall be deemed a Creditor Owners) may, after at least ten (10) days written notice to the Defaulting Owner, pay such tax or charge, or share thereof, together with any interest and penalties thereon, and the Defaulting Owner shall, upon demand, reimburse the Creditor Owner for the amount of such payment, including the amount of any interest or penalty payments and with interest at the Default Rate from the date such payment was due until the date paid, and Creditor Owner shall also have a lien against the portion of the Total Property owned by the Defaulting Owner in accordance with ARTICLE X hereof.

7.4 Except to the extent prohibited or restricted by any covenant, condition or restriction of record, any Owner may, if it shall so desire, endeavor at any time or times, to obtain a lowering of the assessed valuation upon the portion of the Total Property owned by such Owner for the purpose of reducing taxes thereon (“**Protesting Owner**”). In the event such protest shall be made by a Protesting Owner prior to the time that the Residential Property and Commercial Property are separately assessed and taxed, the Protesting Owner shall be required to serve written notice to the other Owner informing it of such protest, and the other Owner may elect, by delivering notice to the Protesting Owner within ten (10) days after receipt of the notice described above to join the Protesting Owner in effecting such a reduction. In the event the other Owner fails to join the Protesting Owner in seeking the reduction, the other Owner shall nevertheless be responsible for its Proportionate Share of any legal fees for such reduction, not to exceed the benefit such Owner receives. Nothing in this Section 7.4 shall affect any Owner’s or each Owner’s right to protest taxes or special assessments to such extent as it affects only such Owner’s portion of the Total Property.

ARTICLE VIII

INSURANCE

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

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(A) The Owner of the Residential Property shall procure and maintain insurance that keeps the Improvements (specifically excluding, however, any equipment, trade fixtures, or items of personal property located within the Improvements) insured under a single casualty insurance policy (the “**Casualty Policy**”) providing “all risk” or “special form” coverage in an amount not less than one hundred percent (100%) of the insurable replacement value thereof. Such policy shall not be endorsed with a replacement coverage endorsement and an agreed amount clause, and no coinsurance penalty shall be applicable. The Owner of the Commercial Property and the Owner of the Residential Property shall each pay its Proportionate Share of the premiums, fees and charges incurred in connection with the Casualty Policy. If any Owner shall fail to pay its Proportionate Share of any such premiums, fees or charges, then any other Owner may, without prior notice to the other Owner, pay such Defaulting Owner’s share thereof, and the Defaulting Owner shall, upon demand, reimburse the Creditor Owner for the amount of such payment with interest at the Default Rate from the date such payment was made until the date repaid, and shall also have a lien against the portion of the Total Property owned by the Defaulting Owner in accordance with ARTICLE X hereof.

(B) The Owner of the Residential Property and the Owner of the Commercial Property shall each maintain General Liability Insurance covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about their respective portions of the Total Property, or as a result of operations thereon, in such amounts as may be required by law and as from time to time shall be carried by prudent owners of first-class buildings in the City of Chicago, but in all events for limits of not less than TEN MILLION DOLLARS (\$10,000,000) combined single limit for personal and bodily injury or property damage.

8.2 Each policy described in Section 8.1 hereof: (i) shall provide, if available, that the knowledge or acts or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under any such policy; (ii) shall, with respect only to the policy described in Section 8.1(A), insure as named insureds the Owner of the Residential Property and the Owner of the Commercial Property and as additional insureds the Secured Property Lenders; (iii) shall provide, except for liability insurance described in Section 8.1(B), by endorsement or otherwise, that the insurance shall not be invalidated should any of the insureds under the policy waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property insured under the policy, if such provisions or endorsements are available and provided that such waiver by the insureds does not invalidate the policy or diminish or impair the insured’s ability to collect under the policy, or unreasonably increase the premiums for such policy unless the party to be benefited by such endorsements or provision pays such increase; (iv) shall, if available, provide for a minimum of thirty (30) days’ advance written notice of cancellation, non-renewal or material modification thereof to all named insureds and additional insureds thereunder including the Secured Property Lenders, unless such cancellation is for non-payment of premium, in which case only ten (10) days’ advance written notice shall be sufficient; and (v) shall, if available, provide except for the liability insurance required under Section 8.1(B), that all amounts payable thereunder shall be paid to the Depository in accordance with ARTICLE IX and ARTICLE XV hereof. Nothing contained in this Section 8.2 shall prevent the naming of any persons (in addition to those mentioned in clause (ii) herein above), as an additional insured in any policy or as prohibiting the inclusion in any policy of a usual and customary form of standard mortgage endorsement for Secured Property Lenders; provided, however, that the Secured Property Lender under any mortgage upon any part

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of the Total Property receiving any proceeds of any insurance policy described in Section 8.1(A) shall deposit the insurance proceeds with the Depository in accordance with ARTICLE IX and ARTICLE XV to the extent that the owner of the mortgaged property receiving such proceeds would be required to do so, except that such obligation for such deposit by a Secured Property Lender shall be subject to the following conditions: (a) that at the time of deposit there shall be no then uncured default under the mortgage; (b) that at the time of such deposit, there shall be in the hands of the Depository a sufficient amount, which when added to the proceeds to be deposited by the Secured Property Lender, will be at least equal to the cost, as estimated by the Secured Property Lender, to complete the work; and (c) the insurers do not deny liability as to the insureds.

8.3 Limits of liability or types of insurance specified in this ARTICLE VIII or carried by the Owners shall be reasonable and prudent for an Owner of a first class residential and/or commercial facility, as applicable, and shall be jointly reviewed by the Owners from time to time to determine if such limits, deductible amounts and types of insurance are reasonable and prudent in view of the type, place and amount of risk to be transferred, and to determine whether such limits, deductible amounts and types of insurance comply with the requirements of all applicable statutes, laws, ordinances, codes, rules, regulations or orders and whether on a risk management basis, additional types of insurance or endorsements against special risks should be carried or whether on a risk management basis, coverages or endorsements should be deleted.

8.4 Copies of all original insurance policies and all renewal insurance policies or certified binders delineating all forms of coverage and endorsements required hereunder shall be delivered by each Owner to the other Owner and to the Secured Property Lenders, at least twenty (20) days prior to the expiration date of any such expiring insurance policy if market conditions so permit. Should an Owner fail to provide and maintain any policy of insurance required under this ARTICLE VIII or pay its share of the premiums or other costs for any joint policies, then such Owner shall be a Defaulting Owner and any other Owner may purchase such policy and the costs thereof (or the Defaulting Owner's share of such costs) shall be due from the Defaulting Owner upon the Creditor Owner's written demand therefor plus interest at the Default Rate from the date of payment of the Creditor Owner to the date of reimbursement to the Creditor Owner.

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

ARTICLE IX

MAINTENANCE AND REPAIR; DAMAGE TO THE IMPROVEMENTS

9.1 Except for the Maintenance, repair and replacement of the Window Systems of the Total Property and except as otherwise provided in Article V, the Residential Owner shall be required to maintain, repair and replace the exterior, foundation and structural elements of the

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Total Property, and the cost thereof shall be Common Expenses paid by the Owners in accordance with their Proportionate Share. The Window Systems located on the Residential Property shall be maintained, repaired and replaced by the Owner of the Residential Property, at its sole cost and expense. The Window Systems located on the Commercial Property shall be maintained, repaired and replaced by the Owner of the Commercial Property, at its sole cost and expense.

9.2 Except as expressly provided hereinafter in this ARTICLE IX in the event of fire or other casualty, the Owner of the Residential Property shall keep the Residential Property in good and safe order and condition, and shall make all repairs or replacements of, in, on, under, within, upon or about such property, of non-structural components thereof, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. The Owner of the Residential Property shall also maintain the sidewalks located along the Altgeld Street frontage of the Building in a clean and uncluttered manner. The Owner of the Residential Property further agrees that it shall not suffer or commit, and shall use all reasonable precautions to prevent, waste to such property.

9.3 Except as expressly provided hereinafter in this ARTICLE IX in the event of fire or other casualty, the Owner of the Commercial Property shall keep the Commercial Property in good and safe order and condition, and shall make all repairs or replacements of, in, on, under, within, upon or about such property, of non-structural components thereof, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class working order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. The Owner of the Commercial Property shall also maintain the sidewalks located along the Lincoln Avenue frontage of the Building in a clean and uncluttered manner. The Owner of the Commercial Property further agrees that it shall not suffer or commit, and shall use all reasonable precautions to prevent, waste to such property.

9.4 If the Improvements are damaged by fire or other casualty and: (a) to the extent such damage occurs in, on, under, within, upon or about the Residential Improvements only; or (b) to the extent such damage occurs in, on, under, within, upon or about the Commercial Improvements only, then any such damage shall be repaired and restored by the Owner of the portion of the Improvements in which any such damage occurs in as timely a manner as practicable under the circumstances, and such Owner shall, in accordance with the provisions of ARTICLE XV hereof, be entitled to withdraw any insurance proceeds held by the Depository by reason of any such damage, for application to the cost and expense of the repair and restoration of any such damage, and such Owner shall be responsible for funding any shortfall insurance proceeds. If at any time any Owner so obligated to repair and restore such damage shall not proceed diligently with any repair or restoration of damage adversely and materially affecting an Easement in favor of any other Owner or services to be furnished to any other Owner, then: (i) the Creditor Owner may give written notice to the Defaulting 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 the Creditor Owner may perform such repair and restoration and may take all appropriate steps to carry out the same; or (ii) in an Emergency Situation the Creditor Owner may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. The

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Creditor Owner in so performing such repair and restoration shall, in accordance with ARTICLE XV hereof, be entitled to withdraw any insurance proceeds and any other monies held by the Depository as a result of any such damage, for application to the cost and expense of any such repair or restoration and shall also be entitled to reimbursement upon demand from the Defaulting Owner for all costs and expenses incurred by the Creditor Owner in excess of said insurance proceeds plus interest at the Default Rate from the date of payment by the Creditor Owner of the costs and expenses to the date of reimbursement to the Creditor Owner.

9.5 If both the Residential Improvements and the Commercial Improvements are damaged by fire or other casualty, then the repair and restoration of such damage shall be the responsibility of the Residential Owner. Said repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable. The plans and specifications for said repair and restoration shall be prepared by the Owner of the Residential Property on the behalf of both Owners and shall be subject to the approval of the Owner of the Commercial Property, which approval shall not be unreasonably withheld, delayed or conditioned. Said repair and restoration shall be performed on behalf of such Owners by a contractor or contractors selected by the Residential Owner, subject to the approval of the Secured Property Lenders, if required. The plans and specifications for such repair and reconstruction shall provide for the improvements to be rebuilt as nearly as commercially practicable to the Improvements as constructed prior to the damage unless prohibited by law or unless the Owners otherwise agree, subject to the approval of the Secured Property Lenders, if required.

9.6 If the cost and expense of performing any repair and restoration to and the Improvements provided for in Section 9.5 hereof shall exceed the amount of insurance proceeds, if any, paid by reason of the damage to the Improvements, then such excess cost and expense shall be borne by each respective Owner in accordance with its respective Proportionate Share.

9.7 In any instance of repair or restoration pursuant to Sections 9.4 or 9.5 hereof, any Owner may require that an estimate of the cost or expense of performing such repair or restoration be made by a reputable independent professional construction cost-estimating firm, except if a construction contract providing for the performance of such repair and restoration for a stipulated sum shall theretofore have been executed. If said estimate or stipulated sum, or if the actual amount incurred in performing repair or restoration, exceeds the amount of insurance proceeds, if any, paid or payable by reason of the damage, then either Owner may at any time give notice to the other Owner demanding that each Owner deposit with the Depository the amount of such excess cost and expense attributable to each Owner pursuant to this ARTICLE IX. In lieu of depositing its share of such excess amount based upon said estimate or stipulated sum, or actual cost and expense of performing such repair or restoration, any Owner may deliver to the Depository security for payment of its share reasonably acceptable to the other Owner, the Depository and the Secured Property Lenders, if required, which security may be in the form of an irrevocable commitment issued by a responsible lending institution to disburse an amount equal to such Owner's Proportionate Share of such excess amount to the Depository to pay the cost and expense of any such repair or restoration as the work progresses in proportion to such Owner's share of the cost and expense of any such repair or restoration. If the amount of the security required is based on an estimate of the cost and expense of repair and restoration, then the amount of security required to be deposited or available shall be readjusted upward or downward as the work progresses based on actual costs and expenses of the work. If any Owner shall fail to pay, or, as

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the case may be, deposit, such Owner's Proportionate Share of the cost and expenses (or estimated cost and expense) of performing any repair or restoration in accordance with this Section 9.7, or fails to deliver the security provided for herein within thirty (30) days after receipt of the other Owner's written demand therefor, then the Creditor Owner may (but shall not be obligated to) pay the Defaulting Owner's share and the Defaulting Owner shall, upon written demand, reimburse the Creditor Owner for such payment and the Creditor Owner's reasonable costs and expenses incurred in connection with such payment plus interest at the Default Rate from the date of payment by the Creditor Owner to the date of reimbursement to the Creditor Owner.

9.8 Upon completion of the repair and restoration of any damage to the Improvements, any remaining insurance proceeds paid by reason of such damage and attributable to a particular portion of the Total Property shall be refunded to the respective Owners in accordance with their Proportionate Shares, or to the Secured Property Lender for an Owner with respect to that Owner's respective Proportionate Share in accordance with the terms of such encumbrance. Such funds which are paid to each respective Owner or, if applicable, to the Secured Property Lender, shall be payable only from each Owner's respective insurance proceeds.

9.9 If the Improvements are destroyed or substantially damaged and the Owners agree not to rebuild, repair or restore the Improvements, subject to the written approval of the Secured Property Lenders, if required, then the Improvements shall be demolished to the extent necessary to comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders or requirements of any governmental entity or agency thereof having jurisdiction of the Improvements. In such event, the available insurance proceeds allocated to each respective Owner's Improvements other than insurance proceeds used to cause said demolition to be performed, shall be refunded to such Owner pursuant to the terms and the amounts stated in each Owner's policy, subject to the rights of the Secured Property Lenders. Such demolition shall be deemed to be a "repair or restoration" to which the provisions of Sections 9.4, 9.5, 9.6, 9.7 and 9.8 hereof are applicable except that demolition, and not construction, shall be performed. Each Owner shall restore his portion of the Total Property after demolition to a sightly and safe condition (including weatherproofing any exposed portions thereof) and in such a manner as to safeguard the other portions of the Total Property, to preserve the use of the Easements granted hereunder and to prevent any violations of applicable ordinances of the City of Chicago caused by the other party's failure to rebuild. In the event all Owners of the Total Property agree not to rebuild where the Improvements are totally destroyed, the land underlying the Improvements shall be deemed to be owned by the Owners in accordance with the Proportionate Share of each respective Owner as Tenants in Common. Any Owner shall have the right to sue for partition (but for purposes of such partition the land shall be deemed not susceptible of division).

9.10 For purposes of this ARTICLE IX, architects' and engineers' fees, attorneys' fees, consultants' fees, title insurance premiums and other similar costs and expenses relating to repair or restoration shall be included in the costs and expenses of any such repair or restoration.

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ARTICLE X

LIENS, RIGHTS AND REMEDIES

10.1 Each Owner shall pay its Proportionate Share of Common Expenses within thirty (30) days after being billed therefor by the other Owner or by any third party entitled to payment thereof. If, at any time, any Owner fails to timely pay its Proportionate Share of Common Expenses or any other sum of money due the other Owner, as Creditor Owner, under or pursuant to the provisions of this Declaration, then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner shall have (a) a lien against the portion of the Total Property owned by the Defaulting Owner, in the amount due from the Defaulting Owner to the Creditor Owner plus all interest due the Creditor Owner (at the Default Rate) with respect to such amounts, and (b) for a default under ARTICLE IX or ARTICLE XIII, a lien against any condemnation award or insurance proceeds payable to a Defaulting Owner for loss or damage to such portion of the Total Property or otherwise under insurance policies carried pursuant to ARTICLE VIII hereof to secure the repayment of such sum of money and all interest on such sum accruing pursuant to the provisions of this ARTICLE X. All liens under this Section 10.1 shall arise immediately upon the recording of a notice by the Creditor Owner with the Recorder and may be enforced by a proceeding in law or 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. Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon shall have been paid in full. THE LIENS PROVIDED FOR IN THIS SECTION 10.1 SHALL BE SUBORDINATE TO AND SHALL NOT TAKE PRECEDENCE OVER ANY BONA FIDE MORTGAGE OR TRUST DEED WHICH IS A FIRST MORTGAGE OR TRUST DEED AGAINST SUCH PORTION OF THE TOTAL PROPERTY AT THE TIME OF THE RECORDING OF THE NOTICE OF LIEN.

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

10.3 Interest shall accrue on any sums owed by a Defaulting Owner to a Creditor Owner under this Declaration, and shall be payable from the date any such sum is first due hereunder until paid in full, at a rate of interest equal to the lesser of: (a) the floating rate which is equal to four percent (4%) per annum in excess of the annual rate of interest from time to time announced by J.P. Morgan Chase Bank or other major bank if J.P. Morgan Chase Bank ceases to exist, as its "prime rate" of interest or a reasonably equivalent substitute thereof in the event a prime 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.

10.4 The rights and remedies of an Owner provided for in this ARTICLE X or elsewhere in this Declaration are cumulative and not intended to be exclusive of any other remedies to which such Owner may be entitled at law or in equity or by statute. Any Owner may enforce, by a

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

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

10.6 Actions to enforce any right, claim or lien under this Declaration shall be commenced within three (3) years immediately following the date the cause of action accrued, or such other shorter period as may be provided by law or statute.

10.7 A Defaulting Owner shall pay the reasonable attorneys' fees and court costs paid or incurred by a Creditor Owner in successfully enforcing its rights against the Defaulting Owner under this Declaration, and such fees and costs shall be added to the amount of any applicable lien created under this ARTICLE X.

ARTICLE XI

ARBITRATION

All questions, differences, disputes, claims or controversies arising among or between parties under this Agreement and relating to the matters described in Article V, Article XIII, Article XIV, Article XV, Article XVI shall be an Arbitrable Dispute. All Arbitrable Disputes arising under this Declaration which shall not be resolved within sixty (60) days after same shall arise, except where otherwise expressly provided herein, shall be submitted for arbitration to a panel of three (3) arbitrators at the Chicago, Illinois, office of the American Arbitration Association in accordance with its then existing Commercial Arbitration Rules. Such arbitration may be initiated at the request of either Owner. The fees and costs of such arbitration (filing fees, arbitrators' fees and expenses, court reporter's fees and transcript fees, but exclusive of witness fees and attorneys' fees) shall be borne in equal shares by the Owners. The Owner requesting arbitration shall notify the Secured Property Lenders of its request to arbitrate within five (5) days thereafter. Any award of the arbitrators shall be final and binding upon the Owners and judgment thereon shall be entered by any court exercising jurisdiction over the Total Property or the Owners. Any award including payment of delinquent amounts shall include interest on such delinquent amounts at the rate set forth in this Declaration. Any award issued by the arbitrators shall take into account and be consistent with the terms of this Agreement governing the subject of the dispute. The parties may not seek injunctive relief or specific performance in an arbitration; provided, however, that nothing contained herein shall limit or prevent either party from seeking injunctive relief or specific performance from a court of competent jurisdiction. Where a dispute involves both Arbitrable Disputes and matters that are not Arbitrable Disputes that are not incidental to the Arbitrable Dispute and not easily divisible from it, the dispute shall not be submitted to arbitration.

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ARTICLE XII

UNAVOIDABLE DELAYS

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

ARTICLE XIII

CONDEMNATION

13.1 In the event of a taking by the exercise of the power of eminent domain or deed in lieu of condemnation of all or any part of the Total Property by any condemning authority, any restoration of the Improvements shall be performed in accordance with the requirements of this ARTICLE XIII and the provisions of this ARTICLE XIII shall at all times be subject to and subordinate to the rights of the Secured Property Lenders.

13.2 All awards resulting from the taking by the exercise of the power of eminent domain or deed in lieu of condemnation of all or any part of the Total Property, (hereinafter in this ARTICLE XIII, the “**Award**”) other than damages resulting from a taking of the temporary use of space as hereinafter described, shall be paid to the Secured Property Lenders and disbursed as hereinafter provided, subject to the rights of the Secured Property Lenders.

13.3 In the event of (a) a taking (other than a temporary taking) of a part of the Residential Property only, or (b) a taking (other than a temporary taking) of a part of the Commercial Property only, then subject to the provisions of Section 13.6 hereof, the Owner of the portion of the Total Property in which the taking occurred shall repair and restore the remainder of its portion of the Improvements to form an architectural and functional whole. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable under the circumstances and shall be at the sole cost and expense of the Owner of the portion of the Total Property in which the taking occurred. Such Owner shall be entitled to withdraw any Award paid to the Secured Property Lenders by reason of such taking for application to the cost of said repair and restoration in accordance with the provisions of ARTICLE XVI hereof and to retain any excess not required for such repair and restoration, subject to the rights of the Secured Property Lenders.

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13.4 In the event of a taking other than (a) a temporary taking described in Section 13.2 hereof, (b) a taking described in Section 13.3 hereof, or (c) a taking of all or substantially all of the Total Property, then, subject to the provisions of Section 13.6 hereof, the Owners shall cooperate to repair and restore the remainder of the Improvements in accordance with plans and specifications (hereinafter described) jointly approved by the Owners and the Secured Property Lenders. The plans and specifications for such repair and restoration shall be prepared by the Architect. Such plans and specifications shall provide for repair and/or restoration of the remainder of the Improvements to form an architectural and functional whole with such changes in the Improvements as shall be required by reason of such taking. Such repair and restoration as practicable under the circumstances and the costs of such work shall be paid by the Owners in accordance with their respective Proportionate Shares. In the event the Owners, and the Secured Property Lenders, if required, fail to agree upon the selection of a contractor, then the selection shall be made by arbitration pursuant to ARTICLE XI hereof. If such repair and restoration is to be performed solely in the portion of the Total Property owned by one of the Owners then, provided that the plans and specifications do not require an Alteration, as such term is hereinafter defined, the approval of the Owner of, and any Secured Property Lender with respect to, the other portion of the Total Property shall not be required with respect to the plans and specifications therefor, nor shall the consent of the Owner of, and any Secured Property Lender with respect to, the other portion of the Total Property be required with respect to selection of a contractor therefor. If as a result of such taking, any Easements or covenants under this Declaration are extinguished or materially impaired, then changes shall be made to provide for easements of access, ingress and egress and use of Facilities and for furnishing of services comparable, to the extent commercially practicable, to Easements created under ARTICLE III and ARTICLE IV hereof.

13.5 The Award for any taking described in Section 13.4 shall first be used to pay for the repair and restoration (including any demolition, repair or restoration under Section 13.6 hereof) of the Improvements. The award shall be allocated to each portion of the Total Property to which it is attributed. Any excess of the Award attributed to a particular portion of the Total Property over the cost of repair and restoration to that portion of the Total Property shall then be allocated to the respective Owners of that portion of the Total Property, or, if applicable, to the holder of a mortgage encumbering such Owners' respective portions of the Total Property in accordance with the terms of such encumbrance.

13.6 Notwithstanding any other provision to the contrary, if, as a result of a taking (other than a temporary taking or a taking described in Section 13.7 hereof), any Owner reasonably determines that the portion of the Total Property owned by it no longer can be operated on an economically feasible basis, then such Owner shall not be obligated to repair or restore the Improvements owned by it as may be required by Sections 13.3 and 13.4 hereof. However, in such case, such Owner shall demolish, repair or restore the Improvements owned by it to the extent, if any, as may be necessary to provide essential services or structural support for the other portions of the Total Property, but only if the Owner of the other portions of the Total Property affected thereby request that it perform such demolition, repair or restoration. Furthermore, such Owner shall weatherproof any exposed portions of the Total Property owned by it and shall restore his portion of the Total Property to a slightly and safe condition and in such a manner as to safeguard the other portions of the Total Property, and to preserve the use of the Easements granted hereunder. Such demolition, repair or restoration shall be deemed to be a repair or restoration to which the provisions of Paragraph 13.4 hereof are applicable.

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13.7 In the event of a taking of all or substantially all of the Total Property, the Award for such taking shall be allocated to the Owners in accordance with the apportionment made in any final judicial or administrative proceedings in connection with the taking and paid to the Owners in accordance with said apportionment.

ARTICLE XIV

ARCHITECT

14.1 The appointment of an architect in accordance with this ARTICLE XIV shall be for the purpose of resolving disputes and other differences arising under this Declaration during the operation of the Total Property. The Owners shall jointly appoint a firm consisting of both architects and engineers (or a firm of architects and a firm of engineers agreeing to act jointly hereunder) experienced in the design and operation of structures similar to the Improvements, to serve under and pursuant to the terms and provisions of this Declaration (the "Architect"). In the event the Owners cannot agree upon the appointment of the Architect, the matter shall be submitted to arbitration in accordance with the provisions of ARTICLE XI. The Architect shall, upon its appointment, execute an agreement with the Owners substantially in the form of or comparable to The American Institute of Architects ("AIA"), AIA document B141, 1977 Edition, entitled "Standard Form Agreement between Owner and Architect." Any Owner may cause any Architect to be replaced if it demonstrates to the other Owner that such then-serving Architect has failed to perform its duties hereunder fairly, diligently or competently in accordance with the Owner-Architect Agreement. In such event, the Owner desiring replacement of the Architect shall serve notice upon the other Owner that such then-serving Architect has failed to perform its duties hereunder fairly, diligently or competently in accordance with the Owner-Architect Agreement. In such event, the Owner desiring replacement of the Architect shall serve notice upon the other Owner and the Secured Property Lenders, requesting the removal of the then-serving Architect, which notice shall set forth with specificity the respect or respects in which such Architect shall have failed to perform diligently or competently in accordance with the Owner-Architect Agreement. If, in the opinion of the Owner receiving such notice, the Owner desiring to replace the Architect is not entitled to require the appointment of a new Architect pursuant to this Section 14.1, an Owner receiving such notice and objecting to the appointment of a new Architect shall notify the other Owner of its objection in writing within fifteen (15) days after receipt of such notice from the other Owner. If, within ten (10) days after receipt by the Owner desiring to replace the Architect of such objection, the Owners do not resolve their differences, then the dispute shall be settled by arbitration pursuant to ARTICLE XI hereof.

14.2 In any instance when the Architect serving pursuant to Section 14.1 hereof is authorized by this Declaration to advise the Owners concerning any dispute or matter, any Owner involved in such dispute or matter may submit the same to the Architect. The Owner submitting such dispute or matter shall simultaneously give written notice of the submission of such dispute or matter to the other Owner and the Secured Property Lenders. The Architect shall, except in an Emergency Situation, afford each Owner involved in any dispute or matter, and any attorney or other representative designated by such Owner and the Secured Property Lenders, an opportunity to furnish information or data or to present such party's views.

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14.3 The Architect shall be paid a reasonable fee for any services rendered hereunder and shall be reimbursed for reasonable and necessary expenses incurred in connection therewith, and the Owners shall each pay their Proportionate Share of such fees. In any instance when the Architect shall, in accordance with any of the provisions of this Declaration, render services in connection with the preparation of plans and specifications for the supervision of repair, restoration or demolition of the Improvements or any part thereof, the fees and expenses of the Architect shall be considered as costs and expenses of said repair, restoration or demolition, as the case may be, and shall be paid in the same manner as other costs and expenses of repair, restoration and demolition under the provisions of this Declaration.

14.4 If any Owner shall fail to pay its Proportionate Share of any fees or expenses of the Architect within ten (10) days after receipt of any invoice therefor from the Architect, then any other Owner may pay the same (and such Owner shall be deemed a Creditor Owner) and the Owner failing to pay (such Owner shall be deemed a Defaulting Owner) shall, within ten (10) days after written demand for reimbursement, reimburse the other Owner for any such payment plus interest at the Default Rate from the date of payment by the Owner to the date of reimbursement to such Owner.

ARTICLE XV

DEPOSITARY

15.1 A depositary ("**Depositary**") shall be appointed in the manner hereinafter provided to receive from the payor or payee thereof insurance proceeds and condemnation awards, to disburse such monies and to act otherwise in accordance with the terms and provisions of this Declaration. Except as otherwise provided hereunder, all insurance proceeds under the Casualty Policy required to be carried pursuant to Section 8.18.1(A) hereof and condemnation awards arising in connection with this Declaration shall be paid to the Depositary. Except as otherwise provided herein, the Depositary appointed hereunder shall be one of the then five (5) largest title companies (measured in terms of capital funds) with offices in Chicago, Illinois.

15.2 As used hereinafter in this ARTICLE, the phrase "**Damaged Parcel**" shall refer to any of the Residential Property and Commercial Property, or any combination thereof if applicable, as to which a casualty loss shall have occurred. In the event of any casualty loss which affects only the Commercial Property or the Residential Property, then those Secured Property Lenders having a first mortgage lien with respect to the Damaged Parcel shall have the right, within thirty (30) days after such casualty loss has been finally adjusted, to elect either to act as Depositary or to appoint the Depositary with regard to such funds. If such right of election is not exercised within said thirty (30) day period, then the Owner of the Damaged Parcel shall have the right to appoint the Depositary with regard to such funds.

15.3 In the event of any casualty loss which affects more than one portion of the Total Property, and each Damaged Parcel is subject to a mortgage or trust deed held by Secured Property Lenders, then those Secured Property Lenders having a first mortgage lien with respect to the Damaged Parcels shall have the right, within thirty (30) days after such casualty loss has been finally adjusted, acting jointly, to appoint the Depositary with regard to such funds.

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15.4 In the event of any casualty loss which affects more than one portion of the Total Property, and only one of the Damaged Parcels is encumbered by a mortgage or trust deed held by a Secured Property Lender, then such Secured Property Lender and the Owner of the unencumbered Damaged Parcel shall have the right, within thirty (30) days after such casualty loss, acting jointly, to appoint the Depository with regard to such funds.

15.5 If none of the provisions of Section 15.3 or 15.4 are applicable, or if none of the rights of election or appointment conferred by said Sections are exercised within thirty (30) days after the casualty loss has been finally adjusted, then the Owners of the Damaged Parcels shall mutually appoint the Depository. Upon the failure of such Owners to appoint the Depository within thirty (30) days after the casualty loss has been finally adjusted, then the matter shall be submitted to arbitration in accordance with ARTICLE XI hereof and the arbitrator shall appoint the Depository.

15.6 Each Owner whose portion of the Total Property is the subject of any such casualty loss or condemnation shall be obligated to pay the reasonable fees and expenses of the Depository in proportion to their respective insurance proceeds or condemnation awards, as the case may be. Any Depository appointed to act hereunder shall execute an agreement with the Owners whose portion of the Total Property is the subject of any such casualty loss or condemnation accepting said appointment in form and content acceptable to such Owners and in accordance with the provisions of this Declaration.

15.7 The Depository shall have no affirmative obligation to prosecute a determination of the amount of, or to effect the collection of, any insurance proceeds or condemnation award or awards unless the Depository shall have been given an express written authorization from the Owners; provided, however, that if only one Owner claims said insurance proceeds or condemnation awards, then said Owner alone may authorize the Depository to so proceed; provided further, however, that if the Commercial Property and/or the Residential Property is in any material way affected by the disbursement of any such insurance proceeds or condemnation award or awards, then the consent of the holder of the appropriate Secured Property Lenders shall be required.

15.8 The monies on deposit shall be held in an interest-bearing account pursuant to an agreement among the Depository and the Owners whose portion of the Total Property has been the subject of any casualty loss or condemnation. The Depository, within thirty (30) days after receipt of funds, shall purchase with such monies, to the extent feasible, United States Government securities payable to bearer and maturing within one (1) year from the date of purchase thereof, except insofar as it would, in the good faith judgment of the Depository, be impracticable to invest in such securities by reason of any disbursement of such monies which the Depository expects to make shortly thereafter, and the Depository shall hold such securities in trust in accordance with the terms and provisions of this Declaration. Any interest paid or received by the Depository on monies or securities held in trust, and any gain on the redemption or sale of any securities, shall be added to the monies or securities so held in trust by the Depository. Monies received by the Depository pursuant to any of the provisions of this Declaration shall not be mingled with the Depository's own funds and shall be held by the Depository in trust for the uses and purposes herein provided.

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15.9 The Depository may resign by serving written notice on the Owners. Within thirty (30) days after receipt of such notice or in case of failure or inability to act, the Owners shall jointly, with the consent of the Secured Property Lenders, appoint a substitute who qualifies under Section 15.1 hereof, and the Depository shall transfer all funds, together with copies of all records held by it as Depository, to such substitute, at which time its duties as Depository shall cease. If the Owners shall fail to appoint a substitute within said thirty (30) days, then the Secured Property Lenders shall appoint a substitute who qualifies under Section 15.1 hereof within thirty (30) days thereafter, and the Depository shall transfer all funds, together with copies of all records held by it as Depository, to such substitute, at which time its duties as Depository shall cease. If the Secured Property Lenders shall fail to appoint a substitute within said additional thirty (30) day period, then the Depository may deposit such funds with either a court of competent jurisdiction or with a bank or trust company in Chicago, Illinois who qualifies under Section 15.1 hereof.

15.10 Notwithstanding anything contained herein to the contrary, any insurance proceeds arising out of the policies required to be carried pursuant to Section 8.1(A) hereof or condemnation awards of less than \$50,000.00 shall be paid directly to the party so entitled rather than to the Depository unless the insurance proceeds or condemnation award are to be paid to more than one Owner.

ARTICLE XVI

DISBURSEMENTS OF FUNDS BY DEPOSITARY

16.1 (A) Each request by an Owner acting pursuant to the provisions of this Declaration for disbursement of insurance proceeds, any condemnation award or other funds for application to the cost of repair, restoration or demolition (the "**Work**") shall be accompanied by a certificate of the applicable Owner, and with respect to the information described in Section 16.1(A)(2) and (A)(4) below, verified by the Architect, dated not more than ten (10) days prior to the date of the request for any such disbursement, setting forth the following:

(1) That the sum requested has either (a) been paid by or on behalf of one of the Owners (in which event the certificate shall name such Owner) or by or on behalf of both Owners (in which event the certificate shall specify the amount paid by each respective Owner), or (b) is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have rendered or furnished certain services or materials for the Work; such certificate shall also give a brief description of such services and materials and the principal subdivisions or categories thereof, the respective amounts so paid or due to each party named in said certificate and any other information required by the Mechanics' Liens Act set forth in Chapter 770 of the Illinois Compiled Statutes (the "**Mechanics' Liens Act**") and any title insurer affording coverage against mechanic's liens;

(2) That the sum requested, plus all sums previously disbursed, does not exceed the cost of the Work actually in place up to the date of such certificate plus the cost of materials supplied and actually stored on site (which materials shall be adequately insured against fire, theft and other casualties).

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(3) That no part of the cost of the services and materials described in the certificate has been the basis of the withdrawal of any funds pursuant to any previous request or is the basis of any other pending request for funds; and

(4) That the cost to complete the unfinished Work will not exceed the funds or security therefor held by the Depository after payment of then current request.

(B) Upon compliance with the provisions of Section 16.1(A) (but not more frequently than once in each calendar month (thirty (30) day period)); and

(1) upon receipt of contractors' and subcontractors' sworn statements required under the Mechanics' Liens Act accompanied by partial or final waivers of lien, as appropriate, and any other information required by any title insurer affording coverage against mechanics' liens from the persons named in the sworn statement, and

(2) approval by the title insurer, the Owners, the Secured Property Lenders holding mortgages on portions of the Total Property on which or for the benefit of which Work will be performed, of the lien waivers and other documentation, and the willingness of the title insurer to issue an endorsement (satisfactory to such parties) insuring over possible mechanics' lien claims relating to work in place and the continued priority of the lien of the mortgage securing the Secured Property Lenders whose approval is required above, the Depository shall, out of the monies so held by the Depository and subject to such reasonable retention as may be reasonably required in the circumstances and is customary in similar construction matters, pay or cause to be paid to the Owners, contractors, subcontractors, materialmen, engineers, architects, and other persons named in the Owner's certificate and contractors' and subcontractors' sworn statements the respective amounts stated in said certificate and statements due them.

Notwithstanding the foregoing, any or all of the Owners or the Secured Property Lenders or the Depository may require that disbursements be made through the usual form of construction escrow then in use in Chicago, Illinois, with such changes as may be required to conform to the requirements or provisions of this Declaration. The Depository may rely conclusively, with respect to the information contained therein, on any certificate furnished by the Owner to the Depository in accordance with the provisions of Section 16.1(A) hereof and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate or authorization.

ARTICLE XVII

ESTOPPEL CERTIFICATES

17.1 Each Owner shall, 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 ("**Estoppel Certificate**") stating:

(A) that the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying any such modifications;

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(B) whether there is any existing default hereunder (or grounds therefor after giving the requisite notice hereunder) by the requesting Owner and, if so, specifying the nature and extent thereof;

(C) whether there are any sums (other than those arising out of the normal course of operation of the Improvements within the previous forty-five (45) days) which the Owner executing such Estoppel Certificate is entitled to receive or demand from the requesting Owner, and if there is any such sum, specifying the nature and amount thereof;

(D) whether the Owner executing the Estoppel Certificate has performed or is performing Work, the cost of which such Owner is or will be entitled to charge in whole or in part to the requesting Owner under the provisions hereof, but has not yet charged to such Owner, and if there be any such Work, specifying the nature and extent thereof;

(E) the nature and extent of any set-offs, claims, counterclaims or defenses then being asserted or capable of being asserted after giving the requisite notice, if any, required hereunder or otherwise known by the Owner against the enforcement of the requesting Owner's obligations hereunder;

(F) the total amount of all liens being asserted or capable of being asserted after giving the requisite notice, if any, required hereunder by the Owner executing the Estoppel Certificate under the provisions of this Declaration describing the applicable provision or provisions and the details of any such lien claim;

(G) whether the Owner executing the Estoppel Certificate has requested that a matter be submitted to arbitration, which matter has not been discharged, released or otherwise resolved, and if so, a copy of any such notice or notices shall be delivered with the Estoppel Certificate;

(H) the nature of any arbitration proceeding or finding under ARTICLE XI, made within the ninety (90) days preceding the date of such Estoppel Certificate;

(I) the current address or addresses to which notices given to the Owner executing such Estoppel Certificate are required to be mailed under ARTICLE XX hereof, and

(J) such other facts or conclusions as may be reasonably requested.

ARTICLE XVIII

CONDOMINIUM ASSOCIATION ACTING FOR UNIT OWNERS

The Declarant intends that the Total Parcel will be subdivided into the Residential Property and the Commercial Property pursuant to a so-called "vertical subdivision," it being understood that Declarant has no present intention of subjecting all or any portion of the Total Property to the provisions of the Act. If, however, any portion of the Total Property is subjected to the provisions of the Act, thereafter all rights, Easements and benefits under this Declaration appurtenant to or enjoyed by the Owner of such portion of the Property, any consents, waivers, approvals and appointments which may be granted by such Owner, shall be exercised by the Condominium Association on behalf of such Owner as if the Condominium Association were such Owner, and

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in the event of any such action taken by the Condominium Association, the Unit Owners shall be bound as if such Unit Owners had expressly consented and agreed to such actions by the Condominium Association. Any action to enforce or defend rights, obligations, Easements, burdens and benefits under this Declaration, or the rights to settle and compromise any claims, on behalf of the Unit Owners who are members of the Condominium Association shall be taken on behalf of the Condominium Association and on behalf of Unit Owners solely by the Condominium Association by its duly authorized officers acting pursuant to the authority granted by law, the Condominium Declaration or resolution of the board of managers of the Condominium Association. Except as otherwise noted herein, any requirement for any Unit Owner to furnish a notice or deliver a document may also be performed by the Condominium Association. No Unit Owner or group of Unit Owners shall have the right to take any action under this Declaration or to enforce any of the rights, easements or privileges granted by this Declaration for the benefit of the Total Property or any part thereof. All obligations under this Declaration of the Owner of any portion of the Total Property subject to the Act shall be the obligations jointly and severally of both the Condominium Association and all Unit Owners in such portions of the Total Property and any lien arising against the Owner of any such portion of the Total Property may be imposed against the units of all such Unit Owners based upon their percentage of interest in the Condominium Association.

ARTICLE XIX

ALTERATIONS

19.1 (A) Either Owner (hereinafter in this ARTICLE XIX, "**Altering Owner**") may, at any time, at such Altering Owner's sole cost and expense, make additions, improvements or alterations (hereinafter in this ARTICLE XIX, "**Alterations**") to the part of the Improvements within such Altering Owner's portion of the Total Property, provided that such Alterations comply with the balance of this Section 19.1 and all of the other provisions of this ARTICLE XIX. Any plans and specifications for any restoration of the Improvements which contain substantially the same architectural features as the Improvements which existed prior to the necessity of restoration shall not be deemed to be Alterations with the meaning of this ARTICLE XIX.

(B) Unless otherwise provided in Section 19.1(A) and this Section 19.1(B), Alterations shall not be made without the prior written consent of the Owners if such Alterations will:

(1) unreasonably diminish the benefits afforded to such other Owner by any Easements or unreasonably interrupt such other Owner's use or enjoyment of any Easement;

(2) materially alter the façade of the Improvements except exterior signs for commercial tenants which are commercially reasonable;

(3) impair the structural integrity of the Improvements (or any portion thereof) or necessitate the erection of additional columns, bearing walls, or other structures upon or within the Total Property;

(4) affect Facilities benefiting the other Owner other than minimally or incidentally; or

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(5) materially change the expected pedestrian and vehicular traffic patterns of ingress and egress.

Subject to the foregoing provisions, the Owner of the Commercial Property and the Owner of the Residential Property shall have the right and each is hereby granted the necessary easements to: (a) reconfigure any portion of the Commercial Property or Residential Property, respectively; and (b) undertake such changes in the Commercial Property or Residential Property, respectively as it reasonably desires to make.

(C) If, at any time, the Altering Owner proposes to make any Alterations which require or could possibly require the consent of the other Owner or the Secured Property Lenders, if applicable, then before commencing or proceeding with such Alterations, the Altering Owner shall deliver to the other Owner and the applicable Secured Property Lenders, a copy of the plans and specifications showing the proposed Alterations and a reference to this Section 19.1. If such other Owner and the applicable Secured Property Lenders consent to such Alterations or state that their consents are not required, the Altering Owner may proceed to make its Alterations substantially in accordance with said plans and specifications. The other Owner or Secured Property Lenders whose consents are requested shall make a good faith effort to respond to the Altering Owner within thirty (30) days after its receipt of said plans and specifications from the Altering Owner showing proposed Alterations. If the Altering Owner has not requested the other Owner's consent to the proposed Alterations, and if, in the good faith opinion of the other Owner or the applicable Secured Property Lenders, the Altering Owner has violated or will violate the provisions of Section 19.1(A) or (B), such Owner or Secured Property Lenders (the "**Objecting Party**"), believing a violation exists shall notify the Altering Owner of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of Section 19.1(A) or (B) hereof, and shall specify the respect or respects in which its provisions are or will be violated. If an Objecting Party in good faith asserts a violation of Section 19.1(A) or (B), the Altering Owner shall not commence with the Alterations or proceed with the Alterations, if already commenced, until the matter has been resolved in accordance with Section 19.1(D). In addition to any of the legal or equitable rights or remedies to which the Objecting Party may be entitled by reason of an Altering Owner's violation or likely violation of the provisions of this Section 19.1 the Objecting Party shall be entitled to seek and obtain injunctive relief to enjoin any such violation.

(D) If any matter arises between the Owners with respect to whether any Alterations or proposed Alterations violate the provisions of Section 19.1(A) or (B), then any Owner may submit such matter to the Architect for its advice, and the Architect shall render its opinion whether the Alterations or proposed Alterations violate the provisions of Section 19.1(A) or (B) hereof.

(E) The Owners, in making Alterations, shall (1) perform all work in a good and workmanlike manner and in accordance with good construction practices; (2) comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations and orders, including, without limitation, the City of Chicago Building Code; and (3) comply with all of the applicable provisions of this Declaration. Each Owner shall, to the extent reasonably practicable, make Alterations within its portion of the Total Property in such a manner as to minimize any noise, vibration, particles and dust infiltration or other interference or disturbance which would interfere with or disturb an occupant or occupants of the other portion of the Total Property, but such disturbance. Any Alterations shall be designed and constructed with consideration given to

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implementation of green/sustainable design elements, which may include concepts set forth in LEED for Homes Mid-Rise rating system, as published by the U.S. Green Building Council (collectively, the “LEED Guidance”). Upon an Owner’s request and before the other Owner commences Alterations, the Owner making the Alterations shall report to the other Owner its consideration of such green/sustainable design elements. Such report shall identify the elements of the LEED Guidance or other green/sustainable design elements that have been considered or incorporated into the Alterations. Any Alterations shall be designed and constructed so as not to violate the LEED Silver certification and/or designation applicable to the Building.

19.2 Applications for building permits to make Alterations shall be filed and processed by the Altering Owner without the joinder of the other Owner in such application, unless the City of Chicago or other government agency having jurisdiction thereof requires joinder of the other Owner. If joinder by the other Owner not making Alterations is so required, said Owner shall cooperate in executing such application or other instruments as may be necessary to obtain the building permit; provided, however, the Altering Owner shall indemnify and hold harmless the other Owner from and against any and all loss, liability, claims, judgments, costs and expenses arising out of the other Owner’s execution of the application, permit or other instrument.

19.3 An Altering Owner performing any work required or provided for under this Declaration shall include in any construction contract a provision pursuant to which the contractor (1) recognizes the separate ownership of the various parcels which comprise the Total Property and agrees that any lien rights which the contractor or subcontractors have under the Mechanics’ Liens Act shall only be enforceable against the portion of the Total Property owned by the Altering Owner; or (2) agrees that no lien or claim may be filed or maintained by such contractor or any subcontractors and agrees to comply with the provisions of Section 21 of the Mechanics’ Lien Act in connection with giving notice of such “no lien” provision.

19.4 Nothing contained in this ARTICLE XIX shall give any Owner the right to construct any additional structures which may interfere with light, air or access to property of the other Owner or interfere with any Owner’s right to derive the benefits of this Agreement.

ARTICLE XX

SERVICES TO THE PROPERTY

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

- (A) Exterior Lighting. Maintenance of all exterior lighting of the Improvements along Altgeld Street;
- (B) Snow Removal. Removal of snow from sidewalks along Altgeld Street;
- (C) Landscaping. Maintenance of exterior landscaping along Altgeld Street;

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(D) City Water Supply System. City water reasonably required by the Owner of the Commercial Property from city mains through the water supply systems located in the Property and Maintenance of all water lines entering the Property from the city mains and water supply system;

(E) Roof. Maintenance of the roof of the Improvements;

(F) Loading Dock, Parking Areas and Garbage Areas. Maintenance of the loading areas, public parking areas, and garbage areas located in the Improvements;

(G) Telephone and Electrical. Maintenance of the Facilities located in the Residential Property and serving the Commercial Property with telephone and electrical service; and

(H) Combination Standpipe and Low-Level Sprinkler. Maintenance of the combination standpipe and automatic low-level sprinkler system.

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

(A) Exterior Lighting. Maintenance of all exterior lighting of the Improvements along Lincoln Avenue.

(B) Snow Removal. Removal of snow from sidewalks along Lincoln Avenue.

(C) Telephone and Electrical. Maintenance of the Facilities located in the Commercial Property and serving the Residential Property with telephone and electrical service.

20.3 The submission of statements for services rendered pursuant to this ARTICLE XX, provisions for payment thereof, and provisions for additional payments incurred in connection with such services and the operation, Maintenance of shared Facilities shall be made as follows:

(A) Allocation of Costs. Owner of the Commercial Property and the Owner of the Residential Property shall bear their respective Proportionate Share of the total cost of the services to be furnished, or caused to be furnished, by the Owner of the Residential Property as described in Section 20.1(D), 20.1(E), 20.1(F), and 20.1(H) of this Agreement. To the extent a specific item of maintenance, repair or replacement is not listed in this Article XX, but is included on Exhibit C, the Owners acknowledge and agree such item: (1) shall be performed by the party designated on Exhibit C; and (2) the allocation of costs shall be made pursuant to Exhibit C.

(B) Submission and Payment of Statements. Owner of the Residential Property shall submit statements on or about the first day of the month to the Owner of the Commercial Property for services rendered pursuant to Section **Error! Reference source not found.**, 20.1(D), 20.1(E), and 20.1(H) of this Declaration, and said statements shall be paid by the Owner of the Commercial Property within thirty (30) days. All payments not paid when due shall bear interest at the Default Rate and if non-payment continues for a period of sixty (60) days after its due date, the Owner of the Residential Property shall have the right to lien the Commercial Property and to discontinue furnishing the services for which payment has not been received until said sum of money is paid.

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20.4 If the Owner of the Residential Property shall fail to render the services described in Section 20.1 above to the Owner of the Commercial Property (except when such failure is caused by the Owner of the Commercial Property or Unavoidable Delay) and such failure shall continue for a period of ten (10) days after written notice thereof to the Owner of the Residential Property, the Owner of the Commercial Property shall have the right to undertake the performance of such services on its own. Such notice shall not be required in an Emergency Situation resulting from such failure.

20.5 The Owner of the Commercial Property shall submit a statement on the first day of the month following performing any of the services set forth in Section 20.4 above to the Owner of the Residential Property, and said statement shall be paid by the Owner of the Residential Property within thirty (30) days. All payments not paid when due shall bear interest at the Default Rate if non-payment continues for a period of sixty (60) days after its due date, the Owner of the Commercial Property shall have the right to lien the Residential Property and to discontinue furnishing the services for which payment has not been received until said sum of money is paid.

20.6 In addition to the foregoing provisions of this ARTICLE XX, the Owner of the Commercial Property shall be solely responsible for all of the cost of the Maintenance of the awnings, doors, and Window Systems, adjacent to and serving exclusively the Commercial Property, as well as a separate Commercial Property management fee, or other costs directly attributable to the Commercial Property.

20.7 If either Owner (hereinafter in this Section 20.7, the "**Protesting Owner**") in good faith believes that the cost of any service or item of Maintenance under ARTICLE XX hereof is not reasonably allocated between the Owner of the Commercial Property and the Owner of the Residential Property, whether as a result of (a) obsolescence of any Facilities and their replacement by more technologically advanced Facilities, (b) replacement of labor by Facilities, (c) any permanent substantial decrease or increase in use of Facilities by either Owner, (d) substantial alteration of the Improvements as a result of rebuilding following casualty or condemnation or (e) any other similar circumstance or set of circumstances substantially changing the assumptions forming the basis of the cost allocations set forth in ARTICLE XX hereof, or otherwise, then the Protesting Owner may give to the other Owner written notice of objection to any such allocation. Such notice shall specify the cost allocation to which the Protesting Owner objects, the reason or reasons why the Protesting Owner believes that such cost is not reasonably allocated under ARTICLE XX and the Protesting Owner's proposed revision. If within thirty (30) days after receipt of such notice, the Owner of the Commercial Property and the Owner of the Residential Property shall not have agreed upon the allocation or reallocation of any such cost or costs, and the Protesting Owner has not withdrawn its objection to the allocation, then, at the request of either Owner, the Protesting Owner's objection shall be referred to (i) the Architect, if such objection relates to any ARTICLE XX matter in which the Architect is expert, or (ii) other generally recognized experts, if such objection relates to other ARTICLE XX matters. If the Architect or other expert finds that the Protesting Owner has clearly and convincingly proved that such cost is not reasonably allocated under the provisions of ARTICLE XX, then the Architect or expert shall advise what would be the most reasonable allocation of such cost and shall set forth such finding in writing. The Architect or expert shall advise whether, and if so, to what extent, the new cost-sharing allocation shall be retroactive; provided, however, that said new cost-sharing allocation shall not be made retroactive to a date prior to the first day of January of the calendar year in which

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the Protesting Owner shall have given written notice of objection to the prior allocation. If the parties agree to such new cost-sharing allocation and agree that such new allocation is to be made retroactive under the provisions of the immediately preceding sentence, then appropriate reimbursement shall be made between the Owner of the Residential Property and the Owner of the Commercial Property to give retroactive effect to such finding of the Architect or expert with respect to retroactivity; provided, however, that such reimbursement may be made, at the option of the paying Owner, in equal monthly installments, over a period of time equal to the length of time for which the new allocation is made retroactive. In determining whether allocation of a cost is reasonable or whether the cost should be the subject of an allocation formula, certain expenses which are minor or relatively minor, except on a cumulative basis, shall be disregarded, it being understood that certain expenses which would otherwise be borne by one Owner benefiting from a service or Facility should, for the purpose of administrative simplicity and avoidance of additional metering, labor, accounting or attorneys' fees and costs, be absorbed by the other Owner without reimbursement so long as an unfair result is not caused to such other Owner. If, pursuant to this Section 20.6, the Owners agree that allocation of any cost shall be revised, then the Owner of the Commercial Property and the Owner of the Residential Property shall both execute, acknowledge and deliver to each other an instrument, in recordable form, modifying this Declaration to conform to any such revision. Notwithstanding anything herein contained to the contrary, the approval or consent of the Secured Property Lenders shall be required if any agreement between the Owners would result in any material change in the allocation or reallocation of any such cost or costs.

ARTICLE XXI

NOTICES

21.1 All notices, demands, elections or other communications required, permitted or desired to be served hereunder ("Notices") shall be in writing and shall be delivered in person or mailed as certified or registered matter, postage prepaid, return receipt requested, addressed as below stated:

For Notices to the Declarant,
the Owner of the Residential
Property and the Owner of the
Commercial property:

USEF ELEVATE LLC
c/o Baker Development Corporation
2222 North Elston Avenue
Chicago, Illinois 60614

The foregoing notwithstanding, at such time as any portion of the Total Property is conveyed to a new owner, notice to the Owner of such portion of the Total Property shall be delivered or mailed, as aforesaid, at such address as may be delivered to the other Owner as a Notice. Such change of address shall be effective upon the giving of Notice thereof to the other Owner in accordance with the provisions of this Section 21.1.

21.2 Concurrently with the giving of any notification required hereunder to be given, or which any other party hereto may desire to give to the Owner of the Commercial Property or the

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Owner of the Residential Property, a duplicate original of such notification shall be given to the Secured Property Lenders affected thereby at the address for the giving of notice set forth in the mortgage or trust deed securing indebtedness to such Secured Property Lenders. Any first lien Secured Property Lender shall have the right to cure any default by an Owner or Owners and such right to cure shall continue for thirty (30) days following the receipt by such Secured Property Lender of the notice of such default.

21.3 If any portion of the Total Property becomes subject to the Act, (1) notice to the Condominium Association shall be deemed sufficient and effective notice to all Unit Owners of such portions of the Total Property subject to the Act, and (2) the Condominium Association alone shall be empowered to give notice on behalf of any or all Unit Owners with respect to the applicable portion of the Total Property under this Declaration, which notice shall be binding on such Unit Owners.

21.4 Any Notice delivered as aforesaid shall be deemed received when delivered and receipted for and any Notice mailed as aforesaid shall be deemed received three (3) business days after deposit in the United States mail, or upon actual receipt, whichever is earlier. Addresses for service of Notice may be changed by written notice served as herein above provided at least thirty (30) days prior to the effective date of such address change. Nothing herein contained, however, shall be construed to preclude service of any Notice in the same manner that service of a summons or legal process may be made.

ARTICLE XXII

LIMITATION OF LIABILITY

22.1 Each Owner of a portion of the Total Property shall use reasonable diligence in performing the services required of such Owner, but shall not be liable for interruption or inadequacy of service, loss or damage to property or injury (including death) to any person for any reason other than in the case of willful and wanton conduct or willful misconduct. Each Owner obligated to furnish services hereunder is reserved the right to curtail or halt the performance of any service hereunder at any time in reasonable respects for a reasonable period of time to make necessary repairs or in case of an Emergency Situation.

22.2 In the event of any conveyance or divestiture of title to any portion or interest in any portion of the Total Property: (1) the Owner who is divested of title shall be entirely freed and relieved of all covenants and obligations thereafter accruing hereunder but only with respect to any such portion or interest conveyed or divested; and (2) the grantee or the person or persons or other entity or entities who succeed to title shall be deemed to have assumed all of the covenants and obligations of the Owner of such portion or interest thereafter accruing hereunder, until such grantee or successor is itself freed and relieved therefrom as herein above provided in this Section 22.2, and then any such grantee's or successor's grantee or successor shall thereafter be so bound.

22.3 The enforcement of any rights or obligations contained in this Declaration against an Owner or any portion of the Total Property shall be limited to the interest of such Owner in the Total Property. No judgment against any Owner of any portion of the Total Property shall be

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subject to execution on, or be a lien on any assets of, such Owner other than that Owner's interest in the Total Property.

ARTICLE XXIII

GENERAL

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

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

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

23.4 (A) Except as otherwise provided herein, this Declaration may be amended or terminated only by an instrument signed by the Owners and the Secured Property Lenders. If any portion of the Total Property is subject to the Act, the Condominium Association may, by its authorized officers, execute all amendments to or any termination of this Declaration on behalf of all Unit Owners in such portions of the Total Property and the Owner of such portion of the Total Property, which amendments or termination shall be binding on all Unit Owners and the Owner of such portions of the Total Property. Any amendment to or termination of this Declaration shall be recorded with the Recorder.

(B) Declarant reserves the right and power to record a special amendment ("**Special Amendment**") to this Declaration, at any time and from time to time, which amends this Declaration: (i) to correct clerical or typographical errors in this Declaration; and/or (ii) which would not materially and adversely affect any Parcel not owned by Declarant (in which case any such amendment shall require the consent of the Owner so materially and adversely affected thereby). In furtherance of the foregoing, a power coupled with an interest is hereby reserved and

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granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Total Property, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to any portion of the Total Property.

23.5 Except for the perpetual Easements provided for under this Declaration, the covenants, conditions and restrictions contained in this Declaration shall be enforceable by the Owners and their respective successors and assigns for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended without further act or deed of the Owners, except as may be required by law, for successive periods of ten (10) years, subject to amendment or termination as herein above set forth in Section 23.4, provided, however, that this Declaration and all easements, covenants, conditions and restrictions contained herein, shall terminate and be deemed abrogated upon the demolition or destruction of all of the Improvements and the failure to restore or rebuild the same within five (5) years after such demolition or destruction. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until such time as would be lawful and not in violation of such rule, statute or common law.

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

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

23.8 Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Improvements subject to an Easement unless the Owner benefitted 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.

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

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23.10 This Declaration is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary (except the Secured Property Lenders) under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

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

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

23.13 Nothing herein contained shall be deemed to be a grant or dedication of any portion of the Total Parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed. Declarant shall have the right to close any portion of the Total Parcel owned by Declarant to the extent as may, in Declarant's reasonable opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein; provided, however, in the exercise of any rights pursuant to this Section 23.13, shall use commercially reasonable efforts to minimize interference with any of the easements granted by this Declaration.

23.14 Declarant, in its sole discretion, may transfer the rights and responsibilities reserved to it hereunder to any other person(s) or legal entity (provided such person(s) or legal entity will be the owner of either the Residential Property or the Commercial Property) by written instrument recorded with the Recorder, but only if such instrument specifically gives the transferee the right to enforce the provisions of this Declaration. Mere purchase of the Residential Property or the Commercial Property or any portion thereof shall confer no right to enforce the aforesaid provisions. Wherever a transfer occurs in the ownership of any Parcel, the transferor shall have no further liability for breach of covenant occurring thereafter. Each Owner agrees to look solely to the interest of any other Parcel owner in its respective Parcel for the recovery of any judgment from such Owner, it being understood that the Owner of any such Parcel and its partners, directors, officers, members, managers or shareholders shall never be personally liable for such judgment.

ARTICLE XXIV

RESTRICTION ON USE OF COMMERCIAL PROPERTY

24.1 Notwithstanding the zoning which applies to the Commercial Property and except as otherwise provided below, the Commercial Property may not be open to the general public during the hours of 11:00 PM and 6:00 AM any day of the week; however, nothing herein shall prohibit the Owner of the Commercial Property or its tenants from using or occupying the Commercial Property during such hours provided the premises are not open to the general public and that such use of the Commercial Property does not create an unreasonable disturbance to the Residential Property. In addition, the Commercial Property is strictly prohibited from being used as follows:

- (A) Heavy manufacturing

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- (B) Undertaking establishment
- (C) Crematories and mausoleums
- (D) Pawn Shops
- (E) Adult book stores
- (F) Adult theaters (live performances or motion pictures)
- (G) Any matter not permitted by applicable zoning ordinance
- (H) Detention or correctional facility
- (I) Tattoo parlor
- (J) Body-piercing shop
- (K) Self-service laundry or self-service dry cleaner
- (L) Thrift stores but not prohibiting the resale of high quality merchandise
- (M) Kennels
- (N) Facilities that provide services to homeless, unemployed, temporarily unemployed

ARTICLE XXV

EASEMENTS AND COVENANTS IN FAVOR OF THE CITY OF CHICAGO

25.1 Declarant does hereby covenant and agree for itself, its successors and assigns that the Maintenance and repair of the common lines located anywhere on the Total Parcel from the point of connection to the sewer main in the public street shall be the responsibility of the Owners of the Total Property to be constructed as approved by the City of Chicago, as amended from time to time, and shall not be the responsibility of the City of Chicago. It is further granted that the City of Chicago, including its water management department, water section shall have full right and authority to access all services valves and water meters wheresoever located on the property. The Declarant further states that this covenant shall run with the land and shall be binding upon all subsequent grantees. This covenant is made to induce the City of Chicago to furnish sewer and water services to the Total Parcel.

ARTICLE XXVI

The Owners acknowledge and agree that the Wrightwood Neighbors' Association conducts an annual fundraiser sometime during each Summer called the Taste of Lincoln Avenue (the "**Taste of Lincoln Avenue**"). The Taste of Lincoln Avenue is generally located on Lincoln Avenue between Fullerton and Wrightwood, with main entrances at the intersection of Lincoln Avenue, Fullerton Avenue, and Halsted Street as well as the intersection at Lincoln Avenue, Wrightwood Avenue, and Sheffield Avenue. These locations may change from time to time. As

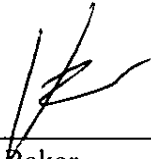
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IN WITNESS WHEREOF, the Declarant has executed and delivered this Declaration as of the date first above written.

USEF ELEVATE LLC,
an Illinois limited liability company

By: Baker Lincoln HRD, LLC, an Illinois limited liability company, its managing member

By: Baker Development Corporation, an Illinois corporation
Its: Manager

By: 
Name: Warren H. Baker
Its: President

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

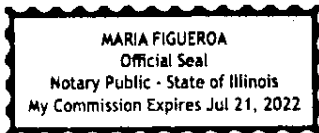
**COOK COUNTY
RECORDER OF DEEDS**

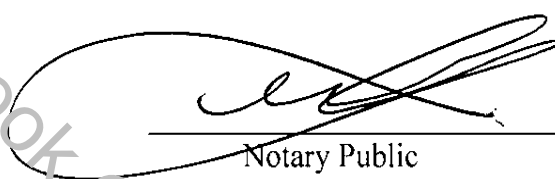
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Maria Figueroa, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Warren H. Baker, President of Baker Development Corporation, an Illinois corporation, the Manager of Baker Lincoln HRD, LLC, an Illinois limited liability company, the managing member of USEF ELEVATE LLC, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes there set forth.

GIVEN under my hand and Notarial Seal, this 9th day of May, 2019.





Notary Public

My commission expires:

Jul. 21, 2022

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Final
05.20.19

EXHIBIT A

LEGAL DESCRIPTION OF THE TOTAL PROPERTY

PARCEL 1:

LOTS 2 THROUGH 9, BOTH INCLUSIVE, ALSO LOTS 11, 12 AND 15 (EXCEPT THAT PART OF SAID LOT 15 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 18.69 FEET; THENCE NORTH ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12 AFORESAID; 26.27 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 15; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 18.50 FEET TO THE PLACE OF BEGINNING) IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29 IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: (PART BELOW +34.71 C.C.D.):

THAT PART OF LOT 1 IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29 IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST MOST CORNER OF SAID LOT 1; THENCE NORTH 45 DEGREES 06 MINUTES 26 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1 A DISTANCE OF 24.93 FEET TO THE EAST MOST POINT OF THE PROPERTY CONVEYED BY SPECIAL WARRANTY DEED RECORDED MAY 6, 2013 AS DOCUMENT NO. 1312612075; THE NEXT 3 COURSES BEING ALONG THE PERIMETER LINES OF THE PROPERTY CONVEYED BY SPECIAL WARRANTY DEED AFORESAID; THENCE SOUTH 44 DEGREES 44 MINUTES 59 SECONDS WEST 109.81 FEET; THENCE NORTH 45 DEGREES 15 MINUTES 24 SECONDS WEST 0.58 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE SOUTH 45 DEGREES 01 MINUTES 09 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 3.19 FEET TO THE WEST MOST CORNER OF SAID LOT 1; THENCE SOUTH 45 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 24.99 FEET TO THE SOUTH MOST CORNER OF SAID LOT 1; THENCE NORTH 45 DEGREES 01 MINUTES 09 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 A DISTANCE OF 113.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2A: (PART ABOVE +34.71 C.C.D.):

THAT PART OF LOT 5 IN LILL AND DIVERSEY'S SUBDIVISION OF THE BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29 TOGETHER WITH

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THAT PART OF LOT 1 IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29 ALL IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING AT AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.71 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST MOST CORNER OF SAID LOT 1; THENCE NORTH 45 DEGREES 06 MINUTES 26 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOTS 1 AND 5 A DISTANCE OF 26.00 FEET TO THE EAST MOST POINT OF THE PROPERTY LYING ABOVE ELEVATION +34.71 CHICAGO CITY DATUM CONVEYED BY SPECIAL WARRANTY DEED RECORDED MAY 6, 2013 AS DOCUMENT NO. 1312612075; THE NEXT 5 COURSES BEING ALONG THE PERIMETER LINES OF THE PROPERTY CONVEYED BY SPECIAL WARRANTY DEED AFORESAID; THENCE SOUTH 44 DEGREES 59 MINUTES 58 SECONDS WEST 66.45 FEET; THENCE SOUTH 45 DEGREES 12 MINUTES 34 SECONDS EAST 1.36 FEET; THENCE SOUTH 44 DEGREES 44 MINUTES 59 SECONDS WEST 2.36 FEET; THENCE NORTH 45 DEGREES 15 MINUTES 24 SECONDS WEST 0.58 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE SOUTH 45 DEGREES 01 MINUTES 09 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 3.19 FEET TO THE WEST MOST CORNER OF SAID LOT 1; THENCE SOUTH 45 DEGREES 06 MINUTES 27 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 A DISTANCE OF 24.99 FEET TO THE SOUTH MOST CORNER OF SAID LOT 1; THENCE NORTH 45 DEGREES 01 MINUTES 09 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 A DISTANCE OF 113.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTERLINE OF N. SHEFFIELD AVENUE AND RUNNING THENCE NORTH PARALLEL WITH THE CENTER LINE OF SAID N. SHEFFIELD AVENUE, A DISTANCE OF 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF A 14 FOOT WIDE VACATED ALLEY TO A POINT ON THE NORTH LINE OF SAID W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTERLINE OF SAID N. SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W, ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29 IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE VACATED NORTHWESTERLY 14 FOOT ALLEY VACATED BY ORDINANCE RECORDED SEPTEMBER 2, 1987, AS DOCUMENT 87484671, LYING NORTHEASTERLY OF THAT PART OF LOT 6 IN THE SUBDIVISION OF BLOCK 16 AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH

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LINE OF W. ALTGELD STREET, 296.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE NORTH PARALLEL WITH THE CENTER LINE OF N. SHEFFIELD AVENUE, 100.0 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID 14 FOOT ALLEY, TO A POINT ON THE NORTH LINE OF W. ALTGELD STREET, 396.28 FEET EAST OF THE CENTER LINE OF N. SHEFFIELD AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID W. ALTGELD STREET, 100.0 FEET TO THE PLACE OF BEGINNING, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOTS 2 THROUGH 9 BOTH INCLUSIVE, IN THE SUBDIVISION OF SAID LOT 6, LYING NORTH OF THE NORTH LINE OF LOT 11 IN THE SUBDIVISION OF SAID LOT 6, LYING NORTH AND NORTHEASTERLY OF THE NORTH AND NORTHEASTERLY LINES OF LOT 12 IN THE SUBDIVISION OF SAID LOT 6, LYING SOUTHEASTERLY AND SOUTHWESTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF LOT 15 IN THE SUBDIVISION OF SAID LOT 6, LYING EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12 IN THE SUBDIVISION OF SAID LOT 6, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 9 IN THE SUBDIVISION OF SAID LOT 6 AND LYING NORTH OF THE SOUTH LINE OF LOT 6, ALL IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 29 IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF A NORTHEASTERLY-SOUTHWESTERLY 11.75 FOOT WIDE PUBLIC ALLEY, VACATED BY ORDINANCE RECORDED JULY 27, 2016 AS DOCUMENT NO. 1620915258, LYING NORTHWESTERLY OF AND ADJOINING THAT PART OF THE NORTHWESTERLY LINE OF LOT 15, LYING SOUTHWESTERLY AND ADJOINING THAT PART OF THE SOUTHWESTERLY LINE OF LOT 1; LYING SOUTHEASTERLY AND ADJOINING THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF AFORESAID LOT 1; AND LYING EAST OF AND ADJOINING THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 12, ALL INCLUSIVE, IN THE SUBDIVISION OF LOT 6 IN BLOCK 16 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29 IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 5, 1881 IN BOOK 16 PAGE 33 AS DOCUMENT NO. 351383, IN COOK COUNTY, ILLINOIS.

Address: 2518-36 North Lincoln Avenue and 938 West Altgeld Street, Chicago, Illinois 60614

*** The Total Property is currently identified by the following Permanent Index Numbers (collectively, the "Current PINs"); however, Declarant has filed a Tax Division Petition with the Cook County Assessor whereby the Current PINs will be divided, effective for the 2019 tax year, such that the Commercial Property and the Residential Property will be identified by the Permanent Index Numbers listed on Exhibit A-1 and Exhibit A-2, respectively:

Current PINs:

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14-29-419-014-0000
14-29-419-029-0000
14-29-419-038-0000
14-29-419-052-0000
14-29-419-053-0000
14-29-419-054-0000
14-29-419-055-0000
14-29-419-056-0000
14-29-419-057-0000
14-29-419-040-0000

**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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Final
05.20.19

EXHIBIT A-1

GENERAL DESCRIPTION OF COMMERCIAL PROPERTY

That portion of the Total Property identified as the "Commercial Property" shall be identified by the following Permanent Index Numbers from and after the 2019 real estate tax year:

14-29-419-059-0000

14-29-419-060-0000

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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EXHIBIT A-2

GENERAL DESCRIPTION OF RESIDENTIAL PROPERTY

That portion of the Total Property identified as the "Residential Property" shall be identified by the following Permanent Index Numbers from and after the 2019 real estate tax year:

14-29-419-058-0000

14-29-419-065-0000

14-29-419-061-0000

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

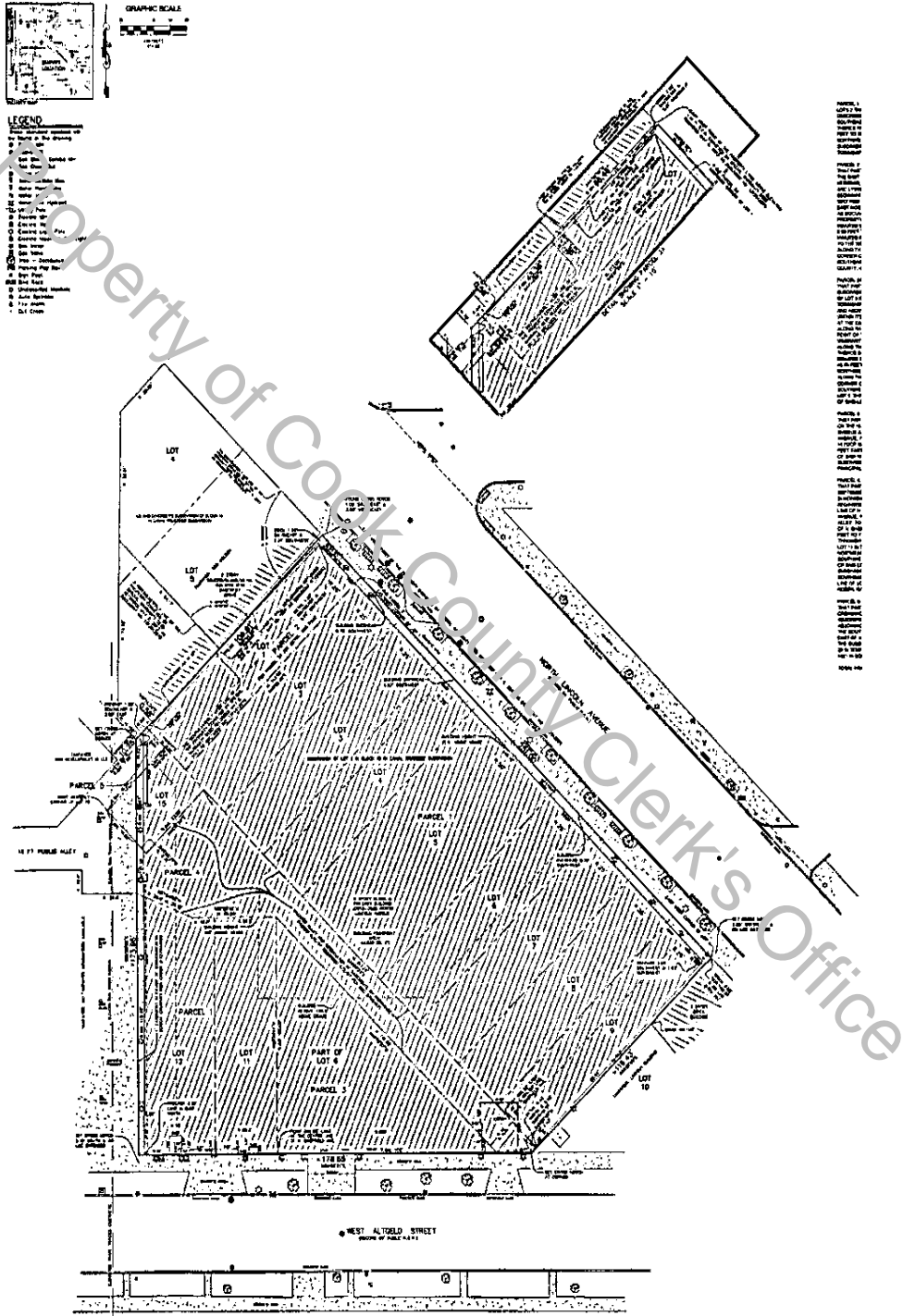
Property of Cook County Clerk's Office

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EXHIBIT B

GENERAL DEPICTION OF RESIDENTIAL PROPERTY AND THE COMMERCIAL PROPERTY



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05.20.19

EXHIBIT C

Allocation of Common Expenses and Proportionate Share

Allocation of Common Area Expenses			
	Residential Property Expenses Allocation	Commercial Property Expenses Allocation	Party Responsible
Window Cleaning	100% as to the windows on the Residential Property	100% as to the windows on the Commercial Property	Owner of the Residential Property as to the windows located on the Residential Property and Owner of the Commercial Property as to the windows located on the Commercial Property
General Cleaning of the Common Elements	92%	8%	Owner of the Residential Property
Snow / Ice Removal	100% as to the frontage on Altgeld Street	100% as to the frontage on Lincoln Avenue	Owner of the Residential Property as to snow and ice removal on the frontage of Altgeld Street and Owner of the Commercial Property as to snow and ice removal on the frontage of Lincoln Avenue
Landscaping	100% as to the frontage on Altgeld Street	100% as to the frontage on Lincoln Avenue	Owner of the Residential Property as to landscaping on the frontage of Altgeld Street and Owner of the Commercial Property as to landscaping on the frontage of Lincoln Avenue
Pest Control in the Common Elements	92%	8%	Owner of the Residential Property
Security in the Common Elements	92%	8%	Owner of the Residential Property
Fire Control/Sprinklers in the Common Elements	92%	8%	Owner of the Residential Property
Collection and Disposal of Trash from the Common Elements	92%	8%	Owner of the Residential Property
Collection and Disposal of Recycling from the Common Elements	92%	8%	Owner of the Residential Property
Building Cooling Tower, Condenser, Water System	92%	8%	Owner of the Residential Property

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Plumbing Systems located in or serving the Common Elements	92%	8%	Owner of the Residential Property
Electrical located in or serving the Common Elements	92%	8%	Owner of the Residential Property
Low Voltage located in or serving the Common Elements	92%	8%	Owner of the Residential Property
Gas located in or serving the Common Elements	92%	8%	Owner of the Residential Property
Water located in or serving the Common Elements	92%	8%	Owner of the Residential Property
Other Utility Systems located in or serving the Common Elements	92%	8%	Owner of the Residential Property
Sanitary and Storm Sewers	92%	8%	Owner of the Residential Property
Mechanical Room/Electrical Room	92%	8%	Owner of the Residential Property
Lighting of the Common Elements	92%	8%	Owner of the Residential Property
Signage which is not a sign of a tenant of the Commercial Property or a sign solely benefitting the Residential Property (i.e. Common Element signage)	92%	8%	Owner of the Residential Property
Reserves for anticipated future expenses to the extent customarily	92%	8%	N/A

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maintained for similar properties as determined by Declarant			
Costs and Expenses in the Appraisal of Real Estate Taxes (unless included with Taxes)	100% as to the real estate taxes applicable to the Residential Property	100% as to the real estate taxes applicable to the Commercial Property	N/A
Costs of Compliance with ADA with regard to Common Elements	92%	8%	Owner of the Residential Property
Insurance Costs applicable to the Common Elements	92%	8%	Owner of the Residential Property
Painting of the Common Elements	92%	8%	Owner of the Residential Property
Inspection Costs (e.g. City inspections)	92%	8%	N/A
Legal/Accounting as it relates to Common Elements	92%	8%	Owner of the Residential Property
Management Fees	100% as to the management fees applicable to the Residential Property	100% as to the management fees applicable to the Commercial Property	N/A
Uniforms, supplies and materials used in connection with the operation and maintenance of the Common Elements	92%	8%	Owner of the Residential Property
All payroll taxes, unemployment insurance costs, vacation allowances, and the cost of providing disability insurance or benefits, pensions, profit sharing benefits, hospitalization, retirement or other so-called fringe benefits, and any other expense imposed on Landlord, its contractors or subcontractors, pursuant to law or pursuant to any collective bargaining agreement covering such employees	100%	0%	Not applicable to the Commercial Property
Elevator	100% as to elevators 1, 2 and 3 50% as to elevator 4	50% as to elevator 4	Owner of the Residential Property
Stairwells	100%	0%	Owner of the Residential Property
Detention Vault	92%	8%	Owner of the Residential Property
Parking Maintenance/Repair	100% of the lower level parking	100% of the common parking	Owner of the Residential Property shall maintain and repair the lower

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			level parking and Owner of the Commercial Property shall maintain and repair the common parking
Roof	92%	8%	Owner of the Residential Property
Foundation	92%	8%	Owner of the Residential Property
Façade	100% as to the façade on the Residential Property	100% as to the façade on the Commercial Property	Owner of the Residential Property as to the façade located on the Residential Property and Owner of the Commercial Property as to the façade located on the Commercial Property
All construction elements (including, without limitation, structural members, footings or foundations, slabs, caissons, columns, beams, braces and trusses) which are load bearing or which are necessary for the structural integrity of any portion of the Building	92%	8%	Owner of the Residential Property
All common structural and partition walls, floors and ceilings situated on or adjoining any of the parcels, or located on one parcel but forming the walls, floors or ceilings of the adjoining parcel	92%	8%	Owner of the Residential Property
Generator	92%	8%	Owner of the Residential Property