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ARCHITECTURAL CHANGE COVENANT

This covenant and agreement is entered into this 28th day of October, 1987, by Beverley Rowley (hereinafter referred to as "Owner") and Walpole Point Owners Association, Inc., an Illinois not-for-profit corporation (hereinafter referred to as "The Association").

RECITALS

A. Owner owns certain real estate in Chicago, Illinois in the Walpole Point Development which is improved with a building. The address of the real estate is 2153 North Lincoln Avenue and its legal description is attached on Exhibit "A". (This real estate and improvements is hereinafter collectively referred to as the "Unit").

B. The Unit is subject to the terms of a certain Declaration of Covenants, Conditions and Restrictions, dated August 10, 1971, between LaSalle National Bank, as Trustee under Trust Agreement dated July 15, 1971 and known as Trust No. 41100 and LaSalle National Bank, as Trustee under Trust Agreement dated July 15, 1971 and known as Trust No. 242854 (the "Declaration"), such Declaration having been recorded with the Cook County Recorder of Deeds on September 17, 1981 as document No. 21625497 and having been from time to time amended pursuant to its terms.

C. The Declaration provides, among other things, that the Association shall have certain rights and obligations. One of its obligations, set forth in Article V, Paragraph 5.06, is to provide exterior maintenance to the building on the Unit. One of its rights pursuant to Article VII is to review any exterior alterations, additions or changes which any owners of any property subject to such Declaration wishes to make and to either approve or disapprove of such alterations, additions or changes.

D. The Owner has requested permission from the Association to make the architectural changes set forth on Exhibit "B" (the "Resulting Improvement). The Association has indicated that it is willing to allow the Owner to make such changes provided that the Owner agrees to the terms, conditions and covenants set forth hereinafter.

Prepared by Paul A. Levy
c/o M. Gerges Properties, Inc.
401 N. Wabash, #700
Chicago, IL 60611

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

1. Owner is hereby granted approval pursuant to Article VII of the Declaration to perform upon the Unit the work described in Exhibit "B".

2. The Owner hereby agrees to indemnify and hold the Association, its officers, directors and members, harmless from and against any damages, liabilities, claims, charges, lawsuits, or other matters arising out of the work performed pursuant hereto and described on Exhibit "B".

3. The Owner hereby waives and forfeits any rights which the Owner has pursuant to Paragraph 5.06 of the Declaration to cause the Association to provide exterior maintenance excluding painting to or upon (a) the Resulting Improvement, (b) any pre-existing improvement which is made inaccessible by virtue of the Resulting Improvement, (c) any portions of the Unit or the existing improvements which are covered or enclosed by the Resulting Improvement, (d) any part of the existing improvements on Unit which are in contact with or otherwise affected by the Resulting Improvement.

4. The covenants and agreements set forth herein shall run with the land described on Exhibit "A" and shall be binding upon all successors, heirs, assigns and transferees of the Owner.

Beverly D. Rowley
Owner

Helen Thomas Secretary
for Walpole Point Owners Association, Inc.

EXHIBIT "A"

A parcel of land being part of the following described tract: A triangular shaped parcel of land which includes all of Lots 19 to 25, inclusive, part of Lots 26, 27, 28, 29, 30, 31, 37, 38, 39, and 40 and the alley Northeasterly of Lots 21 through 26, aforesaid, all taken as one tract and being bounded on the North by a line that is 125 ft. South of and parallel to the South line of West Webster Avenue, on the East by the East line of Lots 19, 20, and 40 and said Lot lines extended, and on the Southwest by the Northeasterly line of North Lincoln Avenue, all in Falch's Subdivision of Block 22 in Canal Trustees Subdivision of part of Section 33, Township 40 North, R. 14 East of the 3rd P.M., said parcel being described as follows:

PARCEL 7 - Commencing at the N.W corner of said tract, thence East along the North line thereof, 168.84 ft. to the place of beginning, continuing thence East along said North line, 25.92 ft.; thence South perpendicular to the North line of said tract, 70.00 ft.; thence West parallel to the North line of said tract, 25.92 ft; thence North perpendicular to the North line of said tract, 70.00 ft. to the place of beginning. (Commonly known as 2153 North Lincoln)

PERMANENT INDEX NO. 14-33-122-040

EXHIBIT "B"

RESULTING IMPROVEMENT

Remove existing glass and framing from North elevation on 2nd and 3rd floors and replace with 5 (five) windows on each floor with fixed upper light (2/3) and casement lower light (1/3) and glass wood frame door.

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2153 North Lincoln
Chicago, IL 60614

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Return to
Walpole Point Homeowners Association
c/o. M-Myers Properties, Inc.
401 N. Wabash, #700
Chicago, IL 60611