
DEARBORN PARK

801 SOUTH PLYMOUTH COURT

OPERATING COVENANT

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

FOR

**801 SOUTH PLYMOUTH COURT, CHICAGO, ILLINOIS
DATED AS OF THE 18TH DAY OF FEBRUARY, 1983**

This Declaration of Covenants, Conditions, Restrictions and Easements is made as of the 18th day of February, 1983 by LASALLE NATIONAL BANK, not personally, but solely as trustee under a trust agreement dated October 26, 1981 and known as Trust No. 104467 ("Declarant"), and LASALLE NATIONAL BANK, not personally, but solely as trustee under a trust agreement dated March 1, 1980 and known as Trust No. 102600 ("899 Commercial Unit Owner").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property in the City of Chicago, County of Cook and State of Illinois, more particularly described on Exhibit A attached hereto and hereby made a part hereof (the "Total Parcel"); and

WHEREAS, a building (the "Building") consisting of 198 residential dwelling apartment units, 22 residential townhouse dwelling units, 418 above and below ground motor vehicle parking spaces and related facilities has been constructed upon the Total Parcel; and

WHEREAS, Declarant desires to separately submit that portion of the Total Parcel containing the motor vehicle parking spaces to the Condominium Act of the State of Illinois (said portion is hereinafter referred to as the "Act"), which portion is more particularly described on Exhibit B attached hereto and hereby made a part hereof (the "Garage Parcel"; the improvements located on and within the Garage Parcel are sometimes hereinafter referred to as the "Garage"); and

WHEREAS, Declarant desires to separately submit that portion of the Total Parcel containing the residential townhouse dwelling units to the Act, which portion is more particularly described on Exhibit C attached hereto and hereby made a part hereof (said portion is hereinafter referred to as the "Townhome Parcel" and the improvements located on and within the Townhome Parcel are sometimes hereinafter referred to as the "Townhomes"); and

WHEREAS, Declarant desires to separately submit that portion of the Total Parcel containing the residential dwelling apartment units to the Act, which portion is more particularly described on Exhibit D attached hereto and hereby made a part hereof (said portion is hereinafter referred to as the "Apartment Parcel"; and the improvements located within and on the Apartment Parcel are hereinafter referred to as "Apartments"; the Garage Parcel, Townhome Parcel and Apartment Parcel are sometimes hereinafter collectively referred to as the "Condominium Parcels"; and that portion of the Total Parcel which does not include the Condominium Parcels is hereinafter referred to as the "Master Parcel"); and

WHEREAS, Declarant does not intend to submit the Master Parcel to the provisions of the Act (said Master Parcel is more particularly described on Exhibit E attached hereto and hereby made a part hereof); and

WHEREAS, Declarant intends that the Master Parcel be devoted to and used for the benefit, enjoyment and structural support of the Condominium Parcels and the improvements located within and on such Condominium Parcels (said improvements are sometimes collectively referred to hereinafter as the "Condo Improvements"); and

WHEREAS, Declarant desires to grant 899 Commercial Unit Owner a certain easement ("Garbage Easement") for the benefit of the property (the "899 Commercial Property") legally described on Exhibit F-1 attached hereto and by this reference made a part hereof, within, across, along and on that portion of the Master Parcel legally described on Exhibit F-2 attached hereto and hereby made a part hereof (the "Garbage Easement Parcel") for the purpose of the collection, dumping and storage of refuse, garbage, trash, rubbish, dirt and debris; and

WHEREAS, 899 Commercial Unit Owner desires to execute this instrument solely for the purpose of accepting the Garbage Easement, and consenting to and agreeing with the provisions of Article III hereof; and

This instrument was prepared by and after recording is to be returned to:

James L. Marovitz
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

WHEREAS, Declarant may desire to grant certain easements under, on, across, along, upon, through and within that portion of the Master Parcel legally described on Exhibit G attached hereto and hereby made a part hereof (the "Master Easement Parcel"; the Garbage Easement Parcel and the Master Easement Parcel are sometimes collectively referred to hereinafter as the "Reserved Parcel"; and that portion of the Master Parcel which does not include the Reserved Parcel is sometimes hereinafter referred to as the "Remainder Parcel") to such persons and for such uses and purposes and to benefit such parcels of real estate as Declarant may, in its sole discretion, desire; and

WHEREAS, Declarant has caused to be incorporated under the name of the "801 South Plymouth Court Association" an Illinois not-for-profit corporation (such corporation being referred to hereinafter as the "Master Association"), for the purpose of owning (after a conveyance by Declarant to Master Association) maintaining, operating, managing and administering the Master Parcel and performing obligations imposed on Master Owner (hereinafter defined) pursuant to the provisions of this instrument; and

WHEREAS, Declarant intends, at such time as Declarant desires, to convey by a trustee's deed, in recordable form, the Master Parcel to the Master Association, or to a new land trust of which the Master Association shall be the beneficiary, subject to such title exceptions, liens and encumbrances as shall exist on the date of such conveyance; and

WHEREAS, Declarant may elect to convey all, less than all or none of the Reserved Parcel to the Master Association; and

WHEREAS, the Master Parcel, Garage Parcel, Townhome Parcel and Apartment Parcel are functionally dependent on each other, and will depend, to some extent, on one another for structural support, enclosure, ingress and egress, utility services and other facilities and services necessary for the efficient operation of each parcel; and

WHEREAS, Declarant desires to (a) establish certain easements, covenants and restrictions respecting the Master Parcel, which will be binding upon the Master Parcel and upon each present and future owner of the Master Parcel (such owner being hereinafter referred to as the "Master Owner"), and which will inure to the benefit of the Condominium Parcels and to each present and future owner of the Condominium Parcels, (b) establish certain easements, covenants and restrictions respecting the Apartment Parcel which will be binding upon the Apartment Parcel and upon each present and future owner of the Apartment Parcel ("Apartment Owner") and which is to inure to the benefit of the Garage Parcel, Townhome Parcel and Master Parcel (collectively the "X Property") and the respective present and future owners thereof (collectively the "X Owner"), (c) establish certain easements, covenants and restrictions respecting the Townhome Parcel which will be binding upon the Townhome Parcel and upon each present and future owner of the Townhome Parcel ("Townhome Owner") and which will inure to the benefit of the Master Parcel, Apartment Parcel and Garage Parcel (collectively the "Z Property") and the respective present and future owners thereof (collectively the "Z Owner") and (d) establish certain easements, covenants and restrictions respecting the Garage Parcel which will be binding upon the Garage Parcel and each present and future owner of the Garage Parcel ("Garage Owner") and which will inure to the benefit of the Master Parcel, Apartment Parcel, Townhome Parcel (collectively the "Y Property") and each present and future owner thereof (collectively the "Y Owner"); and

WHEREAS, Declarant desires and intends that each owner, mortgagee, occupant or person hereafter acquiring an interest in the Total Parcel shall at all times enjoy the benefit of, and shall hold their interests subject to, the rights, easements, terms, covenants and restrictions hereunder, so as to assure the harmonious operation of the Total Parcel; and

WHEREAS, Declarant desires to establish a system for the administration and operation of the Master Association.

NOW, THEREFORE, the Declarant hereby declares that the Total Parcel is and shall be owned, transferred, sold, mortgaged, conveyed and accepted subject to the terms hereof. Each of the easements, covenants, conditions, restrictions, burdens, uses, privileges and charges herein set forth shall exist at all times hereafter amongst and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in and to any portion of or estate in the Total Parcel and shall run with the land subjected to this instrument.

ARTICLE I

RECITALS AN INTEGRAL PART OF DECLARATION

1.0. The recitals set forth above are an integral part of this Declaration and are deemed fully incorporated herein as though fully set forth below.

ARTICLE II

DEFINITIONS

The following terms shall have the following meanings for the purpose of this Declaration:

"Deck" means the area located in the Master Parcel designated and used as a facility for passive recreation, pedestrian access, ingress and egress and automobile driveway purposes as depicted on Exhibit H attached hereto.

"Developer" means Dearborn Park Corporation (Limited Dividend), an Illinois Corporation.

"Easements" means all easements declared and created pursuant to the terms and provisions of this Declaration.

"Easement Facility" means an easement declared and created for the use of one or more of the Facilities (hereinafter defined).

"Emergency Situation" means a situation immediately impairing the structural support of the Building or any portion thereof or causing or likely to cause immediate injury to a person or persons or immediate substantial damage to the Total Parcel or property in, on or about the Total Parcel.

"Facilities" means all components, if any, of the chilled and heated hot water, condenser water, central air handling and fan, temperature control, domestic water, security, access control (for persons and vehicles), electrical, gas, life safety, master antenna, emergency power, telephone, elevator, loading dock, trash removal and other utility and other services to any portion of the Building and designed or utilized to furnish utility and other services to any portion of the Building, including but not limited to: annunciators, antennae, boxes, brackets, cabinets, cables, chutes, coils, computers, conductors, conduits, controls, control centers, cooling towers, couplers, devices, ducts, elevator cars, equipment, fans, fixtures, generators, hangers, heat traces, indicators, junctions, lines, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, starters, switches, switchboards, systems, tanks, transformers, valves, wiring and the like.

"Owner(s)" means either the Garage Owner, Master Owner, Townhome Owner and Apartment Owner or all or more than one of such parties, as the context may require. After the conveyance to Master Association, Master Association shall be the Master Owner.

"Parcel(s)" or *"parcel(s)"* means one of the Condominium Parcels or Master Parcel or more than one of them, as the context requires.

"Protected Mortgagee" means (a) any mortgagee or trustee under a trust deed, (b) any holder or owner of indebtedness secured by a mortgage or trust deed or (c) any insurer or guarantor of such indebtedness (including, but not limited to, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veteran's Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public, quasi-public, or private secondary mortgage market entity, if any of such entities is participating in the purchase or guaranty of mortgages of portions of the Total Parcel).

"Unit" means a part of the Condominium Parcels designed and intended for any type of independent use and as more fully described in any of the condominium declarations to be recorded with respect to each of the Condominium Parcels.

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

"Unit Ownership" means ownership of a part of one of the Condominium Parcels consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

"Use" means and includes use, operation, maintenance, repair, removal, inspection, testing, cleaning, painting, installation and replacement when necessary or desirable of Facilities and includes the right of access to, and the right to remove temporarily from, the Building portions of such Facilities for any of the above purposes.

ARTICLE III

GARBAGE EASEMENT

3.1. Declarant hereby grants unto 899 Commercial Unit Owner, its successors and assigns, as an easement appurtenant to 899 Commercial Property for the benefit of the 899 Commercial Property, a perpetual exclusive easement on, upon, within, across, along and within the Garbage Easement Parcel, for the purpose of (a) erecting, constructing and maintaining upon the Garbage Easement Parcel such improvements, facilities and equipment as 899 Commercial Unit Owner shall deem necessary, convenient or advisable for the storage and disposal of refuse, garbage, trash, rubbish, dirt and debris ("Garbage") produced or generated, from time to time, by the 899 Commercial Unit Owner, its successors, assigns, tenants, subtenants, guests, invitees, beneficiaries, customers and licensees and (b) storing, locating, handling and disposing of the Garbage. In the event the 899 Commercial Property shall be hereafter divided by separation of ownership or lease, all parts of the 899 Commercial Property shall enjoy the benefit of the Garbage Easement.

3.2. 899 Commercial Unit Owner covenants and agrees that:

- (a) The Garbage shall be stored in a clean, safe and sanitary manner in compliance with the laws of all governmental authorities with jurisdiction over the Garbage Easement and 899 Commercial Unit Owner; and
- (b) It shall not suffer or permit the filing of any mechanics' liens or materialmen's liens against all or any portion of the Total Parcel.

ARTICLE IV

MASTER EASEMENT PARCEL

4.1. Declarant reserves the right to grant such additional easements, licenses, leases, rights and privileges on, under, over, upon, within, across and along the Reserved Easement Parcel to benefit such persons and properties and for such purposes (including without limitation, electric, gas, telephone, communication, water, sewer, utility, cable television purposes and the location of facilities for the receipt and transmission of electronic signals) as Declarant shall in its sole discretion deem advisable.

4.2. Declarant reserves the right to convey all, any portion or none of the Reserved Parcel to Master Association. In the event Declarant shall convey all or any portion of the Reserved Parcel to Master Association, all owners, lessees, mortgagees and occupants of the Total Parcel shall own their interest in the Total Parcel subject and subordinate to such easements, licenses, leases, rights and privileges as are granted pursuant to Paragraph 4.1.

4.3. The Remainder Parcel shall be conveyed to Master Association not later than sixty days after the last to occur of (a) December 31, 1993 or (b) the bona fide sale by Developer to initial purchasers of eighty percent (by number) of the Units in each of the Condominium Parcels. Such conveyance to the Master Association shall be by Trustee's Quitclaim Deed and shall be subject to such liens, encumbrances, leases, licenses, easements, covenants, restrictions, concessions and other title matters as may exist on the date of such conveyance.

ARTICLE V

GENERAL GRANT OF UTILITY EASEMENTS

5.1. Illinois Bell Telephone Company, Commonwealth Edison Company, The Peoples Gas, Light & Coke Co. and all other public, quasi-public or private utilities serving the Total Parcel are hereby granted an easement for the laying, construction, renewal, operation, repair, maintenance, alteration and replacement of pipes, conduits, cables, wires, switching apparatus and other equipment over, across, or upon, along, under and within the Master Parcel and the common elements of each of the Condominium Parcels, for the purpose of providing electric, gas, telephone, communication, water, sewer, utility and cable television services together with reasonable rights of access, ingress and egress to and from the Total Parcel for such purposes.

ARTICLE VI

MASTER PARCEL EASEMENTS

6.1. The following perpetual easements in, to, over, upon and through the Master Parcel for the benefit of the Condominium Parcels are hereby declared:

(a) A non-exclusive easement in and to all structural members, footings, caissons, foundations, columns, beams, floors, ceilings, walls, land and other supporting components located within or constituting a part of the Master Parcel for the support of the Condominium Parcels and Condo Improvements, and replacements thereof and any Facilities located in the Master Parcel with respect to which the owners of the various parcels are granted Easements under this Declaration;

(b) An exclusive easement for the maintenance of encroachments in the event and to the extent that, by reason of the construction or design of the Building or the Condo Improvements, the reconstruction thereof or the shifting or settling thereof, any part of the Condominium Parcel or the Condo Improvements shall encroach upon any part of the Master Parcel, but, such easements for maintenance of encroachments by the Condominium Parcels or Condo Improvements shall exist only so long as the encroaching portion of the Condo Improvements shall remain standing;

(c) A non-exclusive easement for access, ingress and egress in and to all elevators, elevator shafts, elevator rails and elevator equipment, stairs, stairwells and handrails located within or constituting a part of the Master Parcel;

(d) A non-exclusive easement for ingress, egress and access to and from the walls of the Building and the Total Parcel for the purpose of making repairs and decorating;

(e) A non-exclusive easement for the Use of and pedestrian access to Facilities located in, on, within, along and about the Master Parcel and connected to Facilities located in, on or about portions of the Condominium Parcels which are necessary to provide utility or other services or are otherwise necessary to the efficient operation of the Condominium Parcels (or any portion thereof) and which are used by the owners of the Condominium Parcels to perform obligations herein provided for;

(f) A non-exclusive easement for the Use of and pedestrian access to the Facilities located in, on, within, along and about the Master Parcel primarily benefiting the Condominium Parcels or which are necessary for the owners of the Condominium Parcels to perform obligations herein provided for;

(g) A non-exclusive easement along, across and on the Master Parcel for pedestrian and vehicular access, ingress and egress during Emergency Situations;

(h) A non-exclusive easement for ingress, access and egress by persons, materials, and equipment over, on, upon, within, across, along and through the Master Parcel to the extent reasonably necessary to (i) permit the maintenance, repair, replacement, alteration and restoration of the Condo Improvements and (ii) permit the Use and enjoyment by the Condominium Owners of the Easements created in this Article;

(i) A non-exclusive easement on, over, across and along the Master Parcel for window washing equipment, rails, platforms and davits and for access, ingress and egress to windows located on the Condominium Parcel by persons, equipment and material for window washing purposes;

(j) A non-exclusive easement over, across and along the Master Parcel for the opening and closing of doors, exits and entrances located on the Condominium Parcels;

(k) A non-exclusive easement for pedestrian access, ingress and egress along all walkways and driveways located on the Master Parcel at street level;

(l) A non-exclusive easement for antennas and kitchen and toilet exhaust fans maintained and located on the roof of the Condo Improvements;

(m) A non-exclusive easement for the maintenance of standpipes, fire hydrants and firehoses;

(n) A non-exclusive easement for pedestrian access for the purpose of reading, inspecting and calibrating any meters or monitoring devices used to measure the delivery or transmission of the services described in Article XI; and

(o) A non-exclusive easement for the use of any loading dock facility, located at street level, by pedestrians and vehicles, for the purpose of loading and unloading goods and materials for transport to or from the Condominium Parcels.

6.2. The following perpetual easements in, to, over, upon and through portions of the Master Parcel are hereby declared and created for the benefit of the Garage Parcel:

(a) A non-exclusive easement for pedestrian and vehicular access, ingress and egress in and to the Garage Parcel, over, across and along the driveways presently located at street level on the North and South sides of the Master Parcel (and replacements thereof) which are located as shown on Exhibit H attached hereto and hereby made a part hereof;

(b) A non-exclusive easement for pedestrian ingress, egress and access over, across and along those stairways, exits and doors or portions thereof located within, on, in, over or under the Master Parcel;

(c) A non-exclusive easement for pedestrian access, ingress and egress over, across and along the Deck located on Exhibit H to the extent such access, ingress and egress is necessary for access to (i) the management office and party/meeting room located on the Apartment Parcel, and (ii) any Facility benefiting the Garage Parcel located in the Apartment Parcel or Townhome Parcel;

(d) A non-exclusive easement for pedestrian and vehicular access, ingress and egress over, across, on and along the portion of the Master Parcel consisting of a driveway and ramp leading up from street level to the Deck for the purposes of access to (i) the management office and party/meeting room located in the Apartment Parcel and (ii) any Facility benefiting the Garage Parcel located in the Apartment Parcel;

(e) A non-exclusive easement for temporary automobile parking and pedestrian and vehicular access on the driveway located on the Deck to the extent such parking and access is necessary in connection with the use of the Easement described in subparagraph (d) of this paragraph; and

(f) A non-exclusive easement for the location, maintenance, repair, replacement and operation of a "card-reader" system to control access to the Garage Parcel (or other system or device or devices designed and

intended to control access to the Garage Parcel) as located on Exhibit H and replacement thereof together with the right to connect such system with underground lines, conduits, pipes and cable to the Garage Parcel.

6.3. The following perpetual easements in, to, over, upon and through the Master Parcel are hereby declared and created for the benefit of the Townhome Parcel:

- (a) A non-exclusive easement for pedestrian access, ingress and egress in and to the Townhome Parcel over, across and along the Deck, ramp and walkway located on the Master Parcel;
- (b) A non-exclusive easement for vehicular access, ingress and egress and transient parking over, across and along the ramp and driveway located on the Deck of the Master Parcel;
- (c) A non-exclusive easement for pedestrian access, ingress and egress to, over, across and along the pedestrian walkways and driveways of the Deck located on the Master Parcel and at street level;
- (d) A non-exclusive easement for use of the trash chute located on the Deck as shown on Exhibit H; and
- (e) A non-exclusive easement for pedestrian access through and upon such stairs, stairways, stairwells, doors and exits (or portions thereof) as may be located on the Master Parcel.

6.4. The following perpetual easements in, upon, over, within, across and along the Master Parcel are hereby declared and created for the benefit of the Apartment Parcel:

- (a) An exclusive easement on, across, along and within that portion of the Master Parcel identified on Exhibit H as the Laundry Facility Easement ("Laundry Patio Easement") for use as a lounging and rest area for those persons using the laundry facility located in the Apartment Parcel. Such Laundry Patio Easement is subject to the right of Master Owner to have access to such Laundry Patio Easement for the purpose of servicing the Master Parcel, or performing obligations herein provided for;
- (b) A non-exclusive easement for pedestrian access, ingress and egress through such doors, stairways and exits (or portions thereof) as are located on the Master Parcel;
- (c) A non-exclusive easement for pedestrian and vehicular access, ingress and egress on, across and along the Deck, ramp and driveway located on the Deck;
- (d) A non-exclusive easement for the transient parking of automobiles on the driveway located on the Deck; and
- (e) A non-exclusive easement for pedestrian access, ingress and egress across the Deck of the Master Parcel (other than such areas as are subject to exclusive easements).

6.5. (a) Attached hereto as Exhibit H and hereby made a part hereof is a drawing of the Deck located on the Master Parcel. Identified on such drawing are certain patio areas adjacent to the Townhome Parcel and Apartment Parcel. Master Owner hereby declares an exclusive perpetual easement in and to such patio areas ("Patios"), for patio purposes, as an easement appurtenant to and for the benefit of each unit in the Townhome Parcel and Apartment Parcel which is adjacent to such patio area (such units are herein deemed "Patio Units," the owners thereof as "Patio Unit Owners" and the easements as "Patio Easements").

(b) Each Patio Unit Owner shall use the Patio Easement subject to such reasonable nondiscriminatory rules and regulations as the Master Owner shall determine, but no such rule and regulation shall prohibit the use of the Patio Easements as a patio.

(c) Each Patio Unit Owner shall repair, maintain, replace and operate the Patio Easements in a good and workmanlike manner using new materials of first class quality and in compliance with the laws of any governmental authority with jurisdiction over the Patio Easement. Each Patio Unit Owner shall obtain and keep in force all necessary governmental licenses, certificates, permits and approvals for the use and operation of the Patio Easements.

(d) No improvements, alterations, decorating or construction shall be performed by Patio Unit Owners on their respective Patio Easements without the consent of the Master Owner. Any such work shall be performed pursuant to plans and specifications approved by the Master Owner, which plans and specifications shall specify in such detail as Master Owner shall request, the nature of the work to be performed and shall be prepared by a licensed architect, contractor or engineer approved by Master Owner. All improvements, alterations, decoration or construction performed or to be performed by Declarant, its beneficiaries or Developer, their agents, employees, licensees and independent contractors and subcontractors is deemed approved.

(e) Each Patio Unit Owner shall obtain, if available, from companies satisfactory to Master Owner, insurance covering such risks as Master Owner shall deem reasonably necessary in such amounts as Master Owner shall determine. All

such policies shall name Master Owner, Developer, Master Association, Townhome Owner, Apartment Owner, Garage Owner and any mortgagee with a mortgage over any portion of the Master Parcel as additional insureds. Such insurance policies shall at least include the following:

(i) A policy of insurance insuring against the risk of fire and other hazards included within the terms "extended coverage" and shall be in an amount equal to the replacement cost of the improvements located within the Patio Easement;

(ii) A policy of public liability insurance with limits not less than \$1,000,000 in the case of injury to or death of any one person and \$500,000 in the case of injury to or death of any one person; and

(iii) A policy of "Builders Risk" insurance in such amounts as Master Owner shall determine if and to the extent work is performed as provided in subparagraph (d).

Notwithstanding the foregoing, Townhome Owner shall obtain, for the benefit of each Patio Unit Owner owning a Unit in the Townhome Parcel, the policies described in this subparagraph (e) and Apartment Owner shall obtain, for the benefit of each Patio Unit Owner owning a Unit in the Apartment Parcel, the policies described in this subparagraph (e). Evidence of such insurance (and renewals thereof) in the form of an insurance policy issued by an insurance company approved by Master Owner shall be delivered to Master Owner. All such insurance shall be endorsed to provide (1) for thirty days' notice in the event of modification, cancellation or nonrenewal to Master Owner and (2) waiver of any right of subrogation against Master Owner, Declarant, Developer, Master Association, Garage Owner, Townhome Owner, and Apartment Owner and any condominium association formed with respect to the Condominium Parcels.

(f) Patio Owner shall defend, indemnify and hold Master Owner harmless from and against all losses, costs, (including reasonable attorneys' fees, court costs and costs of appeal), fees, charges, expenses, decrees, judgments, liens, claims for lien, injuries, obligations, liabilities, actions, proceedings and causes of action which are claimed by, arise from or are related, in any manner whatsoever, to (i) any accident occurring on or about the Patio Easements, (ii) any mechanics' or materialmen's lien claims, or (iii) any breach or violation of the terms, provisions, covenants and conditions of this Paragraph 6.5. In the event Master Owner is made a party to any lawsuit, proceeding or action by reason of the Patio Easement, the Patio Owner shall resist and defend such action, lawsuit or proceeding, with counsel approved by Master Owner.

(g) Master Owner shall have the right, at any time, to inspect or enter upon the Patio Easement for the purpose of (i) determining Patio Unit Owners' compliance with the provisions hereof, (ii) making repairs, replacements, alterations and improvements to the Master Parcel or to perform obligations herein provided, (iii) performing such acts as will cause the Patio Easements to comply with the terms hereof (at Patio Unit Owners' expense) and (iv) taking necessary action in Emergency Situations. Should a Patio Unit Owner fail to comply with the terms hereof, Master Owner may, but shall not be required to, perform such obligations, at the sole cost and expense of the defaulting Patio Unit Owner, which expenses shall be paid by the defaulting Patio Unit Owner promptly after the demand of Master Owner therefor.

(h) Townhome Owner shall have the right, subject to all rights of Master Owner, at any time, to enter upon or inspect the Patio Easement for the purpose of (i) verifying compliance by Patio Unit Owner with the terms hereof or of any declaration of Condominium recorded with respect to the Townhome Parcel, (ii) performing obligations herein provided for to be performed by Townhome Owner, (iii) taking necessary action in Emergency Situations, and (iv) making repairs, restorations, alterations and maintenance as required herein, in the Act, or any other laws, any declaration for the Townhome Parcel, or by-laws or rules and regulations adopted by a condominium association for the Townhome Parcel.

ARTICLE VII

APARTMENT PARCEL EASEMENT GRANTS

7.1. The following perpetual easements in, to, over, across and along the Apartment Parcel are hereby declared in favor of the X Property:

(a) A non-exclusive easement in and to all structural members, footings, caissons, foundations, columns, beams and other supporting components located within or constituting a part of the Apartment Parcel for the support of (i) the X Property, the improvements located therein and thereon ("X Improvements"), and the replacements thereof, and (ii) any Facilities located in the Apartment Parcel to which the X Owners are granted easements under this instrument;

(b) A non-exclusive easement for the Use of all Facilities located in, on, within, along and about the Apartment Parcel and connected to Facilities located in, on or about portions of the X Property which are necessary to provide the X Property with utility or other services or are otherwise necessary to the efficient operation of the X Property and which are used by the X Owners to perform obligations herein provided for;

(c) An exclusive easement for the maintenance of encroachments in the event and to the extent that, by reason of the original construction or design of the Building, the reconstruction thereof or the subsequent settlement or shifting of the Building, any part of the X Property or the X Improvements encroach upon any part of the Apartment Parcel, but such easements shall exist only so long as the encroaching portion of the X Improvements shall remain standing;

(d) A non-exclusive easement for the Use of Facilities located in or within the Apartment Parcel primarily benefiting the X Property or necessary for the X Owners to perform obligations herein provided for;

(e) A non-exclusive easement for pedestrian access, ingress or egress to and from the management office over and through (i) the outside walks, if any, located on the Apartment Parcel, (ii) the stairs and doors leading to and from the lobby, vestibule and reception area of the Apartments and (iii) the lobby, reception area, vestibule and corridors leading from the lobby and reception areas to the management office and party/meeting room located within the Apartment Parcel;

(f) A non-exclusive easement for use of the management office, for normal management office use consistent with buildings similar to the Building;

(g) A non-exclusive easement for use of the party/meeting room located in the Apartment Parcel for the purpose of (i) holding meetings at reasonable times for the Owners of the Townhome Parcel and Garage Parcel, (ii) holding meetings at reasonable times for the members of the Master Association and (iii) holding meetings for the boards of directors for the Master Association and any associations or corporations created or incorporated for the operation and management of the Townhome Parcel and Garage Parcel;

(h) A non-exclusive easement for access during an Emergency Situation;

(i) A non-exclusive easement for ingress and egress by persons, materials and equipment over, on, across and through the Apartment Parcel to the extent reasonably necessary to (1) permit the maintenance, repair, replacement and restoration of the X Property and (2) for the use and enjoyment by the X Owners of the easements created in this Article VII;

(j) A non-exclusive easement for pedestrian access, ingress and egress in and to the elevators, elevator shafts, elevator equipment and rails and stairways, stairs, stairwells located on and within the Apartment Parcel to the extent such access is necessary to the use of the Easements granted in this Article VII;

(k) A non-exclusive easement for pedestrian access for the purpose of reading, inspecting and calibrating any meters or monitoring devices used to measure the delivery or transmission of services described in Article XI; and

(l) A non-exclusive easement for the use of any storage rooms used for the storage of janitorial, window washing, repair and landscaping supplies, tools and equipment for the purpose of storing janitorial, window washing, repair and landscaping supplies, tools and equipment used by the X Owners and their employees together with the right to use the corridors, outside walks and stairs, doors, lobby, reception area and vestibule, for the purpose of pedestrian access to and from such storage rooms.

ARTICLE VIII

GARAGE PARCEL EASEMENTS

8.1. The following perpetual easements in, to, over, across and along the Garage Parcel are hereby declared in favor of the Y Property:

(a) A non-exclusive easement in and to all structural members, footings, caissons, foundations, beams and other supporting components located within or constituting a part of the Garage Parcel for the support of (i) the Y Property, the improvements located therein and thereon (the "Y Improvements"), and the replacements thereof and (ii) any Facilities located within or on the Garage Parcel to which the Y Owners or any of them have been granted easements under this instrument;

(b) A non-exclusive easement for the Use of Facilities located in, on, within, along and about the Garage Parcel and connected to Facilities located in, on or about portions of the Y Property which are necessary to provide the Y Property (or any part thereof) with utility or other services or are otherwise necessary to the efficient operation of the Y Property (or any portion thereof) and which are used by the Y Owners to perform obligations herein provided for;

(c) An exclusive easement for the maintenance of encroachments in the event of and to the extent that, by reason of the original construction or design of the Building, any reconstruction thereof, or the subsequent settling

or shifting of any part of the Building, any part of the Y Improvements encroach upon any part of the Garage Parcel, but such easement shall exist only so long as the encroaching portion of the Y Improvements shall remain standing;

(d) A non-exclusive easement for the Use of Facilities located on, in or within the Garage Parcel primarily benefiting the Y Property or necessary for the Y Owners to perform obligations herein provided for;

(e) A non-exclusive easement for pedestrian access, ingress and egress during Emergency Situations;

(f) A non-exclusive easement for ingress, access and egress by persons, materials and equipment over, on, across and through the Garage Parcel to the extent reasonably necessary to (i) permit the maintenance, repair, replacement and restoration of the Y Property and Y Improvements and (ii) the use and enjoyment by the Y Owners of the easements created in this Article VIII;

(g) A non-exclusive easement for pedestrian access to and from the garbage disposal room located in the Garage;

(h) A non-exclusive easement for the use of any loading dock facility located on the Garage Parcel or any door or passage leading to such loading dock facility and for pedestrian access between any part of the Y Property and such loading dock;

(i) A non-exclusive easement for pedestrian access to any meters or metering devices used in the measuring, monitoring or metering of services provided pursuant to Article XI for the purpose of reading, inspecting, testing or calibrating such meters, measuring or monitoring devices; and

(j) A non-exclusive easement for the use of any storage room used for the storage of janitorial, repair, cleaning, window washing and landscaping equipment, materials and tools and for pedestrian access thereto, for the purpose of using such room for the storage of janitorial, repair, cleaning, window washing and landscaping equipment and for pedestrian access between such storage rooms and the Y Property.

8.2. The following perpetual easement in, to, over, across and along the Garage Parcel is hereby created for the benefit of the Master Parcel:

A non-exclusive easement for use of the trash disposal room located on the Garage Parcel.

8.3. The following perpetual easement in, to, over, across and along the Garage Parcel is hereby created for the benefit of the Townhome Parcel:

A non-exclusive easement for the use of the trash disposal chute, to the extent such chute is located within the Garage Parcel and trash disposal room located on the Garage Parcel.

8.4. The following perpetual easement in, to, over, across and along the Garage Parcel is hereby created for the benefit of the Apartment Parcel:

A non-exclusive easement for pedestrian access to and from the garbage disposal room located in the Apartment Parcel and the Master Parcel.

ARTICLE IX

TOWNHOME PARCEL EASEMENTS

9.1. The following perpetual easements on, over, into, across and along the Townhome Parcel are hereby declared for the benefit of the Z Property:

(a) A non-exclusive easement in and to all structural members, footings, caissons, foundations, columns, beams and other supporting components located within or constituting a part of the Townhome Parcel for the support of (i) the Z Property, the improvements located therein and thereon ("Z Improvements"), and the replacements thereof, and (ii) any Facilities located in the Townhome Parcel to which the Z Owners are granted easements under this instrument;

(b) A non-exclusive easement for the Use of all Facilities located in, on, within, along and about the Townhome Parcel and connected to Facilities located in, on or about portions of the Z Property which are necessary to provide the Z Property with utility or other services or are otherwise necessary to the efficient operation of the Z Property and which are used by the Z Owners to perform obligations herein provided for;

(c) An exclusive easement for the maintenance of encroachments in the event and to the extent that, by reason of the original construction or design of the Building the reconstruction thereof or the subsequent settlement or shifting of the Building, any part of the Z Property or the Z Improvements encroach upon any part of the Townhome Parcel, but such easements shall exist only so long as the encroaching portion of the Z Improvements shall remain standing;

(d) A non-exclusive easement for the Use of Facilities located in or within the Townhome Parcel primarily benefiting the Z Property or necessary for the owners of the Z Property to perform obligations herein provided for;

(e) A non-exclusive easement for access during an Emergency Situation; and

(f) A non-exclusive easement for ingress and egress by persons, materials and equipment over, on, across and through the Townhome Parcel to the extent reasonably necessary (i) to permit the maintenance, repair, replacement, restoration of the Z Property and (ii) for the use and enjoyment by the Z Owners for the easements created in this Article IX.

ARTICLE X

EASEMENT—GENERAL

10.1. Each easement granted in Articles IV, V, VI, VII, VIII and IX which provides, or requires, for its enjoyment, ingress and egress, shall be subject (except for Emergency Situations and except for Easements created pursuant to paragraphs 6.1(b), 6.1(h), 6.2(a), 6.3(a), 6.4(b), 6.4(c), 7.1(c), 7.1(i), 8.1(c), 8.1(f), 9.1(a) and 9.1(f)) to such reasonable limitations as the Owner of the burdened estate ("Servient Estate") may, from time to time, impose with respect to (a) the establishment of limited hours of the day or days of the week within which the use and enjoyment of such easement may be limited and (b) the establishment of limited paths of ingress and egress, over or during which such easements may be used in order to preclude an unreasonable interference with the use and operation of the Servient Estate, but no such limitation shall preclude the use of such easements during normal business hours on normal business working days. Easements declared for the use of the management office and party/meeting room in the Apartments may be used other than during business hours upon reasonable notice, but Apartment Owner may impose reasonable procedures to insure reasonably adequate security for the Apartment Parcel, the occupants thereof and property located therein.

10.2. Easements declared in this Declaration shall be binding upon the property burdened by such Easement and the Owner thereof and shall be in favor of and inure to the benefit of the properties for the benefit of which such easements have been declared and the owners, mortgagees, tenants, subtenants, beneficiaries, guests, agents, employees, contractors, subcontractors, invitees and licensees thereof.

ARTICLE XI

SERVICES

11.1. For the purposes of this Article XI the terms "maintain, repair and replace" shall be deemed to include construction, maintenance, repair, inspection, testing, washing, replacement, operation, cleaning, painting, servicing, adjusting, calibrating, recalibrating, repairing, refurbishing, and other similar activities and temporary removal and storage when necessary for the performance of activities in the nature of the foregoing and "costs" or "costs and expenses" shall be deemed to include, but shall not be limited to, "labor costs", "material costs" and allocable insurance premium costs and appraisal, engineering, architectural and legal fees or charges. "Labor costs" shall be deemed to include base wages, overtime, special activity and payroll taxes, unemployment compensation, workers' compensation contributions, union dues, pension, welfare, insurance and other fringe benefits and available costs (including bonding costs) and any labor, service call materials and parts charges, expenses, costs and fees, incurred in the use of an independent contractor or servicing agent with respect to the maintenance, repair and replacement of a particular Facility and expensed in accordance with generally accepted accounting principles, consistently applied. "Material Costs" shall be deemed to include, but shall not be limited to (a) all costs incurred in connection with the maintenance, operation, repair and replacement of Facilities, expensed in accordance with generally accepted accounting principles, consistently applied, including, the costs of all materials, equipment, chemicals, parts, components, tools, testing equipment, (b) all interest costs incurred with respect to financing of repair, maintenance and replacement, (c) all costs incurred with respect to billing of particular services to the Owners (including, without limitation postage, delivery, messenger, duplicating, printing and word processing expenses, and (d) all long distance telephone and telegraph tolls incurred with respect to the provision of a service and car rental, postage, duplicating, delivery service, messenger, printing and word processing fees paid with respect to or otherwise allocable to the provision of services.

11.2. Master Owner shall furnish the following services when, as and if required:

(a) Maintenance, repair and replacement of all structural components of the Master Parcel; including, but not limited to the Deck located on the Total Parcel, the ceiling of the Garage Parcel, the driveways, walkways, ramp pavements, planter boxes and walls (other than walls forming a part of the Patio Easements or Laundry Facility Easement), as may be necessary or advisable for the structural soundness and integrity of the Building and the safety, cleanliness and appearance thereof;

(b) Removal of snow and ice from the Master Parcel and landscaping of the Master Parcel;

(c) Security to the Building designed to protect persons and property, provided that Master Owner reserves the right to determine that it shall not furnish such security.

11.3. *City Water Supply System.*

(a) Each Owner, at such Owner's sole cost and expense, shall maintain, repair and replace when necessary all Facilities used or useful in connection with the pumping, flow, disbursement, distribution and dissemination of hot and cold water ("Water Facilities") which are located on such Owner's Parcel, subject to the provisions of the following subparagraph.

(b) Any Water Facilities located in the Apartment Parcel and used in connection with the pumping, distribution, dissemination and flow of hot and cold water to the X Property shall be maintained by the Apartment Parcel, at the expense of all Owners as follows:

- (i) Garage Owner shall pay five percent (5%) of the cost of such maintenance, repair and replacement;
- (ii) Townhome Owner shall pay eleven percent (11%) of the cost of such maintenance, repair and replacement;
- (iii) Master Owner shall pay five percent (5%) of the cost of such maintenance, repair and replacement; and
- (iv) Apartment Owner shall pay seventy-nine percent (79%) of the cost of such maintenance.

(c) The amount of water utilized in connection with the operation of the Total Parcel shall be measured and determined by a meter located in the Apartment Parcel. The Apartment Owner shall pay the City of Chicago for all water supplied to the Total Parcel and shall be reimbursed by all other Owners as follows:

- (i) Garage Owner shall pay Apartment Owner five percent (5%) of the water bill;
- (ii) Townhome Owner shall pay Apartment Owner eleven percent (11%) of the water bill; and
- (iii) Master Owner shall pay Apartment Owner five percent (5%) of the water bill.

11.4. *Heating and Air Conditioning System.* The Garage Parcel and Master Parcel are unheated. Gas is the source of energy for heat for the Townhome Parcel and electricity is the source of energy for heat for the Apartment Parcel.

(a) Townhome Owner shall maintain, repair and replace Facilities located in the Apartment Parcel, Master Parcel and Garage Parcel exclusively used in the supply of heat to the Townhome Parcel.

(b) Apartment Owner shall maintain, repair and replace Facilities located in the Apartment Parcel, Master Parcel and Garage Parcel exclusively used in the supply of heat to the Apartment Parcel.

(c) Facilities used to supply heat to both the Apartment Parcel and Townhome Parcel and located in the Garage Parcel or Master Parcel shall be maintained, repaired and replaced by Apartment Owner and all costs expended by Apartment Owner in such repair, maintenance and replacement shall be divided between Townhome Owner and Apartment Owner as follows:

- (i) Townhome Owner shall pay eleven percent (11%) of such costs and expenses; and
- (ii) Apartment Owner shall pay eighty-nine percent (89%) of such costs and expenses.

11.5. *Gas Supply System.* Townhome Owner shall maintain, repair and replace, when, as and if necessary, Facilities located within any part of the Townhome Parcel, Garage Parcel or Master Parcel exclusively used in connection with the supply of gas to the Townhome Parcel. Apartment Owner shall maintain, repair and replace, when, as and if necessary, Facilities exclusively used in connection with the supply of gas to the Apartment Parcel. The amount of gas used in connection with the Townhome Parcel and Apartment Parcel are separately metered by meters located on the Total Parcel. In the event Facilities are used to supply gas to more than one parcel, the Owner of the parcel in which the Facility is located shall repair, maintain and when necessary, replace the Facility and such Owner shall be entitled to reimbursement from the Owners benefited by the Facilities, which benefited Owners shall equally divide the cost expended by the Owner performing such service.

11.6. *Electrical Supply System.*

(a) Each Owner shall maintain, repair and replace all Facilities exclusively used in connection with the supply of electricity to his parcel. If a Facility benefits more than one parcel, the Owner of the parcel in which such Facility is located shall repair, maintain and replace such Facility at the expense of the Owners benefited by the Facility (which expense shall be equally divided by such Owners).

(b) The amount of electricity utilized by each Parcel shall be monitored and determined by separate meters located on the Total Parcel. Each Owner shall bear its cost of electricity as determined by the respective meter for such Owner's Parcel.

11.7. *Sanitary Waste System.*

(a) Any Facility exclusively used for the disposal of waste and oil from the Garage Parcel shall be maintained, repaired and replaced, as, if and when necessary by the Garage Owner.

(b) Any Facility exclusively used by the Master Parcel for the disposal of waste and water from the Master Parcel shall be maintained, repaired and replaced, as, if and when necessary by the Master Owner.

(c) Any Facility exclusively used by the Apartment Parcel and located anywhere in the Total Parcel and any Facility used for the removal and disposal of sewerage and wastes located in the Apartment Parcel shall be repaired, maintained and replaced, when necessary, by Apartment Owner.

(d) Any Facility exclusively used by the Townhome Parcel for the disposal of sewerage and wastes located anywhere on the Total Parcel shall be maintained, repaired and replaced when necessary by the Townhome Owner.

(e) Any Facility used for waste disposal located on the Total Parcel used or benefiting more than one parcel shall be repaired, maintained and replaced when necessary by Apartment Owner. The cost of such repair, maintenance and replacement shall be equally divided by Apartment Owner and Townhome Owner.

11.8. *Garbage and Trash Disposal.*

(a) Townhome Owner shall repair, maintain and replace, when necessary, the trash chute located in the Master Parcel and Garage Parcel and the garbage disposal and garbage storage room located in the Garage Parcel. Townhome Owner shall separately contract with a scavenger service for the removal of such garbage. In the event that Townhome Owner and Apartment Owner desire to contract with the same scavenger service without the use of a separate contract, Apartment Owner shall pay such scavenger service's bills and Townhome Owner shall pay for eleven percent (11%) of the cost thereof.

(b) Apartment Owner shall repair, maintain and replace, when necessary, the trash chute and trash disposal room located in the Apartment Parcel. Apartment Owner shall separately contract with a scavenger service for the removal of garbage. In the event that Apartment Owner and Townhome Owner desire to contract with the same scavenger service without the use of a separate contract, Apartment Owner shall pay such scavenger services and Townhome Owner shall pay for eleven percent (11%) of the cost thereof.

(c) Master Owner shall have the right to use any of the garbage and trash disposal facilities located in the Total Parcel (other than the Garbage Easement) without charge. Garage Owner shall have the right to use any of the garbage and trash disposal facilities located in the Total Parcel (other than the Garbage Easement) without charge.

11.9. *Fire Protection System.* Each Owner at such Owner's sole cost and expense shall operate, maintain, repair and replace all fire protection Facilities located on such Owner's parcel.

11.10. *Management Office, etc.* Apartment Owner shall, at Apartment Owner's sole cost and expense, operate, maintain, repair and replace the management office, storage rooms, janitorial closets and party/meeting room located on the Apartment Parcel.

ARTICLE XII

STRUCTURAL SUPPORT

12.1. If, for any reason, the structural support of the Building is reduced below the support required for the structural safety or integrity of the Building, the Owner responsible for such reduction shall promptly provide adequate substitute structural support at its sole expense. The Architect (hereinafter defined) shall determine, at the request of any Owner, the extent of the reduction and the adequacy of the substitute support which shall be constructed in accordance with plans and specifications prepared by the Architect. The fees of the Architect shall be borne by the Owner responsible for such reduction.

12.2. In the event that the Architect determines that substitute or additional structural support is required in a portion of the Building in which the structural support has been reduced and the responsible Owner fails to commence the construction of such substitute support within a reasonable time, as determined by the Architect, or having commenced such construction fails to proceed diligently to cause the completion of such construction (the "Defaulting Owner"), the Owner of that portion or portions of the Building for which the structural support has been reduced (the "Creditor Owner") shall have the right to complete the construction of the substitute or additional support at the expense of the Defaulting Owner and to enter upon the portion of the Building owned by the Defaulting Owner for such purpose, and all costs and expenses incurred by the Creditor Owner in effecting such repair or substitution shall be due from Defaulting Owner on demand and shall, subject to the provisions of Paragraph 18.3, be secured by a lien against the portion of the Total Parcel owned by the Defaulting Owner as provided in Article XVIII hereof.

12.3. If the Owner responsible for reduction cannot be immediately identified, then the Owner of the portion of the Building in which the reduction occurs shall provide substitute or additional structural support, as required; provided, the Owner ultimately determined by the Architect to be responsible for reduction of support shall be liable for and pay all costs incurred in providing the substitute or additional support.

12.4. No Owner shall make any alterations or changes to the Building which would adversely affect the structural integrity of the Building.

ARTICLE XIII

GENERAL PROVISIONS RELATING TO SERVICES

13.1. (a) Each Owner shall make a good-faith effort to operate its Facilities and furnish all services, (A) at the lowest possible cost reasonably available without degrading the quality of any services furnished and (B) in a manner so as to provide each Owner with comfortable occupancy and enjoyment of each Parcel for its intended use as a parking facility in the case of the Garage Parcel, a residential townhome facility in the case of the Townhome Parcel, a residential apartment facility in the case of the Apartment Parcel and a passive recreational, access and structural support facility in the case of the Master Parcel.

13.2. If the Owner of any portion of the Total Parcel shall fail to perform any service described in Article XI of this Declaration in accordance with the terms and conditions therein stated ("Nonperforming Owner"), and such failure shall continue for a period of five (5) days after written notice thereof to the Nonperforming Owner from the Owner of the Property for and to which the service is to be provided (the "Benefited Owner"), the Benefited Owner shall have the right to take possession and control of and to operate, maintain, repair and replace the Facilities (wherever located) required for the furnishing of such service until such time as the Nonperforming Owner cures its failure to perform. Such notice shall not be required in an Emergency Situation.

13.3. If, at any time, any Owner ("Defaulting Owner") shall fail to pay to the other Owner ("Creditor Owner") any sum of money payable to the Creditor Owner pursuant to the provisions of Paragraph 13.6 hereof, within ten (10) days after demand from the Creditor Owner for payment of said sum of money, then the Creditor Owner may discontinue the furnishing of the services for which payment has not been received until said sum of money is paid, provided, however, that if the Defaulting Owner in good faith disputes the Defaulting Owner's obligation to pay said sum of money and diligently contests any action or proceeding brought to collect said sum of money or to enforce any lien therefor, the Defaulting Owner shall not be deprived of any such services unless and until it shall finally be determined by a final decision in court proceedings, arbitration or otherwise with all appeal rights having either been utilized or expired, that the Defaulting Owner is obligated to pay said sum of money and thereafter said sum of money remains unpaid.

13.4. If any Owner (the "Protesting Owner") in good faith believes that any item of cost of maintenance, repair or replacement under Article XI hereof is not reasonably allocated between the Owners, then the Protesting Owner may give to the other Owners concerned with such allocation written notice of objection to 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 the provisions hereof and the Protesting Owner's suggested revision of such allocation which would fairly allocate such cost, and shall set forth such finding and decision in writing, in which event this Article shall be deemed revised in accordance with such determination of the Architect. The Architect shall decide whether, and, if so, to what extent, the new cost-sharing allocation shall be retroactive.

If, pursuant to the immediately preceding paragraph, the allocation of any cost shall be revised, then the Owners shall each execute, acknowledge and deliver to each an instrument in recordable form modifying this Declaration to conform to such revision. The failure of any Owner to execute such a modification shall not affect the force or effect of any such revision made in accordance with this paragraph and in such event the other Owner or Owners shall be authorized to execute the modification on behalf of the Owner who has failed to execute such modification and to record said modification in the office of the Recorder of Deeds of Cook County, Illinois.

13.5. Each Owner responsible for the maintenance, replacement and repair of a Facility providing the services described in Article XI shall maintain a reasonable reserve for replacement of such Facilities, contingencies relating thereto and bad debts with respect to the payment for such services. The obligation to maintain such reserve with respect to one of the Condominium Parcels shall commence sixty (60) days after the conveyance of eighty percent (80%) of the Units in such Condominium Parcel to initial bona fide purchasers and in the case of the Master Parcel, sixty days after the first annual meeting of the members of the Master Association. Upon the commencement of the obligation to maintain such reserves, each Owner shall include, with each billing statement delivered to Owners required to pay for such service, an amount reasonably allocable to such reserve in proportion to the billed Owners responsibility for payment for such services.

13.6. Each month the Owner responsible for the provision of a particular service shall submit a statement to the other Owners responsible for payment for such services, which bill shall relate to services provided in the preceding month (or if more than one preceding month, then all such preceding months) which bill shall be submitted on or before the 10th day of the month. Accompanying such bill shall be (a) the calculation of the billed Owner's share and (b) copies of bills, invoices, bills of lading, receipts and other documents in support of such bill.

13.7. Any Owner billed for a particular service shall have the right at all reasonable times to examine the books and records of the billing Owner with respect to any bill and to (a) be present at any reading of any meter used in connection with billing and (b) cause, at its sole cost, the testing of such meter. No Owner shall deliberately tamper with, adjust or change a meter or monitoring device so as to cause such meter to incorrectly monitor the service or item being metered or monitored.

ARTICLE XIV

Compliance With Laws; Removal of Liens

14.1. *The Owners:*

(A) shall comply with all laws, rules, orders, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of Illinois, City of Chicago and any other municipality or agency now or hereafter having jurisdiction of the respective properties and applicable to it or its portion of the Total Parcel, if non-compliance would subject the other Owners to civil or criminal liability, or would jeopardize the full force or effect of any certificate of occupancy issued to such other Owners or for the Building itself, or would result in the imposition of a lien against the property of any of the other Owners; and

(B) shall comply with all rules, regulations and requirements of any insurance rating bureau having jurisdiction over the Total Parcel or any portion thereof, if such non-compliance would increase the rate of premiums of any policy of insurance maintained by the other Owners or invalidate any policy of insurance maintained by the Owners

14.2. Each Owner shall remove, within thirty (30) days after the filing thereof, any mechanics', materialmen's or any other like lien on its portion of the Total Parcel or any other Owner's portion of the Total Parcel arising by reason of any work or materials ordered or any act taken, suffered or omitted by such Owner if the effect of such lien might adversely affect the other Owners' property. In the event such Owner (the "Defaulting Owner") fails to remove any such lien within such thirty (30) day period, any other Owner (the "Creditor Owner") may 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 and shall, subject to the provisions of Article XVIII, have a lien against the portion of the Total Parcel owned by the Defaulting Owner to secure the repayment of any such costs or expenses as provided in this Article XIV hereof. However, the Defaulting Owner shall not be required to remove such lien within thirty (30) days after the filing thereof, so long as within said thirty (30) day period the Defaulting Owner shall (a) in good faith diligently proceed to contest the same by appropriate proceedings and give written notice to the Creditor Owner of its intention to contest the validity or amount of such lien and (b) deliver to the Creditor Owners either: (1) cash or a surety bond of a responsible surety company reasonably acceptable to the Creditor Owner in an amount equal to one hundred fifty percent (150%) of the lien claim and all interest and penalties thereon, or (2) other security reasonably acceptable to the Creditor Owner. The Defaulting Owner shall keep the other Owners advised, from time to time, of the progress of any proceeding to contest the filing of such lien

ARTICLE XV

REAL ESTATE TAXES

15.1. The Owners shall make good faith efforts and cooperate so that each parcel shall, when and as soon as possible, be assigned separate real estate tax index numbers and receive separate real estate tax bills from the Assessor ("Assessor") of Cook County, Illinois. From and after submission of the Condominium Parcels to the Assessor, separate real estate tax bills and real estate tax index numbers will be applied for with respect to each Unit of the Condominium Parcel. The Master Owner shall pay the real estate taxes levied upon Master Parcel and the Owners of the Condominium Parcels shall pay the real estate taxes levied upon their respective Condominium Parcels.

15.2. Until each parcel is separately assessed and taxed, each Owner shall pay its respective portion of such real estate taxes and special assessments. The assessed valuation respecting the "land" and "improvements" and the taxes computed thereon shall be allocated between the Owners and paid by the respective Owners as set forth in this Paragraph 15.2. For purposes of this Paragraph 15.2 the following definitions shall apply: "Garage Share" shall mean and refer

0.10; "Master Share" shall mean and refer to 0; "Townhome Share" shall mean and refer to 0.14; and "Apartment Share" shall mean and refer to 0.76.

(A) *Allocation of Assessed Valuation of Land and Improvements.* The assessed valuation of the land and Improvements shall be allocated as computed pursuant to the following formulas;

(1) Allocation of assessed valuation of land and improvements to Garage Parcel = Garage Share *times* Assessed valuation for land and improvements

(2) Allocation of assessed valuation of land and improvements to Townhome Parcel = Apartment Share *times* Assessed valuation for land and improvements

(3) Allocation of assessed valuation of land and improvements to Apartment Parcel = Apartment Share *times* Assessed valuation for land and improvements

(4) Allocation of assessed valuation of land and improvements to Master Parcel = Master Share *times* Assessed valuation for land and improvements

(B) *Allocation and Payment of Taxes.* Until such time as the real estate tax bills for each Parcel are separately issued, the Master Owner shall pay the combined tax bill or bills ("Total Real Estate Taxes") for the Total Parcel on or prior to their due date. The Owners of the Condominium Parcels shall be responsible for and shall pay or reimburse the Master Owner (within ten (10) days after the demand of the Owner of the Master Parcel therefor) for their share ("Tax Share") of the total real estate taxes levied with respect to the combined tax bill or bills for the Total Parcel, which Tax Shares shall be calculated as follows:

(1) Tax Share for the Garage Parcel = Garage Share *times* Total Real Estate Taxes

(2) Tax Share for the Apartment Parcel = Apartment Share *times* Total Real Estate Taxes

(3) Tax Share for the Townhome Parcel = Townhome Share *times* Total Real Estate Taxes

15.3. If any Owner (the "Defaulting 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, then any other Owner (the "Creditor Owner") 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 thereon, and shall, subject to the provisions of Paragraph 18.3, also have a lien against the portion of the Total Parcel owned by the Defaulting Owner as herein provided.

15.4. An Owner of any portion of the Total Parcel may, if such Owner desires, endeavor at any time or times, to obtain a lowering of the assessed valuation upon such Owner's parcel 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 parcels are separately assessed and taxed, the Protesting Owner shall be required to serve written notice to the other Owners at least ten (10) days prior to the filing of the objection. The non-Protesting Owner or Owners may elect 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 Owners fail to join the Protesting Owner in obtaining the reduction, the Protesting Owner shall be authorized to collect any tax refund payable as a result of any proceeding Protesting Owner may institute for that purpose and any such tax refund shall be the property of Protesting Owner. Notwithstanding the above, if any other Owner joins the Protesting Owner in seeking a lowering of the assessed valuation and shares in the legal fees incurred in proportion to its share of the real estate taxes, the Owners shall apportion the tax refund in accordance with their respective Tax Shares. From and after the submission of a parcel to the Act, the Protesting Owner for such parcel shall be the condominium association created with respect to such parcel, acting pursuant to the provisions of the Act.

15.5. Any separate real estate tax bill or bills issued with respect to the Master Parcel shall be paid by the Master Owner on or prior to the due date thereof and the Owners of the Condominium Parcels shall reimburse or pay all of such tax bill for the Master Parcel ("Master Tax Bill") as follows;

(a) Garage Owner shall pay for ten percent (10%) of such Master Tax Bill

(b) Apartment Owner shall pay for seventy-six percent (76%) of such Master Tax Bill

(c) Townhome Owner shall pay for fourteen percent (14%) of such Master Tax Bill

ARTICLE XVI

INSURANCE

16.1. The Owners of the Total Parcel shall procure and maintain the following insurance:

(A) Each Owner shall keep its property insured for no less than one hundred percent (100%) of the full insurable replacement cost value thereof with "all risk" or "special form" coverage on real property and broad form named perils on personal property. Such properties shall be appraised with such frequency as shall be reasonable and prudent, by an independent appraiser, and such policies shall be endorsed with an agreed amount clause in accordance with such appraisals. So long as the Condominium Parcels remain subject to the provisions of the Act, insurance on additions, alterations, improvements and betterments to individual Units shall be the responsibility of those persons designated in the respective condominium declarations as being responsible for such insurance. Each Owner shall, with respect to its parcel, obtain demolition insurance with a limit of not less than \$1,000,000 together with so-called "Increased Cost of Construction" and "Operation-Building Walls" endorsements.

(B) Each Owner shall maintain Comprehensive General Liability Insurance with Broad Form Extensions covering claims for personal injury or property damage occurring in or upon their respective properties, or as a result of operations thereon, with such reasonable and prudent limits as the Owner shall determine, but in no event with a limit of less than \$1,000,000 combined single limit for bodily injury or property damage.

(C) Each Owner shall insure its boiler and machinery risks, if any, on a comprehensive, blanket basis covering all equipment, machinery and apparatus consisting of, but not limited to, boilers, heating apparatus, fired and unfired pressure vessels, air conditioning equipment, and their appurtenant equipment on a repair or replacement basis for not less than \$500,000 limit each accident.

(D) Each Owner shall insure their respective plate or type of glass risk.

(E) Each Owner shall obtain such workmens' compensation insurance as shall be necessary to comply with all applicable laws.

(F) Each Owner shall obtain, if the area in which the Total Parcel has been located is an area for which insurance under the National Flood Insurance Program (the "Program") is available, flood insurance in an appropriate amount which is not less than the lesser of (1) the maximum coverage available under the Program or (2) the replacement value of the improvements located in each respective Parcel.

(G) Master Owner and each condominium association to be created after submission of the respective parcel to the Act shall obtain, if available, in the name of such Master Owner or condominium association, as the case may be, a fidelity bond indemnifying the association or Owner concerned, the Unit Owners and the board of directors of such association, for loss of funds resulting from fraudulent or dishonest acts of any employee of the Owner, the managing agent or of any other person handling the funds of the Owner, in such amount as the Owner shall deem reasonable and prudent. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" (or similar expressions). Such bond shall provide that it shall not be canceled upon nonpayment of premium or otherwise except upon not less than 30 days notice to the Owner, the Depository or Protected Mortgagee of any parties of the Total Parcel.

(H) The Master Association shall obtain directors' and officers' liability insurance with such companies and limits as Master Association shall deem reasonable and prudent.

(I) Master Owner and Master Association shall obtain and keep in force such other appropriate types of insurance concerning the Master Parcel with such companies and amounts as such Master Owner and Master Association shall deem reasonable and prudent.

(J) The foregoing description of insurance, as set forth in this paragraph shall not be deemed or construed to limit or prohibit the obtaining or maintenance of other forms or types of insurance, provided the obtaining or maintenance of such insurance shall not cause the invalidation of any of the policies described above.

16.2. The insurance policies required in Paragraph 16.1 hereof shall, whenever possible, be issued by the same insurance companies. Such policies shall, whenever possible, be issued in combination covering one or several interests and covering jointly the interests of the Owners, in which case the Master Owner shall apportion the premium among the Owners of the Parcels on an equitable basis. Such policies may, if not issued in combination, be issued separately with respect to each Owner's interest in the Total Parcel, but such policies must be issued by the same insurance company. In the event the Owners cannot agree upon the insurance companies or agencies to provide the insurance required hereunder, the question of selection of an insurance company or agency shall be submitted to Master Owner whose decision shall be binding upon all Owners. Insurance policies required by Paragraph 16.1 hereof shall be purchased from responsible insurance companies authorized and licensed to transact business in the State of Illinois.

16.3. Each policy described in Paragraph 16.1 hereof; (i) shall provide that the acts of any insured party shall 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 name as insured parties each of the Owners and, at the request of each respective Owner

or Protected Mortgagee, any mortgagees of all or any portion of the Total Parcel as their interests may appear, and each policy described in Paragraph 16.1(B) shall also name as an insured party the managing agents for the property; (iii) with respect to each policy described in Paragraph 16.1(A), shall contain waivers of subrogation against Developer, Declarant, any Owner, Master Association, any condominium association created with respect to the Condominium Parcels, and each of their directors, officers, agents and employees; (iv) shall provide that all losses payable thereunder shall be paid to the Depository provided for in Article XXIII hereof; (v) shall provide for a minimum of thirty (30) days written notice of cancellation to all insureds (including mortgagees) thereunder, unless such cancellation is for non-payment of premium, in which case ten (10) days advance written notice shall be sufficient; and (vi) with respect to the insurance policy described in Paragraph 16.1(B), shall also include coverage, in an amount deemed reasonably appropriate by the Owner, for legal liability arising by reason of lawsuits related to contracts entered into by the Owner obtaining such insurance.

16.4. Limits of liability or types of insurance specified in this Article XVI shall be reviewed as often as reasonably prudent to determine if such limits 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 and types of insurance comply with the requirements of any applicable rules, regulations or laws. Such limits shall be increased, or types of insurance shall be modified, if justified, based upon said review.

16.5. Copies of all renewal insurance policies or other bona fide evidence of insurance required hereunder shall be delivered by each Owner to the other Owners and to any mortgagee named as an additional insured in any expiring policies at least thirty (30) days prior to the expiration date of any such expiring insurance policy.

16.6. Should an Owner (the "Defaulting Owner") fail to provide and maintain the policies of insurance in this Article XVI, as above provided, then the other Owners (the "Creditor Owner") may purchase such policy(ies) and the costs thereof shall be due from the Defaulting Owner upon written demand and the payment of any such costs shall, subject to the provisions of Article XVIII, be secured by a lien against the portion of the Total Parcel owned by the Defaulting Owner and against any insurance proceeds payable under such policies without any further act or deed by the Creditor Owner.

16.7. Each Owner shall and does hereby waive and release any and all claims which he may have against any other Owner, Developer, Declarant, Master Association, any of the condominium associations to be created, any agent, officer, director or employee of Developer, Declarant, Master Association or any of the condominium associations to be created, any managing agent for the Total Parcel or any portion thereof, for damage to such Owner's property or to a Facility for which such Owner has been granted an easement, caused by fire and other casualties included within the term "extended coverage" to the extent that such damage is covered by fire or other form of insurance, and to the extent this release is permitted by applicable policies. For the purposes of the waiver set forth in this paragraph, the amount of any deductible shall be deemed to be covered by insurance proceeds.

ARTICLE XVII

MAINTENANCE AND REPAIR; DAMAGE TO THE BUILDING

17.1. Each Owner shall, at its sole cost and expense, keep its parcel (other than the Easement Facilities granted to other Owners, which are to be repaired, maintained and replaced by such other Owners), in good and safe order and condition, and make all repairs therein and thereon, interior and exterior, structural and non-structural, and ordinary and extraordinary, necessary to keep the same in good and safe first class order and condition and in compliance with applicable laws, howsoever the necessity or desirability thereof may occur, and whether or not necessitated by wear, tear, obsolescence, or defects, latent or otherwise, and each Owner shall not suffer or commit, and shall use all reasonable precautions to prevent, waste to such property.

17.2. If any portion of the Building is damaged by fire or other casualty, then any such damage shall be repaired and restored by the Owner of the portion of the Total Parcel in which any such damage occurs and such Owner shall, in accordance with the provisions of Articles XXIII and XXIV hereof, be entitled to withdraw any insurance proceeds held by the Depository by reason of such damage, for application to the cost and expense of the repair and restoration of any such damage. If at any time any Owner (the "Defaulting Owner") shall not proceed diligently with any of the work of repair and restoration affecting an Easement in favor of any other Owner for which it is responsible in full or in part, as herein provided, then such other Owner (the "Creditor Owner"); (i) may give written notice to the Defaulting Owner specifying the respect or respects in which such repair and restoration is not proceeding diligently and, if, upon expiration of ten (10) days after the giving of such notice, any such work of repair and restoration 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, may immediately perform such repair and restoration and may take all appropriate

steps to carry out the same. The Creditor Owner in so performing such repair and restoration shall, in accordance with Articles XXIII and XXIV hereof, be entitled to withdraw any insurance proceeds and any other moneys held by the Depository by reason of any such damage, for application to the cost and expense of any such repair and restoration and shall also be entitled to reimbursement from Defaulting Owner for all costs and expenses incurred by Creditor Owner in excess of said insurance proceeds.

17.3. If the Building is damaged by fire or other casualty and if the provisions of Paragraph 17.2 are not applicable because such casualty damages improvements which are located in more than one of the parcels, then the repair and restoration of such damage shall be the collective responsibility of the Owners of the parcels in which such damage has occurred, shall be commenced and pursued to completion in as timely a manner as practicable and shall be performed by a contractor or contractors on behalf of the Owners affected. The plans and specifications for such repair and restoration shall be prepared by the Architect, unless the Owners of the parcels in which such damage has occurred ("Affected Owners") otherwise agree. Such plans and specifications shall provide for the Building to be rebuilt as nearly as practicable to the condition of the Building as constructed prior to damage, unless prohibited by law or unless all the Owners otherwise agree. After preparing any such plans and specifications, the Architect shall furnish to each of the Owners a set of such plans and specifications. Unless the Affected Owners otherwise agree, any contractor or contractors shall work under the supervision of the Architect.

17.4. If the cost and expense of performing any repair and restoration provided for in Paragraphs 17.2 and 17.3 hereof shall exceed the amount of available insurance proceeds, if any, paid by reason of the damage being repaired and restored, then such excess cost and expense (or the entire amount of such cost and expense, if there are no insurance proceeds) shall be borne by the Owners of the damaged parcels in proportion to the cost and expense of repairing and restoring to their former condition their respective portions of the Building. For the purpose of determining such proportions, the cost and expense of repairing and restoring any Easement Facilities, the cost of replacement of which such Facilities is to be borne in whole or in part by the Owners of any other portion of the Total Parcel, shall be allocated to the respective Owners in the same proportion as which the Owners are obligated to bear the cost of replacement of such Facilities.

17.5. In any instance of repair or restoration pursuant to Paragraphs 17.2 and 17.3 hereof or in any instance of repair or restoration by a Creditor Owner pursuant to Paragraph 17.2 hereof, any Affected Owner may request 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 (if a fixed cost construction contract shall not have been executed providing for the performance of such repair and restoration), and if said estimate or fixed cost exceeds the amount of insurance proceeds, if any, paid or payable by reason of the damage, then any Affected Owner may at any time give notice to the other Affected Owners demanding that each Affected Owner deposit with the Depository the amount of such excess cost and expense attributable to each Owner pursuant to this Article XVII. In lieu of depositing said lump sum excess amount, any Affected Owner may deliver to the Depository security for payment of such excess amount reasonably acceptable to the other Affected Owners, including without limitation, an irrevocable and unconditional letter of credit in favor of the Depository from a bank or other institution satisfactory to the other Owners or an irrevocable commitment for a loan from a lender financing the Owners who have not deposited the lump sum excess amount provided for above to disburse funds to the Depository as the repair and restoration progresses in proportion to its share of the costs and expenses of the repair and restoration. If any Affected Owner (the "Defaulting Owner") shall fail to pay, or, as the case may be, deposit, the Defaulting Owner's share of the cost and expense (or estimated cost and expense) of performing any repair or restoration in accordance with this Paragraph 17.5 or fails to deliver the security provided for above within ten (10) days after the demand of the other Owner ("Creditor Owner"), then the Creditor Owner may pay or deposit the same and the Defaulting Owner shall, upon written demand, reimburse the Creditor Owner for such payment or deposit. The Creditor Owner shall, subject to the provisions of Article XVIII, have a lien for any unpaid amount against the Defaulting Owner's portion of the Total Parcel.

17.6. Upon completion of the repair and restoration of any damage to the Building, any insurance proceeds paid by reason of such damage in excess of the cost and expense of performing such repair and restoration shall be refunded to the Owners in the same proportion in which the Owners shared the cost of the most recently purchased insurance policy or policies which paid such excess proceeds.

ARTICLE XVIII

LIENS, DEBTS, INTEREST AND REMEDIES

18.1. If, at any time, any Owner (the "Defaulting Owner") shall fail within ten (10) days after demand therefor to pay to any other Owner (the "Creditor Owner") any sum of money due the Creditor Owner under or pursuant to the

provisions of this Declaration (including, without limitation, assessments due the Master Owner), then, in addition to any rights of subrogation the Creditor Owner may have by operation of law or otherwise or any other rights at law or in equity, the Creditor Owner shall have a lien against the portion of the Total Property owned by Defaulting Owner and a lien against any insurance proceeds payable to Defaulting Owner to secure the repayment of such sum of money.

18.2. The liens imposed in Article VI and Article XVIII shall be subject and subordinate to the lien of a bona fide mortgage or trust deed which is a first and prior lien against the Total Parcel or against the parcel owned by the Defaulting Owner, at the time of the recording of the notice of lien as hereinafter provided. Such liens shall continue in full force and effect until such sum of money shall have been paid in full. Such liens shall arise immediately upon the recording of a notice by the Creditor Owner in the Office of the Recorder of Deeds of Cook County, Illinois and may be enforced by a proceeding in equity to foreclose or by any other remedy available at law or in equity.

18.3. Notwithstanding provisions contained in this instrument authorizing, granting or permitting the right to file or record a lien or claim for lien against any portion of the Total Parcel, no Owner shall have the authority, right or power to file such lien or claim for lien against the property of any other Owner until after the last ("Lien Commencement Date") to occur of (a) December 31, 1993 or (b) in the event the Condominium Parcels are submitted to the Act, the initial conveyance by Developer of eighty percent (80%) of the Units (by number) in each of the Garage Parcel, Townhome Parcel and Apartment Parcel. The foregoing provision shall not be deemed to limit or prohibit the right of any condominium association to have a lien against Units within the applicable Condominium Parcel for unpaid assessments due such condominium association. Notwithstanding the provisions of the first sentence of this Paragraph 18.3, prior to the Lien Commencement Date described in the first sentence of this paragraph, Declarant may amend this instrument, pursuant to the procedure set forth in the following sentence, to provide for the Lien Commencement Date to occur prior to the last to occur of the events described in such first sentence of Paragraph 18.3, if such amendment is necessary to insure compliance with the requirements of any lender, insurer or guarantor of first mortgage loans or is otherwise deemed desirable by Declarant. Such amendment shall be deemed a Special Amendment (as such term is used and defined in Paragraph 32.7 hereof) and may be filed or recorded, at any time, by Declarant and shall take effect immediately upon filing.

18.4. So long as the Condominium Parcels remain subject to the provisions of the Act: (1) no Unit Owner shall be liable for all or any part of any claims against the Owner of any of the Condominium Parcels in excess of the amount of the claim multiplied by the percentage of ownership interest in the Common Elements (as defined and set forth in the Condominium Declaration) allocated to such Unit Owner's Unit; and (2) enforcement of any such liability shall be subject to the terms and provisions of the Act. Upon payment of such amount for which a Unit Owner may be liable, (a) any lien arising against such Unit Owner's interest in any of the Condominium Parcels on account of such claim shall be deemed released against such Unit Owner's interest in the Condominium Parcels without further act or deed by any such Unit Owner, and (b) upon the written request of such Unit Owner, the Creditor Owner who has recorded notice of said lien shall deliver to said Unit Owner a written release of said lien.

18.5. When a Unit Ownership is owned by more than one "person" (as defined in the Act) the liability of each such person for any claim against the Unit Ownership shall be joint and several.

18.6. No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to this Article and disclosed in an Estoppel Certificate requested and delivered pursuant to Article XXV and any lien which would have arisen against any property pursuant to this Article had there been no conveyance or divestiture of title, shall not be defeated or otherwise diminished or affected by reason of such conveyance or divestiture of title.

18.7. A mortgagee of all or any portion of the Total Parcel shall have the right to an assignment of any lien affecting the property secured by its mortgage upon payment of the amount secured by such lien and shall in the event of said payoff or satisfaction, be subrogated to such other lien and any additional security held by the holder thereof. Such mortgagee may at any time give to the holder of the lien a written notice of its election to pay such amount and upon the payment thereof the holder of the lien shall deliver to the mortgagee an instrument in recordable form assigning the lien together with the debt secured thereby.

18.8. The rights and remedies of the Creditor Owner provided for in this Article XVIII or elsewhere in this Declaration with respect to any Owner to whom a sum of money or performance of any obligation under this Declaration is owed, are cumulative and not intended to be exclusive of any other remedies to which Creditor Owner may be entitled at law or in equity. 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 such right or remedy.

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

ARTICLE XIX

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 non-performance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, riots, strikes, boycotts, lockouts, inability to obtain labor or materials, war, acts of God, energy shortages, or similar causes beyond the reasonable control of such Owner ("Unavoidable Delay") and the time limit for such performance shall be extended for a period equal to the period of such Unavoidable Delay; provided, however, that the Owner unable to perform (the "Non-Performing Owner") shall notify the other Owner in writing, within ten (10) days after such other Owner has notified the Non-Performing Owner pursuant to this Declaration of its failure to perform, of the existence and nature of any Unavoidable Delay.

ARTICLE XX

CONDEMNATION

20.1. 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 Parcel by any competent authority for any public or quasi-public use, the award resulting from any such taking shall be allocated and disbursed and any repair and restoration of the Building shall be performed in accordance with this Article XX.

20.2. Any award for damage, direct, indirect or consequential, resulting from the taking of all or any part of the Total Parcel, other than a temporary taking, shall be paid to the Depositary. In the event of a taking of the temporary use of any space, the respective Owners shall be entitled to receive directly from the taking authority any awards for such taking of space within their respective portion of the Total Parcel according to the law then applicable.

20.3. In the event of a taking (other than a temporary taking) of a part of any of the Condominium Parcels then, the Owner of the portion of the Total Parcel in which the taking occurred shall repair and restore the remainder of its portion of the Building. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable and shall be at the sole cost and expense of the Owner of the portion of the Total Parcel in which the taking occurred. Such Owner shall be entitled to withdraw any award paid to the Depositary by reason of such taking for application to the cost of said repair and restoration in accordance with the provisions of Article XXIV hereof.

20.4. In the event of a taking other than a temporary taking or taking described in Paragraph 20.3 hereof, then, subject to the provisions of Paragraph 20.9 hereof, the Owners shall cooperate to repair and restore the remainder of the Building in accordance with plans and specifications approved by the Owners as hereinafter described. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable and shall be performed by a contractor or contractors on behalf of the Owners. The cost and expense of repair and restoration shall be borne by the Owners in accordance with Paragraph 20.5 hereof. The plans and specifications for such repair and restoration shall be prepared by the Architect, unless the Owners shall otherwise agree, and such plans and specifications shall provide for such changes in the Building as shall be required by reason of such taking for easements of access, ingress and egress, and use of Facilities and for furnishing of Building services comparable to easements herein created and furnishing of services under Article XI hereof. After preparing such plans and specifications, the Architect will furnish to each Owner a set of such plans and specifications for their approval. Unless the affected Owners otherwise agree, the contractor or contractors shall work under the supervision of the Architect.

20.5. The cost and expense of performing the repair and restoration provided in Paragraph 20.4 shall be borne by the respective Owners in the proportion which the cost and expense of repairing and restoring the portion of the Total Parcel owned by each Owner, respectively, shall bear to the entire cost and expense of such repair and restoration; provided that the cost and expense of repairing and restoring any Facilities located within one portion of the Total Parcel or the cost of replacement of which Facilities, pursuant to Section XI hereof, is to be borne in whole or in part by the other Owners, shall be allocated to the Owners in the same proportion in which the Owners are so obligated to bear the cost of replacement. An estimate of and allocation of costs and expenses hereunder shall be made by a reputable independent cost estimating firm selected by the Master Owner.

20.6. If the amount of the award resulting from the taking of part of all of the portion of the Total Parcel owned by various Owners shall be determined separately by a court of law or equity or taking authority, then such determination shall be conclusive. If such a determination has not been made, the total award shall be allocated to each Owner in the same proportion as the cost and expense of repair and restoration is allocated pursuant to Paragraph 20.5 hereof.

20.7. If the independent construction cost estimating firm's estimate of an Owner's portion of the cost and expense of performing repair and restoration pursuant to Paragraph 20.4 hereof (or, if a fixed cost construction contract shall have been executed providing for the performance for such repair and restoration, then the amount of such contract attributable to an Owner's portion of the Total Parcel) exceeds the amount of the award allocated to such Owner pursuant to Paragraph 20.6 hereof, then such Owner shall, within ten (10) days after receipt of written demand from the other Owner, deposit with Depositary a sum of money equal to the amount of such excess. If that portion of the cost and expense actually incurred in performing such repair and restoration which is allocated to either Owner exceeds the amount of the award allocated to such Owner pursuant to Paragraph 20.6 hereof, then such Owner shall, within ten (10) days after receipt of written demand from the other Owner pay said excess cost or expense or deposit with the Depositary a sum of money equal to the amount of such excess. If any Owner (the "Defaulting Owner") shall fail to pay or deposit the Defaulting Owner's share of the cost and expense (or estimated cost and expense) of performing any repair or restoration, as required hereunder, then the other Owner (the "Creditor Owner") may pay or deposit the same and the Defaulting Owner shall, upon written demand, reimburse the Creditor Owner for such payment or deposit.

20.8. Upon completion and payment of the entire cost of repair and restoration pursuant to Paragraphs 20.3 or 20.4, any remaining award resulting from the taking then held by the Depositary shall be paid out to the Owners in accordance with the allocations set forth in Paragraphs 20.3 and 20.6 hereof.

20.9. In the event of a taking described in Paragraphs 20.3 or 20.4 hereof and if by reason of such a taking, it is not feasible to repair and restore any parcel so that such parcel can be operated on an economically feasible basis, then such repair and restoration of the Building required by Paragraphs 20.3 and 20.4 hereof, shall not be performed and the condemnation award or awards paid for such taking shall be distributed in accordance with the provisions of Paragraphs 20.3 and 20.6 hereof. However, in such event, the improvements within such portion of the Total Parcel shall be demolished, or repaired and restored, as the Owner of the other portions of the Total Parcel shall direct, to such extent, if any, as may be necessary to comply with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction, or to provide essential services or structural support to the other portion of the Total Parcel. Such demolition, repair or restoration shall be deemed to be a repair or restoration to which the provisions of Paragraph 20.4 hereof are applicable.

20.10. In the event of a taking of all of the Total Parcel, the condemnation award or awards paid for such taking shall be distributed in accordance with the provisions of Paragraph 20.6 hereof.

ARTICLE XXI

LIMITATION OF LIABILITY

21.1. Each Owner of a portion of the Total Parcel shall use reasonable diligence in performing the services required of such Owner as set forth in this Declaration, 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. 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.

21.2. In the event of any conveyance or divestiture of title to any portion of or interest in the parcels: (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 interests thereafter accruing hereunder, until such grantee or successor is itself freed and relieved therefrom as hereinabove provided in this Paragraph 21.2, and then any such grantee's or successor's grantee or successor shall thereafter be so bound.

21.3. The enforcement of any rights or obligations contained in this Declaration against an Owner of any portion of the Total Parcel shall be limited to the interest of such Owner in the Total Parcel. No judgment against any Owner of any portion of the Total Parcel shall be subject to execution on, or be a lien on, any assets of such Owner other than such Owner's interest in the Total Parcel.

ARTICLE XXII

ARCHITECT

22.1. The Architect appointed to serve under and pursuant to the terms and provisions of this Agreement shall be a firm consisting of architects and engineers experienced in the design and operation of structures similar to the Building. The Master Owner shall appoint the Architect and until such appointment is made, Developer shall appoint the Architect.

The Master Owner may at any time dismiss any Architect and appoint another architectural firm experienced in the design of structures similar to the Building by giving written notice of such removal and appointment to the other Owners.

22.2. The Architect shall receive a reasonable fee for any service rendered hereunder, together with reasonable and necessary expenses incurred in connection therewith, and the Owners of the respective Parcels and the Owners shall each pay their equitable share of said fees. In any instance when the Architect shall, in accordance with any of the provisions of this Declaration, render services in connection with the preparations of plans and specifications or the supervision of repair, restoration or demolition, the fees and expenses of the Architect shall be considered as costs and expenses of 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 pursuant to which the Architect is performing such services. If any Owner shall fail to pay its allocable share of any fees or expenses of the Architect, then the other Owners may pay the same and the Owner failing to pay shall, upon written demand, reimburse the other Owner for such payment.

ARTICLE XXIII

DEPOSITARY

23.1. The Depositary required hereunder shall be the holder of the first mortgage on the Master Parcel, or, if no such first mortgagee then exists or if such first mortgagee is not permitted by law to act as Depositary or is unwilling to so act, then the Depositary shall be selected by the Master Owner with the consent of the holder of the first mortgage on the Master Parcel, if any, and shall be one of the ten (10) largest banks or trust companies (measured in terms of capital funds) with its principal office in the City of Chicago, Illinois. The Depositary shall be entitled to receive from the Owners said Owners' equitable share of the Depositary's reasonable fees and expenses for acting as Depositary, and may retain said fees and expenses from moneys held by it.

23.2. The Depositary shall not be liable or accountable for any action taken in good faith by the Depositary, except that arising from its own negligence, or for any disbursement of moneys made in good faith by the Depositary. The Depositary's reliance upon advice of independent competent counsel shall be conclusive evidence of good faith, but shall not be the only manner in which good faith may be shown. The Depositary 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 Depositary shall have been given an express written authorization from the Owners, provided that if less than all of the Owners claim said insurance proceeds or condemnation award, then said Owners may authorize the Depositary to so proceed to do so. In addition, the Depositary may rely conclusively on any Architect's certificate furnished to the Depositary and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certification or authorization.

23.3. In consideration of the services rendered by the Depositary, the Owners jointly and severally agree to indemnify and hold harmless the Depositary from any and all damage, liability or expense of any kind whatsoever, including, without limitation, reasonable legal expenses, incurred in the course of the Depositary's duties hereunder or in the defense of any claim or claims made against the Depositary by reason of its appointment hereunder except where due to the negligence of the Depositary or actions taken without good faith by the Depositary.

23.4. The Depositary may resign by serving written notice on the Owners. Within thirty (30) days after receipt of such notice, the Master Owner shall appoint a substitute who qualifies under Paragraph 23.1 hereof, and the Depositary shall transfer all funds, together with copies of all records, held by it as Depositary to such substitute, at which time its duties as Depositary shall cease. If the Master Owner shall fail to appoint a substitute within said thirty (30) days, the Depositary may deposit such funds with either a court of competent jurisdiction or with a bank or trust company in the City of Chicago, Illinois which qualifies under Article XXIII hereof.

ARTICLE XXIV

DISBURSEMENT OF FUNDS BY DEPOSITARY

24.1 (A). Each request by an Owner acting pursuant to the provisions of this Declaration for disbursement of insurance proceeds, condemnation awards or other funds for application to the cost of repair, restoration or demolition shall be accompanied by a certificate of the Architect, dated not more than ten (10) days prior to the request for disbursement, setting forth the following:

(1) That the sum requested has either been paid by or on behalf of the Owner (in which event the certificate shall name such Owner) or Owners (in which event the certificate shall specify the amount paid by each respective Owner), or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have rendered or furnished 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 of said persons in respect thereof and shall state the progress of the work up to the date of said certificate and any other information required by the Mechanic's Lien Act of the State of Illinois 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 accomplished as of the date of such certificate; and

(3) That no part of the cost of the services and materials described in the certificate has been previously or is the basis of any previous or pending request for funds.

(B) Upon compliance with the provisions of Paragraph 24.1 and upon receipt of contractors' and subcontractors' sworn statements required under the Mechanic's Lien Act of the State of Illinois, accompanied by partial or final waivers of lien, as appropriate, from the persons named in the sworn statement, the Depository shall, out of the moneys so held by the Depository, pay or cause to be paid to the Owners, contractors, subcontractors, materialmen, engineers, architects and other persons named in the Architect's certificate and contractors' and subcontractors' sworn statements the respective amounts stated in said certificate and statements due them.

24.2. No contractor, subcontractor, materialman, engineer, architect or any other person whatsoever, other than the Owners and any mortgagee to whom an Owner's rights shall have been assigned as permitted hereunder, shall have any interest in or right to or lien upon any funds held by the Depository. The Owners and any such mortgagees, by agreement among themselves, may at any time provide for a different disposition of funds than that provided for in this Declaration, without the necessity of obtaining the consent of any contractor, subcontractor, materialman, engineer, architect or any other person whatsoever. If any time the Owners and such mortgagees, if any, shall instruct the Depository with regard to the disbursement of any funds held by the Depository, then the Depository shall disburse such funds in accordance with said instructions and the Depository shall have no liability to anyone by reason of having so disbursed said funds in accordance with said instructions.

ARTICLE XXV

ESTOPPEL CERTIFICATES

25.1. The Owners of each Parcel shall, from time to time, within ten (10) days after receipt of written request from any other Owner, execute, acknowledge and deliver to the other Owner or to any existing or prospective purchaser, mortgagee or lessee designated by such other Owner, a certificate stating:

(1) that the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying the modification agreements;

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

(3) whether there are any sums (other than those arising out of the normal course of operation of the Building) which the Owner executing such certificate is entitled to receive or demand from the other Owner, and if there is any such sum, specifying the nature and amount thereof;

(4) whether the Owner executing such certificate has performed or is performing work other than services pursuant to Article XI hereof, the cost of which such Owner is or will be entitled to charge in whole or in part to the other Owner under the provisions hereof, but has not yet charged to such other Owner, and if there be any such work, specifying the nature and extent thereof;

(5) the nature and extent of any set-offs, claims or defenses then being asserted or otherwise known by the Owner against the enforcement of the other Owner's obligations hereunder;

(6) the total amount of all liens being asserted by the Owner executing such certificate under the provisions of this Declaration;

(7) whether the Owner executing such certificate has given any notice making a demand or claim hereunder upon the other Owner which has not been discharged, released or otherwise resolved, and if so, a copy of any such notice or notices shall be delivered with the certificate; and

(8) such other matters as may be reasonably requested.

25.2. The Owner executing such certificate may charge a reasonable fee for preparing and delivering such certificate.

25.3. So long as the Condominium Parcels remain subject to the provisions of the Act, the Certificate to be issued under this Article by the Owner of a Condominium Parcel may be issued on behalf of the Unit Owners (or any of them) by the Board of Directors of such condominium association or an authorized officer of the condominium association created with respect to such condominium.

ARTICLE XXVI

EFFECT OF SUBMISSION OF THE CONDOMINIUM PARCELS TO THE CONDOMINIUM PROPERTY ACT

Upon submission of each of the Condominium Parcels to the provisions of the Act, all rights and obligations, burdens and benefits under this Declaration shall be appurtenant to each such Condominium Parcel and shall be exercised or performed by the Unit Owners or the Board of Directors of the Associations in accordance with the Condominium Declaration and this Declaration; provided that so long as such Condominium Parcel is submitted to the Act, any action to enforce any provisions of this Declaration on behalf of the Unit Owners or any notice permitted or required to be given by the Unit Owners shall be taken or given solely by the respective condominium associations on behalf of all Unit Owners, and further provided that any obligation hereunder shall be deemed to be the obligation jointly and severally of both the Association and the Unit Owners, subject to the provisions of Paragraph 18.4 hereof. Each Unit Owner shall use reasonable efforts to cause the respective condominium association in which he is a member to comply with the provisions of this instrument. Any notices permitted or required to be given to Unit Owners may be given to the condominium association in which such Unit Owner is a member.

ARTICLE XXVII

ALTERATIONS; ZONING

27.1. (A) Any Owner may at any time, at such Owner's sole cost and expense, make alterations (including reconstruction and additions) to the part of the Building within such Owner's portion of the Total Parcel, including the relocation of any Easement benefiting the other Owners, provided that such alterations comply with all of the provisions of this Article XXVII, and further provided that no alterations shall be made without the other Owners' written consent, which (1) diminish the benefits afforded to such other Owner by any easement, (2) unreasonably interrupt such other Owners' use or enjoyment of any easement, (3) increase the costs and expenses for which such other Owner would be responsible pursuant to Article XI hereof, or (4) alter the facade of the Building. Further, no Owner shall, without the written consent of the Owner benefited by a particular Facility, make any alterations which will affect the Easement Facilities or which will necessitate the erection of additional columns, bearing walls, or other structures upon or within any parcel for the support of any other parcel.

(B) If at any time any Owner proposes to make any alterations requiring the consent of the other Owners, then, before commencing such alterations, the Owner which proposes to make the alterations shall give to the other Owners a copy of the plans and specifications showing the proposed alterations. If such other Owners consent in writing to such alterations or fail to respond within thirty (30) days of receipt of said plans and specifications as provided in this Paragraph 27.1(B), the Owner proposing to make the alterations may proceed to make its alterations in accordance with the plans and specifications. If in the opinion of an Owner any other Owner has violated the provisions of this Article, such Owner believing a violation exists shall provide the other Owner with written notification that the alterations or proposed alterations violate or will violate the provisions of this Article and specifying the respect or respects in which the provisions will be violated. If such Owner gives a written notice of a violation of this Article, and if the Owners do not resolve their differences within thirty (30) days after the giving of such notice, then the Owner who is making or proposes to make such alterations shall not commence or proceed with the alterations until the dispute has been resolved by the Architect pursuant to this Article XXVII hereof.

(C) If any dispute arises between any Owners with respect to whether any alterations or proposed alterations violate the provisions of this Article, then such dispute shall be submitted to the Architect, and the Architect shall decide whether the alterations or proposed alterations violate the provisions of such paragraph. No Owner shall commence or proceed with any alterations following the determination by the Architect that such alterations violate or would violate the provisions of this Article XXVII.

(D) Any Owner, in making alterations, shall (i) perform all work in a first-class manner using new materials of good quality and in accordance with good construction practices, (ii) comply with all applicable federal, state and local statutes,

ordinances, rules and regulations (including the obtaining of all approvals, permits, certificates and consents) and (iii) comply with the provisions of this Declaration. Each Owner shall, to the extent reasonably practicable, make alterations within its portion of the Total Parcel.

27.2. (A) No Owner shall make any alterations, allow any use of or undertake any other action relating to their respective portions of the Total Property which would violate the provisions of the Chicago Zoning Ordinance applicable to the Total Parcel as said ordinance may be amended from time to time.

(B) The Total Parcel is now and shall continue to be one zoning lot under single control as defined in and as required by the Chicago Zoning Ordinance. This Declaration controls use and development of the Total Parcel regardless of the number of Owners.

(C) Notwithstanding the provisions of subparagraph (A) and (B) of this Paragraph 27.2 and the permitted uses on the Total Property pursuant to the Chicago Zoning Ordinance, no Owner shall allow any commercial use of any Unit in its respective portion of the Total Property.

(D) Applications for building permits to make alterations which comply with the provisions of Paragraphs 27.1 and 27.2 (A) of this Declaration may be filed and processed solely by the Owner of the portion of the Total Property directly affected by said alteration, unless the City of Chicago or other governmental agency having jurisdiction requires joinder of all or some of the other Owners. If joinder by other Owners not making alterations is required, said other Owners shall cooperate in executing such application or other instruments as may be necessary to obtain the building permit so long as said Owners do not incur liability by reason thereof. If any Owner fails to execute said application or instruments when required hereunder to do so, any other Owner shall be authorized to execute said application or instruments as attorney-in-fact on behalf of the Owner which fails to execute such application.

ARTICLE XXVIII

NOTICES

All notices, demands, elections or other instruments required, permitted or desired to be served hereunder shall be in writing and shall be deemed delivered in person or mailed as certified or registered mail, postage prepaid, return receipt requested addressed as below stated:

For Notices to Declarant
Master Owner until
conveyance to Master
Association:
with a copy to:

LaSalle National Bank, and
Trustee of Trust No. 104467
135 South LaSalle Street
Chicago, Illinois 60690

Dearborn Park Corporation
(Limited Dividend)
407 South Dearborn Street
Suite 1000 Chicago,
Illinois 60605

For Notices to Master Owner
after Conveyance to Master
Association and for notices
to Master Association:

President
801 South Plymouth Court
Association
801 South Plymouth Court
Chicago, Illinois 60605

For Notices to any other Owner (until election
of the Initial Board of Directors for the Con-
dominium Association for each respective
Parcel):

Dearborn Park Corporation
(Limited Dividend)
407 South Dearborn Street
Suite 1000
Chicago, Illinois 60605

For Notices After Election of Initial Board:
If to Garage Owner:

President
801 South Plymouth Court
Garage Condominium
Association
c/o Management Office
801 South Plymouth Court
Chicago, Illinois 60605

If to Apartment Owner:	President 801 South Plymouth Court Apartment Condominium Association c/o Management Office 801 South Plymouth Court Chicago, Illinois 60605
If to Townhome Owner:	President 801 South Plymouth Court Townhome Condominium Association c/o Management Office 801 South Plymouth Court Chicago, Illinois 60605
For Notices to 899 Commercial Unit Owner:	LaSalle National Bank, Trustee of Trust No. 102600 135 South LaSalle Street Chicago, Illinois 60690
with a copy to:	Dearborn Park Corporation (Limited Dividend) 407 South Dearborn Street Suite 1000 Chicago, Illinois 60605
For Notices to Developer:	Dearborn Park Corporation (Limited Dividend) 407 South Dearborn Street Suite 1000 Chicago, Illinois 60605
with a copy to:	Sidley & Austin One First National Plaza Chicago, Illinois 60603 Attention: James L. Marovitz

From and after the submission of a parcel to the Act, but only so long as a Condominium Parcel remains subject to the Act, the other Owners shall not be obligated to give personal notice to any Unit Owner or mortgagees of any Unit Owner's interest, notice to the Association hereby being deemed sufficient. Any notice, demand, election or other instrument delivered in person as aforesaid shall be deemed received when delivered and any notice, demand, election or other instrument mailed as aforesaid shall be deemed received three (3) business days after deposit in the United States mail. Addresses for service of notice may be changed by written notice served at least ten (10) days prior to the effective date of any such change.

ARTICLE XXIX

GENERAL

29.1. In fulfilling obligations and exercising rights under this Declaration, every Owner shall use its best efforts to keep interference with that portion of the Total Parcel owned by the other Owners and the operations of the other Owners to a minimum and, to that end, except in an Emergency Situation, will give to the other Owner reasonable advance written notice, but not less than ten (10) days, of work which may so interfere and will arrange with the other Owners for reasonable and definite times and conditions under which any such work shall be done.

29.2. The invalidity of any covenant, restriction, condition, limitation or any other part or provisions of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

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

29.4. The covenants and restrictions contained in this Declaration shall run with and bind the land and shall inure to the benefit of and 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 shall be automatically extended for successive periods of ten (10) years, subject to amendment as provided in Paragraph 29.9 hereof.

29.5. 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 in question shall continue and inure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Ronald Reagan, President of the United States of America, living at the date of this Declaration.

29.6. All the easements, rights, covenants, agreements, reservations, 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 Parcel and their grantees, mortgagees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Total Parcel or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in any such documents.

29.7. Each grantee of any portion of or interest in the Total Parcel and each mortgagee which succeeds to the fee simple ownership of any portion of the Total Property shall be deemed, by the acceptance of a deed or mortgage or trust deed, to agree to perform each and every undertaking created hereunder attributable to that portion of the Total Property in which such grantee or mortgagee has acquired an interest.

29.8. The provisions of this Declaration shall be liberally construed to the end that the Total Parcel and Building shall remain first-class residential property.

29.9. This Declaration may not be altered, modified or amended except as hereinafter set forth. No provision of this Declaration may be modified, amended or altered in any way without the express written approval of all Owners and mortgagees [except for Special Amendments (as described in Paragraph 32.7)] and none of the Easements granted in or by reason of Article III may be altered without the consent of the grantee of such Easement. The provisions of Article XXXII, Article XXXIV, Paragraph 18.3 and Paragraph 6.5(g) may not be altered without the written consent of Developer. The provisions of the By-laws set forth in Article XXXI, may be amended, altered or modified pursuant to Paragraph 31.11. Until the release or expiration of the Sales Activity Easement described in Article XXXII, the provisions of Article XXX and XXI and this Paragraph 29.9 may not be amended without the consent of Developer. So long as Condominium Parcels remain subject to the Act, the respective condominium associations shall be permitted, on behalf of the Unit Owners, to amend, modify or alter the provisions of this Declaration or consent or agree to any actions which require consent or agreement on behalf of the respective Unit Owners. Said condominium associations may join in an amendment, modification or alteration of the provisions hereof after obtaining the approval of 2/3 of the ownership interest of such condominium at a special meeting called to consider such amendment, notice of such meeting which shall have been sent not less than ten nor more than thirty days prior to such special meeting to each Unit Owner and Protected Mortgagee (which notice shall be in writing and shall state the purpose of the meetings) unless the Act shall specify another procedure and notice period for the calling of a special meeting in which event such procedure and notice period specified in the Act shall govern. Upon obtaining such approval, the Board of Directors of such association shall adopt a resolution directing execution, attestation and delivery of such amendment by the President and Secretary of such Association. All amendments shall be in writing and shall be recorded. The Secretary of any condominium association executing any amendment of the provisions hereof shall attach to such amendment certified copies of the resolution(s) adopted by the Board of Directors and minutes of the special meeting of the Unit Owners and a certificate stating:

(a) That the ownership and each Protected Mortgagee was duly notified by Association as herein or in the Act required;

(b) That a special meeting was held and the requisite percentage of interest in the common elements of the condominium voted in favor of the amendment;

(c) The names of all persons voting in favor of the amendment, the unit designation of such owners and the percentage or ownership applicable thereto;

(d) That the Board of Directors of the Association shall have approved the execution, attestation and delivery of the amendment; and

(e) That the persons executing the amendment and attesting to such execution are the incumbent officers of the Board and that such signatures are genuine.

Until the election of the initial Board of Directors of a condominium association, the Developer shall, unless otherwise provided to the contrary by the Act, have the power, authority, right and privilege to execute such amendment, on behalf of the Unit Owners, their respective condominium associations and mortgagees thereof.

ARTICLE XXX

USE OF MASTER PARCEL

30.1. Each Owner and occupant, and their tenants, guests and invitees, shall have the right to use and enjoy the Master Parcel in common with all other Owners and Occupants, subject to the terms and provisions hereof. The use of the Master Parcel shall be subject to and governed by the provisions of this Declaration, the Master Association's Articles of Incorporation, the By-laws and the rules and regulations promulgated from time to time by the Master Association and its Board of Directors ("Master Board"). Upon conveyance to Master Association, Master Association, its successors and assigns, shall have all the rights, privileges, powers, authority, burdens, liabilities, obligations and responsibilities of the Master Owner.

30.2. If, due to the act or neglect of an Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Master Parcel, or any improvements thereon, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not actually reimbursed by insurance.

30.3. The easements and rights of use and enjoyment over the Master Parcel created herein shall be subject to the right of the Master Association to prescribe reasonable rules and regulations governing the use, operation and maintenance of the Master Parcel.

30.4. (a) The administration of the Master Parcel after conveyance of the Master Parcel as is set forth herein shall be vested in the Master Association, except that until such conveyance, Developer and Declarant shall be vested with all the rights, authority, privileges and powers of Master Association (including but not limited to the power to levy assessments as hereinafter provided).

(b) The duties and powers of the Master Association and its Master Board shall be those set forth in its Articles of Incorporation, the By-laws set forth in Article XXXI, and this Declaration; provided, however, that the terms and provisions (other than Article XXXI) of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and the By-laws, on the other hand.

(c) All funds collected by the Master Association shall be held and expended for the purposes designated herein and in the Articles of Incorporation and the By-laws set forth in Article XXXI hereof. All such funds (except for such special assessments as may be levied against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of each of the Owners in the ratio that each of such Owners is required to contribute to payment of assessments fixed or levied by the Master Association.

30.5. The members of the Master Board and the officers of the Master Association shall not be liable to the Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers.

30.6. The Master Board shall have the power:

(i) to engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Master Board deems fit, provided that the Master Board shall reserve the right to discharge such manager or managing agent for cause on ninety (90) days' written notice and the terms of any such engagement shall not exceed three years;

(ii) to engage the services of any persons (including but not limited to accountants and attorneys) deemed necessary by the Master Board, at such compensation deemed reasonable by the Master Board, in the operation, repair, maintenance and management of the Master Parcel, and to remove, at any time, any such personnel;

(iii) to establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by, the Master Board;

(iv) to beautify, maintain, repair and replace such portion of the Master Parcel and all improvements thereon as may be deemed necessary and proper by the Master Board;

(v) to execute all Declarations of ownership for tax assessment purposes with regard to the Master Parcel.

(vi) to borrow funds to pay costs of operation or to meet its obligations, secured by mortgages, assignment or pledge or rights against delinquent Owners, if the Master Board sees fit;

(vii) to enter into easements, leases, licenses, agreements, consents and contracts and, generally, to have all the powers necessary or incidental to the operation and management of the Master Association and the Master Parcel;

(viii) to protect or defend the Master Parcel from loss or damage or suit or otherwise and to provide adequate reserves for replacements; and

(ix) to adopt reasonable rules and regulations for the operation and use of the Master Parcel and to amend them from time to time. Without limiting the generality of the foregoing, the Master Board may:

(1) Regulate the conduct of members and guests on any portion of the Master Parcel.

(2) Prohibit or regulate the storage and maintenance of trailers, water-borne vehicles, motor scooters and cycles on the Master Parcel.

(3) Restrict pet walking to certain areas.

(4) Adopt a budget for the Master Association and maintain adequate reserves for bad debts, taxes, payment of insurance premiums, replacements and contingencies.

(5) Adopt rules regulating the parking of automobiles, bicycles and other vehicles on the Deck.

(x) to engage such persons and acquire such property as shall be necessary to perform the obligations herein provided; and

(xi) to perform such actions and to have such powers as is permitted a corporation organized as a not-for-profit corporation under the laws of the State of Illinois.

30.7. The Master Board shall provide and pay for, in addition to the manager, managing agent or other personnel and/or services and materials above provided for, the following:

(i) the performance of all obligations of the Master Owner as set forth in this Declaration;

(ii) such furnishings and equipment for the Master Parcel as the Board shall determine are necessary and proper;

(iii) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Master Board deems necessary or proper for the maintenance and operation of the Master Parcel or for the enforcement of any restrictions or provisions contained herein;

(iv) payment of all general real estate taxes and special assessments levied or assessed on or by reason of ownership of the Master Parcel (and the Master Owner may establish a reserve for payment of such taxes) and all insurance premiums required to maintain in force the insurance required hereunder (and the Master Owner may establish a reserve for payment of such premiums);

(v) all permit, license and other fees or taxes imposed by any competent government authority, levied or assessed on, or as a result of, ownership of the facilities located on the Master Parcel; and

(vi) such other expenditures as the Master Board shall deem advisable, necessary or appropriate to effectuate the purposes of the Master Association.

30.8. (a) Each Owner of a Parcel and each Unit Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Master Association and until the conveyance to Master Association, the Master Owner, such assessments and charges for services as are levied or billed pursuant to the provisions of this Declaration. Such assessments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on each Parcel and shall be a continuing lien upon such Parcel against which each such assessment is made. Each such assessment, together with such interest and costs, shall be the personal obligation of the Owner of such Parcel from and after such assessment falls due. The personal obligation shall not pass to an Owner's successor in title unless expressly assumed.

(b) The assessments levied by the Master Association or Master Owner shall be exclusively for the purposes of (i) complying with the provisions of this instrument, (ii) promoting the recreation, health, safety, and welfare of Owners of each Condominium Parcel and in particular for the improvement, maintenance, conservation, beautification and administration of the Master Parcel, including but not limited to, the payment of all costs and expenses and the provision of all services, materials and property and taxes which the Master Board, Master Association or Master Owner has the obligation or power to pay or provide.

(c) Assessments shall be billed and paid as follows:

(i) Until that date which occurs sixty days after the conveyance of the Master Parcel, Master Owner shall bill each Owner of a Parcel in accordance with the provisions of Article XI of this instrument and with respect to all other costs and expenses incurred by Master Owner in connection with the operation, management, administration, repair, maintenance and replacement of the Master Parcel, such costs and expenses shall be billed on a monthly basis to each Owner in the following proportions ("Master Assessment Portion"):

- Townhome Parcel: Fourteen percent (14%) of the costs and expenses of Master Owner
- Apartment Parcel: Seventy-six percent (76%) of the costs and expenses of Master Owner
- Garage Parcel: Ten percent (10%) of the costs and expenses of Master Owner

Such billings shall all relate to expenses incurred during the preceding calendar month(s), the maintenance of any reserves desired to be maintained by Master Owner, and the payment of taxes (including, without limitation, all sales, income, gross profits, real estate general taxes and special assessments, liens, fees and water and sewer charges) due in the month preceding such billing or due during or after the month in which such billing shall occur, as Master Owner determines in its sole discretion, and shall be presented to each Owner on or before the tenth day of the month and shall be due ten days after the presentation of such bill. Said bill shall detail the charges due and the calculation of the shares of each Parcel and shall have copies of all supporting documentation attached.

(ii) After conveyance of the Master Parcel to Master Association, Master Association, its successors and assigns, may elect to:

(A) Bill and charge for the expenses of the Master Association and Master Parcel as provided in subparagraph (c)(i) above, or

(B) Establish ("Budget Option") prior to October 1 of each calendar year, a budget for the following calendar year, which budget shall take into account the aggregate assessment required (exclusive of billing for services, which shall, unless the Master Association chooses the option described in subparagraph 30.8(b)(ii)(C), be billed as provided in Article XI) and the maintenance of reasonable reserves for taxes, contingencies, payment of insurance premiums, bad debts and replacement. In the event such budget is adopted, each Owner shall pay 1/12th of his share of such expenses (including, but not limited to, maintenance of reserves) on the first day of every calendar month. The Owners' share of said expenses (exclusive of service billing) shall be calculated as follows:

- (a) Garage Owner shall be assessed and pay for ten percent (10%) of such expenses.
- (b) Apartment Owner shall be assessed and pay for seventy-six percent (76%) of such expenses.
- (c) Townhome Owner shall be assessed and pay for fourteen percent (14%) of such expenses.

(C) The Master Association may elect, in connection with the adoption of the Budget Option to include the estimated cost of providing services in the budget described in subparagraph 30.8(b)(ii)(B).

There shall be two categories of assessments as follows: (i) the general assessment which shall be levied annually against each of the Parcels, or at such other intervals as the Master Board deems appropriate, to include all costs and expenses other than special assessments; and (ii) special assessments which shall be levied for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Master Parcel, and the payment of taxes if reserves for the payment of such taxes or construction or reconstruction of such improvements are insufficient to pay, in full, the cost thereof.

Notwithstanding any provision contained herein to the contrary, Master Owner, and Master Association may elect, on or before the conveyance of the first condominium Unit in one of the Condominium Parcels to a bona fide initial purchaser, to prepare a budget of the estimated cost of operation (including maintenance of such reserves as is deemed appropriate) and cash requirements for the Master Parcel and Master Association. Such budget shall not be binding upon Master Owner, Declarant, Master Association or Developer and may be adjusted, from time to time, to account for changed conditions and experience, but shall be provided solely to provide an estimate of expenses and no person shall be permitted to rely on such estimated initial budget. Such initial budget shall terminate at the end of the calendar year in which the above described first conveyance shall occur. Thereafter a budget shall be prepared and developed prior to October 1 of each calendar year, relating to the following calendar year. Such budget shall be only an estimate of expenses and revenues, if any, and may thereafter be adjusted or changed to account for experience or changed conditions. On the October 1 next succeeding the conveyance of the Master Parcel to Master Association, an estimated budget shall be prepared and adopted, which (except for billings for which services are provided to be performed in Article XI) budget shall be binding upon Master Association, subject to adjustment by special assessment.

(d) From and after the date when the first annual meeting of members is held pursuant to the By-laws, the Master Board shall build and maintain a reasonable reserve for contingencies, payment of taxes, bad debts, payment of insurance premiums and replacements. Extraordinary expenditures not originally included in the regular assessment, if any, which may become necessary during the year, shall be charged first against such reserve. If said regular assessment proves inadequate for any reason (other than by reason of the need for capital expenditures), including non-payment of any Owner's assessment, the Master Board may at any time levy a further assessment.

(e) (i) In the event the Budget Option described above is adopted, no special assessment for a capital expenditure may be levied by the Master Board in excess of the Expenditure Ceiling (defined in sub-paragraph 30.8(e)(iii) hereof) unless such expenditure is approved by a vote of the Owners of two-thirds of the Units in each Condominium Parcel. Special Assessments for other than capital expenditures shall not require the vote of the membership for adoption and may be imposed by majority vote of the Master Board if such special assessment is in an amount which is less than the product derived by multiplying (1) the last monthly assessment (plus billings for the previous month if separately billed) by (2) five, or alternatively, if such special assessment is required by reason of the fact that the regular assessments are not adequate to pay in full the contemplated or actual expenditures of the Master Owner or Master Association. Otherwise, such special assessment shall require the vote of a majority of the membership votes.

(ii) All general assessments shall be effective on the date fixed by the Board, and shall be payable monthly, in advance, on the first day of each month. The due date or dates, if it is to be paid in installments, of any special assessment hereof shall be fixed in the resolution authorizing such assessment. Written notice of such assessment shall be delivered or mailed to every Owner subject thereto not less than thirty (30) days prior to the effective or due date thereof.

(iii) The "Expenditure Ceiling" shall mean and refer to the amount of money equal to the sum derived by adding (1) \$25,000 to (2) the "Adjustment Factor Sum." The "Adjustment Factor Sum" shall mean and refer to an amount of money equal to the product derived by multiplying (A) \$25,000 times (B) the "Index Fraction." The "Index Fraction" shall mean and refer to a fraction, the numerator of which shall be equal to the difference resulting from the subtraction of (X) the "Index" (hereinafter defined) for the calendar month of February, 1983 ("Initial Index") from (Y) the Index for the calendar month most recently preceding the calendar month in which the installments of special assessments are to commence and for which the Index has been published and the denominator of which shall be the Initial Index. The "Index" shall mean and refer to the Consumer Price Index for Urban Wage Earners and Clerical Workers specified for "All Items" issued with respect to Chicago, Illinois and published by the Bureau of Labor Statistics for the United States Department of Labor (Base Year = 1967). Should publication of the Index be discontinued, Master Owner shall choose a reasonably suitable successor index published by the United States Government or its instrumentalities or any major financial institution or nationally recognized financial publication. Should the manner in which the Index is determined or calculated be materially changed, Master Owner shall adjust the Index to produce results which would, as nearly as reasonably possible, approximate the results which would have been obtained had the Index not been materially changed. Master Owner shall, in Master Owner's sole discretion, determine what constitutes a material change in the Index.

(f) The Master Board shall keep full and correct books of account and the same shall be open for inspection and copying during normal business hours by any Owner, any Protected Mortgagee, or any representative of an Owner or Protected Mortgagee.

(g) In addition to any remedies or liens provided by law or by this Declaration, if an Owner is in default in the payments of the aforesaid charges or assessments or any installment thereof for ten (10) days, the Master Association or Master Owner may bring suit to enforce collection thereof or to foreclose the lien therefor as provided herein or by law; and there shall be added to the amount due, the costs of said suit, together with interest and reasonable attorneys' fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Master Parcel or abandonment of his parcel.

(h) Any first mortgage or first trust deed made, owned or held by a Protected Mortgagee, and recorded prior to the recording or mailing of a notice by the Master Board of an amount owing by an Owner who has refused or failed to pay his share of any assessment when due shall be superior to the lien of such unpaid assessment set forth in said notice and to all assessments which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed; provided, however, that after written notice to the holder of any such mortgage or trust deed, such mortgage or trust deed shall be subject to the lien of unpaid assessments which are due and payable subsequent to the date when such holder accepts a conveyance of such Unit (other than as security).

ARTICLE XXXI

BY-LAWS OF MASTER ASSOCIATION

31.1. The purposes of the Master Association are as stated in its certificate of incorporation. The Master Association also has such powers as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois.

31.2. The Master Association shall have and continuously maintain in this State a registered office and a registered agent whose office is identical with such registered office, and may have such other offices within or without the State of Illinois as the Master Board may from time to time determine.

31.3. (a) The Master Association shall have one class of members and each member shall have a vote equal to the vote calculated pursuant to Paragraph 31.3(b). The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Master Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Master Association. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under, or in any way connected with, the Master Association, during the period of such ownership and membership in the Master Association. Furthermore, such termination shall not impair any rights or remedies which the Master Board or others may have against such former owner and member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Master Association. If more than one person owns a Unit, such persons shall collectively be deemed a member.

(b) Each member shall be entitled to a vote equal to the product derived by multiplying (i) such member's percentage of ownership in the common elements of the condominium in which the member owns a Unit times (ii) the Condominium Parcel Factor. The Condominium Parcel Factors are set forth below as follows:

- (1) Condominium Parcel Factor for Garage Parcel = 1.0
- (2) Condominium Parcel Factor for Townhome Parcel = 1.4
- (3) Condominium Parcel Factor for Apartment Parcel = 7.6

Example:

As an example, assume that Member A owns a 1.00 percent interest in the Garage Parcel Condominium and the Condominium Parcel Factor for the Garage is 1. Applying the formula set forth above, 1.00 times 1 = 1. Member A is entitled to 1 vote.

The total number of votes of all of the members of the Master Association shall be equal to 1000.

31.4. (a) The first annual meeting of the members shall be on such date as is fixed by the Master Board, which date shall in no event be later than sixty (60) days after the latter to occur of (i) April 1, 1994 or (ii) the conveyance by Developer to initial purchasers of eighty percent (80%) of the Units (by number) in each of the Condominium Parcels. Thereafter, an annual meeting of the members shall be held on the first Tuesday of June in each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If such day be a legal holiday, the meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein, for any annual meeting or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members called as soon thereafter as may be convenient.

(b) Special meetings of the members may be called by the president of the Master Association or by a majority of the Master Board or by not less than 33-1/3% of the Unit Owners in any one of the condominiums to be created with respect to the Condominium Parcels, the notice for which shall specify the matters to be considered at such special meeting.

(c) All meetings of the members shall take place at the Apartment Parcel, or at such other reasonable place designated by the Master Board.

(d) Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than five (5) nor more than forty (40) days before the date of such meeting, by or at the direction of the president or the secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these By-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited

in the United States mail addressed to the member at his address as it appears on the records of the Master Association, with postage thereon prepaid.

(e) The members holding a majority of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

(f) At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact.

31.5. The affairs of the Master Association shall be managed by the Master Board.

31.6. (a) Until the date of the first annual meeting of the members as hereinabove provided, the number of directors shall be three, who shall be directors named in the articles of incorporation. Commencing with the date of the first annual meeting of the members, the number of directors shall be nine. Commencing with the date of the first annual meeting of the members, each director shall hold office without compensation until the next annual meeting of members and until his successor shall have been elected and qualified. Except for the directors named in the articles of incorporation, only a member of the corporation (or an officer, employee or director of Developer) may be a director of the Master Association. In the event that a member is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity may be eligible to serve as a director. At each annual meeting of the Master Board, the members shall, by a vote of a plurality of the members present at such meeting, elect the entire board of directors for the forthcoming year. At each annual election of the directors, at least two directors shall be elected from among the Unit Owners of each of the Condominium Parcels.

(b) The Master Board shall be vested with and shall possess all of the rights, powers, options, duties and responsibilities as are provided for in the Declaration.

(c) A regular annual meeting of the Master Board shall be held without other notice than this by-law, immediately after, and at the same place as, the annual meeting of the members. The Master Board may provide by regulations which the Master Board may, from time to time, adopt, the time and place for the holding of additional regular meetings of the Master Board without other notice than such regulation.

(d) Special meetings of the Master Board may be called by or at the request of the president or any three directors. The person or persons authorized to call special meetings of the Master Board may fix any place as the place for holding any special meeting of the board called by them.

(e) Notice of any special meeting of the Master Board shall be given at least ten (10) days prior thereto by written notice delivered personally or sent by mail to each director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Master Board need be specified in the notice or waiver of notice of such meeting unless specifically required by law or by these by-laws. Meetings of the Master Board of directors shall be open to all members except in such instances where the Master Board discusses pending or threatened litigation.

(f) A majority of the Master Board shall constitute a quorum for the transaction of business at any meeting of the Master Board, provided that, if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

(g) The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Master Board, except where otherwise provided by law or by these by-laws.

(h) Any vacancy occurring in the Master Board or any directorship shall be filled by the majority vote of the Master Board. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

(i) From and after the date of the first annual meeting of the members, any member of the Master Board may be removed from office by the affirmative vote of seventy-five percent (75%) of all the members at a special meeting called for such purpose.

31.7. (a) The officers of the Master Association shall be a president, a treasurer and a secretary and such other officers as the Master Board shall from time to time deem necessary.

(b) The officers of the Master Association shall be elected annually by the Master Board at the regular annual meeting of the Master Board, from among the members of the Master Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Vacancies may be filled or new officers

created and filled at any meeting of the board of directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

(c) Any officer elected by the Master Board may be removed by a majority vote of the Master Board.

(d) The president shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the Master Association. He shall preside at all meetings of the members and of the board of directors. He may sign, with the secretary or any other proper officer of the Master Association authorized by the Master Board, any deeds, mortgages, leases, contracts, or other instruments which the Master Board has authorized to be executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

(e) The treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these by-laws; and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Master Board.

(f) The secretary shall keep the minutes of the meetings of the members and of the Master Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the corporate records and of the seal of the corporation; see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these by-laws; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Master Board.

31.8. (a) The Master Board may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Master Board and Master Association.

(b) All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Master Association shall be signed by such officer or officers, agent or agents of the Master Association and in such manner as shall from time to time be determined by resolution of the Master Board. In the absence of such determination by the Master Board, such instruments shall be signed by the treasurer and countersigned by the president of the Master Association.

(c) All funds of the Master Association shall be deposited from time to time to the credit of the Master Association in such banks, trust companies or other depositories as the Master Board may select.

31.9. The Master Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Master Board and committees having any of the authority of the Master Board, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Master Association may be inspected by any member, any Protected Mortgagee or their agents or attorneys, for any proper purpose at any reasonable time. An annual audit of the finances of the Master Association shall be conducted by such firm of certified public accountants as the Master Board shall designate.

31.10. Whenever any notice whatever is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or by-laws of the corporation, or the Declaration, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

31.11. Until the date of the first annual meeting of the members, these by-laws set forth in this Article XXXI may be altered, amended or repealed, and new by-laws may be adopted, by the affirmative vote of a majority of the directors, provided that such amendment shall be recorded with the office of the Recorder of Deeds of Cook County, Illinois. From and after the date of the first annual meeting of the members, these by-laws may be altered, amended or repealed and new by-laws may be adopted by the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of all of the votes of the members at a regular meeting or at any special meeting. This Paragraph 31.11 may not be amended without the consent of all members and mortgagees.

31.12. The members of the Master Board and officers thereof shall not be liable to the members as members or Owners for any acts or omissions made in good faith as such members of the Master Board or officers. The members shall indemnify and hold harmless each of such directors or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Owners or the Master Association, unless any such contract shall have been made in bad faith or contrary to the provisions of these by-laws or the Declaration. Every director

and every officer of the Association shall be indemnified by the Master Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Master Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Master Board approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XXXII

EASEMENTS AND RIGHTS OF AND FOR THE BENEFIT OF DEVELOPER

32.1. A non-exclusive easement ("Sales Activity Easement") is hereby declared across, along, within, on, upon, under and through the Total Parcel to and for the benefit of Developer, Declarant, their agents, employees, successors, assigns, customers, contractors, subcontractors, tenants, subtenants, invitees, guests, affiliates, representatives, beneficiaries and licensees for the purpose of Sales Activity (hereinafter defined).

32.2. "*Sales Activity*" shall mean and refer to all sales, marketing, leasing, promotional and developmental activity of any kind or nature, including, without limitation, (a) the use of signs, posters, window bills, banners, loudspeakers, lighting, advertising and other displays, (b) the maintenance and use of construction offices, sales offices and models at such locations and in such forms as shall be determined by Developer (other than in Units in the Condominium Parcels conveyed to initial purchasers), (c) the use of the driveways, ramps, stairs, walkways and elevators located on the Total Parcel for access, ingress and egress by pedestrians, bicycles and motorized vehicles and transient parking (in the case of the driveway located on the Deck), (d) the use of storage areas not assigned to other persons, (e) the use of the management office located in the Apartment Parcel, (f) the use of Units in the Condominium Parcels not conveyed to purchasers, tenants and mortgagees, for sales and development activities, (g) the use of common portions and common elements of the Condominium Parcels and the Master Parcel for construction, repair, maintenance, restoration and operation of the Building and all portions thereof and all utilities, roadways, structures, landscaping and improvements located on the Total Parcel, (h) all advertising and customer solicitation activity and (i) pedestrian access, ingress and egress for the purpose of exhibiting portions of the Total Parcel to prospective purchasers, lessees and mortgagees, and sales activity of any other kind or nature. Sales Activity shall also include the right to perform such landscaping, maintenance, cleaning, construction, repair, alteration and improvement of the Total Parcel and Building as Developer desires in order to comply with the plans and specifications for the Building or any contract for the sale of any portion of the Total Parcel.

32.3. The Sales Activity Easement shall terminate ten (10) years after the conveyance of the last Unit in the Dearborn Park Planned Unit Development as created pursuant to Ordinance adopted and passed by the City Council of the City of Chicago on July 7, 1977, but Developer may sooner terminate this Sales Activity Easement by recording a release of easement with the Recorder of Deeds of Cook County.

32.4. Notwithstanding any other provisions contained in this Declaration to the contrary, this Article XXXII may not be amended without the consent of the Developer.

32.5. The Developer reserves the right to hire a managing agent, on behalf of Master Owner, to manage the Master Parcel on such terms, covenants and conditions as Developer deems necessary, advisable, convenient or appropriate.

32.6. Notwithstanding any other provision contained in this Declaration to the contrary, no provision of this instrument affecting the rights, privileges or duties of the Declarant or Developer may be modified without the Developer's prior written consent.

32.7. Declarant reserves the right, notwithstanding any provision contained herein to the contrary, at any time to record (or cause to be recorded) a Special Amendment to this instrument to comply with (a) the requirements of any law of any governmental authority with jurisdiction over Declarant, Developer or the Total Parcel, (b) to correct clerical or typographical errors and (c) to conform this instrument to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Administration, the Veterans Administration, the Federal Housing Administration or any lender issuing a commitment to Declarant or Developer to make mortgage loans on ten (10) or more Units in the Condominium Parcels. In furtherance of the foregoing, each Owner and each holder of a mortgage, trust deed or lien on any portion of the Total Parcel hereby grants to Declarant and Developer and each of them an irrevocable power of attorney coupled with an interest on behalf of each Owner and each such holder to make, sign

and record on behalf of each owner and each such holder any amendment permitted pursuant to this paragraph. Each and every deed, mortgage, trust deed or other instrument affecting the Total Parcel or any part thereof and the acceptance of such instrument shall be deemed a grant and acknowledgment of, and consent to the reservation of the foregoing power of attorney. The foregoing power of attorney shall terminate on December 31, 1994.

ARTICLE XXXIII

RIGHTS OF PROTECTED MORTGAGEES

33.1. Any Protected Mortgagee shall have the following rights, upon the giving of reasonable notice to Master Association:

- (a) To enter upon the Master Parcel for the purpose of examining and inspecting portions of the Total Parcel.
- (b) To inspect the books and records of the Master Association and copy portions thereof.
- (c) To attend meetings of the members of the Master Association and Master Board.
- (d) To receive a copy of the report of any firm of certified public accountants with respect to the period most recently examined by such accountants.
- (e) To receive notice from Master Association of any proposed amendment to the by-laws of the Master Association.
- (f) To receive copies of all notices directed to their borrowers from Master Association.
- (g) To receive, from Master Association, notice of the cancellation, modification, nonrenewal or termination of any insurance policy, and any decision to terminate professional management of the Master Parcel.
- (h) To receive, from Master Association, notice of any material casualty loss or condemnation of the Master Parcel.

ARTICLE XXXIV

ACCESS EASEMENT

34.1. In the event the owner ("899 Owner") of the property legally described on Exhibit I ("899 Property") or the 899 South Plymouth Court Condominium Association ("899 Association"), an Illinois corporation, shall elect to grant an easement for the benefit of all or any portion of the Total Parcel ("Access Easement") for access, ingress and egress for vehicles and pedestrians across a portion of the Common Elements (as that term is defined in that certain Declaration of Condominium Ownership and By-laws for 899 South Plymouth Court Condominium Association) of the 899 Property consisting of a parking lot North of the building located on the 899 Property, Developer and Declarant shall have the right, on behalf of all Owners of the Total Parcel, to enter into an agreement ("Agreement") (whether set forth in the easement grant or not) in order to obligate the Owners to maintain, repair and replace all or any portion of the easement area ("Easement Premises") and the improvements located thereon and to defend, indemnify, and hold 899 Owners and 899 Association harmless from and against liabilities, costs, expenses, claims, liens, proceedings and causes of action relating to the Easement Premises. The Agreement may contain such other items, provisions, covenants, restrictions, obligations, terms, conditions, promises, undertakings and agreements as Declarant or Developer, in their sole discretion, deem desirable. The Agreement shall be binding upon each Owner of the Total Parcel and all persons shall acquire their interest, by conveyance or otherwise, in the Total Parcel subject to the right herein reserved and such Agreement (whether entered into before or after the acquisition of such person's interest in the Total Parcel). For the purpose of the foregoing, Declarant is hereby granted and shall have from each and every person holding an interest in the Total Parcel an irrevocable power of attorney coupled with an interest to sign and record on behalf of each person holding an interest in the Total Parcel an Agreement of the foregoing nature. Each deed, conveyance, mortgage, trust deed or other evidence of obligation or any other instrument affecting any portion of the Total Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the foregoing power of attorney. The power of attorney shall terminate on the tenth yearly anniversary of the recording of this instrument, but such termination shall not affect any Agreement made pursuant to such power of attorney.

ARTICLE XXXV

LAND TRUSTS

In the event any portions of the Total Parcel shall be conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the premises are vested in the beneficiaries thereof, then

the trust estate under the trust, and the beneficiaries thereunder, shall be liable for payment of any claims, obligations, liens or indebtedness created pursuant to the provisions of this Declaration. No claims shall be made against such title holding trustee personally for payment of a claim, obligation, lien or indebtedness.

ARTICLE XXXVI

SOUTH PLYMOUTH STREET MAINTENANCE

36.1. Declarant and Developer hereby reserve the right to enter into an Agreement (the "Street Agreement"), on behalf of all Owners, with the City of Chicago, a municipal corporation of the State of Illinois, to provide for the performance by the Owners of certain obligations with respect to the landscaping, repair, maintenance, refurbishing, replacement and operation of that portion of South Plymouth Court described on Exhibit J ("Street Property") together with such improvements as are now or may hereafter be located thereon. Such Street Agreement may obligate the Owners to repair, maintain, construct, improve, refurbish and replace the improvements located on the Street Property, including, without limitation, all streets, pavements, manholes, drains, sidewalks, driveways, walls, walkways and parkways. All persons accepting a conveyance or mortgage with respect to any portion of the Total Parcel shall acquire their interest in the Total Parcel subject to the right of Declarant and Developer herein described and subject to any such Street Agreement that may hereafter be entered into and upon the making of such Street Agreement each such person acquiring an interest in the Total Parcel shall be deemed to have assumed the obligations of the Owner of the Total Parcel as therein set forth.

36.2. Notwithstanding the provisions of Paragraph 36.1. to the contrary, Master Owner may enter into the Street Agreement, in which event the obligations of Master Owner under the Street Agreement shall be deemed to be an obligation, the expense and cost of which shall be billed to Owners as assessments pursuant to the provisions of Article XXX. In the event that the Street Agreement is entered into prior to the conveyance of the Master Parcel to Master Association, the conveyance of the Master Parcel shall be deemed to be an assignment of the Street Agreement to Master Association and Master Association shall be deemed to have assumed and be bound to perform each and every portion of the agreements, covenants, provisions and undertakings of Master Owner, whether arising before or after the conveyance to Master Association.

ARTICLE XXXVII

TRUST NO. 104467 EXCULPATION

This Declaration is executed by LaSalle National Bank, not personally, but solely as Trustee under a trust agreement dated October 26, 1981 and known as Trust No. 104467, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that the LaSalle National Bank, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 104467 to the terms and provisions of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by LaSalle National Bank, as Trustee as aforesaid, will be kept and performed and discharged by the beneficiaries under said Trust No. 104467, their successors, and not by LaSalle National Bank, personally; and further, that no duty shall rest upon LaSalle National Bank either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to a direction as required by the terms of the agreement dated October 26, 1981, establishing said Trust No. 104467, and then only after the Trustee has first been supplied with any funds required. In the event of any conflict between the terms of this paragraph and the remainder of this Declaration on any question of apparent liability or obligation resting upon said Trustee, this paragraph shall control.

ARTICLE XXXVIII

TRUST NO. 102600 EXCULPATION

This Declaration is executed by LaSalle National Bank, not personally, but solely as Trustee under a trust agreement dated March 1, 1980 and known as Trust No. 102600, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that the LaSalle National Bank as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 102600 to the terms and provisions of this Declaration; that any and all obligations, duties, covenants,

and agreements of every nature herein set forth by LaSalle National Bank, as Trustee as aforesaid, will be kept and performed and discharged by the beneficiaries under said Trust No. 102600, their successors, and not by LaSalle National Bank, personally; and further, that no duty shall rest upon LaSalle National Bank either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to a direction as required by the terms of the agreement dated March 1, 1980, establishing said Trust No. 102600, and then only after the Trustee has first been supplied with any funds required. In the event of any conflict between the terms of this paragraph and the remainder of this Declaration on any question of apparent liability or obligation resting upon said Trustee, this paragraph shall control.

IN WITNESS WHEREOF, LaSalle National Bank, not personally, but solely as Trustee under Trust Agreement dated October 26, 1981 and known as Trust No. 104467 has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its (Assistant) Vice President and attested by its (Assistant) Secretary as of the 18th day of February, 1983.

LASALLE NATIONAL BANK, a national banking association,
as Trustee, under Trust No. 104467 and not personally

By: _____

Attest: _____

In Witness Whereof, LaSalle National Bank, not personally, but solely as Trustee under a Trust Agreement dated March 1, 1980 and known as Trust No. 102600 has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its (Assistant) Vice President and attested by its (Assistant) Secretary as of the 18th day of February, 1983.

LASALLE NATIONAL BANK, a national banking association,
as Trustee, under Trust No. 102600 and not personally

By: _____

Attest: _____

MORTGAGEE'S CONSENT

THE FIRST NATIONAL BANK OF CHICAGO, holder of a certain mortgage recorded as Document 26067047 hereby consents to the foregoing instrument and agrees that such mortgage is subject to the provisions of said instrument.

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK OF CHICAGO, has caused this instrument to be signed by its duly authorized officers, on its behalf, all done in Chicago, Illinois, as of the 18th day of February, 1983.

THE FIRST NATIONAL BANK
OF CHICAGO

By: _____

Attest: _____

EXHIBIT A

TOTAL PARCEL

Lot 1, together with that part of Lot 2, lying North of a straight line drawn perpendicular to the West line of said Lots 1 and 2 at a point 155.33 feet (measured along said West line of Lot 2), North from the Southwest corner of said Lot 2, all in Block 1 in Dearborn Park Unit No. 1, being a Resubdivision of Sundry Lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. ALSO: All that part of vacated S. Plymouth Court, lying West of and adjoining Lot 1 in Block 1 of Dearborn Park Unit No. 1, aforesaid, passed by ordinance by City Council, City of Chicago, January 14, 1982 and recorded in the Office of the Recorder, Cook County, Illinois, April 7, 1982, as Document No. 26195377.

EXHIBIT B

GARAGE PARCEL

That part of the property and space extending downward from a horizontal plane with an elevation of plus 26.00 feet, Chicago City Datum, said horizontal plane being at the bottom surface of a structural concrete slab, and lying within the boundaries, projected vertically, of a TRACT of land described as follows: Lot 1, together with that part of Lot 2, lying North of a straight line drawn perpendicular to the West line of said Lots 1 and 2 at a point 155.33 feet (measured along said West line of Lot 2), North from the Southwest corner of said West line of Lot 2, all in Block 1 in Dearborn Park Unit No. 1, being a Resubdivision of Sundry Lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO: All that part of vacated S. Plymouth Court, lying West of and adjoining Lot 1 in Block 1 of Dearborn Park Unit No. 1, aforesaid, passed by ordinance by City Council, City of Chicago, January 14, 1982 and recorded in the Office of the Recorder, Cook County, Illinois, April 7, 1982, as Document No. 26195377, described as follows: Commencing at the Northeast corner of said heretofore described TRACT; thence West on the North line thereof, 8.0 feet; thence South parallel to the East line thereof, 13.50 feet to the place of beginning of the herein described GARAGE PARCEL; thence South parallel to the East line of said TRACT, 244.17 feet to a point 136.49 feet North of the South line of said TRACT; thence West at right angles, 62.28 feet; thence North at right angles, 110.90 feet; thence West at right angles, 2.85 feet; thence North at right angles, 28.24 feet; thence East at right angles, 2.85 feet; thence North at right angles, 42.75 feet; thence West at right angles, 137.92 feet to a point 15.0 feet East of the West line of said TRACT; thence North parallel to the West line of said TRACT, 62.28 feet to a point 13.63 feet South of the North line of said TRACT; thence East, 200.20 feet to the place of beginning. Excepting from said GARAGE PARCEL that part of the APARTMENT PARCEL described as follows: Commencing at the Northeast corner of the heretofore described TRACT; thence West on the North line of said TRACT, 41.45 feet; thence South parallel to the East line of said TRACT, 33.43 feet to the place of beginning of the herein described exception; thence South parallel to the East line of said TRACT, 46.17 feet; thence West at right angles, 28.0 feet; thence North at right angles, 43.82 feet; thence West at right angles, 0.55 feet; thence North at right angles, 2.35 feet; thence East at right angles, 28.55 feet to the place of beginning of the herein described exception.

ALSO: That part of the property and space extending downward from said horizontal plane with an elevation of plus 26.00 feet, Chicago City Datum, which plane is the bottom surface of a structural concrete slab, and lies within the boundaries, projected vertically, of said heretofore described TRACT, described as follows: Commencing at the Southwest corner of said heretofore described TRACT; thence East on the South line thereof, 24.11 feet; thence North at right angles, 8.52 feet to the place of beginning of the herein described PARCEL; thence East, 190.34 feet to a point 8.16 feet North of the South line and 8.0 feet West of the East line of said TRACT; thence North parallel with the East line of said TRACT, 128.33 feet to the Northeast corner of said PARCEL; thence West at right angles, 43.72 feet; thence South at right angles, 86.13 feet; thence East at right angles, 1.95 feet; thence South at right angles, 19.35 feet; thence West at right angles, 18.80 feet; thence North at right angles, 20.75 feet; thence West at right angles, 75.62 feet; thence South at right angles, 20.75 feet; thence West at right angles, 12.70 feet; thence North at right angles, 19.35 feet; thence East at right angles, 1.95 feet; thence North at right angles, 156.80 feet; thence West at right angles, 43.50 feet to a point 24.00 feet East of the West line and 207.55 feet North of the South line of said TRACT; thence South, 199.00 feet to the place of beginning of the herein described PARCEL.

ALSO: That part of the property and space extending downward from a horizontal plane with an elevation of plus 24.40 feet, Chicago City Datum, said horizontal plane being at the bottom surface of a structural concrete slab, lying within the boundaries, projected vertically, of said heretofore described TRACT, described as follows: Commencing at a point 136.49 feet North of the South line and 8.0 feet West of the East line of said heretofore described TRACT; thence West perpendicular to the East line of said TRACT, 43.72 feet to the place of beginning of the herein described PARCEL; thence South at right angles, 86.13 feet; thence East at right angles, 1.95 feet; thence South at right angles, 19.35 feet; thence West at right angles, 18.80 feet; thence North at right angles, 20.75 feet; thence West at right angles, 75.62 feet; thence South at right angles, 20.75 feet; thence West at right angles, 12.70 feet; thence North at right angles, 19.35 feet; thence East at right angles, 1.95 feet; thence North at right angles, 156.80 feet; thence West at right angles, 43.50 feet; thence South at right angles, 52.37 feet along the West line of the TOWNHOME PARCEL; thence West at right angles, 24.03 feet to the West line of said TRACT; thence North on the West line of said TRACT, 163.63 feet to a point 75.91 feet South of the Northwest corner of said TRACT; thence East, 15.0 feet to the Southwest corner of the APARTMENT PARCEL, which point is 15.0 feet East of the West line and 75.91 feet South of the North line of said TRACT; thence

East on the South line of said APARTMENT PARCEL, 137.92 feet; thence South at right angles, 42.75 feet; thence West at right angles, 2.85 feet; thence South at right angles, 28.24 feet; thence East at right angles, 2.85 feet; thence South at right angles, 110.90 feet; thence East at right angles, 18.56 feet to the place of beginning of the herein described PARCEL. ALSO: That part of the property and space extending downward from a horizontal plane with an elevation of plus 14.75 feet, Chicago City Datum, said horizontal plane being at the upper surface of a structural concrete slab, and lying within the boundaries, projected vertically, of the heretofore described TRACT, described as follows: Commencing at a point on the West line of the heretofore described TRACT, 8.57 feet North of the Southwest corner thereof; thence East, 24.11 feet to a point 8.52 feet North of the South line of said TRACT; thence North, 146.634 feet to a point 24.03 feet East of the West line of said TRACT; thence West at right angles, 24.03 feet to the West line of said TRACT; thence South on the West line, 146.58 feet to the place of beginning of the herein described PARCEL.

EXHIBIT C

TOWNHOME PARCEL

That part of the property and space extending upward from a horizontal plane with an elevation of plus 26.67 feet, Chicago City Datum, said horizontal plane being at the top surface of a structural concrete slab and the unfinished floor of the Townhomes area of the Dearborn Park/801 South Plymouth Court Building Complex, and lying within the boundaries, projected vertically, of a TRACT of land described as follows: Lot 1, together with that part of Lot 2, lying North of a straight line drawn perpendicular to the West line of said Lots 1 and 2 at a point 155.33 feet (measured along said West Line of Lot 2), North from the Southwest corner of said Lot 2, all in Block 1 in Dearborn Park Unit No. 1, being a Resubdivision of Sundry Lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO: All that part of vacated S. Plymouth Court lying West of and adjoining Lot 1 in Block 1 of Dearborn Park Unit No. 1, aforesaid, passed by ordinance by City Council, City of Chicago, January 14, 1982, and recorded in the Office of the Recorder, Cook County, Illinois, April 7, 1982, as Document No. 26195377, described as follows: Commencing at the Southwest corner of said heretofore described TRACT; thence East on the South line thereof, 24.11 feet; thence North at right angles, 8.52 feet to the place of beginning of said TOWNHOME PARCEL; thence East, 190.34 feet to a point 8.16 feet North of the South line and 8.0 feet West of the East line of said TRACT; thence North parallel with the East line of said TRACT, 128.33 feet to the Northeast corner of said TOWNHOME PARCEL; thence West at right angles, 43.72 feet; thence South at right angles, 86.13 feet; thence East at right angles, 1.95 feet; thence South at right angles, 19.35 feet; thence West at right angles, 18.80 feet; thence North at right angles, 20.75 feet; thence West at right angles, 75.62 feet; thence South at right angles, 20.75 feet; thence West at right angles, 12.70 feet; thence North at right angles, 19.35 feet; thence East at right angles, 1.95 feet; thence North at right angles, 156.80 feet; thence West at right angles, 43.50 feet to a point 24.00 feet East of the West line and 207.52 feet North of the South line of said TRACT; thence South, 199.00 feet to the place of beginning.

ALSO: The property and space occupied by Bays lying between a horizontal plane of plus 28.67 feet and a horizontal plane of plus 34.32 feet, Chicago City Datum, and lying within the boundaries, projected vertically, of the heretofore described TRACT, bounded and described as follows: Commencing at the Southeast corner of the TOWNHOME PARCEL, which point is 8.0 feet West of the East line and 8.16 feet North of the South line of said TRACT; thence North on the East line of said TOWNHOME PARCEL, 35.30 feet to the Southwest corner of the 1st Bay; thence East at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Northwest corner of the 1st Bay; thence North on the East line of said TOWNHOME PARCEL, 10.50 feet to the Southwest corner of the 2nd Bay; thence East at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Northwest corner of the 2nd Bay; thence North on the East line of said TOWNHOME PARCEL, 2.0 feet to the Southwest corner of the 3rd Bay; thence East at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Northwest corner of the 3rd Bay; thence North on the East line of said TOWNHOME PARCEL, 19.00 feet to the Southwest corner of the 4th Bay; thence East at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Northwest corner of said 4th Bay; thence North on the East line of said TOWNHOME PARCEL, 2.0 feet to the Southwest corner of the 5th Bay; thence East at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Northwest corner of said 5th Bay; thence North on the East line of said TOWNHOME PARCEL, 18.50 feet to the Southwest corner of the 6th Bay; thence East at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Northwest corner of said 6th Bay; thence North on the East line of said TOWNHOME PARCEL, 0.53 feet to the Northeast corner of said TOWNHOME PARCEL; ALSO: Commencing at the Southeast corner of the aforesaid TOWNHOME PARCEL; thence West on the South line of said TOWNHOME PARCEL, 62.20 feet to the Northeast corner of the 7th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 7th Bay; thence West on the South line of said TOWNHOME PARCEL, 21.52 feet to the Northeast corner of the 8th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 8th Bay; thence West on the South line of said TOWNHOME PARCEL, 2.0 feet to the Northeast corner of the 9th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 9th Bay; thence West on the South line of said TOWNHOME PARCEL, 21.52 feet to the Northeast corner of the 10th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 10th Bay; thence West on the South line of said TOWNHOME PARCEL, 56.10 feet to the Southwest corner of said TOWNHOME PARCEL; thence North on the West line of said TOWNHOME PARCEL, 35.30 feet to the Southeast

corner of the 11th Bay; thence West at right angles, 1.75 feet, thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 11th Bay.

ALSO: The property and space occupied by Bays lying between a horizontal plane of plus 37.97 feet and a horizontal plane of plus 43.62 feet, Chicago City Datum, and lying within the boundaries, projected vertically, of the heretofore described TRACT, bounded and described as follows: Commencing at the Southeast corner of the TOWNHOME PARCEL, aforesaid; thence West on the South line of said TOWNHOME PARCEL, 54.35 feet to the Northeast corner of the 12th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 12th Bay; thence West at right angles, 75.14 feet to the Northeast corner of the 13th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 13th Bay; thence West at right angles, 47.35 feet to the Southwest corner of said TOWNHOME PARCEL; thence North on the West line of said TOWNHOME PARCEL, 52.55 feet to the Southeast corner of the 14th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 14th Bay; thence North at right angles, 2.0 feet to the Southeast corner of the 15th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 15th Bay; thence North at right angles, 19.0 feet to the Southeast corner of the 16th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 16th Bay; thence North at right angles, 2.0 feet to the Southeast corner of the 17th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 17th Bay; thence North at right angles, 19.0 feet to the Southeast corner of the 18th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 18th Bay; thence North at right angles, 2.0 feet to the Southeast corner of the 19th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 19th Bay; thence North at right angles, 19.0 feet to the Southeast corner of the 20th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 20th Bay; thence North at right angles, 2.0 feet to the Southeast corner of the 21st Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 21st Bay; thence North at right angles, 27.45 feet to the Northwest corner of said TOWNHOME PARCEL; thence East on the North line of said TOWNHOME PARCEL, 43.50 feet to a PARCEL corner; thence South at right angles on a PARCEL line, 10.05 feet to the Northwest corner of the 22nd Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 22nd Bay; thence South at right angles, 2.50 feet to the Northwest corner of the 23rd Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of the 23rd Bay; thence South at right angles, 18.50 feet to the Northwest corner of the 24th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of the 24th Bay; thence South at right angles, 2.50 feet to the Northwest corner of the 25th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 25th Bay; thence South at right angles, 18.50 feet to the Northwest corner of the 26th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 26th Bay; thence South at right angles, 2.50 feet to the Northwest corner of the 27th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 27th Bay; thence South at right angles, 18.50 feet to the Northwest corner of the 28th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 28th Bay; thence South at right angles, 2.50 feet to the Northwest corner of the 29th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 29th Bay; thence South at right angles, 18.50 feet to the Northwest corner of the 30th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 30th Bay; thence South at right angles, 2.00 feet; thence West at right angles, 1.95 feet; thence South at right angles, 2.60 feet to the Northwest corner of the 31st Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 31st Bay; thence South at right angles, 10.0 feet; thence East at right angles, 12.70 feet; thence North at right angles, 20.75 feet to a building corner; thence East at right angles, 10.30 feet to the Southwest corner of the 32nd Bay; thence North at right angles, 1.75 feet; thence East at right angles, 6.75 feet; thence South at right angles, 1.75 feet to the Southeast corner of said 32nd Bay; thence East at right angles, 4.50 feet to the Southwest corner of the 33rd Bay; thence North at right angles, 1.75 feet; thence East at right angles, 6.75 feet; thence South at right angles, 1.75 feet to the Southeast corner of said 33rd Bay; thence East at right angles, 19.0 feet to the Southwest corner of the 34th Bay; thence North

at right angles, 1.75 feet; thence East at right angles, 6.75 feet; thence South at right angles, 1.75 feet to the Southeast corner of said 34th Bay; thence East at right angles, 4.50 feet to the Southwest corner of the 35th Bay; thence North at right angles, 1.75 feet; thence East at right angles, 6.75 feet; thence South at right angles, 1.75 feet to the Southeast corner of said 35th Bay; thence East at right angles, 10.32 feet to a building corner; thence South at right angles, 20.75 feet; thence East at right angles, 18.80 feet; thence North at right angles, 10.0 feet to the Southeast corner of the 36th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 36th Bay; thence North at right angles, 2.60 feet; thence West at right angles, 1.95 feet to a building corner; thence North at right angles, 2.0 feet to the Southeast corner of the 37th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 37th Bay; thence North at right angles, 18.50 feet to the Southeast corner of the 38th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 38th Bay; thence North at right angles, 2.50 feet to the Southeast corner of the 39th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 39th Bay; thence North at right angles, 18.50 feet to the Southeast corner of the 40th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 40th Bay; thence North at right angles, 2.50 feet to the Southeast corner of the 41st Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 41st Bay; thence North at right angles, 8.38 feet to a building corner; EXCEPT FROM SAID TOWNHOME PARCEL the following described property and space: Commencing at the Southwest corner of said heretofore described TRACT; thence East on the South line thereof, 24.11 feet; thence North at right angles, 8.52 feet to the place of beginning of the herein described exception; thence East 11.95 feet to a point 36.06 feet East of the West line and 8.50 feet North of the South line of said TRACT; thence North at right angles, 21.20 feet; thence West at right angles, 11.95 feet; thence South at right angles, 21.20 feet to the place of beginning. ALSO EXCEPT FROM SAID TOWNHOME PARCEL the following described property and space: Commencing at the Southeast corner of said heretofore described TRACT; thence West on the South line thereof, 8.0 feet; thence North, 8.16 feet to a point 8.0 feet West of the East line of said TRACT, and the place of beginning of the herein described exception; thence North parallel with the East line of said TRACT, 21.20 feet; thence West at right angles, 18.45 feet; thence South at right angles, 21.20 feet; thence East at right angles, 18.45 feet to the place of beginning.

EXHIBIT D

APARTMENT PARCEL

That part of the property and space extending upward from a horizontal plane with an elevation of plus 26.67 feet, Chicago City Datum, said horizontal plane being at the top surface of a structural concrete slab and the unfinished floor of the apartment area of the Dearborn Park/801 South Plymouth Court Building Complex and lying within the boundaries, projected vertically, of a TRACT of land described as follows: Lot 1, together with that part of Lot 2, lying North of a straight line drawn perpendicular to the West line of said Lots 1 and 2 at a point 155.33 feet (measured along said West line of Lot 2), North from the Southwest corner of said Lot 2, all in Block 1 in Dearborn Park Unit No. 1, being a Resubdivision of Sundry Lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO: All that part of vacated S. Plymouth Court lying West of and adjoining Lot 1 in Block 1 of Dearborn Park Unit No. 1, aforesaid, passed by ordinance by City Council, City of Chicago, January 14, 1982, and recorded in the Office of the Recorder, Cook County, Illinois, April 7, 1982, as Document No. 26195377, described as follows: Commencing at the Northeast corner of said heretofore described TRACT; thence West on the North line thereof, 8.0 feet; thence South parallel to the East line thereof, 13.50 feet to the place of beginning of the herein described APARTMENT PARCEL; thence South parallel to the East line of said TRACT, 47.09 feet; thence East at right angles, 2.85 feet; thence South at right angles, 14.14 feet; thence West at right angles, 2.85 feet; thence South at right angles, 43.80 feet; thence East at right angles, 2.85 feet; thence South at right angles, 28.24 feet; thence West at right angles, 2.85 feet; thence South at right angles, 110.90 feet to the Southeast corner of said APARTMENT PARCEL and a point 8.0 feet West of the East line and 136.49 feet North of the South line of said TRACT; thence West at right angles, 62.28 feet; thence North at right angles, 110.90 feet; thence West at right angles, 2.85 feet; thence North at right angles, 28.24 feet; thence East at right angles, 2.85 feet; thence North at right angles, 42.75 feet; thence West at right angles, 20.74 feet; thence South at right angles, 2.85 feet; thence West at right angles, 28.24 feet; thence North at right angles, 2.85 feet; thence West at right angles, 88.94 feet to a point 15.0 feet East of the West line of said TRACT; thence North parallel to the West line of said TRACT, 62.28 feet to a point 13.63 feet South of the North line of said TRACT; thence East on a line that if extended would intersect the East line of said TRACT at a point 13.50 feet South of the Northeast corner of said TRACT, a distance of 88.94 feet; thence North at right angles, 2.85 feet; thence East at right angles, 28.24 feet; thence South at right angles, 2.85 feet; thence East at right angles, 83.02 feet to the place of beginning.

ALSO: That part of the property and space extending downward from a horizontal plane with an elevation of plus 26.00 feet, Chicago City Datum, said horizontal plane being at the bottom surface of a structural concrete slab, and lying within the boundaries, projected vertically, of the heretofore described TRACT, described as follows: Commencing at the Northeast corner of said heretofore described TRACT; thence West on the North line of said TRACT, 41.45 feet; thence South parallel to the East line of said TRACT, 33.43 feet to the place of beginning of the herein described parcel; thence South parallel to the East line of said TRACT, 46.17 feet; thence West at right angles, 28.00 feet; thence North at right angles, 43.82 feet; thence West at right angles, 0.55 feet; thence North at right angles, 2.35 feet; thence East at right angles, 28.55 feet to the place of beginning.

EXHIBIT E

MASTER PARCEL

Lot 1, together with that part of Lot 2, lying North of a straight line drawn perpendicular to the West line of said Lots 1 and 2 at a point 155.33 feet (measured along said West line of Lot 2), North from the Southwest corner of said Lot 2, all in Block 1 in Dearborn Park Unit No. 1, being a Resubdivision of Sundry Lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. ALSO: All that part of vacated S. Plymouth Court, lying West of and adjoining Lot 1 in Block 1 of Dearborn Park Unit No. 1, aforesaid, passed by ordinance by City Council, City of Chicago, January 14, 1982 and recorded in the Office of the Recorder, Cook County, Illinois, April 7, 1982, as Document No. 26195377.

EXCEPT FROM SAID PARCEL THE FOLLOWING DESCRIBED CONDOMINIUMS:

801 South Plymouth Court Garage Condominium

That part of the property and space extending downward from a horizontal plane with an elevation of plus 26.00 feet, Chicago City Datum, said horizontal plane being at the bottom surface of a structural concrete slab, and lying within the boundaries, projected vertically, of a TRACT of land described as follows: Lot 1, together with that part of Lot 2, lying North of a straight line drawn perpendicular to the West line of said Lots 1 and 2 at a point 155.33 feet (measured along said West line of Lot 2), North from the Southwest corner of said Lot 2, all in Block 1 in Dearborn Park Unit No. 1, being a Resubdivision of Sundry Lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO: All that part of vacated S. Plymouth Court lying West of and adjoining Lot 1 in Block 1 of Dearborn Park Unit No. 1, aforesaid, passed by ordinance by City Council, City of Chicago, January 14, 1982 and recorded in the Office of the Recorder, Cook County, Illinois, April 7, 1982, as Document No. 26195377, described as follows: Commencing at the Northeast corner of said heretofore described TRACT; thence West on the North line thereof, 8.0 feet; thence South parallel to the East line thereof, 13.50 feet to the place of beginning of the herein described GARAGE PARCEL; thence South parallel to the East line of said TRACT, 244.17 feet to a point 136.49 feet North of the South line of said TRACT; thence West at right angles, 62.28 feet; thence North at right angles, 110.90 feet; thence West at right angles, 2.85 feet; thence North at right angles, 28.24 feet; thence East at right angles, 2.85 feet; thence North at right angles, 42.75 feet; thence West at right angles, 137.92 feet to a point 15.0 feet East of the West line of said TRACT; thence North parallel to the West line of said TRACT, 62.28 feet to a point 13.63 feet South of the North line of said TRACT; thence East, 200.20 feet to the place of beginning. Excepting from said GARAGE PARCEL that part of the APARTMENT PARCEL described as follows: Commencing at the Northeast corner of the heretofore described TRACT; thence West on the North line of said TRACT, 41.45 feet; thence South parallel to the East line of said TRACT, 33.43 feet to the place of beginning of the herein described exception; thence South parallel to the East line of said TRACT, 46.17 feet; thence West at right angles, 28.0 feet; thence North at right angles, 43.82 feet; thence West at right angles, 0.55 feet; thence North at right angles, 2.35 feet; thence East at right angles, 28.55 feet to the place of beginning of the herein described exception.

ALSO: That part of the property and space extending downward from said horizontal plane with an elevation of plus 26.00 feet, Chicago City Datum, which plane is the bottom surface of a structural concrete slab, and lies within the boundaries, projected vertically, of said heretofore described TRACT, described as follows: Commencing at the Southwest corner of said heretofore described TRACT; thence East on the South line thereof, 24.11 feet; thence North at right angles, 8.52 feet to the place of beginning of the herein described PARCEL; thence East, 190.34 feet to a point 8.16 feet North of the South line and 8.0 feet West of the East line of said TRACT; thence North parallel with the East line of said TRACT, 128.33 feet to the Northeast corner of said PARCEL; thence West at right angles, 43.72 feet, thence South at right angles, 86.13 feet; thence East at right angles, 1.95 feet; thence South at right angles, 19.35 feet; thence West at right angles, 18.80 feet; thence North at right angles, 20.75 feet; thence West at right angles, 75.62 feet; thence South at right angles, 20.75 feet; thence West at right angles, 12.70 feet; thence North at right angles, 19.35 feet; thence East at right angles, 1.95 feet; thence North at right angles, 156.80 feet; thence West at right angles, 43.50 feet to a point 24.00 feet East of the West line and 207.55 feet North of the South line of said TRACT; thence South, 199.00 feet to the place of beginning of the herein described PARCEL.

ALSO: That part of the property and space extending downward from a horizontal plane with an elevation of plus 24.40 feet, Chicago City Datum, said horizontal plane being at the bottom surface of a structural concrete slab, and lying within the boundaries, projected vertically, of said heretofore described TRACT, described as follows: Commencing at

a point 136.49 feet North of the South line and 8.0 feet West of the East line of said heretofore described TRACT; thence West perpendicular to the East line of said TRACT, 43.72 feet to the place of beginning of the herein described PARCEL; thence South at right angles, 86.13 feet; thence East at right angles, 1.95 feet; thence South at right angles, 19.35 feet; thence West at right angles, 18.80 feet; thence North at right angles, 20.75 feet; thence West at right angles, 75.62 feet; thence South at right angles, 20.75 feet; thence West at right angles, 12.70 feet; thence North at right angles, 19.35 feet; thence East at right angles, 1.95 feet; thence North at right angles, 156.80 feet; thence West at right angles, 43.50 feet; thence South at right angles, 52.37 feet along the West line of the TOWNHOME PARCEL; thence West at right angles, 24.03 feet to the West line of said TRACT; thence North on the West line of said TRACT, 163.63 feet to a point 75.91 feet South of the Northwest corner of said TRACT; thence East, 15.0 feet to the Southwest corner of the APARTMENT PARCEL, which point is 15.0 feet East of the West line and 75.91 feet South of the North line of said TRACT; thence East on the South line of said APARTMENT PARCEL, 137.92 feet; thence South at right angles, 42.75 feet; thence West at right angles, 2.85 feet; thence South at right angles, 28.24 feet; thence East at right angles, 2.85 feet; thence South at right angles, 110.90 feet; thence East at right angles, 18.56 feet to the place of beginning of the herein described PARCEL. ALSO: That part of the property and space extending downward from a horizontal plane with an elevation of plus 14.75 feet, Chicago City Datum, said horizontal plane being at the upper surface of a structural concrete slab, and lying within the boundaries, projected vertically, of the heretofore described TRACT, described as follows: Commencing at a point on the West line of the heretofore described TRACT, 8.57 feet North of the Southwest corner thereof; thence East, 24.11 feet to a point 8.52 feet North of the South line of said TRACT; thence North, 146.63 feet to a point 24.03 feet East of the West line of said TRACT; thence West at right angles, 24.03 feet to the West line of said TRACT; thence South on the West line, 146.58 feet to the place of beginning of the herein described PARCEL.

ALSO EXCEPT:

801 South Plymouth Court Apartment Condominium

That part of the property and space extending upward from a horizontal plane with an elevation of plus 26.67 feet, Chicago City Datum, said horizontal plane being at the top surface of a structural concrete slab and the unfinished floor of the apartment area of the Dearborn Park/801 South Plymouth Court Building Complex and lying within the boundaries, projected vertically, of a TRACT of land described as follows: Lot 1, together with that part of Lot 2, lying North of a straight line drawn perpendicular to the West line of said Lots 1 and 2 at a point 155.33 feet (measured along said West line of Lot 2), North from the Southwest corner of said Lot 2, all in Block 1 in Dearborn Park Unit No. 1, being a Resubdivision of Sundry Lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO: All that part of vacated S. Plymouth Court lying West of and adjoining Lot 1 in Block 1 of Dearborn Park Unit No. 1, aforesaid, passed by ordinance by City Council, City of Chicago, January 14, 1982, and recorded in the Office of the Recorder, Cook County, Illinois, April 7, 1982, as Document No. 26195377, described as follows: Commencing at the Northeast corner of said heretofore described TRACT; thence West on the North line thereof, 8.0 feet; thence South parallel to the East line thereof, 13.50 feet to the place of beginning of the herein described APARTMENT PARCEL; thence South parallel to the East line of said TRACT, 47.09 feet; thence East at right angles, 2.85 feet; thence South at right angles, 14.14 feet; thence West at right angles, 2.85 feet; thence South at right angles, 43.80 feet; thence East at right angles, 2.85 feet; thence South at right angles, 28.24 feet; thence West at right angles, 2.85 feet; thence South at right angles, 110.90 feet to the Southeast corner of said APARTMENT PARCEL and a point 8.0 feet West of the East line and 136.49 feet North of the South line of said TRACT; thence West at right angles, 62.28 feet; thence North at right angles, 110.90 feet; thence West at right angles, 2.85 feet; thence North at right angles, 28.24 feet; thence East at right angles, 2.85 feet; thence North at right angles, 42.75 feet; thence West at right angles, 20.74 feet; thence South at right angles, 2.85 feet; thence West at right angles, 28.24 feet; thence North at right angles, 2.85 feet; thence West at right angles, 88.94 feet to a point 15.0 feet East of the West line of said TRACT; thence North parallel to the West line of said TRACT, 62.28 feet to a point 13.63 feet South of the North line of said TRACT; thence East on a line that if extended would intersect the East line of said TRACT at a point 13.50 feet South of the Northeast corner of said TRACT, a distance of 88.94 feet; thence North at right angles, 2.85 feet; thence East at right angles, 28.24 feet; thence South at right angles, 2.85 feet; thence East at right angles, 83.02 feet to the place of beginning.

ALSO: That part of the property and space extending downward from a horizontal plane with an elevation of plus 26.00 feet, Chicago City Datum, said horizontal plane being at the bottom surface of a structural concrete slab, and lying within the boundaries, projected vertically, of the heretofore described TRACT, described as follows: Commencing at the Northeast corner of said heretofore described TRACT; thence West on the North line of said TRACT, 41.45 feet; thence South parallel to the East line of said TRACT, 33.43 feet to the place of beginning of the herein described parcel;

thence South parallel to the East line of said TRACT, 46.17 feet; thence West at right angles, 28.0 feet; thence North at right angles, 43.82 feet; thence West at right angles, 0.55 feet; thence North at right angles, 2.35 feet; thence East at right angles, 28.55 feet to the place of beginning.

AND ALSO EXCEPT:

801 South Plymouth Court Townhome Condominium

That part of the property and space extending upward from a horizontal plane with an elevation of plus 26.67 feet, Chicago City Datum, said horizontal plane being at the top surface of a structural concrete slab and the unfinished floor of the Townhomes area of the Dearborn Park/801 South Plymouth Court Building Complex, and lying within the boundaries, projected vertically, of a TRACT of land described as follows: Lot 1, together with that part of Lot 2, lying North of a straight line drawn perpendicular to the West line of said Lots 1 and 2 at a point 155.33 feet (measured along said West line of Lot 2), North from the Southwest corner of said Lot 2, all in Block 1 in Dearborn Park Unit No. 1, being a Resubdivision of Sundry Lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO: All that part of vacated S. Plymouth Court lying West of and adjoining Lot 1 in Block 1 of Dearborn Park Unit No. 1, aforesaid, passed by ordinance by City Council, City of Chicago, January 14, 1982 and recorded in the Office of the Recorder, Cook County, Illinois, April 7, 1982, as Document No. 26195377, described as follows: Commencing at the Southwest corner of said heretofore described TRACT; thence East on the South line thereof, 24.11 feet; thence North at right angles, 8.52 feet to the place of beginning of said TOWNHOME PARCEL; thence East, 190.34 feet to a point 8.16 feet North of the South line and 8.0 feet West of the East line of said TRACT; thence North parallel with the East line of said TRACT, 128.33 feet to the Northeast corner of said TOWNHOME PARCEL; thence West at right angles, 43.72 feet; thence South at right angles, 86.13 feet; thence East at right angles, 1.95 feet; thence South at right angles, 19.35 feet; thence West at right angles, 18.80 feet; thence North at right angles, 20.75 feet; thence West at right angles, 75.62 feet; thence South at right angles, 20.75 feet; thence West at right angles, 12.70 feet; thence North at right angles, 19.35 feet; thence East at right angles, 1.95 feet; thence North at right angles, 156.80 feet; thence West at right angles, 43.50 feet to a point 24.00 feet East of the West line and 207.52 feet North of the South line of said TRACT; thence South, 199.00 feet to the place of beginning.

ALSO: The property and space occupied by Bays lying between a horizontal plane of plus 28.67 feet and a horizontal plane of plus 34.32 feet, Chicago City Datum, and lying within the boundaries, projected vertically, of the heretofore described TRACT, bounded and described as follows: Commencing at the Southeast corner of the TOWNHOME PARCEL, which point is 8.0 feet West of the East line and 8.16 feet North of the South line of said TRACT; thence North on the East line of said TOWNHOME PARCEL, 35.30 feet to the Southwest corner of the 1st Bay; thence East at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Northwest corner of the 1st Bay; thence North on the East line of said TOWNHOME PARCEL, 10.50 feet to the Southwest corner of the 2nd Bay; thence East at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Northwest corner of the 2nd Bay; thence North on the East line of said TOWNHOME PARCEL, 2.0 feet to the Southwest corner of the 3rd Bay; thence East at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Northwest corner of the 3rd Bay; thence North on the East line of said TOWNHOME PARCEL, 19.00 feet to the Southwest corner of the 4th Bay; thence East at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Northwest corner of said 4th Bay; thence North on the East line of said TOWNHOME PARCEL, 2.0 feet to the Southwest corner of the 5th Bay; thence East at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Northwest corner of said 5th Bay; thence North on the East line of said TOWNHOME PARCEL, 18.50 feet to the Southwest corner of the 6th Bay; thence East at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Northwest corner of said 6th Bay; thence North on the East line of said TOWNHOME PARCEL, 0.53 feet to the Northeast corner of said TOWNHOME PARCEL; ALSO: Commencing at the Southeast corner of the aforesaid TOWNHOME PARCEL; thence West on the South line of said TOWNHOME PARCEL, 62.20 feet to the Northeast corner of the 7th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 7th Bay; thence West on the South line of said TOWNHOME PARCEL, 21.52 feet to the Northeast corner of the 8th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 8th Bay; thence West on the South line of said TOWNHOME PARCEL, 2.0 feet to the Northeast corner of the 9th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 9th Bay; thence West on the South line of said TOWNHOME PARCEL, 21.52 feet to the Northeast corner of the 10th Bay; thence South

at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 10th Bay; thence West on the South line of said TOWNHOME PARCEL, 56.10 feet to the Southwest corner of said TOWNHOME PARCEL; thence North on the West line of said TOWNHOME PARCEL, 35.30 feet to the Southeast corner of the 11th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 11th Bay.

ALSO: The property and space occupied by Bays lying between a horizontal plane of plus 37.97 feet and a horizontal plane of plus 43.62 feet, Chicago City Datum, and lying within the boundaries, projected vertically, of the heretofore described TRACT, bounded and described as follows: Commencing at the Southeast corner of the TOWNHOME PARCEL, aforesaid; thence West on the South line of said TOWNHOME PARCEL, 54.35 feet to the Northeast corner of the 12th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 12th Bay; thence West at right angles, 75.14 feet to the Northeast corner of the 13th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 13th Bay; thence West at right angles, 47.35 feet to the Southwest corner of said TOWNHOME PARCEL; thence North on the West line of said TOWNHOME PARCEL, 52.55 feet to the Southeast corner of the 14th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 14th Bay; thence North at right angles, 2.0 feet to the Southeast corner of the 15th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 15th Bay; thence North at right angles, 19.0 feet to the Southeast corner of the 16th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 16th Bay; thence North at right angles, 2.0 feet to the Southeast corner of the 17th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 17th Bay; thence North at right angles, 19.0 feet to the Southeast corner of the 18th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 18th Bay; thence North at right angles, 2.0 feet to the Southeast corner of the 19th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 19th Bay; thence North at right angles, 19.0 feet to the Southeast corner of the 20th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 20th Bay; thence North at right angles, 2.0 feet to the Southeast corner of the 21st Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 21st Bay; thence North at right angles, 27.45 feet to the Northwest corner of said TOWNHOME PARCEL; thence East on the North line of said TOWNHOME PARCEL, 43.50 feet to a PARCEL corner; thence South at right angles on a PARCEL line, 10.05 feet to the Northwest corner of the 22nd Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 22nd Bay; thence South at right angles, 2.50 feet to the Northwest corner of the 23rd Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 23rd Bay; thence South at right angles, 18.50 feet to the Northwest corner of the 24th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of the 24th Bay; thence South at right angles, 2.50 feet to the Northwest corner of the 25th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 25th Bay; thence South at right angles, 18.50 feet to the Northwest corner of the 26th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 26th Bay; thence South at right angles, 2.50 feet to the Northwest corner of the 27th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 27th Bay; thence South at right angles, 18.50 feet to the Northwest corner of the 28th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 28th Bay; thence South at right angles, 2.50 feet to the Northwest corner of the 29th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 29th Bay; thence South at right angles, 18.50 feet to the Northwest corner of the 30th Bay; thence East at right angles, 1.75 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 30th Bay; thence South at right angles, 2.00 feet; thence West at right angles, 1.95 feet; thence South at right angles, 6.75 feet; thence West at right angles, 1.75 feet to the Southwest corner of said 31st Bay; thence East at right angles, 1.75 feet; thence South at right angles, 10.0 feet; thence East at right angles, 12.70 feet; thence North at right angles, 20.75 feet to a building corner; thence East at right angles, 10.30 feet to the Southwest corner of the 32nd Bay; thence North at right angles, 1.75 feet; thence East at right angles, 6.75 feet; thence South at right angles, 1.75 feet to the Southeast

corner of said 32nd Bay; thence East at right angles, 4.50 feet to the Southwest corner of the 33rd Bay; thence North at right angles, 1.75 feet; thence East at right angles, 6.75 feet; thence South at right angles, 1.75 feet to the Southeast corner of said 33rd Bay; thence East at right angles, 19.0 feet to the Southwest corner of the 34th Bay; thence North at right angles, 1.75 feet; thence East at right angles, 6.75 feet; thence South at right angles, 1.75 feet to the Southeast corner of said 34th Bay; thence East at right angles, 4.50 feet to the Southwest corner of the 35th Bay; thence North at right angles, 1.75 feet; thence East at right angles, 6.75 feet; thence South at right angles, 1.75 feet to the Southeast corner of said 35th Bay; thence East at right angles, 10.32 feet to a building corner; thence South at right angles, 20.75 feet; thence East at right angles, 18.80 feet; thence North at right angles, 10.0 feet to the Southeast corner of the 36th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 36th Bay; thence North at right angles, 2.60 feet; thence West at right angles, 1.95 feet to a building corner; thence North at right angles, 2.0 feet to the Southeast corner of the 37th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 37th Bay; thence North at right angles, 18.50 feet to the Southeast corner of the 38th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 38th Bay; thence North at right angles, 2.50 feet to the Southeast corner of the 39th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 39th Bay; thence North at right angles, 18.50 feet to the Southeast corner of the 40th Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 40th Bay; thence North at right angles, 2.50 feet to the Southeast corner of the 41st Bay; thence West at right angles, 1.75 feet; thence North at right angles, 6.75 feet; thence East at right angles, 1.75 feet to the Northeast corner of said 41st Bay; thence North at right angles, 8.38 feet to a building corner; EXCEPT FROM SAID TOWNHOME PARCEL the following described property and space: Commencing at the Southwest corner of said heretofore described TRACT; thence East on the South line thereof, 24.11 feet; thence North at right angles, 8.52 feet to the place of beginning of the herein described exception; thence East 11.95 feet to a point 36.06 feet East of the West line and 8.50 feet North of the South line of said TRACT; thence North at right angles, 21.20 feet; thence West at right angles, 11.95 feet; thence South at right angles, 21.20 feet to the place of beginning. ALSO EXCEPT FROM SAID TOWNHOUSE PARCEL the following described property and space: Commencing at the Southeast corner of said heretofore described TRACT; thence West on the South line thereof, 8.0 feet; thence North, 8.16 feet to a point 8.0 feet West of the East line of said TRACT; and the place of beginning of the herein described exception; thence North parallel with the East line of said TRACT, 21.20 feet; thence West at right angles, 18.45 feet; thence South at right angles, 21.20 feet; thence East at right angles, 18.45 feet to the place of beginning.

EXHIBIT F-1

LEGAL OF 899 COMMERCIAL

Units G-01 and G-02 in the 899 South Plymouth Court Condominium, as delineated on a survey of the following described real estate:

THE PART OF LOT 2 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN AND ADJOINING BLOCKS 127 TO 134, BOTH INCLUSIVE, IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 IN SAID BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 FOR A DISTANCE OF 155.33 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 222.45 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 155.86 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 222.15 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

which survey is attached as "Exhibit A-2" to the Declaration of Condominium recorded as Document 25722540 together with its undivided percentage interest in the common elements.

EXHIBIT F-2

GARBAGE DISPOSAL EASEMENT

The East 38.0 feet of the West 62.0 feet of the South 8.45 feet of the following described TRACT: Lot 1, together with that part of Lot 2, lying North of a straight line drawn perpendicular to the West line of said Lots 1 and 2 at a point 155.33 feet (measured along said West line of Lot 2), North from the Southwest corner of said Lot 2, all in Block 1 in Dearborn Park Unit No. 1, being a Resubdivision of Sundry Lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT G

MASTER EASEMENT

The West 100.0 feet of the East 140.0 feet lying South of a line running from a point on the West line of the East 140.0 feet, 8.41 feet North of the South line, to a point on the West line of the East 40.0 feet, 8.22 feet North of the South line of the following described TRACT: Lot 1, together with that part of Lot 2, lying North of a straight line drawn perpendicular to the West line of said Lots 1 and 2 at a point 155.33 feet (measured along said West line of Lot 2), North from the Southwest corner of said Lot 2, all in Block 1 in Dearborn Park Unit No. 1, being a Resubdivision of Sundry Lots and vacated streets and alleys in and adjoining Blocks 127 to 134, both inclusive, in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, excepting from said TRACT, the property and space occupied by Bays lying between a horizontal plane of plus 28.67 feet and a horizontal plane of plus 34.32 feet, Chicago City Datum, and lying within the boundaries, projected vertically, of the heretofore described TRACT, bounded and described as follows: Commencing at the Southeast corner of the TOWNHOME PARCEL, which point is 8.0 feet West of the East line and 8.16 feet North of the South line of said TRACT; thence West on the South line of said TOWNHOME PARCEL, 62.20 feet to the Northeast corner of the 7th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 7th Bay; thence West on the South line of said TOWNHOME PARCEL, 21.52 feet to the Northeast corner of the 8th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 8th Bay; thence West on the South line of said TOWNHOME PARCEL, 2.0 feet to the Northeast corner of the 9th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 9th Bay; thence West on the South line of said TOWNHOME PARCEL, 21.52 feet to the Northeast corner of the 10th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 10th Bay; thence West on the South line of said TOWNHOME PARCEL, 56.10 feet to the Southwest corner of said TOWNHOME PARCEL, which point is 24.11 feet East of the West line and 8.52 feet North of the South line of said TRACT.

ALSO: EXCEPT the property and space occupied by a Bay lying between a horizontal plane of plus 37.97 feet and a horizontal plane of plus 43.62 feet, Chicago City Datum, and lying within the boundaries, projected vertically, of the heretofore described TRACT, bounded and described as follows: Commencing at the Southeast corner of the TOWNHOME PARCEL, aforesaid; thence West on the South line of said TOWNHOME PARCEL, 54.35 feet to the Northeast corner of the 12th Bay; thence South at right angles, 1.75 feet; thence West at right angles, 6.75 feet; thence North at right angles, 1.75 feet to the Northwest corner of said 12th Bay; thence West at right angles, to the Southwest corner of said TOWNHOME PARCEL, aforesaid.

EXHIBIT I

The 899 South Plymouth Court Condominium, as delineated on a survey of the following described real estate:

THE PART OF LOT 2 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN AND ADJOINING BLOCKS 127 TO 134, BOTH INCLUSIVE, IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 IN SAID BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 FOR A DISTANCE OF 155.33 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 90 DEGREES TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 222.45 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 155.86 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 222.15 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

which survey is attached as "Exhibit A-2" to the Declaration of Condominium recorded as Document 25722540 together with its undivided percentage interest in the common elements.

EXHIBIT J

STREET PROPERTY

That portion of South Plymouth Court, a public street, lying between the north line of West 9th Street and a line 153.33 feet north and parallel with the north line of West 9th Street.

ALSO: That portion of South Plymouth Court, a public street, lying within the area bounded by the center line of South Plymouth Court on the west, the east line of South Plymouth Court on the east, a line 153.99 feet north of and parallel to the north line of West 9th Street on the south, and a line 248.99 feet (+) or (-) north of a parallel to the north line of West 9th Street on the north.