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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
93042491 HAMMOND ENTERPRISE CENTER**

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THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Declaration") is made as of May 25, 1993 by Hammond Enterprise Center Limited Partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner and legal title holder of the Property (as such term is defined below); and

WHEREAS, Declarant desires to establish for its own benefit, and the mutual benefit of all future owners, mortgagees, tenants and occupants of the Property or any part thereof, mutually beneficial restrictions, obligations and easements with respect to the use, conduct and maintenance thereof.

NOW, THEREFORE, Declarant hereby declares that the Property shall be transferred, held, sold, conveyed and accepted subject to this Declaration. Declarant hereby further declares that the following covenants, restrictions, easements, conditions, burdens, uses, privileges, charges and liens shall: (1) exist at all times from and after the date of this Declaration amongst all parties having or acquiring any right, title or interest in any portion of the Property; (2) be binding upon and inure to the benefit of each Owner; and (3) run with the land subjected to this Declaration.



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**ARTICLE I
DEFINITIONS**

1.01. "Applicable Laws" shall mean the Zoning Ordinance and any other applicable laws, codes, ordinances and governmental rules and regulations, including any applicable building codes and environmental laws and regulations.

1.02. "Bonds" means any industrial development revenue bonds which have been or may hereafter be issued by the City or any other governmental authority for the purpose of financing the acquisition, construction or rehabilitation of any one or more Tracts and improvements located thereon.

1.03. "City" shall mean the City of Hammond, Indiana, its successors and assigns.

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James N. Antox
AUDITOR LAKE COUNTY

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1.04. "Common Facilities" shall mean any and all of the following located on the Property which serve or are used in connection with more than one Tract: roads, driveways, walks and any other areas used for ingress and egress; loading docks; railroad tracks and sidings; utilities, including all water and sanitary sewer lines and equipment, storm water drains, pipes, detention areas and surface drainage ways, and electrical and telecommunications conduits, lines, poles and equipment; walls, foundations, footings and other structural members (including all Party Walls); and all other improvements, facilities and equipment which serve or are used by more than one Tract; including, without limitation, all such Common Facilities shown on the Plat of Subdivision.

1.05. "Declarant" shall mean and refer to Hammond Enterprise Center Limited Partnership, an Illinois limited partnership and its successors and assigns.

1.06. "Default Interest Rate" shall mean a floating rate of interest per annum which is adjusted from time to time so that it is at all times equal to three percent (3.00%) above the rate of interest announced from time to time by The First National Bank of Chicago, or its successors and assigns ("FNB"), as its so-called "prime" or "base" rate or "reference" rate; or in the event that FNB ceases for any reason to announce such rate, another Chicago based national bank selected by Declarant.

1.07. "Environmental Laws" shall mean all federal, state and local environmental laws, and any rule or regulation promulgated thereunder and any order, standard, interim regulation, moratorium, policy or guideline of or pertaining to any federal, state or local government, department or agency, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Marine Protection, Research, and Sanctuaries Act, the National Environmental Policy Act, the Noise Control Act, the Safe Drinking Water Act, the Resource Conservation and Recovery Act, as amended ("RCRA"), the Hazardous Material Transportation Act, the Refuse Act, the Uranium Mill Tailings Radiation Control Act and the Atomic Energy Act and regulations of the Nuclear Regulatory Agency, and all state and local counterparts or related statutes, laws, regulations, and orders and treaties of the United States.

1.08. "Hazardous Materials" shall mean and include those substances defined in 42 U.S.C. Sec. 9601(14) or any related or applicable federal, state or local statute, law, regulation or ordinance, pollutants or contaminants (as defined in 42 U.S.C. Sec.

9601(33), petroleum (including crude oil or any fraction thereof), any form of natural or synthetic gas, sludge (as defined in 42 U.S.C. Sec. 6903(26A)), radioactive substances, hazardous waste (as defined in 42 U.S.C. Sec. 6903(27)) and any other hazardous wastes, hazardous substances, contaminants or pollutants as defined or described in any of the Environmental Laws.

1.09. "Off-Site Facilities" shall mean any and all of the following located on the Property which serve or are used in connection with a single Tract but which are not located on such Tract: roads; driveways; sidewalks; parking areas; loading docks; railroad tracks and sidings; utilities, including all water and sanitary sewer lines and equipment, storm water drains, pipes, detention areas and surface drainage ways, and electrical and telecommunications conduits, lines, poles and equipment; walls, foundations, footings and other structural members; encroachments of improvements onto other Tracts, and all other improvements, facilities and equipment which serve or are used by a single Tract but which are not located on such Tract; including, without limitation, all such Off-Site Facilities shown on the Plat of Subdivision.

1.10. "Occupant" shall mean any person legally entitled to occupy and use any part or portion of a Tract (as hereinafter defined).

1.11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Tract.

1.12. "Owners Agreement" shall mean, collectively, the articles of incorporation, bylaws or any other agreement or document establishing or governing any Owners Association.

1.13. "Owners Association" shall mean any owners association formed as contemplated by the provisions of Article VII.

1.14. "Party Walls" shall mean any and all dividing walls which straddle a boundary line between Tracts and serve improvements on more than one Tract, and any related foundations, footings and other structural members.

1.15. "Person" shall mean a natural person, firm, corporation, partnership or any legal entity, public or private.

1.16. "Plat of Subdivision" shall mean the Plat of Subdivision for Hammond Enterprise Center recorded in the public records of Lake County, Indiana on in Plat Book 73, Page 36, as it may be amended, supplemented or resubdivided from time to time.

1.17. "Property" shall mean and refer to the real estate in Hammond, Lake County, Indiana, described in attached Exhibit A.

1.18. "Tract" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Tract Deed (as hereinafter defined) conveying such Tract. A Tract may also be established by Declarant by an instrument in writing executed, acknowledged and recorded by Declarant which designates a part of the Property as a Tract for the purposes of this Declaration. If two (2) or more Tracts are acquired by the same Owner in fee, such commonly owned Tracts may, subject to Applicable Laws, at the option of the Owner, be treated as a single Tract for the purposes of the covenants, conditions, restrictions and easements contained herein.

1.19. "Tract Deed" shall mean the deed from Declarant conveying a Tract to an Owner.

1.20. "Zoning Ordinance" shall mean the City's zoning ordinance and any related laws, rules or regulations, as amended from time to time.

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ARTICLE II

RESTRICTIONS GOVERNING USE AND IMPROVEMENTS

2.01. Improvements Generally. From and after the date of this Declaration, no improvements shall be constructed or erected on any portion of the Property unless such improvements comply with the provisions of this Declaration, the Zoning Ordinance and any other Applicable Laws. The preceding sentence notwithstanding, any improvements existing on the Property as of the date of this Declaration which do not comply with the provisions of this Article II shall not be required to be brought into compliance with the provisions of this Article II and may be maintained, repaired or restored to the extent allowed by Applicable Laws; provided, however, that the provisions of Sections 2.02, 2.03, 2.06, 2.10, 2.11, and 2.12 shall apply with respect to all such improvements.

2.02. Permitted Uses. Only the following uses shall be permitted on the Property: light industrial (including assembling, processing and jobbing), office, research, wholesaling, warehousing and any uses accessory to such permitted uses. All such uses shall comply with the Zoning Ordinance and any other Applicable Laws.

2.03. Prohibited Uses. No noxious or offensive trades, services or activities shall be conducted on any Tract nor shall anything be done on any Tract which (i) may be or become an unreasonable annoyance or nuisance to the Owner or Occupant of other Tracts by reasons of unsightliness or excessive emission of

fumes, odors, glare, vibration, gases, radiation, dust, waste, smoke or noise or (ii) would otherwise obstruct, prevent or unreasonably interfere with the use and enjoyment for their permitted purposes of any other Tract. Further, use of each Tract shall be subject to the restrictions set forth in Section 5.05(b) with respect to easements granted hereunder. Under no circumstances shall any portion of the Property be used as an auto-storage yard or for the manufacturing, storage or disposal of Hazardous Materials, explosives, flammables or similar dangerous products.

2.04. Setback and Height Restrictions. Except as provided in Section 2.01, all buildings or structures erected on any Tract shall comply with all building and setback restrictions and height limitations shown on the Plat of Subdivision, if any, or, unless a proper variance has been obtained, otherwise required under the Zoning Ordinance or any other Applicable Laws.

2.05. Off-Street Parking and Loading.

(a) Adequate off-street parking shall be provided by each Owner and Occupant for their agents, employees, licensees and invitees. Parking for any Tract may be provided on any other Tracts owned by the same Owner.

(b) All off-street parking, driveways, and loading areas shall be properly surfaced to control dust and properly graded to assure drainage.

2.06. Outside Storage. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any Tract outside of any building, except as first approved in writing by Declarant. Waste and rubbish storage facilities shall be properly screened and shall not be installed, constructed or utilized without the prior written consent of Declarant.

2.07. Bond Restrictions. With respect to any Tract financed with proceeds of Bonds, the Owner of such Tract, and Declarant to the extent within its powers and rights hereunder, shall do all things necessary or desirable in order to assure that the interest on such Bonds shall remain excludable from gross income for the purpose of computing federal income taxes under applicable law.

2.08. Design. All exterior design of and materials used for improvements on any Tract shall be compatible and in harmony with existing improvements on the Property and shall comply with the design standards set forth on attached Exhibit B.

2.09. Intentionally Omitted

2.10. On-Site Drainage. Each Owner shall provide, or cause to be provided, adequate drainage facilities for storm water runoff on its Tract. Construction or alteration of any drainage or detention facilities or construction of any new or additional improvements on any Tract which could affect storm water drainage on such Tract or from or onto adjacent Tracts shall be subject to Declarant's prior written approval as provided in Article III.

2.11. Signs. The following restrictions shall apply to any signage located upon the Property:

(a) Except as provided in Subparagraph (b) below, all signs shall conform with the written sign standards for the Property set forth on attached Exhibit C and with the Zoning Ordinance and all other Applicable Laws. Any sign erected without complying with the foregoing shall be removed within five (5) days of the receipt of written notice from Declarant demanding such removal.

(b) If otherwise permitted by Applicable Laws, temporary signs shall be permitted on the Property during construction and when a Tract is offered for sale or lease, provided that without Declarant's prior written consent, no such period shall extend for longer than one year.

(c) The provisions of this Section 2.11 shall not apply to (i) monuments, markers and signs erected for the purpose of decorations and/or identification of the whole of the Property, and (ii) Declarant's signs identifying the Property and offering Tracts for sale or lease.

2.12. Excavations and Grade Changes. No excavations shall be made and no sand, gravel or soil shall be removed from the Property except in connection with a grading plan approved as provided in Article III hereof.

3.01. Approval of Plans. No improvements shall be constructed, placed, altered, or replaced (other than pursuant to routine maintenance) on any Tract without the prior written approval of Declarant as set forth in this Article III. Approvals under this Article III shall not be arbitrarily or capriciously withheld, provided that such improvements comply with the applicable provisions of this Declaration, the Zoning Code and any other Applicable Laws.

3.02. Submissions to Declarant. To secure Declarant's approval, Owner or Occupant shall deliver to Declarant, in form reasonably satisfactory to Declarant, three (3) complete sets of the following (collectively, "Plans and Specifications"), as applicable in each case:

(a) A site plan showing, among other things, the location and dimension of all intended improvements including (i) building(s), (ii) other structures, (iii) motor vehicular parking areas and facilities, including the number, size and layout of parking spaces, (iv) loading and storage facilities and areas, (v) areas to be landscaped, (vi) signs, (vii) lighting fixtures, (viii) means of ingress and egress, (ix) curb cuts, (x) traffic patterns and (xi) drives and driveways;

(b) Drawings and specifications of all exterior surfaces, showing elevations, and including the color, quality and type of exterior construction materials;

(c) Grading and drainage plans including the location and elevation of all sanitary and storm sewer connections;

(d) Drawings showing the location of all utility connections;

(e) Drawings and specifications showing the location, type, style, size and candle power of all outdoor lighting fixtures;

(f) Drawings and design specifications of all proposed signs including the colors thereof and the quality and type of materials to be used and the manner of illumination;

(g) A description of the proposed use of improvements; and

(h) All such other information as may be reasonably required which will enable Declarant to determine the location, scale, design character, style and appearance of the intended improvements.

3.03. Time for Review of Plans and Specifications. Within thirty (30) days after submission of all required Plans and Specifications to Declarant, Declarant shall notify Owner in writing whether such Plans and Specifications are approved or disapproved. Any such disapproval shall set forth the reason or reasons for such disapproval. Should Declarant fail to approve or disapprove the Plans and Specifications in writing within such thirty (30) day period, Declarant shall be conclusively presumed to have approved the Plans and Specifications. No construction of the improvements provided for in the submitted Plans and Specifications

shall be commenced until the expiration of such thirty (30) day period or the receipt of Declarant's written approval of Plans and Specifications, whichever occurs first.

3.04. Time for Review of Revised Plans and Specifications. If Declarant disapproves of any part of the Plans and Specifications and so notifies the submitting Owner or Occupant within the time period provided above, such Person shall revise its Plans and Specifications to incorporate Declarant's required changes and shall deliver three (3) complete sets of revised Plans and Specifications to Declarant. Declarant shall have thirty (30) days after submission of such revised Plans and Specifications within which to review such revised Plans and Specifications to determine Owner's compliance with Declarant's required changes. Should Declarant fail to advise Owner in writing of whether or not such revised Plans and Specifications are in compliance with the required changes within the thirty (30) day period, then Declarant's approval shall be conclusively presumed to have been granted.

3.05. Changes in Approved Plans and Specifications. Owner shall secure the approval of Declarant to any material change or revision in approved Plans and Specifications in the manner provided in this Article for the approval of Plans and Specifications. Declarant shall endeavor to review such changes or revisions within a shorter period of time than the thirty (30) day period provided in Section 3.03 but shall not be required to do so. For purposes of this Declaration, any change which involves an increase or decrease in cost equal to or greater than \$50,000.00 shall be deemed material; provided, however, that other changes shall not be deemed immaterial simply by reason of the fact that the cost is less than \$50,000.00.

3.06. No Assumption of Liability. No such approval or disapproval by Declarant shall be deemed to be an assumption of responsibility or liability with respect to the Plans and Specifications; including, without limitation, responsibility for the content or accuracy of, or absence of defects in the Plans and Specifications. Neither Declarant, nor any Owners Association, nor any of their respective affiliates, partners, officers, agents, employees, successors or assigns (collectively, "Indemnitees") shall be liable to any Owner or to any other Person by reason of or in connection with the approval or disapproval or failure to approve any Plans and Specifications. Every Person who submits Plans and Specifications to Declarant for approval as herein provided, for itself, its successors and assigns and any Owner or Person claiming through it, by such submission waives and agrees to indemnify, defend and hold harmless each of the Indemnitees from and against any and all such liability or claimed liability.

3.07. Limited Exclusion of Public Improvements. Any portion of the Property or any rights therein and/or improvements thereon owned by the City or any public utility or other governmental entity for purposes of streets, drainage, water lines, storm and sanitary sewers and related appurtenances shall be excluded from the requirements of this Article III.

ARTICLE IV

MAINTENANCE

4.01. Obligation to Maintain Improvements.

(a) Each Owner shall at all times maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all improvements on its Tract (except for Off-Site Facilities used solely by another Tract), and all Off-Site Facilities which serve its Tract, so as to keep such improvements in a clean, sightly and safe condition consistent with their original intended use and appearance. Such maintenance shall include, but not be limited to: maintenance of all visible exterior surfaces of all buildings and other improvements; prompt removal of all snow and ice from paved areas; operation, maintenance, repair, replacement and removal of all storm water drainage facilities located on its Tract; repair, replacement, cleaning and relamping of all signs and lighting fixtures; and maintenance and replacing of all landscaping (including lawn mowing and trimming of shrubs and trees).

(b) Each Owner or Occupant shall remove at its own expense any rubbish or trash of any character which may accumulate on its Tract. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be subject to the requirements of Section 2.06 hereof. No burning of rubbish or trash shall be permitted at any time.

4.02. Repair and Maintenance of Party Walls. Each Owner, at its sole cost and expense, shall paint, clean, repair and otherwise maintain the interior surface of any Party Wall facing its respective Tract. Any Owner of a Tract which shares a Party Wall may repair and replace the Party Wall as necessary to ensure that such Party Wall remains structurally sound and all other Owners of Tracts which share such Party Wall shall contribute their proportionate share of the cost of such repair and replacement. As used in this Article IV, Owner's proportionate share shall be the proportion which the square foot area of the interior surface of such Party Wall on such Owner's Tract bears to the total square foot surface area of both sides of such wall.

4.03. Replacement of Damaged or Destroyed Improvements.

(a) If any improvement (other than any Party Wall or portion thereof) is damaged or destroyed, the Owner of the Tract upon which such improvement is located (or the Tract served by such improvement in the case of Off-Site Facilities) shall (i) promptly restore such improvement to the condition existing prior to such damage or destruction or (ii) raze and remove such improvement and grade and landscape the affected area pursuant to the Plans and Specifications approved as provided in Article III hereof; provided, however, that no Common Facility shall be razed or removed without the prior written consent of all Owners of Tracts served by such Common Facility.

(b) If any Party Wall (or portion thereof) is damaged or destroyed, any Owner of a Tract which shares such Party Wall may restore such Party Wall (or portion thereof abutting its Tract), at its sole cost and expense, provided that if any other Owner thereafter makes use of such restored Party Wall, such other Owner shall pay its proportionate share (as defined in Section 4.02) of the cost of such restoration. Following any damage or destruction, each Owner shall leave in place any Party Wall foundations and footings not damaged or destroyed. Any such foundations or footings may be removed only after all other Owners sharing use of such foundations and footings consent in writing or if the Party Wall or usable portion thereof (or any other improvements making use of such shared foundations and footings) is not restored within one year after such damage and destruction (or such restoration has not commenced within such one year period and is not completed within a reasonable time thereafter).

4.04. Variation by Agreement. The obligations and allocation of responsibilities set forth in this Declaration with respect to maintenance, repair, replacement and restoration of Common Facilities (including Party Walls) may be varied or altered by the provisions of any Owners Agreement or any other written agreement, as among the Owners which are parties to such agreement.

ARTICLE V

EASEMENTS

5.01. Maintenance and Enforcement. Declarant hereby creates and reserves perpetual, non-exclusive easements for ingress and egress over, under, across, in and upon the Property for the benefit of Declarant, its successors and assigns, agents and employees, to enter upon the Property for purposes of exercising the rights and remedies granted or reserved to Declarant pursuant to this Declaration and for purposes of performing any obligations of Declarant hereunder.

5.02. Common Facilities. Subject to the provisions of this Article V, Declarant hereby creates, grants and reserves perpetual non-exclusive easements for the benefit of Declarant and each Owner and their respective successors, assigns, agents and employees, over, across, upon and under all portions of the Property occupied by Common Facilities, for access to and construction, use, maintenance, and replacement of such Common Facilities for their intended purposes.

5.03. Off-Site Facilities. Subject to the provisions of this Article V, Declarant hereby creates, grants and reserves perpetual non-exclusive easements over, across, upon and under all portions of the Property occupied by Off-Site Facilities, in each case for the benefit of the Owner whose Tract is served by the respective Off-Site Facilities, and its successors, assigns, agents and employees, for access to and construction, use, maintenance and replacement of such Off-Site Facilities for their intended purposes. Without limiting the generality of the foregoing, such easements shall include the right on the part of each Owner of a Tract which shares a Party Wall to use such Party Wall below and above ground and along its whole length or any part thereof for the support of any building constructed on its Tract; provided that no Owner shall be entitled to use the top surface or structural members of any Party Wall to the exclusion of the use of any other Owners whose Tracts share such Party Wall.

5.04. Limitations for Sewer and Drainage Easements. The easements created hereunder for sanitary sewer and storm water drainage (whether Common Facilities or Off-Site Facilities) are subject to the following conditions:

(a) No such drainage shall result in water being discharged at a rate or in a volume in excess of that permitted by the design standards for the storm sewer and drainage system serving the Property and each Tract.

(b) No Owner shall cause or permit the flow or discharge into the sanitary sewer or storm sewer or drainage system for the Property of Hazardous Materials or any other substances (or any prohibited concentrations thereof) not permitted under Applicable Laws to be discharged into the public sanitary or storm sewer systems serving the Property.

5.05. Limitations for all Easements.

(a) The easements granted hereunder are non-exclusive and shall be used in such a manner so as not to obstruct, prevent or unreasonably interfere with the use and enjoyment for their intended purposes of such Easements by all other Persons entitled to use the same.

(b) No Owner shall cause or permit its Tract to be used in a manner which would obstruct, prevent or unreasonably interfere with the use and enjoyment for their intended purposes of any Common Facilities or Off-Site Facilities located on its Tract.

(c) Each Owner and Occupant and their respective successors, assigns, agents and employees shall have the right to use all portions of their respective Tracts occupied by Common Facilities and Off-Site Facilities for such other purposes permitted under this Declaration as do not materially and adversely interfere with and are not inconsistent with the use of such Common and Off-Site Facilities for their intended purposes.

5.06. Relocation of Easements. Declarant hereby reserves the right for each Owner to relocate from time to time, all or any portion of the Common Facilities (except for Party Walls) and Off-Site Facilities and Related easements located on such Owner's tract; provided that: (i) the easements and Facilities so relocated will be of substantially equivalent usefulness for their respective purposes; (ii) that such relocation does not unreasonably interrupt or interfere with the use of such Facilities and easements; and (iii) all costs incurred to effect such relocation shall be borne by such Owner.

5.07. Indemnification. For purposes of this Section 5.07, "Benefitted Tract" means any Tract which is served by or uses Off-Site Facilities and "Related Burdened Tract" means with respect to any such Benefitted Tract, any Tract upon which are located Off-Site Facilities which serve or are used for the Benefitted Tract. Each Owner of a Benefitted Tract ("Indemnifying Party"), agrees by acquiring title to such Benefitted Tract that it will indemnify, defend and hold harmless the Owners and Occupants of each Related Burdened Tract, and their respective partners, shareholders, affiliates, officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all loss, cost, liability, claim or damage resulting from the exercise by or on behalf of the Indemnifying Party of any of its rights under Section 5.03 or a failure to maintain any of such Off-Site Facilities in a safe condition. The foregoing notwithstanding, such indemnity shall not apply to the extent that any loss, cost, liability, claim or damage resulted, in whole or in part, from the negligence or wilful misconduct of any Indemnified Party. Nothing herein shall be deemed to abridge the rights of any Indemnifying Party to seek contribution where appropriate.

5.08. Additional Easements; Power of Attorney. The Declarant shall have the right and authority from time to time to grant easements, licenses, or concessions with regard to any portions or all of the Property for such uses and purposes as the Declarant deems to be in the best interests of the Owners or as may be necessary or appropriate for the use and enjoyment of each Tract

and any Common Facilities or Off-Site Facilities for the purposes intended or permitted hereunder, including, without limitation, the right to grant easements for utilities and similar and related purposes; provided, however that no such easement, license or concession shall materially interfere with the use and enjoyment for the purposes intended or permitted hereunder of any Tract, Common Facilities or Off-Site Facilities. Each Owner or other person by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Tract, shall be deemed to grant a power coupled with an interest to the Declarant, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements, licenses or concessions provided for in this Section 5.08.

ARTICLE VI

ENFORCEMENT

6.01. Declaration to Run With Land. The covenants, conditions, restrictions, uses, privileges, easements, charges and liens of this Declaration shall run with the land and be binding upon and inure to the benefit of Declarant, and each Owner of the Property or any part thereof, and their respective heirs, successors and assigns.

6.02. Power to Enforce Declaration. The right to enforce the provisions of this Declaration shall be vested in Declarant so long as it owns any part of the Property and in any Owner. Declarant may assign its rights hereunder to any affiliate of Declarant or any affiliate of any of Declarant's partners, and Declarant's rights hereunder shall be fully enforceable by such assignee whether or not such assignee owns any portion of the Property. Declarant may collaterally assign its rights hereunder to any lender providing financing in connection with the Property and in the event that any party succeeds to the interests of Declarant pursuant to any such collateral assignment, Declarant's rights hereunder shall be fully enforceable by such party whether or not such party owns any portion of the Property. Declarant may appoint an agent to exercise its rights and remedies hereunder and such agent shall have full power to exercise such remedies in the place of Declarant and any Person may rely on any consent or approval given by such agent in place of Declarant.

6.03. Remedies. Subject to any applicable grace or cure periods provided herein, a breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a proceeding in law or in equity against the party or parties breaching or attempting to breach the Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting

from such breach. A breach of this Declaration relating to the use or maintenance of a Tract or part thereof is hereby declared to be and constitutes a nuisance and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorneys' fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings.

6.04. Cumulative Remedies; Failure to Enforce Not a Waiver. All remedies provided under this Declaration including those at law or in equity shall be cumulative and not exclusive. The failure of a party having a right to enforce this Declaration to so act shall not be deemed a waiver of the right of any other party having such right nor a waiver with respect to any subsequent breach or the right to enforce any other provision of this Declaration. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

6.05. Owners Responsible for Occupants. Each Owner shall cause all of its agents, employees, licensees and invitees and all Occupants or other Person claiming by or through such Owner to comply with the terms of this Declaration. Without limiting the generality of the foregoing, any lease of all or any portion of a Tract executed on or after the date hereof, shall be made expressly subject to this Declaration and shall obligate the tenant thereunder to comply with all applicable restrictions set forth in this Declaration. So long as any Person remains an Owner hereunder, no assumption of or agreement to comply with any obligations of such Owner hereunder by any Occupants or other Person shall relieve such Owner of its obligations hereunder.

6.06. Right to Perform Obligations. In the event of a breach or failure to perform hereunder by any Owner (or Person claiming by or through such Owner or with respect to whom such Owner is responsible hereunder to cause compliance), such Owner shall cure or cause such breach or failure to be cured within 10 days after written notice to such Owner, or in the event such breach or failure cannot be cured within such 10-day period, within such longer period as may be reasonably required, but in no event longer than 90 days. If such Owner fails to cure or cause such breach to be cured within the period provided above, Declarant or any other Owner may cure or cause such cure. The defaulting Owner shall pay all costs incurred in curing or causing such cure immediately upon demand.

6.07. Personal Obligation and Creation of Lien. Each Owner by the acceptance of a Tract Deed, whether or not such obligation is expressed in such deed, for each Tract owned by each

Owner, together with Declarant, hereby covenants and agrees and shall be deemed to have covenanted and agreed to pay, all amounts required hereunder, together with interest thereon at the Default Interest Rate and the costs of collection, if any, including attorneys' fees, and all such amounts shall be charged as a continuing lien upon the Tract against which each charge is made and, in addition, shall be the personal obligation of the Owner of such Tract at the time the charge was incurred. Any such lien shall be effective upon recording of a notice thereof in the public records for real estate liens of the County in which the Property is located.

6.08. Liability of Beneficiaries of Land Trust. If title to a Tract is conveyed to a title-holding trust under the terms of which all the powers of management, operation and control of the trust remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for the payment of all amounts and performance of all obligations and observance of all requirements of the Owner of such Tract under this Declaration. No claim shall be made against any such title-holding trust or trustee personally for payment or performance of obligations hereunder and such trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such payment or obligation. The amount of any charge or lien imposed hereunder shall continue to be a charge or lien upon such Tract and the beneficiaries of such trust notwithstanding any transfer of the beneficial interest of any such trust or any transfer of title to such Tract.

6.09. Subordination of Lien to Mortgage. The recorded notice evidencing the lien for any charge provided in this Declaration shall be superior to all other liens, encumbrances and charges against the Tract, except only for liens securing payment of taxes, special assessments and special taxes levied by any political subdivision or municipal corporation or any state or federal taxes which by law are a lien against the interest of any such Owner prior to pre-existing recorded encumbrances, and provided further, that such lien shall be subordinate to the lien of a recorded bona fide security device encumbering such Tract, including a mortgage, trust deed or sale and leaseback, except for such amounts which become due and payable from and after the date on which the holder of such security device either (i) takes possession of said Tract, or (ii) accepts a conveyance of any interest therein other than as security, or (iii) files suit to foreclose its security device. Declarant shall have the power to subordinate the lien provided in the Declaration to any other lien. Such power shall be entirely discretionary with Declarant. Such subordination shall not relieve the Tract from the lien for any charges thereafter becoming due nor from the lien of any subsequent charges.

6.10. Rules and Regulations. Declarant shall have the right to adopt at any time and to modify or supplement from time to time, reasonable rules with respect to use and occupancy of the Property, including, without limitation, rules with respect to security, outdoor lighting, traffic and parking regulation and shared use of Common Facilities; provided, however, that such rules are not inconsistent with the provisions of this Declaration and provided further, that such rules do not unreasonably interfere with the use of any Tract as permitted hereunder.

ARTICLE VII

OWNERS ASSOCIATION

The Owners of all or any portion of the Property may establish an Owners Association for any lawful mutual purposes, including, to the extent provided in the applicable Owners Agreement, if any, for the purpose of maintaining and administering the Property, Common Facilities or Off-Site Facilities or portion thereof. Subject to the Owners Agreement, any Owners Association established to maintain and administer the Property, Common Facilities, Off-Site Facilities or portion thereof shall be vested with the power to enforce this Declaration and to exercise the rights and remedies of Declarant hereunder; provided, however, that so long as Declarant owns any portion of the Property, Declarant shall retain all such powers, rights and remedies and Declarant's powers, rights and remedies shall be paramount to those of any Owners Association and shall control in the event of any conflict in the exercise of such powers, rights and remedies.

ARTICLE VIII

MISCELLANEOUS SECTIONS

8.01. Term. This Declaration shall run for a term of thirty (30) years from the date this Declaration is recorded. After such term, this Declaration shall be automatically extended from year to year unless an instrument has been recorded, terminating this Declaration as provided in Section 8.02 hereof.

8.02. Amendment; Termination. This Declaration may be amended or terminated, by an instrument executed by the Owners of no less than seventy-five percent (75%) of the total acreage of the Property, provided: (a) Declarant's written consent thereto shall be required to any amendment or termination for so long as Declarant owns any portion of the Property; (b) no amendment shall in any manner increase the obligations or adversely affect any rights of any Owner without the consent of such Owner; (c) no amendment shall adversely affect the rights of a holder of a

security device as described in Section 6.09 without such holder's consent; (d) Declarant may amend or terminate the Declaration at any time, prior to the initial conveyance of title to any portion of the Property; and (e) Declarant may amend the Declaration, at any time, to make any changes required by Applicable Laws or subject to (b) and (c) above, any changes reasonably required by any institutional lender providing financing for or in connection with the Property. All amendments and any termination shall become effective when recorded in the public deed records for the County in which the Property is located. Notwithstanding the termination of this Declaration (by expiration of its term, or otherwise), the easements granted or reserved hereunder shall be perpetual, provided however, that any such easement may be terminated by unanimous written agreement of the Owners of all Tracts benefitted by such easement and provided that Declarant's written consent shall be required for any such termination for so long as Declarant owns any portion of the Property.

8.03. Right to Add Additional Property. Declarant may at any time within twenty (20) years from the date of this Declaration make other properties now or hereafter owned by Declarant adjacent to or within one thousand (1,000) feet of the perimeter of the Property subject to this Declaration by executing an instrument in writing expressly extending the application of the Declaration to such other properties and by recording such instrument in the public deed records of the County, in which the Property is located. The term "Property" as used herein shall mean and include not only the Property described in Exhibit A hereto, but also any such additional property.

8.04. Not a Public Dedication. Nothing herein contained shall be deemed to be a grant or dedication of any portion of the Property to the general public or for the general public or for any public proposes whatsoever, it being the intention of this Declaration that this Declaration shall be strictly limited to and for the parties described herein.

8.05. Compliance with Law. Each Owner shall at all times comply with all Applicable Laws, and with the applicable regulations of the local fire insurance rating organization having jurisdiction or any other organization or board exercising a similar function with respect to the construction, maintenance, operation and use of such Owner's Tract or improvements thereon.

8.06. Severability. If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding provided that in such event Declarant and all of the then Owners of the Property shall to the fullest extent possible modify such covenant, condition or term to the extent

required to carry out the general intention of this Declaration and to impart validity to such covenant, condition or term.

8.07. Owner's Liability. From and after the conveyance of a Tract (whether by deed, deed in lieu of foreclosure or foreclosure), the prior Owner shall have no further liability or obligations with respect to such Tract which accrue after the date of the recording of the conveyance and the successor Owner shall have no personal liability by reason of such conveyance for the acts or omissions of its predecessor; provided, however, that nothing herein contained shall be construed so as to relieve the Tract of any lien arising by reason of such liability or the prior Owner of such Tract from any liabilities or obligations incurred under this Declaration prior to such recording. The foregoing notwithstanding, any Tract conveyed by deed in lieu of foreclosure shall not be subject to any lien hereunder which is subordinate to the lien with respect to which such deed in lieu of foreclosure is made.

8.08. Delay in Performance -- Force Majeure. If the performance of any act or obligation under this Declaration is prevented or delayed by an act of God, fire, earthquake, flood, underground collapse, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor union, condemnation, threatened condemnation, requisitions, laws, orders of government or civil or military or naval authorities or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of the person required to perform such act or obligation, then such person shall be excused from the performance of such act or obligation for so long as such person is so prevented or delayed by reason thereof. This force majeure provision shall apply to Declarant's and each Owner's obligations hereunder except those that require the payment of money.

8.09. Rule against Perpetuities. If and to the extent that any of the covenants herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Joseph and Rose Kennedy, living at the date of this Declaration.

8.10. Notices. Any notices required to be sent under the provisions of this Declaration shall be deemed to have been

received: if sent by personal delivery, when delivered; if sent by courier guarantying next business day delivery, on the next business day; or if mailed, two (2) days after being deposited in the U.S. mails, by registered or certified mail, return receipt requested, postage prepaid; in each case addressed as follows:

(a) If to any Owner, to the address of such Owner specified in the Tract Deed, if any, or if no such address is specified, to the address of the Owner at the Property; or

(b) If to Declarant:

Hammond Enterprise Center Limited Partnership
c/o The Prime Group, Inc.
77 West Wacker Drive, Suite 3900
Chicago, Illinois 60601
Attention: Division Head-Industrial Division

with a copy to:

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the Lake County Recorder!
Robert J. Rudnik, Esq.
The Prime Group, Inc.
77 West Wacker Drive, Suite 3900
Chicago, Illinois 60601

or to such alternative or additional addresses as Declarant or any Owner may direct by written notice from time to time.

8.11. Binding Effect of Declaration. All of the 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 interests in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. 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, mortgages 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 such documents.

8.12. Captions. The title, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

8.13. Governing Law. This Declaration shall be construed and applied in accordance with the laws of the State of Indiana.

[Signatures on following page.]



IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

DECLARANT:

HAMMOND ENTERPRISE CENTER LIMITED PARTNERSHIP, an Illinois limited partnership

By: THE PRIME GROUP, INC., an Illinois corporation, its Managing General Partner

By: 
James G. Martelli
Senior Vice President



THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

John Chafer Huff, Esq.
The Prime Group, Inc.
77 West Wacker Drive, Suite 3900
Chicago, Illinois 60601

STATE OF Illinois)
COUNTY OF Cook)

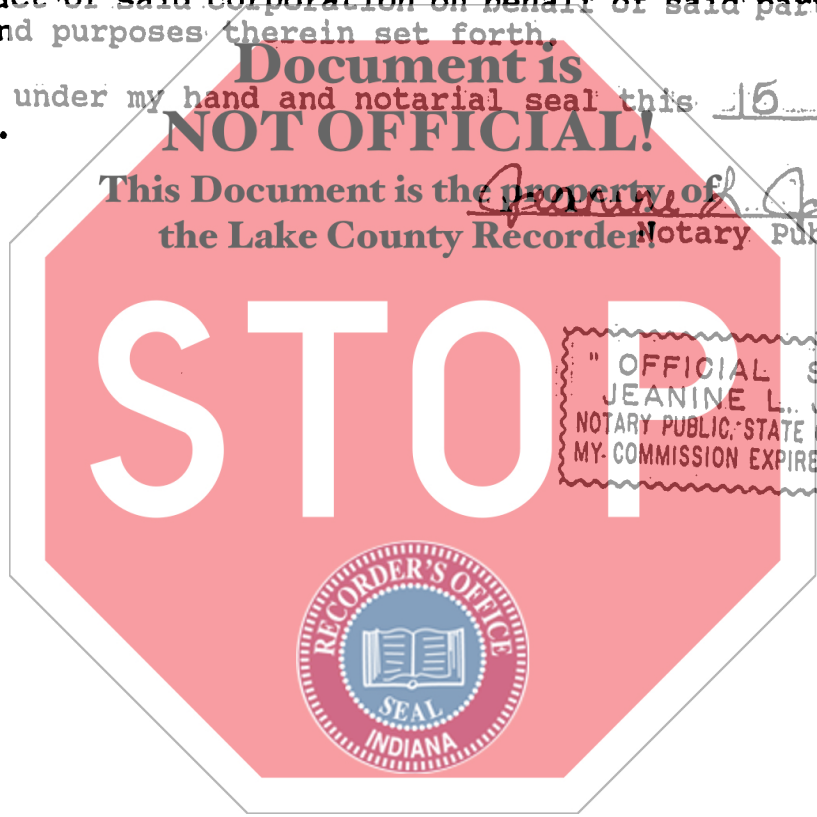
)
) SS.

I, Jeanine L. Jenig, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that James G. Martell, the Senior Vice President of The Prime Group, Inc., an Illinois corporation, Managing General Partner of Hammond Enterprise Center Limited Partnership who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of June, 1993.

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This Document is the property of Jeanine L. Jenig
the Lake County Recorder Notary Public



" OFFICIAL SEAL "
JEANINE L. JENIG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/25/95

EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

LEGAL DESCRIPTION OF THE PROPERTY

358-1-4

Lots A-1, A-2, A-3 and A-4 (and the vacated South 10 feet of Gostlin Street Adjoining Lots A-2, A-3 and A-4), Hammond Enterprise Center, to the City of Hammond, as shown in Plat Book 73, Page 36, in Lake County, Indiana.



EXHIBIT B

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

DESIGN STANDARDS

1. The architectural treatment on the side of any building facing a street shall be one or more of the following:
 - (a) Face brick.
 - (b) Architectural pre-cast concrete panel.
 - (c) Pre-finished curtain wall construction in conjunction with face brick.
 - (d) Other materials when approved by Declarant in writing.
2. All buildings shall be constructed so as to screen all electrical and mechanical equipment on the roof or to screen all such equipment mounted at ground level by screening approved by Declarant.
3. Any building constructed on a Tract shall be of masonry or steel construction.



EXHIBIT C

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

SIGN STANDARDS

No sign shall be located on any Tract which:

- (a) Advertises businesses or products other than those sold, manufactured or warehoused on such Tract.
- (b) Makes use of any flashing, pulsating or rotating light or lights.
- (c) Is located on a rooftop.
- (d) Violates any Applicable Laws.

