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Cook County Recorder 69.00

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Brian Meltzer
MELTZER, PURTILL & STELLE
1515 East Woodfield Road
Suite 250
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07/25/00

CROSS EASEMENT AND COST SHARING AGREEMENT

25

Re: Village Green

This Cross Easement and Cost Sharing Agreement is made and entered into between Campbell Development, L.L.C., an Illinois limited liability company ("Campbell Building Developer"), Village Green, L.L.C., an Illinois limited liability company ("Vail Building Developer") and Village Green, L.L.C., an Illinois limited liability company ("Wing Street Building Developer").

RECITALS

The Vail Building Developer is the legal title holder of the real estate which is legally described in Exhibit A hereto and designated as the "Vail Building Parcel". The Campbell Building Developer is the legal title holder of the real estate which is legally described in Exhibit A hereto and designated as the "Campbell Building Parcel". The Wing Street Building Developer is the legal title holder of the real estate which is legally described as Exhibit A hereto and designated as the "Wing Street Building Parcel". The Vail Building Developer is constructing a building on the Vail Building Parcel (the "Vail Building") and the Campbell Building Developer is constructing a building on the Campbell Building Parcel (the "Campbell Building"). The Wing Street Building Developer plans to construct a building on the Wing Street Building Parcel (the "Wing Street Building"). For purposes hereof, the term "Village Green Development" shall mean all of the real estate described in Exhibit A hereto.

The Vail Building Developer will record a declaration (the "Vail Building Declaration") against the Vail Building Parcel and the Campbell Building Developer will record a declaration (the "Campbell Building Declaration") against the Campbell Building Parcel. The Vail Building Declaration will submit and subject some or all of the Vail Building to the Illinois Condominium Property Act (the "Act") as part of the Vail Building Condominium (the "Vail Avenue").

Condominium") and the Campbell Street Declaration will submit and subject some or all of the Campbell Street Building to the Act as part of Campbell Courte at Village Green Condominium (the "Campbell Street Condominium"). Each of the Campbell Building and the Vail Building will contain space intended for commercial uses which will not be part of a condominium ("Commercial Property"). For purposes hereof, the term "Village Green Condominium" shall refer to either the Vail Avenue Condominium, the Campbell Street Condominium or, where the context requires, either one or both of such condominiums.

Each Village Green Condominium will include, as part of the Common Elements of the condominium, a portion of an underground Garage which will serve both the Vail Building and the Campbell Building. The Garage will contain Garage Spaces and certain Shared Facilities. Each Garage Space, other than a Vail Easement Garage Space or a Campbell Easement Garage Space (defined below), will be assigned for the exclusive use of the Owner of a Unit in the condominium in which the Garage Space is located as a Limited Common Element. Each Vail Easement Garage Space will be assigned for the exclusive use of the owner of a Unit in the Vail Avenue Condominium and each Campbell Easement Garage Space will be assigned for the exclusive use of the owner of a Unit in the Campbell Street Condominium. In order to effectively operate and maintain the Garage, the Campbell Building Developer and the Vail Building Developer desire to establish and create certain cross easements of access and to provide a mechanism for maintaining and operating the Garage.

The owners and occupants of the Village Green Condominiums, the Commercial Property and the Wing Street Building, will share use of a surface parking area, walkways, open areas and other Shared Surface Areas located, or to be located, on the Village Green Development. The Campbell Building Developer, the Vail Building Developer and the Wing Street Building Developer desire to declare certain cross easements for use of the Shared Surface Areas and a mechanism for sharing the costs of maintaining the Shared Surface Areas.

The Village Green Condominiums will also share certain operating systems and other Shared Facilities which will serve both condominiums. The Campbell Building Developer and the Vail Building Developer desire to declare cross easements for the use of the Shared Facilities and a mechanism for sharing the cost of maintaining the Shared Facilities.

Accordingly, the Vail Building Developer, the Campbell Building Developer and the Wing Street Building Developer hereby declare and agree that the following covenants, conditions, restrictions and easements shall run with and bind the land and shall be binding on and inure to the benefit of each and every owner, from time to time, of a portion of the Vail Building Parcel, the Campbell Building Parcel and the Wing Street Building Parcel:

1. Defined Terms. For purposes hereof, the following terms shall have the meanings assigned to them below:

(a) Association. The Vail Condominium Association, the Campbell Courte Condominium Association or, if the context requires, either one or both of such Associations.

(b) Campbell Courte Condominium Association. The Illinois not for profit corporation which administers, or shall administer, the Campbell Courte at Village Green Condominium.

(c) Campbell Commercial Property Owner. The holder or holders of fee simple title to the Commercial Property on the Campbell Building Parcel.

(d) Garage. The portions of the Vail Building Parcel and the Campbell Building Parcel which are used as a garage for the parking of vehicles.

(e) Garage Space. A portion of the Garage which is intended to be used for the parking of a vehicle and which is designated as a Garage Space in either the Vail Building Declaration or the Campbell Building Declaration.

(f) Responsible Entity. Prior to such time as a building is constructed on the Wing Street Building Parcel and occupancy thereof is permitted by the Village of Arlington Heights, the Vail Condominium Association, the Vail Commercial Property Owner, the Campbell Courte Condominium Association and the Campbell Commercial Property Owner and, thereafter, the Vail Condominium Association, the Vail Commercial Property Owner, the Campbell Courte Condominium Association, the Campbell Commercial Property Owner, the Wing Street Building Responsible Entity and, if there is Commercial Property on the Wing Street Building Parcel which is not owned by the Wing Street Building Responsible Entity or not part of the condominium on the Wing Street Building Parcel, the Owner of such Commercial Property.

(g) Shared Facilities. Those portions of the Vail Building Parcel and the Campbell Building Parcel which are described, designated and/or listed as a "Shared Facility" in Exhibit B hereto, as Exhibit B may be amended or supplemented from time to time by the agreement of the Vail Condominium Association and the Campbell Courte Condominium Association. The Shared Facilities shall not be Shared Surface Areas hereunder.

(h) Shared Surface Areas. Those portions of the Vail Building Parcel and the Campbell Building Parcel which are located at ground level and which are described, delineated, designated or listed in Exhibit D attached hereto as "Shared Surface Areas", and, after construction of the Wing Street Building, those portions of the Wing Street Building Parcel which are located at ground level and which are landscaped or improved with walkways located outside of the Wing Street Building and are designated on Exhibit D as "Wing Street Building Parcel Proposed Shared Surface Area". The Shared Surface Areas shall not be Shared Facilities hereunder.

(i) Vail Condominium Association. The Illinois not for profit corporation which administers, or shall administer, the Vail Avenue Condominium.

(j) Vail Commercial Property Owner. The holder or holders of fee simple title to the Commercial Property on the Vail Building Parcel.

(k) Wing Street Building Responsible Entity. Either the owner of the Wing Street Building Parcel or, if the Wing Street Building Parcel or a substantial portion thereof is made part of a condominium, the condominium association which administers such condominium.

2. The Garage.

(a) Access Easement. The Campbell Building Developer and the Vail Building Developer each hereby grants a perpetual, non-exclusive easement for pedestrian and vehicular access over and across all portions of the Garage (including exits but excluding garage entry doors) and the driveway which furnishes access to the Garage, other than those portions thereof which are designated as Garage Spaces in the Campbell Building Declaration or the Vail Building Declaration, on the grantor's property for the benefit of, (i) each Owner of a Unit to which a Garage Space is assigned under the Campbell Building Declaration or the Vail Building Declaration and the tenants, guests and invitees of each such Owner and (ii) each Association, and such Association's directors, officers and agents. Without limiting the foregoing, each Association shall provide to each Owner of a Unit to which a Garage Space is assigned, including those Owners whose Units and Garage Spaces are in the other condominium, the same means of egress from the Garage as it makes available to Owners of Units in the condominium which it administers.

(b) Easement for Use of Vail Easement Garage Spaces. Certain Garage Spaces in the Common Elements of the Campbell Street Condominium shall be made available for use by Owners of Units in the Vail Avenue Condominium. The Campbell Building Developer hereby grants a perpetual, exclusive easement to the Vail Building Developer for the benefit of the Vail Building Parcel to use the Garage Spaces in the Campbell Building Parcel which are designated on Exhibit C hereto as "Vail Easement Garage Spaces". Upon the recording of the Campbell Building Declaration, the Vail Easement Garage Spaces shall become part of the Common Elements of the Campbell Courte Condominium as Garage Spaces. Upon the recording of the Vail Building Declaration, the easement granted hereunder with respect to the Vail Easement Garage Spaces shall become part of the Common Elements of the Vail Building Condominium. The Vail Building Developer shall have the right to assign to an Owner of a Unit in the Vail Avenue Condominium the right to use a Vail Easement Garage Space. The use of each Vail Easement Garage Space shall be subject to the rules and regulations adopted from time to time by the Campbell Courte Condominium Association with respect to Garage Spaces in the Campbell Street Condominium, which rules and regulations shall not differentiate between users of Vail Easement Garage Spaces and other Garage Spaces in the Campbell Street Condominium. The Association may, by a writing executed by both Associations and recorded, amend this Agreement to modify the provisions of this paragraph, including, without limitation, the easements herein granted with respect to the Vail Easement Garage Spaces.

(c) Easement for Use of Campbell Easement Garage Spaces. Certain Garage Spaces in the Common Elements of the Vail Avenue Condominium shall be made available for use by Owners of Units in the Campbell Street Condominium. The Vail Building Developer hereby grants a perpetual, exclusive easement to the Campbell Building Developer for the benefit of the Campbell Building Parcel to use the Garage Spaces in the Vail Building Parcel which are designated on Exhibit C hereto as "Campbell Easement Garage Spaces". Upon the recording of

the Vail Building Declaration, the Campbell Easement Garage Spaces shall become part of the Common Elements of the Vail Avenue Condominium as Garage Spaces. Upon the recording of the Campbell Building Declaration, the easement granted hereunder with respect to the Campbell Easement Garage Spaces shall become part of the Common Elements of the Campbell Building Condominium. The Campbell Building Developer shall have the right to assign to an Owner of a Unit in the Campbell Street Condominium the right to use a Campbell Easement Garage Space. The use of each Campbell Easement Garage Space shall be subject to the rules and regulations adopted from time to time by the Vail Condominium Association with respect to Garage Spaces in the Vail Avenue Condominium, which rules and regulations shall not differentiate between users of Campbell Easement Garage Spaces and other Garage Spaces in the Vail Avenue Condominium. The Association may, by a writing executed by both Associations and recorded, amend this Agreement to modify the provisions of this paragraph, including, without limitation, the easements herein granted with respect the Campbell Easement Garage Spaces.

(d) Encroachments. In the event that by reason of the construction, repair, reconstruction, settlement or shifting of the Vail Building or the Campbell Building, or any part thereof, a portion of a Garage Space in one condominium encroaches or may hereafter encroach upon the Common Elements of the other condominium, there shall be deemed to be, and there is hereby granted, a perpetual easement in favor of the Unit Owner to which the Garage Space is assigned for the use of the portion of the Garage Space which may encroach upon the Common Elements of the other condominium and to the Condominium Association of which such Unit Owner is a member for the maintenance thereof.

(e) Maintenance, Operation and Administration of the Garage. Each Association shall be responsible, at its expense, for maintaining those portions of the Garage which are Common Elements of the condominium administered by the Association and which are not Shared Facilities hereunder. Without limiting the foregoing, the Campbell Courte Condominium Association shall be responsible for maintaining the Vail Easement Garage Spaces without reimbursement from the Vail Condominium Association or the Unit Owners to which Vail Easement Garage Spaces are assigned and the Vail Condominium Association shall be responsible for maintaining the Campbell Easement Garage Spaces without reimbursement from the Campbell Courte Condominium Association or the Unit Owners to which Campbell Easement Garage Spaces are assigned. To the extent possible, the Associations shall work together to coordinate their maintenance efforts so that the Garage has a consistent appearance and level of maintenance, a temperature which at all times is at least 60° F (or such other temperature agreed to between the Associations) and a consistent means of ingress to and egress from the Garage (i.e. key cards or other similar technology). Each Association shall at all times comply with all applicable legal and building code requirements, including, without limitation, height requirements affecting access in the Garage to handicapped parking spaces. The Associations may jointly enter into contracts with providers of goods and services to the Garage including, without limitation, access technology, cleaning services, striping services, and patching or repaving services and the cost thereof shall be allocated as agreed between the Associations or, if no agreement is reached, one-half of the cost shall be paid by each Association.

(f) Liability Insurance. Each Association shall be responsible for obtaining liability insurance covering occurrences in the Garage; provided, that, the liability policy obtained by

each Association shall name the other Association, its members, directors, officers, agents and employees as additional insured parties or, alternatively, if available at commercially reasonable rates, the Associations may obtain a separate policy which names both Associations and their respective members, directors, officers, agents and employees as insured parties.

(g) Hazard Insurance. Each Association shall insure the portion of the Garage which is part of the Common Elements of the condominium which it administers under its hazard insurance policy and shall, to the extent available, include in such policy a waiver of subrogation against the other Association, its members, directors, officers, agents and employees and the Owners of Units in the other condominium and their tenants, guests and invitees.

3. Shared Facilities.

(a) Easement. The Campbell Building Developer and the Vail Building Developer each hereby grants a perpetual, non-exclusive easement for the use, maintenance, repair and replacement of the Shared Facilities on each grantor's respective Building Parcel, to and for the benefit of the other Building Parcel. Such easement shall be subject to the provisions hereof and the reasonable rules and regulations adopted from time to time by the Shared Facilities Committee (defined below).

(b) Shared Facilities Committee. The maintenance, repair and replacement of Shared Facilities shall be the joint responsibility of the Associations. Unless otherwise agreed between the Associations, the maintenance, repair, replacement and use of the Shared Facilities shall be administered by a committee consisting of four (4) members, two (2) of whom shall be appointed from time to time by each Association's Board of Directors (the "Shared Facilities Committee").

(c) Budget/Reimbursement of Costs. Unless otherwise agreed by the Associations, the Shared Facilities Committee shall prepare an annual budget for the anticipated costs of maintaining, repairing, replacing and insuring the Shared Facilities and building up and maintaining appropriate reserves for replacements of the Shared Facilities (the "Shared Facilities Expenses"). Unless otherwise agreed by the Associations, each Association shall be responsible for paying an equal share of the Shared Facilities Expenses. The Shared Facilities Committee shall establish procedures for paying or reimbursing the Associations for payment of Shared Facilities Expenses and for collecting, holding and disbursing reserves. If an Association shall fail or refuse to pay its share of the Shared Facility Expenses, the other Association shall have the right to bring an action against the delinquent Association for the amount thereof, plus interest at eighteen percent (18%) per annum, plus reasonable attorneys' fees and costs of collection.

(d) Maintenance. Unless otherwise determined by the Shared Facilities Committee, maintenance, repairs and replacements of those portions of the Shared Facilities which are located on the Vail Building Parcel shall be furnished by the Vail Condominium Association and those which are located on the Campbell Building Parcel shall be furnished by the Campbell Courte Condominium Association. Subject to procedures established by the Shared Facilities Committee, any expenses incurred by an Association to furnish any such work shall be reimbursed or paid as part of the Shared Facilities Expenses; provided, that, unless approved by the Shared Facilities Committee or performed to avoid or mitigate imminent damage to person or

property or performed to meet a requirement imposed by law, an expenditure not provided for, or in excess of what is provided for in the budget approved by the Shared Facilities Committee, shall not be a Shared Facilities Expense.

(e) Alterations. Alterations, additions or improvements to Shared Facilities shall be made only upon the prior approval of the Shared Facilities Committee. Unless otherwise agreed by the Associations, the cost of any such alterations, additions or improvements shall be shared equally by the Associations.

(f) Liability Insurance. Each Association shall be responsible for obtaining separate liability insurance covering occurrences in the Shared Facilities; provided, that, the liability policy obtained by each Association shall name the other Association, its members, directors, officers, agents and employees, and the owners of the Commercial Property and their tenants as additional insured parties, or alternatively, if available at commercially reasonable rates, the Associations may obtain a separate policy which names both Associations, the owners of the Commercial Property and their respective members, directors, officers, agents and employees as insured parties, in which case, unless otherwise agreed by the parties, the premiums shall be Shared Facilities Expenses.

(g) Hazard Insurance. Each Association shall insure the Shared Facilities which are part of the Common Elements of the condominium which it administers under its hazard insurance policy and shall, to the extent available, include in such policy a waiver of subrogation against the other Association, its members, directors, officers, agents and employees and the Owners of Units and Owners of Commercial Property and their tenants, guests and invitees.

(h) Water Service. Notwithstanding the foregoing and as noted on Exhibit "B", domestic cold water service for the Campbell Building and Vail Building shall be determined and paid as follows so long as the Vail Building has a water submeter as described herein. The Arlington Heights metered domestic cold water service account shall be placed in the name of the Campbell Courte Condominium Association. Promptly upon that Association's receipt of each water bill, it shall provide a copy to the Vail Condominium Association. Promptly on receipt, that Association shall determine its share of the bill and remit it to the Campbell Courte Condominium Association as follows. The Vail Building has been equipped with a water submeter for domestic water service. The Vail Condominium Association shall have readings from its water submeter taken and shall apply then current municipal water rates and tariffs to the readings to calculate its share of each water bill, and shall submit one or two (as that Association determines for its own purposes) remittance checks for the resulting amounts. If there are five (5) days or more left at the time the check(s) are made available for presentment prior to the due date for each such bill prior to the imposition of late fees and penalties, the check(s) shall be made payable to the Village of Arlington Heights (or its designated agent for collection) and the Campbell Courte Condominium Association shall make out one or two (as that Association determines for its own purposes) checks for the balance of the bill as its share and shall remit it with all checks to the Village of Arlington Heights (or its designated agent for collection) in time sufficient to avoid late fees and penalties. If there is less time than 5 days left before the bill's due date at the time the Vail Condominium Association's check(s) are made available for presentment, however, the Vail Condominium Association shall make its check(s) payable to the Campbell Courte Condominium Association, which shall be responsible for payment of the entire

water bill in time sufficient to avoid late fees and penalties. The costs and expenses of maintaining and repairing the Vail Building water submeter, and any water submeters installed by the Campbell Courte Condominium Association for similar purposes, shall be deemed Shared Facilities Expenses, but the capital costs of installation and replacement of water submeters shall be the obligation of the respective Association whose Building is submetered. In the event any water submeters are determined to be defective or tampered with, then in lieu of actual calculations as provided herein, the Associations shall determine their respective shares of each bill based upon the proportions paid most recently for a water bill when the water submeters were deemed to be accurate, so long as the commercial spaces of the Building(s) with the defective or tampered with water submeter(s) are devoted to the same or similar uses. If at that time there is a more water intensive use in the Building with the defective or tampered with water submeter, the Associations shall determine an appropriate surcharge due to such use until the applicable submeters are deemed again to be accurate. In the event any Responsible Entity installs submeters for any other public utility that is a Shared Facility, a comparable procedure shall be implemented as provided herein.

4. Shared Surface Area.

(a) Easement. A perpetual, non-exclusive easement for (i) pedestrian access over walkways on the Shared Surface Areas, (ii) vehicular access over and across driveways and parking areas on the Shared Surface Areas and (iii) the right to park on parking areas located on the Shared Surface Areas, is hereby declared for the benefit of, and granted to, each of the Associations, each Owner or occupant of a Unit in the Vail Avenue Condominium and the Campbell Street Condominium, the owner or occupant of each portion of the Commercial Property under the Vail Building Declaration and under the Campbell Building Declaration, and, subject as provided below, the owner or owners or occupant of the Wing Street Building Parcel and the Wing Street Building Responsible Entity, and their respective agents, employees, guests and invitees. Such uses shall be subject to reasonable rules and regulations adopted from time to time by the Shared Surface Areas Committee (defined below) which rules and regulations shall at all times comply with applicable ordinances and regulations of the Village of Arlington Heights and shall apply equally to, and shall not discriminate between or among, residents and guests of the Vail Avenue Condominium and the Campbell Street Condominium and occupants of the Commercial Property and their guests and invitees; provided, however, such rules may give priority to guests and invitees of the Commercial Property occupant during business hours and to residents during non business hours. The owner or owners or occupant of the Wing Street Building Parcel shall have the easements provided for in this paragraph only from and after such time as the Wing Street Building is constructed and occupancy thereof is permitted by the Village of Arlington Heights.

(b) Shared Surface Areas Committee. The maintenance, repair and replacement of Shared Surface Areas shall be the collective responsibility of the Responsible Entities. Unless otherwise agreed between the Responsible Entities, the maintenance, repair, replacement and use of the Shared Surface Areas shall be administered by a committee consisting of one (1) member appointed from time to time by each Responsible Entity (the "Shared Surface Areas Committee").

(c) Budget/Reimbursement of Costs. Unless otherwise agreed by all of the Responsible Entities, the Shared Surface Areas Committee shall prepare an annual budget for the anticipated costs of maintaining, repairing, replacing and insuring the Shared Surface Areas and building up and maintaining appropriate reserves for replacements of the Shared Surface Areas (the "Shared Surface Areas Expenses"). Unless otherwise agreed by all of the Responsible Entities, each Responsible Entity shall be responsible for paying an equal share of the Shared Surface Areas Expenses. The Shared Surface Areas Committee shall establish procedures for paying or reimbursing the Responsible Entities for payment of Shared Surface Areas Expenses and for collecting, holding and disbursing reserves. If a Responsible Entity shall fail or refuse to pay its share of the Shared Surface Areas Expenses each of the other Responsible Entities shall have the right to bring an action against the delinquent Responsible Entity for the amount thereof, plus interest at eighteen percent (18%) per annum, plus reasonable attorneys' fees and costs of collection.

(d) Maintenance. Unless otherwise determined by the Shared Surface Areas Committee, maintenance, repairs and replacements of those portions of the Shared Surface Areas which are located on the Vail Building Parcel shall be furnished by the Vail Condominium Association, those which are located on the Campbell Building Parcel shall be furnished by the Campbell Courte Condominium Association and those which are located on the Wing Street Building Parcel shall be furnished by the Wing Street Building Responsible Entity. Subject to procedures established by the Shared Surface Areas Committee, any expenses incurred by a Responsible Entity to furnish any such work shall be reimbursed or paid as part of the Shared Surface Areas Expenses; provided, that, unless approved by the Shared Surface Areas Committee or performed to avoid or mitigate imminent damage to person or property or performed to meet a requirement imposed by law, an expenditure not provided for, or in excess of what is provided for in the budget approved by the Shared Surface Areas Committee, shall not be a Shared Surface Areas Expense.

(e) Alterations. Alterations, additions or improvements to Shared Surface Areas shall only be made upon the prior approval of the Shared Surface Areas Committee. Unless otherwise agreed by all of the Responsible Entities, the cost of any such alterations, additions or improvements shall be shared equally by the Responsible Entities.

(f) Liability Insurance. Each Responsible Entity shall be responsible for obtaining separate liability insurance covering occurrences on the Shared Surface Areas which are maintained by such Responsible Entity; provided, that, the liability policy obtained by each Responsible Entity shall name the other Responsible Entities, and their respective members, directors, officers, agents and employees and the owners of portions of the Campbell Building Parcel, the Vail Building Parcel, and, if applicable, the Wing Street Building Parcel and their tenants as additional insured parties or, alternatively, if available at commercially reasonable rates, the Responsible Entities may obtain a policy which names all of such parties and their respective members, directors, officers, agents, employees and tenants as insured parties.

(g) Hazard Insurance. Each Responsible Entity shall insure the portion of the Shared Surface Areas which it administers under its hazard insurance policy and shall, to the extent available, include in such policy a waiver of subrogation against the other Responsible Entities and their respective members, directors, officers, agents and employees, and the owners of

portions of the Campbell Building Parcel, the Vail Building Parcel, and, if applicable, the Wing Street Building Parcel and their tenants.

5. Committees.

(a) In General. This Paragraph shall apply to each of the Shared Facilities Committee and the Shared Surface Areas Committee (each a "Committee"). Each member of a Committee from time to time hereunder shall be a "Member" hereunder.

(b) Meetings. Regular meetings of each Committee shall be held at such time and place as shall be determined by a majority of the Members of the Committee, but not less frequently and once each quarter.

(c) Special Meetings. Special meetings of a Committee may be called by at least one third (1/3) of the Members then serving.

(d) Notice of Committee Meetings. Except for emergencies, notice of each meeting of a Committee shall be mailed or personally delivered to each Committee Member at least seventy two (72) hours prior to the meeting.

(e) Conduct of Meetings. One Member of the Committee shall be designated the chairman and shall conduct the meetings. Another Member of the Committee shall be designated the secretary and shall record the minutes of each meeting.

(f) Quorum/Action. At least 50% of the Committee Members serving from time to time shall constitute a quorum for the transaction of business at any meeting of the Committee. Any action of the Committee may be taken upon the affirmative vote of a majority of the Committee Members present at a meeting at which a quorum is present.

6. Other Easements. A perpetual, exclusive easement is hereby declared for the benefit of each Association for the use, maintenance, repair and replacement of those portions of operating systems which serve the Village Green Condominium which is administered by the Association but which are located in the Common Elements of the other Village Green Condominium. Each Association shall defend, indemnify and hold the other Association harmless from any cost, loss or damage resulting from the exercise of its rights under this Paragraph.

7. Temporary Easement for Wing Street Developer. During initial construction of the Wing Street Building, the Wing Street Building Developer and its contractors, agents and employees shall have a temporary right and easement to come upon portions of the Vail Building Parcel and the Campbell Building Parcel, in the course of such construction, subject to the following conditions:

(a) Such access and use does not create an unreasonable nuisance to residents of the Campbell Building or the Vail Building;

(b) The parking area on the Shared Surface Areas shall not be used in connection with such construction as long as sales are ongoing for residences in the Campbell Building; and

(c) The Wing Street Building Developer, or its successor in interest to the Wing Street Building Parcel assumes full responsibility for, and shall indemnify and hold the Campbell Building Developer harmless from and against, any and all claims, demands, causes of action, judgments, liabilities, damages, fines, expenses and costs actually or directly suffered or incurred as a result of the negligence or willful misconduct of the Wing Street Building Developer or any of its contractors, employees or agents.

8. Self Help. If an Association or a Responsible Entity fails to maintain improvements required to be maintained hereunder by such Association or Responsible Entity in good condition and repair, then any other Association or Responsible Entity which is required to share in the cost of maintenance of any such improvement shall have the right to give written notice to the Association or Responsible Entity of such failure and if the Association or Responsible Entity does not cure such failure within thirty (30) days after the giving of such written notice, then the Association or Responsible Entity which gave such notice shall have the right to enter upon such improvements and perform necessary maintenance or repairs and the cost of such maintenance or repairs shall be either a Shared Facilities Expense or a Shared Surface Areas Expense hereunder, as applicable.

9. Amendment. Paragraphs 1 (other than (c), (f), (h), (j) and (k)), 2 and 3 and Exhibits B and C of this Agreement may only be amended by a writing executed by both Associations pursuant to authority granted by the Board of Directors of each Association. All other provisions of this Agreement may only be amended by a writing executed by both Associations, the Wing Street Building Responsible Entity and all owners of Commercial Property which is not part of a condominium.

10. Procedure Prior to Recording or Turnover. Prior to such time as the Vail Building Declaration is recorded and the initial meeting of the Owners of Units in the Vail Condominium Association is held, the rights, powers and obligations hereunder of the Vail Condominium Association shall be exercised by the Vail Building Developer. Prior to such time as the Campbell Building Declaration is recorded and the initial meeting of the Owners of Units in the Campbell Courte Condominium Association is held, the rights, powers and obligations of the Campbell Building Condominium Association shall be exercised by the Campbell Building Developer.

11. Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the living lawful descendants of George Bush, the former President of the United States at the time of Recording of this Declaration.

12. Severability. Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect any liens, charges, rights, benefits and privileges and other provisions of this Declaration, which shall remain in full force and effect.

13. Captions/Conflicts. The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

14. Binding Effect. The provisions hereof shall run with and bind the land and inure to the benefit of any owner of a portion of the Vail Building Parcel, the Campbell Building Parcel and, the Wing Street Building Parcel and shall bind and inure to the benefit of each Association and each Owner of a portion of the Commercial Property and their respective successors and assigns.

15. Enforcement. Enforcement of the provisions hereof may be by any interested party by a proceeding at law or in equity.

16. Notice. Any notice provided for or required hereunder shall be deemed given when mailed, postage prepaid, when transmitted by confirmed facsimile transmission and mailed, postage prepaid on the same day or when delivered personally or by private courier to a party at the address and/or fax number set forth below or at such other address and/or fax number designated by a party in proper notice to all other parties.

Dated: July 26, 2000

CAMPBELL BUILDING DEVELOPER:

CAMPBELL DEVELOPMENT, L.L.C.
By: Norwood Builders, Inc., it manager

By: Bruce J. Adreani
President

Address: 7458 North Harlem Avenue
Chicago, IL 60631

Fax No.: 773/775-4433

VAIL BUILDING DEVELOPER:

VILLAGE GREEN, L.L.C.

By: _____
B. Gregory Trapani, a manager

Address: 105 West Campbell Street
Arlington Heights, IL 60005

Fax No.: 847/577-3618

12. Severability. Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect any liens, charges, rights, benefits and privileges and other provisions of this Declaration, which shall remain in full force and effect.

13. Captions/Conflicts. The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

14. Binding Effect. The provisions hereof shall run with and bind the land and inure to the benefit of any owner of a portion of the Vail Building Parcel, the Campbell Building Parcel and, the Wing Street Building Parcel and shall bind and inure to the benefit of each Association and each Owner of a portion of the Commercial Property and their respective successors and assigns.

15. Enforcement. Enforcement of the provisions hereof may be by any interested party by a proceeding at law or in equity.

16. Notice. Any notice provided for or required hereunder shall be deemed given when mailed, postage prepaid, when transmitted by confirmed facsimile transmission and mailed, postage prepaid on the same day or when delivered personally or by private courier to a party at the address and/or fax number set forth below or at such other address and/or fax number designated by a party in proper notice to all other parties.

Dated: 7-27, 2000

CAMPBELL BUILDING DEVELOPER:

CAMPBELL DEVELOPMENT, L.L.C.
By: Norwood Builders, Inc., it manager


By: _____

Address: 7458 North Harlem Avenue
Chicago, IL 60631

Fax No.: 773/775-4433

VAIL BUILDING DEVELOPER:

VILLAGE GREEN, L.L.C.

By: 
B. Gregory Trapani, a manager

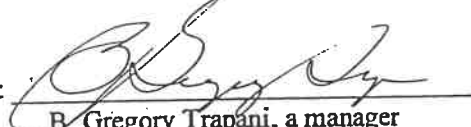
Address: 105 West Campbell Street
Arlington Heights, IL 60005

Fax No.: 847/577-3618

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WING STREET BUILDING DEVELOPER:

VILLAGE GREEN, L.L.C.

By: 
B. Gregory Trapani, a manager

Address: 105 West Campbell Street
Arlington Heights, IL 60005

Fax No.: 847/577-3618

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that B. Gregory Trapani, a manager of Village Green, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 27th day of July, 2000.



Wendy L. Kullas
Notary Public

CONSENT OF MORTGAGEE

PARKWAY BANK & TRUST CO., as holder of a mortgage dated June 15, 1999 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 22, 1999 as Document No. 99600283, respect to the Premises, hereby consents to the recording of this Cross Easement and Cost Sharing Agreement Re: Village Green ("Agreement"), to which this Consent is attached, and agrees that its mortgage shall be subject to the terms of this Agreement.

Dated: July 25, 2000.

PARKWAY BANK & TRUST CO.

By: Marianne L. Wagener
Its: Vice President

Attest: [Signature]
Title: Asst. Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Marianne Wagener and David F. Hyde III, the Vice President and Asst. Vice President, respectively, of Parkway Bank & Trust Co., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and seal this 25 day of July, 2000.

Monica Kucmierz
Notary Public



LIST OF EXHIBITS

- A Legal Descriptions
- B Shared Facilities
- C Easement Garage Spaces
- D Shared Surface Areas

EXHIBIT A

1. VAIL BUILDING PARCEL

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 24 IN THE TOWN OF DUNTON BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 89 DEGREES 21 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 24, 151.75 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 34 SECONDS EAST, 265.17 FEET TO THE NORTH LINE OF SAID BLOCK 24; THENCE SOUTH 89 DEGREES 21 MINUTES 53 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 24, 150.11 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SAID BLOCK 24; THENCE SOUTH 00 DEGREES 17 MINUTES 22 SECONDS WEST ALONG THE EAST LINE OF SAID BLOCK 24, 265.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

2. CAMPBELL BUILDING PARCEL

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 IN BLOCK 24 IN THE TOWN OF DUNTON BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 89 DEGREES 50 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF BLOCK 20 IN MINOR'S ADDITION TO DUNTON, BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30, 132.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 IN SAID BLOCK 20; THENCE NORTH 00 DEGREES 16 MINUTES 47 SECONDS EAST, 124.06 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 47 SECONDS EAST, 131.98 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 89 DEGREES 29 MINUTES 47 SECONDS EAST, 38.84 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 34 SECONDS EAST, 141.79 FEET TO THE NORTH LINE OF SAID BLOCK 24; THENCE SOUTH 89 DEGREES 21 MINUTES 53 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 24, 108.88 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 34 SECONDS WEST, 265.17 FEET TO THE SOUTH LINE OF SAID BLOCK 24; THENCE NORTH 89 DEGREES 21 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 24, 146.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

3. WING STREET BUILDING PARCEL

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 19 IN MINOR'S ADDITION TO DUNTON, BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 50 MINUTES 49 SECONDS WEST 69.04 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 47 SECONDS WEST, 132.55 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 20 SECONDS EAST, 201.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 53 SECONDS EAST, 39.76 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 34 SECONDS EAST, 141.79 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 47 SECONDS WEST, 38.84 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 47 SECONDS WEST, 131.98 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 47 SECONDS EAST, 8.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT BShared Facilities

The following shall be Shared Facilities:

| <u>Facility</u> | <u>Location</u> |
|---|--|
| Generator | Campbell - outside |
| Electrical distribution room for backup emergency power | Campbell - 1 st floor |
| Fire pump (in fire pump room) | Vail - basement |
| Fire control panels | One in each of Vail Lobby and Campbell Lobby |
| Water mains | Campbell |
| Sum pumps | Campbell (in Campbell parking space 124 floor) |
| HVAC | |
| Fresh air intakes | Vail east side |
| Exhausts | Campbell west side |
| Control joint along roof of garage along column line 16 | Between Vail and Campbell |

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EXHIBIT C
EASEMENT GARAGE SPACES

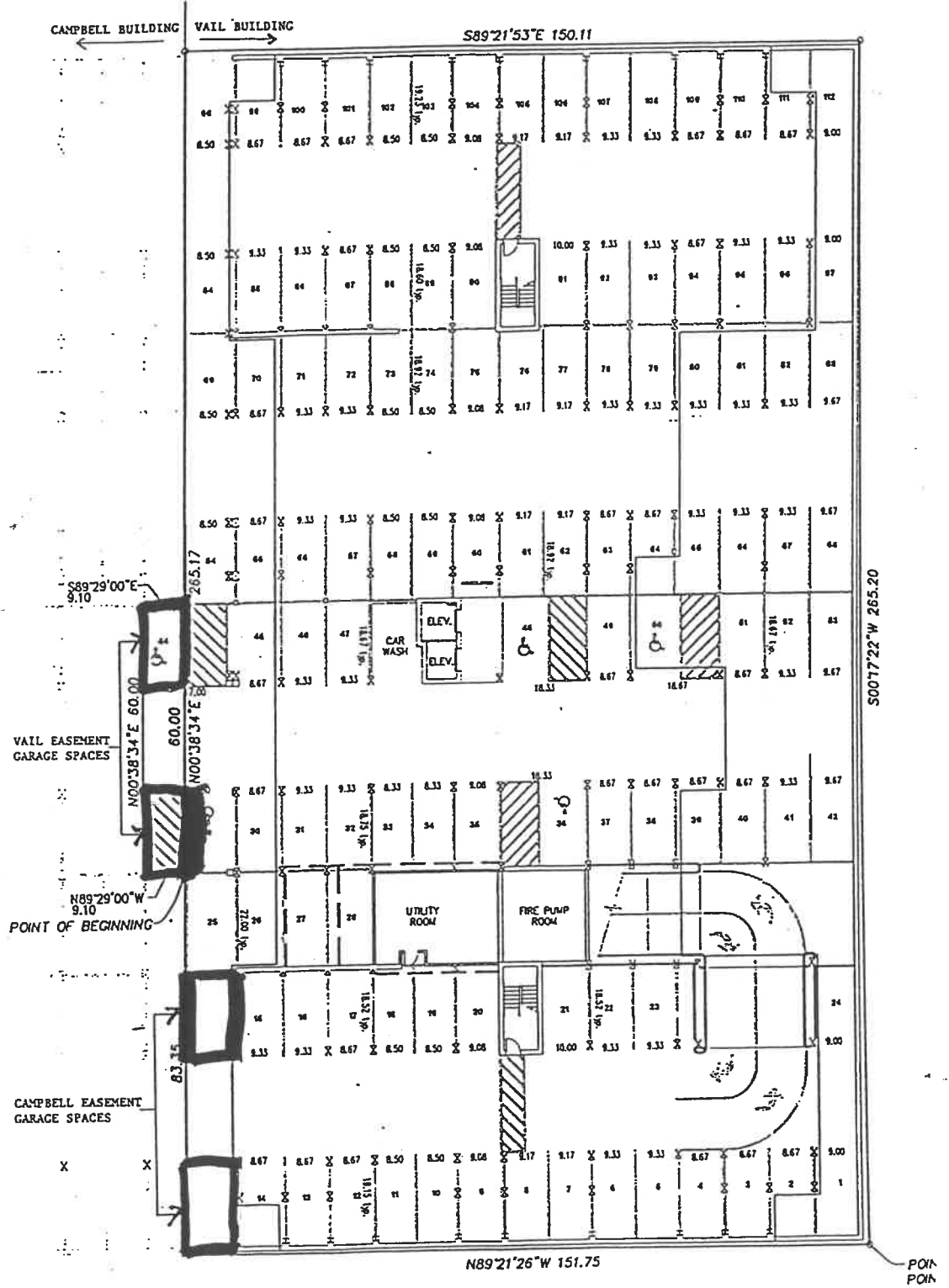


EXHIBIT D
SHARED SURFACE AREA

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Key I = Shared Surface Area
Key II = Wing Street Building Parcel Proposed Shared Surface Area

