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DECLARATION  
OF EASEMENTS, COVENANTS AND RESTRICTIONS RELATING  
TO  
MIRAMONTE POINTE CONDOMINIUM MASTER ASSOCIATION

THIS DECLARATION is made and entered into this 10th day of September, 1997 by PARKWAY BANK AND TRUST COMPANY, as Trustee under a Trust Agreement dated February 6, 1997 and known as Trust Number 11569, (hereinafter sometimes referred to as "the Trustee"):

WHEREAS the Trustee is the owner in fee simple of certain real estate (Parcel) in the Village of Palatine, County of Cook, and State of Illinois, described in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, the Developer desires to construct or cause to be constructed on the Parcel two (2) buildings containing apartment units together with various facilities designed for common use such as parking areas, lanes for egress and ingress; and

WHEREAS, the Trustee intends hereafter to record, with respect to one or more portions of the Parcel, one or more Declarations of Condominium pursuant to the terms of which the real estate described in any such Declaration of Condominium shall be submitted to the provisions of the Illinois Condominium Property Act (Act), subject to all of the terms, covenants, easements, restrictions, charges, and liens hereinafter in this instrument set forth; and

WHEREAS, the Developer shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation (Association) under the name of "Miramonte Pointe Condominium Master Association" to maintain and administer the common properties and facilities and administer and enforce the covenants and restrictions and collect and disburse the assessments and charges hereinafter created; and

WHEREAS, the Trustee desires and intends that the several unit owners, mortgagees, occupants, and other person hereafter acquiring any interest in the Parcel shall at times enjoy the benefits of and shall hold their interests subject to the rights, easements, terms, covenants, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of such property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of such property.

NOW, THEREFORE, the Trustee declares that the Parcel shall hereafter be held, transferred, conveyed, sold, occupied, mortgaged, and encumbered subject to the rights, easements, terms, covenants, restrictions, and liens hereinafter set forth, each and all of which shall attach to and constitute covenants running with the land.

## ARTICLE I

1. **DEFINITIONS.** As used herein, unless otherwise provided, the following words and terms shall have the following meanings:

- (a) **Common Properties.** That portion or portions of the Parcel described on Exhibit "B" which is attached hereto and made a part hereof.
- (b) **Single Condominiums.** That portion of the Parcel with respect to which a Declaration of Condominium executed by the Trustee is hereafter at any time recorded submitting such entire portion to the provisions of the Act.
- (c) **Unit.** A part of a building constructed on the Parcel containing one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for independent use as a single family dwelling. Units within a Single Condominium will be delineated on the Plat attached to the Declaration of Condominium with respect to such Single Condominium.
- (d) **Developer.** Wellington Partners, an Illinois Corporation, and its successors and assigns.
- (e) **Occupant.** A person or persons, other than an owner, in possession of one or more units.
- (f) **Owner.** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of any portion of the Parcel other than the Common Properties.
- (g) **Person.** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (h) **Record.** To record in the office of the Recorder of Cook County, Illinois.
- (i) **Board.** The Board of Directors of the Association.
- (j) **Member.** Each person or other entity who holds membership in the Association, as provided in the Bylaws.
- (k) **Bylaws.** The Bylaws of the Association, a copy of which is hereto attached, as amended from time to time.
- (l) **Plat.** The survey of the Parcel attached hereto as Exhibit "C".
- (m) **Recreational Area.** The green spaces and foot paths

and any other improvement or facility constructed or installed at any time by or for the Board or the Association on the Common Properties and intended for athletic, recreational or leisure activities.

(n) Voting Members. The duly elected Board of Managers of each underlying Condominium Association subject to the authority of the Board of Directors of Renaissance Master Association.

## ARTICLE II PROPERTY SUBJECT TO DECLARATION

### 1. Property Subject to this Declaration. Reserved Rights.

(a) The Parcel is subject to, and shall or may hereafter be held, transferred, conveyed, sold, occupied, mortgaged or encumbered, only subject to the rights, easements, terms, covenants, restrictions and liens set forth or provided for in this instrument.

(b) The Trustee reserves for the Developer the right to use any portion or portions of the Parcel not conveyed by the Trustee to a bona fide purchaser of a unit as they deem necessary in connection with the construction sale or rental of units being or to be constructed on the Parcel, including but not limited to parking for construction and sales personnel and prospective customers or tenants and storage of construction equipment, materials or supplies.

## ARTICLE III EASEMENTS, USE AND LIMITATIONS

### 1. Basements.

(a) The Trustee shall have the right at any time, or from time to time, to grant to Ameritech, Commonwealth Edison Company, Peoples Gas Company, The Village of Palatine, and any other public utility or utilities, or any other entity, such easements and rights, and upon such terms and conditions, as the Trustee deems necessary for the purpose of providing utility services (including but not limited to sanitary and storm sewer, gas, telephone, cable television, electricity and water lines) to the Parcel.

(b) Police, Fire, Water, Health, Public Works and other authorized municipal officials, employees, contractors and vehicles of the Village of Palatine and its contractors shall have the right of ingress and egress to the Parcel for the performance of official duties and to enforce all municipal ordinances.

(c) An easement for ingress and egress of persons and vehicles is hereby declared upon, over and along those portions of the Parcel identified on the Plat as "Driveway" and "Common Parking" for the benefit of the owners and their tenants, guests and invitees.

(d) The unit owners and their tenants, guests and invitees shall at all times have the right of ingress and egress over, upon and across those portions of the Parcel identified as "Walks" on the Plat, and over, upon and across such other portions of the Parcel on which the Developer or the Association may hereafter construct sidewalks or blacktop walks.

(e) An easement over upon and across any portion or portions of the Parcel not conveyed by the Trustee to a bona-fide purchaser of a unit is hereby declared for the benefit of the Developer, his agents and subcontractors for the purpose of making improvements upon portions of the Parcel, and for the purpose of doing whatever is reasonably necessary and proper in conjunction therewith including but not limited to ingress and egress and the storage of necessary equipment and materials.

(f) The Association, its directors, officers and agents, including the managing agent, if any, shall at all times have rights of ingress and egress over, upon and across all portions of the Parcel other than the units in furtherance of its rights, duties and obligations hereunder.

(g) In the event that any Unit or any structure containing one or more Units or any improvements of any Unit or structure containing one or more Units or any facilities servicing primarily one or more Units constructed by Developer encroaches upon any of the Common Properties, then a perpetual easement appurtenant to such Unit structure shall exist for the continuance of any such encroachment on the Common Properties.

(h) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

## 2. Use of Common Properties.

(a) Each Owner and Occupant, and their tenants, guests and invitees, shall have the right to use and enjoy the Common Properties in common with all other Owners and Occupants, subject to the terms and provisions hereof. The use of the Common Properties shall be subject to and governed by the provisions of this Declaration, the Association's Articles of Incorporation, the

bylaws and the rules and regulations promulgated from time to time by the Association and the Board.

(b) That portion of the Common Properties designated on the Plat as "Common Driveway" shall be used for the parking of automobiles of the owners, their tenants, guests and invitees.

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

### 3. Limitations and Other Provisions with Respect to Common Properties.

The easements and rights of use and enjoyment created hereby for the benefit of Owners and Occupants, and their guests, tenants or invitees, with respect to the Common Properties shall be subject to the following:

(a) No external or outside antennas of any kind including, but not limited to receiving satellite dishes of any kind shall be permitted or maintained except for any such facilities built by the Developer as part of the original construction of the development. In the rare event that a unit owner is unable to achieve adequate television reception, has elected not to subscribe to cable television service, and has made every effort to improve reception and boost signal strength through interior application, then the unit owner must obtain written permission from the board and the Village of Niles prior to installing an exterior reception device.

(b) The right of the Association to prescribe reasonable rules and regulations governing the use, operation and maintenance of the Common Properties, including but not limited to the Common Driveway.

(c) The right of the Association to suspend the use of the Common Properties (including but not limited to the Common Driveway) except for the right of ingress and egress, by any person for the period during which any assessment against his Unit remains unpaid and for a reasonable period for any infraction of its rules and regulations.

(d) The right of the Association to levy assessments as provided in this Declaration.

(e) All other rights and regulations contained in this

Declaration.

ARTICLE IV  
ADMINISTRATION

1. Administration.

(a) The Administration of the Common Properties as is set forth herein shall be vested in the Association.

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

(c) All funds collected by the Association shall be held and expended for the purpose designated herein and in the Articles of Incorporation and the Bylaws. All such funds (except for such special assessments as may be levied against less than all the unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deducted to be held for the benefit, use and account of each of the Owners in the ratio that he is required to contribute to payment of assessments fixed or levied by the Association.

(d) The members of the Board and the Officers thereof shall not be liable to the Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers.

(e) the Board shall have the power:

(i) To engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Board deems fit, provided, that the Board shall reserve the right to discharge such manager or managing agent for cause on not more than ninety (90) days written notice and the term of any such engagement shall not exceed three (3) years.

(ii) To engage in services of any person (including but not limited to accountants and attorneys) deemed necessary by the Board at such compensation deemed reasonable by the Board, in the operation, repair, maintenance and

- management of the Common Properties, and to remove, at any time, any such personnel;
- (iii) To establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by the Board;
  - (iv) To beautify, maintain, repair and replace the Common Properties (including but not limited to the Common Driveway) and all improvements thereon as may be deemed necessary and proper by the Board, except that the landscaping as originally designed and established by the Developer and approved by the local municipality shall not substantially altered;
  - (v) To execute all declarations of ownership for tax assessment purposes with regard to the Common Properties on behalf of all Owners;
  - (vi) To borrow funds to pay costs of operation or to meet its obligations, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;
  - (vii) To enter into contracts and, generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties;
  - (viii) To protect or defend the Common Properties from loss or damage by suit or otherwise and to provide adequate reserves for replacements;
  - (ix) To adopt reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time. Without limiting the generality of the foregoing, the Board may:
    - (aa) Regulate the use of the Common Driveway.
    - (bb) Regulate the conduct of members and guests on any portion of the properties.
    - (cc) Restrict pet walking to certain areas.
  - (x) To establish and maintain a system of master metering of public utility services and to collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

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

- (i) water, waste removal, landscaping, snow removal, security services, utility services for the Common Properties; provided, however, that the original landscaping as designed and planted by the Developer shall not be substantially altered;
- (ii) such insurance as the Board is required or permitted to obtain pursuant to the terms of this Declaration hereinafter contained;
- (iii) such furnishings and equipment for the Common Properties as the Board shall determine are necessary and proper;
- (iv) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Board deems necessary or proper for the maintenance and operation of the Common Properties or for the enforcement of any restrictions or provisions contained herein;
- (v) payment of all general real estate taxes and special assessments levied or assessed on or by reason of ownership of the Common Properties;
- (vi) all permit, license and other fees or taxes imposed by any competent government authority, levied or assessed on, or as a result of, ownership of the facilities located on the Common Properties;
- (vii) maintenance and repair of all facilities for supply of water, gas, and other utilities when such facilities are located anywhere on the Common Properties.

(g) The manager or Board of Directors shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the unit owners or their mortgagee and their duly authorized agents or attorneys:

- (i) Copies of the recordable Declaration, Bylaws, other condominium instruments, and any amendments, Articles of Incorporation for the Association, annual reports and any rules and regulations adopted by the Association or its

Board managers. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection for examination and copying.

- (ii) Detailed accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association.
- (iii) The minutes of all meetings of the Association and the Board of Directors. The Association shall maintain these minutes for a period of not less than seven (7) years.
- (iv) Ballots for all matters voted on by the Condominium Delegates shall be maintained for a period of not less than one (1) year.
- (v) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 25 of the General Not-For-Profit Corporation Act approved July 19, 1943, as amended.
- (vi) With respect to units owned by a land trust, if a Trustee designates in writing, a person to cast votes on behalf of the unit owner, such designation shall remain in effect until a subsequent document is filed with the Association.

(h) Where a request for records under this section is made in writing to the Board or its agents, failure to provide the requested record or respond within thirty (30) days shall be deemed a denial by the Board.

(i) If the Board fails to provide records properly requested under subsection (g) within the time period provided in subsection (h), the unit owner may seek the appropriate relief including an award of attorney's fees and costs.

(j) A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or its Board of Directors for the cost of copying.

(k) In the event of any dispute or disagreement between any unit owners relating to the property, or any question or

interpretation or application of the provisions of the Declaration of Bylaws, the determination thereof by the Board shall be final and binding on each and all of such unit owners.

(1) Until the first meeting of the initial Board of Directors, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Directors by the Act and in the Declaration and Bylaws shall be held and performed by the Developer. The first meeting of the initial Board of Directors shall be held not later than sixty (60) days after the conveyance by the Trustee of three-fourths (3/4) of the units or three (3) years after the recording of the Declaration, whichever is earlier. The Developer shall give at least twenty-one (21) days notice of such meeting for the initial Board of Directors. In the event the Developer does not call a meeting for the initial Board of Directors within the time provided in this section (1), Unit Owners holding twenty percent (20%) of the interest in the association may call a meeting by filing a petition for such meeting with the Developer, after which said unit owners shall have authority to send notice of said meeting to the Unit Owners and to hold such meeting. If the initial Board of Directors has not met at the time so established, the Developer shall continue in office for a period of thirty (30) days whereupon written notice of his resignation shall be sent to all the Unit Owners and Condominium Board Members.

(m) Within sixty (60) days following the first meeting of the Board of Directors other than the Developer, the Developer shall deliver to the Board of Directors:

- (i) All original documents as recorded or filed pertaining to the property, its administration, and the Association, such as the Declaration, Bylaws, Articles of Incorporation, other condominium instruments, annual reports, minutes, rules and regulations, contracts, leases, or other agreements entered into by the Developer. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual document recorded or filed;
- (ii) A detailed accounting by the Developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance, and operation of the property and copies of all insurance policies and a list of any loans or advances to the Association which are outstanding;

- (iii) Association funds, which shall have been at all times segregated from any other monies of the Developer.
- (iv) A schedule of all real or personal property, equipment and fixtures belonging to the Association, including documents transferring the property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills.
- (v) A list of litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental certificates, correspondence involving enforcement of any Association requirements, copies of any documents relating to disputes involving unit owners, originals of all documents relating to everything listed in this subparagraph.

(n) Any contract, lease, or other agreement made prior to the first meeting of the Board of Directors other than the Developer by or on behalf of Unit Owners, individually or collectively, the Unit Owners' Association or the Board of Directors which extends for a period of more than two (2) years from the recording of the Declaration, shall be subject to cancellation by more than one-half (1/2) of the votes of the Unit Owners other than the Developer cast at a special meeting of members called for that purpose during a period of ninety (90) days following expiration of the two (2) year period. At least sixty (60) days prior to the expiration of the two (2) year period, the Board of Directors, or, if the Board is still under Developer control, then the Board of Directors or the Developer shall send notice to every unit owner, notifying them of this provision, what contracts, leases and other agreements are affected, and the procedure for calling a meeting of the unit owners for the purpose of voting on termination of such contracts, leases, or other agreements. During the ninety (90) day period the other party to the contract, lease, or other agreement shall also have the right of cancellation.

ARTICLE V  
ASSESSMENT - MAINTENANCE FUND

1. Assessments.

(a) Each owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments as are levied pursuant to an annual budget adopted by the Association. Such assessments, together with interest thereon and cost of collection, if any, as herein provided, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made. Such assessments, together with such interest and costs shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to an Owners' successor in title unless expressly assumed.

(b) The assessment levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents on the Parcel and in particular for the improvement, maintenance, conservation, beautification and administration of the Common Properties, including but not limited to, the payment of all costs and expenses and the provisions of all services, materials and property, which the Board has the obligation or power to pay or provide.

(c) There shall be two categories of assessments as follows:

- (i) the general assessment which shall be levied annually, or at such other intervals as the Board deems appropriate, to include all costs and expenses other than special assessments; and
- (ii) special assessments which shall be levied for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures, and personal property related thereto or for any other reason.

(d) All general and special assessments, shall be fixed at equal amounts for each unit.

(e) From and after the date of the first annual meeting of the Board of Directors the Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the regular

assessment, which may become necessary during the year, shall be charged first against such reserve. If said regular assessment proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment.

(f) No special assessment may be levied by the Board of an expenditure in excess of \$5,000.00 unless such expenditure is approved by a vote of two-thirds (2/3) of the voting members.

(g) All general assessments shall be effective on the date fixed by the Board, and shall be payable monthly, in advance, on the first day of each month, the due date or dates, if it is to be paid in installments, of any special assessment hereof shall be fixed in the resolution authorizing such assessment. Written notice of each assessment shall be delivered or mailed to every Owner subject thereto not less than ten (10) days prior to the effective or due date thereof.

(h) The Board shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner.

(i) In addition to any remedies or liens provided by law or by this Declaration, if an Owner is in default in the payments of the aforesaid charges or assessments or any installment thereof for thirty (30) days, the Association may bring suit to enforce collection thereof or to foreclose the lien therefor as provided herein or by law; and there shall be added to the amount due the cost of said suit, together with interest and reasonable attorney fees to be fixed by the Court. Without limiting the generality of the foregoing, if any unit owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting unit owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) the right, by giving such defaulting unit owner five (5) days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses occurring with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting unit owner's interest in the property, to maintain for the benefit of all the other Unit Owners and action for possession in the manner prescribed by Article IX of the Code of Civil Procedure, Illinois Revised Statutes Chapter 110 Par. 9-102 to 9-111, and to execute leases of such defaulting unit owner's interest in the property and apply the rents derived therefrom against the

expenses.

(j) Upon ten (10) days' notice to the Board, and the payment of a reasonable fee fixed by the Board not to exceed Fifteen (\$15.00) Dollars, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(k) Any first mortgage or first trust deed made, owned or held by a bank, savings and loan association or insurance company, and recorded prior to the recording or mailing of a notice by the Board of the amount owing by an Owner who has refused or failed to pay his share of any assessment when due shall be superior to the lien of such unpaid assessment set forth in said notice and to all assessments which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed; provided, however, that after written notice to the holder of any such mortgage or trust deed, such mortgage or trust deed shall be subject to the lien of unpaid assessments which are due and payable subsequent to the date when such holder takes possession of the unit, accepts a conveyance of such unit, or has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed.

(l) Assessments and charges, and all installments thereof, not paid on or before fifteen (15) days after the date when due shall bear interest at the highest rate permitted by law from the date when due until paid. All payments on account shall be credited first to interest due and then to the assessment.

(m) In the event both the Association and any single condominium association subject to this Declaration shall establish a lien against any unit owner's property interest for unpaid assessments, those liens shall have equal priority.

(n) Not later than 120 days after the end of the fiscal year of the Association, the Association shall deliver to each owner of a Unit an itemized accounting of the common expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures, plus reserves.

(o) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his unit.

(p) Each year on or before September 31, the Board shall estimate the total amount necessary to pay the cost of all common expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for

contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income.

The budget shall also set forth each unit owner's proposed common expense assessment. Each unit owner and each single condominium association shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget. Each unit owner shall receive notice in the same manner as is provided in this Declaration for membership meetings of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment. Said meetings of the Board shall be open to any unit owner, and notice of such meeting shall be mailed or delivered not less than ten (10) nor more than thirty (30) days prior to said meeting.

## ARTICLE VI INSURANCE

### 1. Insurance.

(a) The Board, on behalf of the Association, shall acquire and pay for out of the funds it receives hereunder, the following:

- (i) a separate policy or policies of insurance with respect to the improvements on the Common Properties insuring against loss or damage by fire and such other casualty insurance as the Board deems advisable, for the full insurable replacement cost of all the structures, improvements and facilities located on the Common Properties. Each such insurance policy shall be written in the name of and the proceeds thereof shall be payable to the Association;
- (ii) comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability in connection with the Common Properties. The Board shall name the Village of Niles and its agents and employees as additional named insureds on any and all liability insurance policies obtained and maintained by the Association.
- (iii) Workmen's Compensation insurance as may be

necessary to comply with applicable laws and such other forms of insurance as the Board shall elect to effect.

2. **Damage or Destruction and Restoration of Structures and Facilities Located on the Common Properties.**

(a) In the event the improvements forming a part of the Common Properties, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies of insurance payable by reason thereof are sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Association or the payee of such proceeds in payment thereof.

(b) In the event the improvements so damaged or destroyed are not insured against the peril causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and seventy-five (75%) percent of the Board of Directors do not voluntarily make provision for reconstruction of the improvements within 180 days from the date of such damage or destruction, then any proceeds of insurance received as a result of such loss or damage shall be retained by the Association to be used and disbursed in furtherance of its duties and obligations hereunder. If seventy-five (75%) percent of the Board of Directors vote at an annual meeting, or at a meeting specially called for that purpose, to reconstruct said improvements within 180 days from the date of such damage or destruction, and the proceeds of insurance received as a result of such damage or destruction are insufficient to restore or repair said improvements, the balance necessary for such repair and restoration shall be specially assessed against all the Owners in the manner provided in Article V hereof.

**ARTICLE VII**

**SALE OF SINGLE CONDOMINIUM, COMMON PROPERTIES, EMINENT DOMAIN**

1. **Sale or Removal from the Act of a Single Condominium, etc.**

Upon the occurrence at any time of one or more of the following events with respect to a Single Condominium.

(a) Such Single Condominium is removed from the provision of the Act, in the manner provided in Section 16 of the Act; or

(b) The Unit Owners of such Single Condominium elect, in the manner provided in Section 15 of the Act, to sell such Single Condominium; or

(c) A notice is recorded with respect to such Single Condominium in accordance with the provisions of Section 14 of the Act as a result of which such Single Condominium is deemed to be owned in common by its unit owners, then:

- (i) Each unit owner in such Single Condominium shall, upon the occurrence of such event, cease to be a member of the Association, anything herein or in the Articles of Incorporation or Bylaws of the Association, to the contrary notwithstanding, but each such unit owner shall be entitled to receive from the Association that share of the funds of the Association to which he would then be entitled if the Association were then dissolved and its cash (after the payment of all charges, liabilities or indebtedness) were distributed to all the owners in accordance with their proportionate interests; and
- (ii) The Association shall have the option, exercisable upon notice in writing mailed to the Board of Managers of such Single Condominium within forty-five (45) days after the occurrence of such event, to purchase such Single Condominium, and all the land and improvements thereon or of which the same is constituted at the fair market value thereof as determined by fair appraisal. In the absence of agreement on an appraiser, the Association and the Board of Managers of such Single Condominium may each select one appraiser, and the two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The sale and purchase of such Single Condominium shall be consummated on the first business day of the second month after the month in which the value is so determined by appraisal and such determination communicated in writing to the Association. At the time of such consummation, each selling unit owner shall execute and deliver such warranty deeds and other instruments and perform all acts as in manner and form may be necessary to effect such sale and vest good and marketable title to the property being sold to the Association or its nominee. The purchase price for the property being sold shall be paid in cash. The

Association shall exercise its option aforesaid if it is directed to do so by the vote of the owners of seventy-five (75%) percent of the units including those units contained in the Single Condominium which is subject to such option.

## ARTICLE VIII GENERAL PROVISIONS

### 1. Enforcement by the Village of Palatine.

The Village of Palatine, but with no obligation to it, shall have the right to enforce, by any proceeding at law or in equity, which remedies shall be cumulative and non-exclusive of any other remedy, all restrictions, conditions, covenants, liens, and charges now or hereinafter imposed by the provisions of this Declaration. In the event of enforcement by the Village of Palatine in any proceeding in law or equity it shall be entitled to recover damages, costs and attorney's fees as part of any judgment it may obtain. The Association shall indemnify, hold harmless, and defend the Village of Palatine from any and all actions, proceedings, or damages arising from these covenants, and the Village of Palatine shall also be entitled to recover all of its damages, cost and attorney's fees incurred as a result of being or being made a party to any action brought regarding these covenants.

All such damages, costs and attorney's fees shall be payable by the Association or any owner who is also a party to any such proceedings. In the event said damages, costs, attorney's fees are not paid, the Village of Palatine shall be entitled to place a lien on the units until such time as such amounts are paid. Failure by the Village of Palatine to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Breach of any of the covenants shall not defeat or render invalid the lien or any mortgage or trust deed made in good faith and for value as to said units or property or any parts thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee sale, or otherwise.

### 2. General Provisions.

(a) Upon a merger or consolidation of the Association with another Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association

as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one concept. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

(b) Trustee may retain the legal title to the Common Properties until such time as Developer has completed such improvements thereon as Developer may elect to make and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, Developer hereby covenants, that he shall cause the Common Properties to be conveyed to the Association not later than sixty (60) days after the conveyance by the Trustee of 75% of the units to be constructed or three (3) years after the recording of this Declaration, whichever is earlier.

(c) Until such time as Trustee has conveyed all of the Common Properties to the Association, Developer shall have the right to improve the Common Properties (or such portion thereof that has not been conveyed to the Association) as he shall, in his discretion deem appropriate; provided that the cost of labor, equipment and materials required for such improvements as Developer shall elect to make the Common Properties shall be borne and paid exclusively by Developer.

(d) **ENFORCEMENT** The Association may enforce the covenants and restrictions contained in this Declaration by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or recover damages, or enforce any lien created by this instrument, and failure by the Association or any Owner to enforce any covenant or restriction herein contained in no event be deemed a waiver of the right to do so thereafter. The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Properties on behalf of the members as their interest may appear.

(e) **GUARANTEES** Each grantee of the Trustee, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each

and every deed of conveyance.

(f) **FAILURE TO ENFORCE** No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

(g) **DURATION** The covenants, conditions and restrictions of this Declaration shall run with and bind the land subject to this Declaration and shall inure to the benefit of and be enforceable by the Association and/or the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of two-thirds (2/3) of the units has been recorded together with a certified copy of resolutions of the Association duly adopted at a meeting of the members agreeing to abolish said covenants, conditions and restrictions in whole or in part; provided, however, that no such agreement or resolutions shall be effective unless made and recorded three (3) years in advance of the effective date of such abolition. No such abolition or amendment shall reduce or eliminate rights granted under Article III hereof.

(h) No provisions of this Declaration may be amended, changed or modified in any manner prior to the first annual meeting of the members of the Association without the prior written consent of the Developer. Except as hereinabove otherwise provided, the provisions of sub-paragraphs (d) and (k) of Article V and this sub-paragraph (h) of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the board, all of the owners and all mortgagees having bona fide liens of record against any units. except as hereinabove otherwise provided, other provisions of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification signed and acknowledged by the owners of at least two-thirds (2/3) of the units. Any such amendment shall reduce or eliminate rights granted under Article III hereof. Notwithstanding anything to the contrary in this sub-paragraph, no amendment, change or modification of this Declaration shall be valid without submission of such amendment, change or modification to the Village of Niles for its approval.

(i) **SEVERABILITY** The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be

severable.

(j) **CONSTRUCTION** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class residential community.

(k) **TRUSTEES** In the event title to any Unit shall be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time, shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such unit. No claim shall be made against any such title holding trustee personally for payment of any claim, lien or obligation hereby created, and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or in the title of such real estate.

(l) In the event of any resale of a condominium unit by a Unit Owner other than the Developer, such Unit Owner shall obtain from the Board of Managers for purposes of making available for inspection to prospective purchasers, upon demand, the following:

- (i) A copy of the Declaration, By-laws, other condominium instruments and rules and regulations.
- (ii) A statement of any liens, including a statement of the account of the Unit setting forth the amount of unpaid assessments and other charges due and owing.
- (iii) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.
- (iv) A statement of the status and amounts of any reserve for replacement fund and any portion of such fund earmarked for any specific project by the Board of Directors.
- (v) A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.
- (vi) A statement of the status of any pending suits or judgments in which the Association is a party.

- (vii) A statement setting forth what insurance coverage is provided for all Unit Owners by the Association.
- (viii) A statement setting forth whether or not any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by the prior Unit Owners, are in good faith believed to be in compliance with the condominium instruments.
- (ix) The President of the Association or such other officer as is designated by the Board shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.
- (x) The Board of Directors shall establish a reasonable fee covering the direct out-of-pocket cost of providing such information and copying.
- (m) (i) If there is an omission or error in the declaration, or other instrument of the Homeowner's Association, the Homeowner's Association may correct the error or omission by an amendment to the Declaration, or other instrument in such respects as may be required to conform to the Act, and any other applicable statute or to the Declaration by vote of two-thirds (2/3) of the members of the Board of Directors or by a majority vote of the Unit Owners at a meeting called for this purpose, unless the Act specifically provides for greater percentages or different procedures.
- (ii) If through a scrivener's error, a Unit has not been designated as owning an appropriate undivided share of the common areas or does not bear an approximate share of the common expenses or that all the common expenses or all of the common elements in the condominium have not been distributed in the declaration, so that the sum total of the shares of the common areas which have been distributed or the sum total of the shares of the common expenses fail to equal 100%, or if it appears that more than 100% of the common elements or common expenses have been distributed the error may be corrected by operation of law by filing an amendment to the declaration approved by vote of two-thirds (2/3) of the members of the Board

of Directors or a majority vote of the Unit Owners at a meeting called for this purpose which proportionately adjusts all percentage interests so that the total is equal to 100%.

- (iii) If an omission or error or a scrivener's error in the Declaration or other instrument is corrected by vote of two-thirds (2/3) of the members of the Board of Directors pursuant to the authority established in subsections (m)(i) or (m) (ii) the Board, upon written petition by unit owners with 20% of the votes of the Association or written resolutions adopted by the Board of Managers or Board of Directors of the Condominium Association, if received within 30 days of the Board action, shall call a meeting of the Units Owners or the boards of the condominium and common interest community associations which select members of the Board of Directors of the Homeowner's Association within 30 days of the filing of the petition or receipt of the condominium association resolution consider the Board action. Unless a majority of the votes of the Unit Owners of the Association are cast at the meeting to reject the action, or Board of Managers or Board of Directors of Condominium Associations which select over 50% of the members of the board of the Master Association adopt resolutions prior to the meeting rejecting the action of the Board of Directors of the Homeowner's Association, it is ratified whether or not a quorum is present.
- (iv) The procedures for amendments set forth in this subsection (m) cannot be used if such an amendment would materially or adversely affect property rights of the Unit Owners unless the affected Unit Owners consent in writing. This Section does not restrict the powers of the Association to otherwise amend the Declaration, Bylaws, or other instruments, but authorizes a simple process of amendment requiring a lesser vote for the purpose of correcting defects, errors, or omissions when the property rights of the Unit Owners are not materially or adversely affected.
- (v) If there is an omission or error in the Declaration, or other instruments, which may not be correct by an amendment procedure set forth in Paragraph (i) and (ii) of this

subsection (m), then the Circuit Court in the county in which the Homeowner's Association is located shall have jurisdiction to hear a petition of one or more of the Unit Owners thereon or of the Association, to correct the error or omission, and the action may be a class action. The court may require that one or more methods of correcting the error or omission be submitted to the Unit Owners in the Association must be joined as parties in the action. Service of process on Owners may be by publication, but the Plaintiff shall furnish all Unit Owners not personally served with process with copies of the petition and final judgment of the court by certified mail return receipt requested, at their last known address.

(n) Nothing contained in this Section shall be construed to invalidate any provisions of this Declaration authorizing the Developer to amend an instrument prior to the latest date on which the initial membership meeting of the Unit Owners must be held, whether or not it has actually been held, to bring the instrument into compliance with the legal requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the United States Veterans Administration or their respective successors and assigns.

(o) The statute of limitations for any action in law or in equity which the Homeowner's Association may bring shall not begin to run until the first meeting of the Board of Directors.

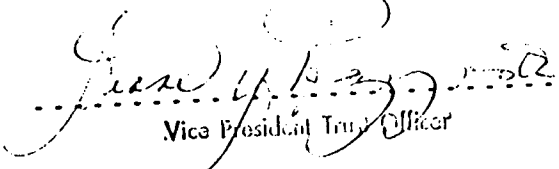
(p) This Declaration is executed by **PARKWAY BANK AND TRUST COMPANY**, as Trustee aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm, or corporation hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title-holding interest and the trust estate under said Trust Number 11569 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by said Trustee, as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said trust or their successors, and not the said Trustee personally, and further, that no duty shall rest upon **PARKWAY BANK AND TRUST COMPANY**, either personally or as such Trustee, to sequester trust assets, rentals, avails, or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of

said trust, and after the Trustee has first been supplied with funds required for the purpose. In the event of a conflict between the terms of this paragraph and of the remainder of the Declaration on any question or apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, the said PARKWAY BANK AND TRUST COMPANY, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and caused its name to be signed in these presents by its VIC. PRESIDENT - TRUST OFFICER and attested by its ASST. TRUST OFFICER, this 18th day of September, 1997.

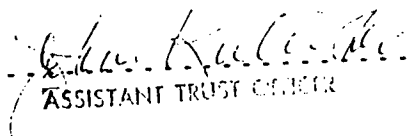
PARKWAY BANK AND TRUST COMPANY,  
AS TRUSTEE AFORESAID, AND NOT  
INDIVIDUALLY,

BY:

  
Vice President Trust Officer

(Impress Corporate Seal Here)

ATTEST:

  
ASSISTANT TRUST OFFICER

State of Illinois       )  
                                  ) ss  
County of Cook        )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that DIANE Y. PESZYNSKI,  
VICIPRES - TRUST OFFICER  
of PARKWAY BANK AND TRUST COMPANY, and JOANNA KUBINSKI,  
ASST. TRUST OFFICER of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICIPRES - TRUST OFFICER and ASST. TRUST OFFICER signed and delivered the said instrument as their own free and voluntary act and the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASST. TRUST OFFICER then and there acknowledged that he/she as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18<sup>th</sup> day of September, 1997.

.....  
Notary Public

My Commission Expires: 5/22/2000

THIS INSTRUMENT PREPARED BY:

PAUL A. KOLPAK  
KOLPAK AND LERNER  
6767 NORTH MILWAUKEE AVENUE  
SUITE 202  
NILES, ILLINOIS 60714  
(847) 647-0336

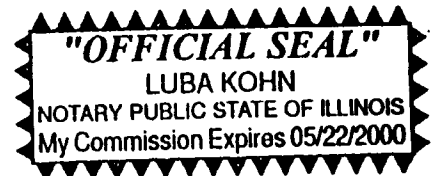


EXHIBIT "A"

LEGAL DESCRIPTION

AS ATTACHED

EXHIBIT "A"

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY, 363 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION TO A LINE 231 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE EAST 14 FEET, PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE SOUTH 217 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION; THENCE WEST 21 FEET, PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE SOUTH 195.5 FEET, PARALLEL WITH WEST LINE OF SAID SECTION, TO THE SOUTH LINE OF LOT "A" IN WASHINGTON HIGHLANDS ADDITION TO PALATINE; THENCE EAST 40.00 FEET, ALONG THE SOUTH LINE OF SAID LOT "A" TO A LINE 396 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION; THENCE NORTH 150 FEET, PARALLEL WITH THE WEST LINE OF SAID SECTION TO A LINE 493.5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE EAST 143.95 FEET PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE NORTH 53.50 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE NORTH 20.52 FEET ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE; THENCE WEST 1.03 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE NORTH 28.32 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 1.04 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE NORTH 20.49 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 23.97 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE NORTH 5.97 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 31.90 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE SOUTH 5.91 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 23.45 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE NORTH 10.00 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 11.61 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE NORTH 5.99 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 17.94 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE SOUTH 5.99 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 11.60 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE SOUTH 10.03 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 23.50 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE NORTH 5.98 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 32.05 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE SOUTH 5.98 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 24.02 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE SOUTH 20.55 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 1.02 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE SOUTH 28.29 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE WEST 1.02 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE SOUTH 20.47 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE WEST 24.02 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE SOUTH 5.96 FEET, PERPENDICULAR

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THENCE NORTH 5.98 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE;  
THENCE WEST 24.02 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE  
TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT "B"  
COMMON PROPERTIES

AS ATTACHED

EXHIBIT "B"

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY, 363 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION TO A LINE 231 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE EAST 14 FEET, PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE SOUTH 217 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION; THENCE WEST 21 FEET, PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE SOUTH 195.5 FEET, PARALLEL WITH THE WEST LINE OF SAID SECTION, TO THE SOUTH LINE OF LOT "A" IN WASHINGTON HIGHLANDS ADDITION TO PALATINE; THENCE EAST 40.00 FEET, ALONG THE SOUTH LINE OF SAID LOT "A" TO A LINE 396 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION; THENCE NORTH 150 FEET, PARALLEL WITH THE WEST LINE OF SAID SECTION TO A LINE 493.5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID RAILWAY TO THE POINT OF BEGINNING, (EXCEPT THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY, 363 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION TO A LINE 231 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE EAST 14 FEET PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE SOUTH 271 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION; THENCE WEST 21 FEET, PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE SOUTH 195.5 FEET, PARALLEL WITH THE WEST LINE OF SAID SECTION, TO THE SOUTH LINE OF LOT "A" IN WASHINGTON HIGHLANDS ADDITION TO PALATINE; THENCE EAST 40.00 FEET, ALONG THE SOUTH LINE OF SAID LOT "A" TO A LINE 396 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION; THENCE NORTH 150 FEET, PARALLEL WITH THE WEST LINE OF SAID SECTION TO A LINE 493.5 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE EAST 143.95 FEET PARALLEL WITH THE NORTH LINE OF SAID SECTION; THENCE NORTH 53.50 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING; THENCE NORTH 20.52 FEET ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE; THENCE WEST 1.03 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE NORTH 28.32 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 1.04 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE NORTH 20.49 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 23.97 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE NORTH 5.97 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE EAST 31.90 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE

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COURSE; THENCE SOUTH 28.29 FEET, PERPENDICULAR TO THE LAST  
DESCRIBED COURSE; THENCE WEST 1.02 FEET, PERPENDICULAR TO THE LAST  
DESCRIBED COURSE; THENCE SOUTH 20.47 FEET, PERPENDICULAR TO THE  
LAST DESCRIBED COURSE; THENCE WEST 24.02 FEET, PERPENDICULAR TO  
THE LAST DESCRIBED COURSE; THENCE SOUTH 5.96 FEET, PERPENDICULAR  
TO THE LAST DESCRIBED COURSE; THENCE WEST 31.92 FEET,  
PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE NORTH 5.99  
FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE; THENCE WEST 34.08  
FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE;  
THENCE SOUTH 6.01 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE;  
THENCE WEST 19.97 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE;  
THENCE NORTH 5.99 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE;  
THENCE WEST 34.07 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE;  
THENCE SOUTH 6.00 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE;  
THENCE WEST 32.00 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE;  
THENCE NORTH 5.98 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE;  
THENCE WEST 24.02 FEET, PERPENDICULAR TO THE LAST DESCRIBED COURSE  
TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

EXHIBIT "C"  
PLAT OF SURVEY

**AS ATTACHED**