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Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 06/24/2016 04:24 PM Pg: 1 of 6

Danielle Meltzer Cassel, Esq.
Vedder Price PC
222 North LaSalle Street
Chicago, Illinois 60601

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FIRST AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR PROVENANCE

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS FOR PROVENANCE (this "First Amendment") is made as of this 23rd day of June, 2016 (the "First Amendment Effective Date") by the undersigned Declarant, RSD MISSION HILLS, LLC, an Illinois limited liability company.

R E C I T A L S:

- A. As of the First Amendment Effective Date, Declarant is the owner of certain real property legally described on Exhibit A and consisting of approximately 43.240 acres located in Cook County, Illinois (as further defined in Section 1.1 hereof, the "Property") and the sole Declarant under that certain Master Declaration of Covenants, Conditions Restrictions and Easements for Provenance dated December 22, 2015 and recorded against the Property in the Office of the Recorder of Deeds of Cook County, Illinois on December 23, 2015 as Document No. 1535745004 (the "Original Master Declaration").
- B. The Metropolitan Water Reclamation District of Greater Chicago ("MWRD") has issued to Declarant that certain permit number 16-025 concerning stormwater management (the "Stormwater Permit"), which, among other things: (i) obligates Declarant to install a storm sewer pipe, with a forty-two inch diameter, extending from the Property's southwestern boundary through other lands, including Cook County right-of-way, and easements on private property (as and when constructed, the "Off-Site 42" Pipe"); (ii) obligates Declarant to install those on-site stormwater management improvements specified therein, including detention basins; (iii) notes that the foregoing off-site and on-site stormwater management improvements will, besides serving the Property, also benefit certain offsite tributary areas noted therein; and (iv) requires the Master Association (as defined in the Original Master Declaration, but referred to in the Stormwater Permit as the "Provenance Homeowner's Association") to maintain and operate the foregoing improvements and to refrain from modifying, adjusting, relocating, removing or abandoning such improvements within written permission from MWRD's Director of Engineering.
- C. Pursuant to the Original Master Declaration, the Master Association is responsible for maintaining certain Common Facilities (as such term is defined in the Original Master Declaration), which Common Facilities may include the Off-Site Stormwater Management Facilities (as such term is defined in the Original Master Declaration).

EXECUTION VERSION

1 Bm

- D. Declarant desires to amend the Original Master Declaration to memorialize that the Stormwater Permit obligates the Master Association to maintain the Off-Site 42" Pipe, such that the Off-Site 42" Pipe: (i) shall be a component of the Off-Site Stormwater Management Facilities and Common Facilities; and (ii) the Master Association shall maintain, repair and replace the Off-Site 42" Pipe in accordance with Original Master Declaration as amended by this First Amendment (the "**First Amended Master Declaration**"), the Stormwater Permit, and all applicable laws and regulations, but only to the extent the Master Association has the legal rights to do so.
- E. The Cook County Department of Transportation and Highways has issued to Declarant that certain permit number 15-08-5693-C (the "**Highway Permit**"), which, among other things: (i) obligates Declarant to install a new sidewalk along the Property's Techny Road frontage within the dedicated Techny Road right-of-way (as installed, the "**Techny Sidewalk**"); and (ii) obligates the Master Association (referred to in the Highway Permit as the "*Provenance Homeowner's Association*") to maintain, replace and relocate the Property's "side streets" (including pavement markings), emergency access driveway, new storm sewer, storm sewer structures, and storm sewer rip rap outfall, which obligations are already set forth in the Original Master Declaration; and (iii) obligates the Master Association to maintain, replace and relocate the Techny Sidewalk, including trimming of tree branches overhanging the Techny Sidewalk that might cause an obstruction for pedestrians or cyclists, whether or not such trees are planted within the public parkway adjacent to the Techny Sidewalk (collectively, the "**Techny Sidewalk Maintenance Responsibilities**").
- F. Section 7.2 and Section 7.3 of the Original Master Declaration provide Declarant with the right and authority to record this First Amendment as a Special Amendment to the Original Master Declaration without obtaining further consents from any Owner, Member Association, Mortgagee or governmental authority in that: (i) the purpose of this First Amendment is to change, amend or modify terms or conditions of the Original Master Declaration based upon Declarant's good faith determination that such change, amendment or modification is in the best interests of the Residential Property and is consistent with the intent and purposes of the Original Master Declaration; (ii) this First Amendment is being made in furtherance and not limitation of the Stormwater Permit and the Highway Permit; (iii) the terms of this First Amendment do not, and cannot reasonably be inferred to, otherwise affect any rights of governmental authorities under the Original Master Declaration; (iv) the terms of this First Amendment do not materially amend the terms and provisions of the Original Master Declaration concerning any governmental entity's right of entry onto and maintenance of the Residential Property or the obligation under the Original Master Declaration that Owners comply with all applicable ordinances, codes and regulations of that governmental entity.

NOW, THEREFORE, Declarant hereby declares that the Original Master Declaration is hereby amended as hereinafter set forth.

1. **Definitions and Effect of First Amendment.**

- a. All capitalized terms used but not defined in this First Amendment shall have the definitions set forth in the Original Master Declaration.
- b. The Recitals in this First Amendment and all capitalized terms defined in this First Amendment are hereby incorporated into the Master Declaration as if originally set forth in the Original Master Declaration.
- c. Except as set forth herein, the Original Master Declaration remains in full force and effect. However, in the event of any conflict, contradiction or ambiguity between the terms, conditions and provisions of this First Amendment and the Original Master Declaration, this First Amendment shall, in all instances, control and prevail.
- d. From and after the First Amendment Effective Date, the term "Master Declaration" as used in the First Amended Master Declaration, shall mean the First Amended Master Declaration.

- e. The definition of “Off-Site Stormwater Management Facilities” set forth in the Original Master Declaration is hereby deleted in its entirety, and the following is hereby inserted in lieu thereof:

Those facilities (or those portions thereof) installed or constructed by Declarant beyond the boundaries of the Residential Property for drainage and stormwater management of the Property, including detention ponds and basins, swales, retaining walls, fences, landscaping, storm sewer lines, aeration equipment, fountains and all related appurtenances and equipment, but only to the extent and at such times as the Master Association has an obligation and the rights to operate, maintain, repair and replace such facilities or portions thereof (whether pursuant to a contract or pursuant to a governmental permit benefitting the Property, including but not limited to the Stormwater Permit). Without limiting the generality of the foregoing, the Off-Site Stormwater Management Facilities shall specifically include the Off-Site 42” Pipe to the extent the Master Association has the legal right to access and maintain said pipe.

- f. The definition of “Common Facilities” in the Master Declaration is hereby amended to read as follows (additions shown in bold and double-underline; deletions shown struck through):

Common Facilities: Collectively:

- (i) as located only on Master Association Common Lots: any perimeter or interior fencing; retaining or seating walls; sidewalks or other pedestrian paths; lighting; monument or other signage; bicycle racks; benches; pergolas; gathering areas; fountains; ponds; wells and pump houses; sanitary lift stations, force mains and related appurtenances; roadways and emergency access areas (including but not limited to any roadway constructed on Lot 73 and any emergency access areas constructed on Lot 65 and Lot 72); the roadway constructed on Lot 71, but only if the Townhome Association is failing to care for and maintain Lot 71 as required under the Townhome Declaration; berms, planters, lawns, garden areas, trees, shrubs, plantings, and other landscaping; and other common improvements of a similar nature that may now or hereafter be located on the Master Association Common Lots and exclusively serve the Residential Property;
- (ii) as located throughout the Residential Property and each portion thereof, whether or not on Master Association Common Lots, Duplex Common Areas, or Townhome Common Areas: (a) each element of the Stormwater Management Facilities that is not dedicated or otherwise conveyed to, and accepted by, a governmental entity that will have responsibility for the operation, maintenance, repair and replacement of such element pursuant to a written instrument; (b) any Sanitary Sewer Mains (as defined in Section 2.1) that are not dedicated or otherwise conveyed to, and accepted by, a governmental entity that will have responsibility for the operation, maintenance, repair and replacement of such Sanitary Sewer Mains pursuant to a written instrument; and (c) any Water Mains (as defined in Section 2.1) that are not dedicated or otherwise conveyed to, and accepted by, a governmental entity that will have responsibility for the operation, maintenance, repair and replacement of such Water Mains pursuant to a written instrument;
- (iii) the Lot 73 Roadways, including all parkway landscaping within Lot 73 and any other roadway improvements within Lot 73 except to the extent conveyed to, and accepted by, a governmental entity that will have responsibility for the operation, maintenance, repair and replacement thereof;
- (iv) the Single Family Home Lots Landscape Buffer Easement Area;
- (v) the Off-Site Stormwater Management Facilities; and
- (vi) the Techny Sidewalk.

Without limiting the foregoing, the term Common Facilities shall in no event include any real or personal property that has been dedicated or otherwise conveyed to a utility company or governmental entity (including but not limited to the County, Village, Northfield Township, and Mission Brook) except: (i) with respect to the Techny Sidewalk and Off-Site 42”

Pipe; and (ii) to the extent a written agreement by and between the Master Association and such transferee or a governmental permit benefitting the Property (including without limitation the Stormwater Permit and the Highway Permit) provides that the Master Association is to continue maintenance thereof. Except as noted in this paragraph, the term Common Facilities also excludes Lots 66 through 71, inclusive, and any roadway or other improvements therein or thereon.

2. Amendment of Section 3.4(b) of the Original Master Declaration. Section 3.4(b) of the Original Master Declaration is hereby amended to read as follows (additions shown in bold and double-underline; deletions shown struck-through):

Obligations of Duplex Association, Townhome Association, and Owners of Single Family Home Lots. For the avoidance of doubt, the obligation to remove snow, ice obstructions, debris of any kind, and temporary and permanent structures from sidewalks and service walks is and shall be the obligation of: (i) the Duplex Association, for sidewalks and service walks located within the Duplex Property; (ii) the Townhome Association, for sidewalks and service walks located within the Townhome Property; (iii) each Owner of a Single Family Home Lot, for sidewalks and service walks located within such Owner's Single Family Home Lot; and (iv) the Master Association, for the Techny Sidewalk and any other sidewalks and service walks within the Residential Property. Further, notwithstanding any other provision of this Master Declaration to the contrary, the Master Association's maintenance of the Techny Sidewalk shall be performed in accordance with the Highway Permit and include the Techny Sidewalk Maintenance Responsibilities.

3. Governing Law. This First Amendment shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of Illinois, including without limitation laws affecting title to all real property described herein and the Act.

[SIGNATURE PAGE AND EXHIBIT A FOLLOW]

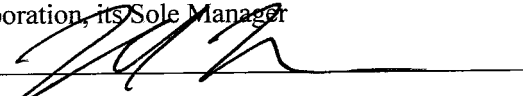
**SIGNATURE PAGE TO FIRST AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR PROVENANCE**

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 23rd day of June, 2016.

DECLARANT:

RSD MISSION HILLS, LLC, an Illinois limited liability company

By: Red Seal Development Corp., an Illinois corporation, its Sole Manager

By: 
Name: Todd Fishbein
Is: President/CEO

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Danielle Meltzer Cassel, a Notary Public in and for the County in the State aforesaid, **DO HEREBY CERTIFY** that Todd Fishbein, the President/CEO of Red Seal Development Corp., an Illinois corporation, the sole manager of **RSD MISSION HILLS, LLC**, an Illinois limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such President/CEO, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation in its capacity as the sole manager of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of June, 2016.


Notary Public



EXHIBIT A TO FIRST AMENDMENT TO MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
PROVENANCE

LEGAL DESCRIPTION

LOTS 1 THROUGH 73, INCLUSIVE, IN THE PROVENANCE SUBDIVISION IN
SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED NOVEMBER 18,
2015 AS DOCUMENT NO. 1532229026, IN COOK COUNTY ILLINOIS

PIN: 04-18-200-037-0000 (partial)

04-18-200-004-0000 (partial)

04-18-200-020-0000

1677 W. Mission Hills Rd.
Northbrook, IL 60062

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