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DECLARATION OF
CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
PLYMOUTH FARMS CONDOMINIUMS - PHASE I

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~~DECLARATION OF CONDOMINIUM OWNERSHIP~~
 AND OF
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DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
PLYMOUTH FARMS CONDOMINIUMS - PHASE NO. 1

THIS DECLARATION made and entered into by CHICAGO TITLE & TRUST CO., an Illinois corporation, not individually but solely as Trustee under Trust Agreement dated October 18, 1973, and known as Trust No. 62197, and not individually (hereinafter for convenience referred to as the "Trustee" and/or the "Declarant")

W I T N E S S E T H:

WHEREAS, the Trustee is the legal title holder of the real estate described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter for convenience referred to as the "Parcel") and further Trustee is the legal title holder to the real estate described on Exhibit "A-1" attached hereto and by this reference made a part hereof (hereafter sometimes referred to as the "Future Development Area"), all of said real estate located in the Village of Vernon Hills, County of Lake, and State of Illinois.

WHEREAS, the Trustee has constructed and is constructing on said Parcel various lowrise residential buildings, each building containing four single family dwelling Units (as hereinafter defined), and from time to time hereafter Trustee, in its sole discretion, may develop the "Future Development Area" and may, in the Trustee's sole discretion, from time to time hereafter submit all or portions of the phases of the "Future Development Area" to the terms and conditions of this Declaration as set forth herein;

WHEREAS, the Trustee desires and intends by this Declaration to submit the Property (as hereinafter defined) to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter sometimes referred to as the "Act"), and is further desirous of establishing for its own benefit and that of all future owners or occupants of the Property, or any part thereof (which shall be known as the "Plymouth Farms Condominiums - Phase No. 1") certain easements and rights in, over and upon the parcel and mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Trustee desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in said Parcel shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges 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 ownership and to facilitate the proper administration of such Parcel and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, the Trustee, as the Owner of the real estate, ~~or Parcel hereinbefore described, and for the purposes above set forth,~~
DECLARES AS FOLLOWS:

ARTICLE I

Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01. Declaration: This instrument, by which the Property, as hereinafter defined, is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as may be adopted from time to time pursuant to the terms hereof.

1.02. Parcel: The entire tract of real estate described on said attached Exhibit "A" which is hereby submitted to the provisions of the Act.

1.03. Property: All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, or enjoyment of the Unit Owners, submitted to the provisions of the Act.

1.04. Unit: A part of the Property within a Building including one or more rooms, occupying one or more floors or a part or parts thereof, and designed and intended for independent use as a residential apartment for one family or such other uses permitted by this Declaration and having access to a public way and more specifically described hereafter in Article II.

1.05. Common Elements: All portions of the Property, except the Units.

1.06. Unit Ownership: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

1.07. Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.08. Owner or Unit Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

1.09. Occupant: Person or persons, other than Owner, in lawful possession of a Unit.

1.10. Majority or Majority of the Unit Owners: The owners without regard to their number of more than 50% in the aggregate in interest of the entire undivided ownership of the common elements. Any specified percentage of Unit Owners shall mean those Owners who own, in the aggregate, such specified percentage of the entire undivided ownership interest in the Common elements.

1.11. Plat: The Plat of Survey of the Parcel and all Units in the Property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit "B" and by reference incorporated herein and made a part hereof and recorded and filed concurrently with the recording of this Declaration. The trustee and the Developer reserves the right to record an additional Plat or Plats of all or portions of the Future Development Area from time to time adding additional Units or additional Sections to the Condominium as it exists from time to time and also reserves the right to make corrections in all Plats.

1.12. Buildings: The Buildings constructed by the Trustee, located on the Parcel and forming part of the Property and containing the Units as indicated by the Plat.

1.13. Act: The Condominium Property Act of the State of Illinois as amended.

1.14. Developer: MILLER BUILDERS, INC. is the Developer.

1.15. Future Development Area: The entire tract of real estate described on attached Exhibit A-1.

Units

2.01. Description and Ownership: All Units in the Buildings located on the Parcel are delineated on the surveys attached hereto as Exhibit "B". The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Plat.

Each Unit is bounded by perimeter walls consisting of and including within said Unit drywall material and each unit consists of the area measured horizontally between the exterior sides (that side facing away from the Unit interior) of said drywall perimeter walls, and vertically each Unit consists of the space between the top of the floor and the upperside of the drywall ceiling (that side facing away from Unit interior). Said Unit shall include the entire front and rear door (if any).

Except as otherwise provided by the Condominium Property Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

2.02. Certain Structures Not Constituting Part of a Unit: Except as a tenant-in-common with all other Unit Owners, no Unit Owner shall own any pipes, wires, conduits, public utility lines, ducts or structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

ARTICLE III

Common Elements

3.01. Description: Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property, except the individual Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, courtyards, entrances and exits, storage areas, sump pumps, crawl spaces, attics, roof, incinerator, pipes, ducts, flues, chutes, electrical wiring and conduits, piping, sewers, sewer lines, public utility lines and other utility installations to the outlets, such component parts of air conditioning piping, floors, ceilings and perimeter walls not located within the Unit boundaries as shown on the Plat, and all structural parts of the Building, including all structural columns located within the boundaries of a Unit.

3.02. Ownership of Common Elements: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements, and except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The use of the common elements shall be subject to the rules and regulations issued by the Board of Managers, an Association. Each Unit Owner shall be entitled to the

percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit "C" or as amended from time to time and set forth in a recorded Amendment provided for herein and by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded Amendment to this Declaration including a revised Exhibit "C" consented to in writing by all Unit Owners as provided herein, except that the Declarant also reserves the right to (and each purchaser by signing a purchase contract with respect to a Unit agrees to such reservation for himself, his successors and assigns) change such percentages of ownership interest by recorded Amendment, including a revised Exhibit "C", in order to expand or contract or in connection with the expansion or contraction of the size of the parcel submitted to the provisions of the Condominium Property Act or in order to equalize percentages of value based upon the value of Units or Buildings pending or after recording of a Declaration for the overall Project. For the purpose of so changing such percentages of ownership each purchaser signing a purchase contract for the purchase of any Unit and each Unit Owner, by accepting a deed to any Unit, does for himself, his successors and assigns thereby appoint the attorneys-in-fact mentioned in Article XI of this Declaration, the true and lawful attorney-in-fact of such Unit Owner, to act in the Unit Owner's name, place, and stead to make, execute and deliver any and all written instruments of consent or other instruments necessary or proper to change the percentages of ownership or to effectuate the authority hereby conferred, with full power and authority in said attorney-in-fact to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as the Unit Owner might or could do if personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do, or cause to be done. Said ownership interests in the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "C" or as said Exhibit is amended from time to time and set forth in a recorded Amendment.

ARTICLE IV

General Provisions as to Units and Common Elements

4.01. Submission of Property to the Act: The Property is hereby submitted to the "Condominium Property Act" of the State of Illinois.

4.02. No Severance of Ownership: No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

4.03. No Partition of Common Elements or Units: There shall be no partition of the Common Elements and/or Units through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit Ownership shall be owned by two or more co-Owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-Owners.

4.04. Homeowner's Association: A Declaration of Covenants, Conditions and Restrictions for the Plymouth Farms Homeowners' Association has been recorded with the Recorder of Deeds of Lake County, Illinois, creating an association which includes as members thereof all unit owners in all the condominiums covered or to be covered thereby including the condominium created by this Condominiums Declaration. Such Declaration is incorporated herein and by reference thereto made a part hereof. The Homeowners' Association shall be operated by an Illinois not for profit corporation of which each unit Owner is a member so long as he remains a unit owner and successors in title automatically become members. All member unit owners are subject to and have all the rights, benefits and obligations of members under the said Declaration and are subject to assessment by said Homeowners' Association as in said Declaration provided. Each unit owner by acceptance of his deed agrees that assessments of the Homeowners' Association shall be common expenses as provided in the Act. The Association shall hold the assessments funds so collected and its right to a lien for non-payment as provided in the Act in trust for the benefit of the Homeowners' Association.

4.05. Maintenance of Common Elements; Common Expenses: Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board or Association. Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are herein-after referred to collectively as "Common Expenses". "Common Expenses" shall also include those expenses allocated or levied and assessed by the Plymouth Farms Homeowner's Association as Condominium Association's share of expenses of the administration, construction, maintenance,

replacement, reconstruction, repairs, policing and other expenses incurred in connection with Common Area now and from time to time hereafter owned by said Homeowner's Association in accordance with the provisions, terms and conditions of the Declaration of Covenants, Conditions and Restrictions of the Plymouth Farms Homeowner's Association as heretofore or hereafter amended. Each Unit Owner's proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in the amount and at such times as may be provided by the By-laws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act.

4.06. Survey Amendments: It is understood that when Exhibit "B" was prepared the Buildings located on the Parcel were substantially, but not wholly, completed, and since the structural components of the Buildings constituting all the Unit boundaries were not then in place, the Trustee reserves the right to and shall cause to be recorded from time to time until all of said structural components are in place, an amended survey or surveys showing the actual locations and dimensions of the boundaries of those Units in the Buildings that are completed after the date Exhibit "B" was prepared. Whenever in this Declaration the term "Survey", "surveys", or Exhibit "B" appears, it shall be deemed to include such amended survey or surveys as shall be hereafter recorded pursuant to this paragraph.

4.07. Easements:

(a) Encroachments: In the event that by reason of the construction, settlement or shifting of all or any of the Buildings, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, (except as to the Trustee) that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit (except Trustee) or in favor of the Owners of the Common Elements (except Trustee) if such encroachment occurred due to the wilful conduct of said Owner or Owners.

(b) Crawlspaces: All crawlspaces, if any, shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that crawlspace, if any, direct access to which is provided from his respective Unit; provided, however, the Declarant hereby reserves unto itself and does hereby grant unto the Developer, the Condominium Association and Board, their successors, assigns or designees, a non-exclusive, perpetual easement and right of reasonable access to the individual Units for the purpose of inspecting, (but no obligation is imposed to inspect), repairing, and replacing said sump pumps. It is the duty of each Unit Owner to inspect the crawlspace to which he is granted the exclusive use, and further, the duty to immediately notify the Board or Association (and prior to their formation, then to notify the Developer), of any necessary repairs or replacements of the sump pump serving the building in which said Unit Owner's Unit and crawlspace is located. The Condominium Association shall be responsible for and pay all electrical charges incurred in operating the sump pumps in said crawlspaces and all repair and replacement charges of said sump pumps and shall keep said sump pumps in good operating condition at all times. A Unit Owner shall not change said crawlspace in any manner contrary to such rules and regulations that may be established by the said Board or Association.

(c) Easements for Utilities: The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public utilities serving the Property and the Future Development Area of the Village of Vernon Hills, Illinois, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes, wires, transformers, switching apparatus and other equipment over, under, along and on any portion of the Common Elements for the purpose of providing the Property and the Future Development Area with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board or Association may hereafter grant other or additional easements for utility purposes for the benefit of the Property and the Future Development Area over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney coupled with an interest to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit Boundaries.

(d) Easements to Run with Land: All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Property or Development Parcel, or any part of portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation,

to the easements and rights described in this Article or described in any other part of 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.

4.08. Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

4.09. Separate Real Estate Taxes: It is intended that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

4.10. Utilities: Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

4.11. Insurance; Unit Owners: Each Unit Owner shall be responsible to obtain and keep in full force and effect his own insurance on the decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability as owner of said Unit all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided below in Section 5.08.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Each Unit Owner, the Board and Association hereby waive and release any and all claims which they may have against any other Unit Owner, the Association, its officers, members of the Board, the Trustee, the Developer, the manager and managing agent of the Buildings, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the

Unit or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

4.12. Maintenance, Repairs and Replacements of Units:

(a) By the Board: The Board or Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Buildings, excluding, however, interior wall, ceiling and floor surfaces. In addition, the Board or Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Sections 2.01 and 2.02, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provision of this Declaration.

(b) By the Owner: Except as otherwise provided in paragraph (a) above, each Unit Owner shall furnish and be responsible for, at his own expense:

(1) All of his maintenance, repairs and replacements within his own Unit and of the doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the unit boundaries as specified in Sections 2.01 and 2.02. The Board or Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as a Common Expense.

(2) All of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board or

Association. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence of the Association. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance. In addition and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board, Association or another Unit Owner for any work (such as exterior window cleaning, decorating or repair), ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in writing in advance by the Board or Association.

4.13. Negligence of Owner: Except as above set forth, if due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board. Unit Owners, the Board and the Association hereby waive any and all claims which they may have against any other Unit Owner due to the negligent act or omission of said Unit Owner, or a member of his family or household pet or any other authorized occupant or visitor of such Unit Owner for damage caused to the Common Elements or Units owned by others, to the extent that such damage is covered by insurance carried by the Association or Board of Managers.

4.14. Joint Facilities: To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

4.15. Alterations, Additions and Improvements: No alterations of any Common Elements, or any additions or improvements thereon, shall be made by any Unit Owner without the prior written approval of the Board.

ARTICLE V

Administration

5.01. Board of Managers; Association: The direction and administration of the Property shall be vested in a Board of Managers (hereinafter and hereinafter sometimes referred to as the "Board"), consisting of three (3) persons who shall be elected in the manner hereinafter provided. The Unit Owners, as described in this Declaration and in the By-laws hereinafter mentioned, acting collectively through the Board, shall be known as the Plymouth Farms Condominiums - Phase No. 1, a not for profit corporation organized under the laws of the State of Illinois (herein called the "Association"). The provisions of this Article V and Articles VI and VII below shall constitute the initial and basic By-laws of the Board and/or Association, as referred to in the Act. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director, officer or employee of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. Every Unit Owner upon becoming an owner of a Unit or Units shall be a member of the Association and shall remain a member of said Association until such time as his ownership ceases, at which time the new Owner thereof shall become a member of the Association. The Association may issue certificates to evidence membership herein.

5.02. Determination of Board to be Binding: Notwithstanding that the words "Board" and "Association" may in some instance be used

interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners or with respect to interpretation or application of the provisions of this Declaration or the By-laws shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

5.03. Voting Rights: There shall be only one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in person or by proxy. The total number of votes of all Voting Members shall be one hundred (100) and each Owner or group of Owners shall be entitled to the number of votes equal to the total percentage of ownership as set forth in Exhibit "C", which Exhibit "C" may be amended from time to time by Trustee or Developer as provided in this Declaration. The Trustee (or its nominee or designee) may exercise the voting rights with respect to any Unit owned by the Trustee.

5.04. Meetings:

(a) Quorum; Procedure: The presence in person or by proxy, at any meeting of the Voting Members (without regard to their number) having a majority of the total votes, shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any voting members in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) Annual Meeting: The first Annual Meeting of the Voting Members shall be held upon ten (10) days' written notice given by the Trustee or Developer. Said first Annual Meeting shall be held no later than thirty (30) days after all of the Units are sold and conveyed by the Trustee to the purchasers thereof and said meeting shall not be held not

earlier than thirty (30) days after seventy-five (75%) percent of the Units are sold and conveyed by the Trustee to the Purchasers thereof. Thereafter, there shall be an Annual Meeting of the Voting Members on the first Tuesday of March of each succeeding year, at 7:30 o'clock P. M., on the Property or at such other reasonable place, time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting.

(c) Special Meetings: Special Meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having one-third (1/3) of the total votes, and given to the Voting Members not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

(d) Order of Business: The order of business at all meetings of the owners of Units shall be as follows:

- (1) Roll Call.
- (2) Proof of Notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of Officers.
- (5) Reports of Committees.
- (6) Election of inspectors of election.
- (7) Election of Board of Managers.
- (8) Unfinished business.
- (9) New business.

5.05. Notices of Meetings: Notices of meetings required to be given herein may be delivered either personally or sent by mail to the persons entitled to vote thereat, addressed to each such person at

the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board, and shall be deemed given as of the date postmarked.

(a) At each Annual Meeting, the Voting Members shall, by a majority of the total votes present at such meeting, elect a Board of Managers (or upon and after incorporation of said Condominium Association a Board of Directors). Two (2) members of said Board shall constitute a quorum. Members of the Board shall serve without compensation for a term of one (1) year or until their successors are elected. Vacancies on the Board may be filled by unanimous vote of the remaining members thereof. Except as otherwise provided in this Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board is hereby empowered and authorized to engage the services of a manager or managing agent.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members (Association); a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members of the Association; and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account.

(c) Any Board member or successor Board members may be removed from office by affirmative vote of the Voting Members having at least two thirds (2/3rds) of the total votes cast at any Special Meeting at which a quorum is present and called for that purpose. A Successor to fill the unexpired term of a Board Member removed may be elected by majority vote of the Voting Members at the same meeting or any subsequent meeting called for that purpose.

(d) An Annual meeting of the Board shall be held immediately following the Annual Meeting of the Unit Owners and at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each member of the Board, delivered personally or by mail or

telegram. Any Member of the Board may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

(e) Board Members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the voting Members.

5.06. General Powers of the Board: Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

(a) To elect the officers of the Association as hereinabove provided;

(b) To administer the affairs of the Association and the Property;

(c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;

(d) To formulate policies for the administration, management and operation of the Property, Common Elements thereof, and any Common areas assigned or delegated to the Association by the PLYMOUTH FARMS HOMEOWNERS ASSOCIATION;

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property, the Common Elements and any Common areas assigned or delegated to the Association by the PLYMOUTH FARMS HOMEOWNERS ASSOCIATION;

(f) To provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases, for the maintenance, repair, replacement, administration, management and operation of the Property, the Common Elements and said

portions of the Common area referred to in the immediately preceding sub-paragraphs (d) and (e), and to delegate any such powers to the manager or managing agent (and any such employees or other personnel may be the employees of the managing agent);

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided (which expenses shall include those expenses allocated or levied and assessed by the PLYMOUTH FARMS HOMEOWNERS ASSOCIATION as the Condominiums Association's share of expenses of the administration, construction, maintenance, replacement, reconstruction, repair, policing and other expenses incurred in connection with the Common Area now and from time to time hereafter owned by said HOMEOWNERS ASSOCIATION in accordance with the provisions, terms and conditions of the Declaration of Covenants, Conditions and Restrictions of the PLYMOUTH FARMS HOMEOWNERS ASSOCIATION as heretofore or hereafter amended);

(i) To comply with the instructions of a majority of the Voting Members (unless a greater plurality is required with respect to any issue or matter as elsewhere herein specified), as expressed in a resolution duly adopted at any annual or special meeting of the Voting Members; and

(j) To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Act, and all powers and duties of a Board of Managers referred to in the Declaration or By-laws.

5.07. Specific Powers of the Board: The Board, for the benefit of the Board, the Association and all Unit Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for the following:

(a) Casualty Insurance: A policy or policies of insurance insuring the Common Elements and the Units against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Elements and the Units written in the name of, and the proceeds thereof shall be payable to, the Members of the Board, as trustees for each of the Owners in the percentages established

in Exhibit "C". Prior to obtaining any such policy or policies of insurance, or any renewal thereof, except for the initial policy or policies obtained by the Developer, the Board, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Common Elements and the Units for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses. Each Owner shall notify the Board in writing of any additions or alterations to his Unit resulting in increased value thereof and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. All such policies of insurance (1) shall contain standard mortgage clause endorsements in favor of each mortgagee of each Unit, if any, as their respective interests may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Owners elect to sell the Property or remove the Property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Trustee, the Developer, the managing agent, if any, their respective employees and agents, and Owners and Occupants and (6) shall contain a "Replacement Cost Endorsement". The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$15,000,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any such loss shall exceed \$50,000.00, the Board upon written demand of the mortgagee of any Unit shall engage the services of an Insurance Trustee as aforesaid. The fees of such Insurance Trustee shall be common expenses. The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the

rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein or in any mortgage contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Buildings.

(b) Liability Insurance: Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable (but not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person injured, One Million Dollars (\$1,000,000.00) for any one occurrence and Twenty Thousand Dollars (\$20,000.00) for property damage), and other liability insurance as it may deem desirable, insuring each Unit Owner, the Association, its officers, members of the Board, the Trustee, the manager and managing agent of the Building, if any, and their respective employees and agents, from liability in connection with the ownership and/or use of the Common Elements and Units, and the streets, parking spaces, ramps for ingress and egress for underground parking, and sidewalks adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. ~~The premiums for such insurance shall be Common Expenses;~~

(c) Workmen's Compensation; other Insurance: Workmen's compensation insurance to the extent necessary to comply with any applicable laws and such other forms of insurance as the Board in its judgment elect, from time to time to procure.

7 (d) Additional Expenses: Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property or for the enforcement of this Declaration;

(e) Certain Maintenance of Units: Maintenance and repair of any Unit as provided in the Declaration and maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of a building or buildings, and the Owner or Owners of said Unit have failed

or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary to determine whether any construction or maintenance is necessary and further to perform such maintenance and repairs. It may likewise enter any crawlspace or attic for inspection, maintenance, repair or construction. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the maintenance fund.

(f) Capital Additions and Improvements: The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of One Thousand Dollars (\$1,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of One Thousand Dollars (\$1,000.00), without in each case the prior approval of the voting members holding two-thirds (2/3rds) of the total votes cast at a duly convened meeting of Unit Owners.

(g) Certain Utility Services to Units: The Board may pay from the maintenance fund for water charges and taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service the expense of which is charged to the maintenance fund.

5.08. Vouchers: All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

5.09. Rules and Regulations: Management:

(a) Rules: The Board, at the direction of the Voting Members having two-thirds (2/3rds) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

5.10. Declarant and Developer's Reserved Management Rights: The Declarant reserves the right to itself and the Developer to engage as agent for and on behalf of the Association, a manager for the Property (as amended from time to time) under a contract expiring not later than five (5) years from the date the first Unit on the Property is occupied by a Purchaser, upon such terms and provisions as the Declarant or Developer may deem appropriate.

ARTICLE VI

Assessments - Maintenance Fund

6.01. Preparation of Estimated Budget: Each year on or before December 1, the Board will estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies and Homeowner Association assessments and charges 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, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this Section. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net

shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

6.02. Reserve for Contingencies and Replacements: ~~The Board~~ shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly maintenance payment which is due immediately after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay said further assessment.

6.03. Budget for First Year: When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in Section 6.01 of this Article.

6.04. Failure to Prepare Annual Budget: The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the Unit Owner is sent notice of said new annual or adjusted estimate. Said Owner shall commence paying said new assessment as of the date of the due date of the monthly assessment immediately following the date such new annual or adjusted estimate shall have been mailed or delivered.

6.05. Books and Records: The Board shall keep full and correct books of account 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.

Such records and the vouchers authorizing the payments shall be available 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. Upon ten (10) days' notice to the Board and payment of a reasonable fee established from time to time by the Board, 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.

6.06. Status of Collected Funds: All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their respective percentage ownership in the Common Elements.

6.07. Remedies for Failure to Pay Assessments: If an Owner is in default in the monthly payment of the aforesaid charges or assessments, the Board or Manager may, from time to time, record notice of said lien with the Recorder of Deeds of Lake County, Illinois, and if said default continues for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Owner involved as of the date due and payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act; provided, however that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lenders or lending agencies, shall be subject to and subordinate, as to priority only to the lien of all Common Expenses on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or has a receiver appointed in a suit to foreclose his lien. Any encumbrancer may, from time to time, request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by his encumbrance, and, unless the request shall be complied with within twenty (20) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien of a Unit may pay any unpaid common expense payable with respect to such Unit and upon

such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

~~6.08. Assessments against Trustee: Notwithstanding anything herein to the contrary, the Trustee shall be assessed, according to the aggregate percentage of ownership in the Common Elements for all Units it owns that are not occupied, only for that portion of the "estimated cash requirement" that relates to the estimated costs and expenses that will be required for said Units irrespective of the number of Units occupied, excluding from such estimate by way of illustration and not limitation, the cost of water and garbage collection, and also excluding any reserves for contingencies and replacements. The Trustee's ultimate liability for maintenance expenses actually incurred and paid under subparagraph 6.01 of this Article VI, and for extraordinary expenditures under subparagraph 6.02 of this Article VI, shall be similarly computed.~~

6.09. Amendments: Except as provided in Article XI of this Declaration and further except for such amendments as may be required to conform any provision of this Declaration to the requirements of law, all amendments to this Article VI shall only be effective upon unanimous written consent of the Owners, and their mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or their Unit.

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

7.01. The Units and Common Elements shall be occupied and used as follows:

(a) Residential Purposes: No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each unit or any two or more adjoining units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

(b) Obstruction of Common Elements: There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as expressly provided herein. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Hazardous Uses and Waste: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. ~~No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.~~

(d) Exterior Exposure of Buildings: Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Buildings, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board; provided, however, that television antennas may be installed by a Unit Owner within the attic area immediately above that Unit Owner's Unit.

(e) Pets: No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Board.

(f) Nuisances: No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

(g) Impairment of Structural Integrity of Building: Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

(h) Prohibited Activities and Signs: No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. The right is reserved by Trustee, its beneficiary or its agent, to place "For Sale" or "For Rent" signs, banners and illumination thereof on any unsold or unoccupied Units, to place such other signs on the Property as may be required to facilitate the sale of unsold Units.

(i) Alterations of Common Elements: Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

ARTICLE VIII

8.01. Responsibility of Transferees for Unpaid Assessments:

In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth.

ARTICLE IX

Damage or Destruction and Restoration of Buildings

9.01. Insurance:

(a) Sufficient Insurance: In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost or repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within thirty (30) days after said damage or destruction, the Unit Owners elect either to sell the Property as hereinafter provided in Article X

or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

(b) Insufficient Insurance: In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred eighty (180) days after said damage or destruction, then the provisions of the Act in such event shall apply.

9.02. Substantial Restoration: Repair, restoration or reconstruction of the improvements, as used in this Article IX, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE X

Remedies for Breach of Covenants, Restrictions and Regulations

10.01. Abatement and Enjoinment: The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section:

(a) to enter upon the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Trustee, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass or conversion of or damage to property;
or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages liquidation or otherwise, together with interest thereon at the maximum legal rate until paid shall be charged to and assessed against the defaulting Owner, and shall be added to and be deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property. All said rights and remedies are cumulative and may be exercised at any time and from time to time by the Board.

10.02. Involuntary Sale: If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board to said Owner, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board to said Owner, then the Board shall have the power to issue to and serve upon the defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or, in an alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration, and the purchaser shall become a member of the Association, in the place and stead of the defaulting Owner.

ARTICLE XI

Annexing Additional Property

11.01. Future Development Parcel. Declarant is the owner of the real estate adjacent to the Parcel which real estate is legally described in Exhibit A-1 attached hereto and by this reference made a part hereof (herein called "Future Development Parcel"), which real estate Declarant, in Declarant's sole discretion, intends hereafter as part of the Plymouth Farms Phase I to develop and improve with multifamily structures. This entire residential community comprising the Parcel and the Future Development Parcel is herein called the Plymouth Farms Phase I. Declarant intends, but shall not be required, to submit a part of the Future Development Parcel to the provisions of the Illinois Condominium Property Act as any such multifamily structure is completed on such portion as hereinafter provided in this Article XI.

11.02. Reservation of Right to Annex Additional Property. The Declarant hereby reserves the right from time to time, within seven (7) years of the date of recording of this Declaration, to annex and add to the Parcel and Property and thereby to add to the plan of condominium ownership created by this Declaration, all or any portion of the Future Development Area hereinbefore described in this Article XI. No rights of any character whatsoever within the Future Development Area shall attach to any Owner except as to that portion described in any recorded amended Declaration annexing and adding such portion to this Declaration as part of the plan of condominium ownership created by this Declaration.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, acting by and through its duly authorized officers, its successor or designee and Miller Builders, Inc. and each of them singly, as attorney-in-fact, to shift the percentages of undivided ownership interest in the Common Elements appurtenant to each Unit to the percentages set forth in each such amended Declaration recorded pursuant to this Article XI. Each deed, mortgage, or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to each of said attorney-in-fact and shall be deemed to reserve to each of them the power to shift and reallocate from time to time the percentages

of undivided ownership interest in the Common Elements appurtenant to each Unit to the percentages set forth in each such recorded amended Declaration.

Each Owner of a Unit, by acceptance of a deed thereto, further acknowledges, consents and agrees, as to each such amended Declaration that is recorded, as follows:

(a) The portion of the Future Development Area described in each such amended Declaration shall be governed in all respects by the provisions of this Declaration.

(b) The percentage of undivided ownership interest in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amended Declaration and upon the recording of each such amended Declaration, the amount by which such percentage of undivided ownership interest in the Common Elements appurtenant to a Unit of an Owner is reduced, as set forth in each such recorded amended Declaration, shall thereby be and be deemed to be released and divested from such Owner and reconveyed and reallocated among the other Owners as set forth in each such recorded amended Declaration.

(c) Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of undivided ownership interest in the Common Elements appurtenant to each Unit shall, upon the recording of each amended Declaration, be divested pro tanto to the reduced percentage set forth in such amended Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded amended Declaration.

(d) A right of revocation is hereby reserved by the Declarant to so amend and reallocate the percentages of undivided ownership interest in the Common Elements appurtenant to each Unit.

(e) The percentage of undivided ownership interest in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded amended Declaration and each

deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as such amended Declarations are recorded.

(f) Each Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Units as may be provided in any such amended Declaration.

(g) The recording of each such amended Declaration shall not alter the amount of the lien for expenses assessed to a Unit prior to such recording.

(h) Each Owner by acceptance of the deed conveying his Unit, agrees for himself and all those who claim under him, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Condominium Property Act, and for purposes of this Declaration and the Condominium Property Act any changes in the respective percentages of undivided ownership interest in the Common Elements as set forth in each such amended Declaration shall be deemed to be made by agreement of all Owners.

(i) The Declarant hereby reserves the right to amend this Declaration in such manner, and each Owner agrees to execute and deliver such documents necessary or desirable, to cause the provisions of this Article XI to comply with the Condominium Property Act, as it may be amended from time to time.

(j) The foregoing provisions of this Declaration and in deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Elements can be accomplished.

ARTICLE XII

General Provisions

12.01. Trustee's Initial Rights: Until such time as the Board of Managers provided for in this Declaration is formed, and until ~~such time thereafter as Trustee shall have consummated the sale and~~ conveyance of Unit Ownerships aggregating seventy-five percent (75%) of all Unit Ownerships computed as set forth in Exhibit C attached hereto, the Trustee (or its nominee, its designee, or beneficiary) shall exercise the powers, rights, duties and functions of the Board of Managers and Association including the right to determine annual and special assessments and to collect same from the Unit Owners (as herein provided) and further including the right to enter into contracts with a managing agent for the Building provided, however, the term of said contract shall not exceed five (5) years.

12.02. Notices to Mortgage Lenders: Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

12.03. Service of Notices on Owner or Board: Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to any Owner at the common address of the building in which his Unit is situated, Vernon Hills, Illinois, (indicating thereon the number of the respective Unit) or at such other address as herein provided. Notices to the Board shall be directed to Miller Builders, Inc., 8707 Skokie Boulevard, Skokie, Illinois, 60076, or such other address as the Board may from time to time designate by either posting notices at the entrance to the Development or mailing to each Unit Owner. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Board of the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof, or if addressed to an Owner, when deposited in his mailbox in the building.

12.04. Covenants to Run With Land: Each grantee of the Trustee, by acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Trustee's Deed, or any contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all 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 in said land, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

~~12.05. Non-Waiver of Covenants: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.~~

12.06. Waiver of Damages: Neither the Trustee, nor its beneficiary, nor their respective representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted to or delegated to it by or pursuant to this Declaration, or in the Trustee's (or its beneficiary or their respective representative's or designee's) capacity as developer, contractor, Owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, Occupant, the Board, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

12.07. Amendments to Declaration: The provisions of Article II, Article III, Article VI, and Section 12.06 of this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against Unit Ownerships. Other provisions of this Declaration (except Section 12.06, which may never be changed without the written consent of the Trustee) may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least seventy-five per cent (75%) of the aggregate in interest of the entire undivided ownership interest of the Common Elements, of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having

bona fide liens of record against any Unit Ownership, not less than the (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon the recordation of such instrument in the Office of the Recorder of Deeds, in Lake County, Illinois, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

12.08. Severability: The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity or enforceability of any other provisions of this Declaration, which shall remain in full force and effect.

12.09. Perpetuities and Restraints on Alienation: 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 provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of Richard J. Daley, Mayor of Chicago, and Richard Nixon, President of the United States of America.

12.10. Interpretation of Declaration: 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 condominium apartment development.

12.11. Ownership by Trust: In the event title to any Unit Ownership is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the trust property remain vested in the trust beneficiary, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No liability shall be asserted against any such title holding trustee personally for payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created, and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge or lien upon the Unit Ownership, notwithstanding any changes in the beneficial interest of any such trust or transfers of title to such Unit Owners.

12.12. Liability of and Indemnity to Board Members: The members of the Board and the officers thereof, the Association, the Trustee (and its beneficiary) and Developer shall not be liable to the

Unit Owners for any mistake of judgment, or for any acts or omissions made in good faith as such Board member, officers, or acting as the Board or conducting the management duties thereof. The Unit Owners shall indemnify and hold harmless each of the members or officers of the Board, the Association, the Trustee (and its beneficiary) and the Developer against all contractual liability to others arising out of contracts made by such Board members or officers, the Trustee (and its beneficiary) or the Developer on behalf of the Unit Owners or the Association, unless such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such Board members or officers, the Trustee (and its beneficiary) and Developer shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or the Association. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest of all the Unit Owner in the Common Elements. Each agreement made by such Board members or officers, the Trustee (and its beneficiary) or the Developer, or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such Board members or Officers, the Trustee (and its beneficiary) or the Developer, or the managing agent, as the case may be, as agents for the Unit Owners or for the Board or Association.

12.13. Watering Common Areas: The Unit Owners and the Association do hereby grant to Declarant, Miller Builders, Inc., the Plymouth Farms Homeowners Association and their successors, assigns and designees the right to attach hoses and other sprinkling devices to and obtain water from the water faucets located on the exterior walls of the Buildings to furnish water for and to clean and maintain the common areas. The Unit Owners and the Association shall not receive any compensation for the rights granted herein or for the water used pursuant to the provision. This grant is perpetual and unexclusive and cannot be terminated or modified without the consent of the entities in whose favor the grant inures.

12.14. Ordinances of Vernon Hills: Police, fire, water, health and other authorized municipal officials shall have reasonable ingress and egress to the Property for performance of official duties. It is further declared that the provisions of the traffic ordinances and regulations of the Village of Vernon Hills, Illinois shall apply to the Property and all the residents therein.

THIS DECLARATION is executed by CHICAGO TITLE & TRUST CO., as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that the CHICAGO TITLE & TRUST CO., as Trustee as aforesaid, and not personally, has joined in the execution

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of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 63197 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by CHICAGO TITLE & TRUST CO., as Trustee as aforesaid, to be kept and performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 63197, or their successors, and not by CHICAGO TITLE & TRUST CO., personally; and further, that no duty shall rest upon CHICAGO TITLE & TRUST CO., 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 No. 63197, and after the Trustee has first been supplied with funds required for the purpose. In the event or conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the said CHICAGO TITLE & TRUST CO., as Trustee as aforesaid, and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its (Assistant) Vice President and attested by its (Assistant) Secretary, this 21st day of May, 1973.

CHICAGO TITLE & TRUST CO., as Trustee as aforesaid, and not individually.

By Michael P. Booth
(Assistant) Vice-President

ATTEST:
[Signature]
(Assistant) Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SUSAN HECKLER, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that MARY E. BOOTH ASST Vice-President of the CHICAGO TITLE & TRUST CO., and Robert E. Skinner, Jr. Secretary of said CHICAGO TITLE & TRUST CO., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively,

RJL/af R 8/29/73

and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said CHICAGO TITLE & TRUST CO., as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that , as custodian of the corporate seal of said CHICAGO TITLE & TRUST CO., did affix the corporate seal of said CHICAGO TITLE & TRUST CO. to said instrument as his own free and voluntary act and as the free and voluntary act of said CHICAGO TITLE & TRUST CO. as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of May, 1973.

Susan Hebler
Notary Public

EXHIBIT A-1

Part of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and part of West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 43 North, Range 11 East of the Third Principal Meridian, bounded by a line described as follows: Beginning at the intersection of the North line of the Southwest $\frac{1}{4}$ of said Section 5 with the center line of Butterfield Road, as per the survey of said Road recorded as Documents No. 945468 and 945469; thence North $89^{\circ} 22' - 30''$ East along the North line of the Southwest $\frac{1}{4}$ and the North line of the Southeast $\frac{1}{4}$ of said Section 5, a distance of 714.71 feet to point of intersection with the Southwesterly right-of-way line of the Soo Line Railroad; thence South $21^{\circ} 23' - 33''$ East along the said Southwesterly right-of-way line, 1244.00 feet; thence South $68^{\circ} 36' - 27''$ West, 425.56 feet; thence North $36^{\circ} 19' - 11''$ West, 274.05 feet to a point of curvature; thence Northwesterly along a curved line, being the arc of a circle convex to the Northeast, tangent to the last described course and having a radius of 267.00 feet, an arc distance of 246.53 feet to a point of tangency; thence North $89^{\circ} 13' - 22''$ West, tangent to the last described curved line, 410.01 feet to a point in the center line of Butterfield Road aforesaid; thence North $00^{\circ} 46' - 38''$ East along said center line, 470.59 feet to a point of curvature in said line; thence Northerly along said center line, being the arc of a circle convex to the East, tangent to the last described course and having a radius of 80,800.00 feet, an arc distance of 500.00 feet (the chord of which arc bears North $00^{\circ} - 36' - 00''$ East and measures 500.00 feet) to the point of beginning, in Lake County, Illinois except therefrom that certain subdivision known as Plymouth Farms Phase 1-A being a subdivision of part of the South $\frac{1}{4}$ of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois.

EXHIBIT "A" TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS
AND COVENANTS FOR PLYMOUTH FARMS CONDOMINIUMS
PHASE 1

Blocks 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 22
23, 24 and 32 in Plymouth Farms Phase 1A being a subdivision of
part of the South 1/2 of Section 5, Township 43 North, Range 11,
East of the Third Principal Meridian, In Lake County, Illinois

EXHIBIT "C" TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS FOR PLYMOUTH FARMS CONDOMINIUMS
PHASE NO. 1

Unit 501 in Plymouth Farms Phase 1 shall have an initial undivided 1.388952 ownership interest in the Common Elements appurtenant to said Unit and all other Condominium Units in Plymouth Farms Phase 1 shall have an initial undivided 1.388888 ownership interest in the Common Elements appurtenant to each individual unit as set forth in the Condominium Declaration to which this Exhibit "C" is attached, which Declaration may be amended from time to time causing such percentage interest to automatically change in accordance with any amended Condominium Declaration as the same are filed of record pursuant to the provisions of said Condominium Declaration.

~~CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM OWNERSHIP~~
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR PLYMOUTH FARMS
CONDOMINIUMS - PHASE NO. 1

LA SALLE NATIONAL BANK, a National Banking Association, as Mortgagee under that Certain Mortgage dated April 1, 1974, and recorded April 10, 1974, with the Recorder of Deeds of Lake County, Illinois, as Document No. 1658971, which Mortgage was executed by Chicago Title and Trust Company, as Trustee under Trust No. 63197, to said LaSalle National Bank, securing a Note for \$1,537,624.00 does hereby consent and subject to the aforesaid mortgage to the Illinois Condominium Act and the within Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Plymouth Farms Condominiums Phase No. 1.

LA SALLE NATIONAL BANK

BY: John R. Newman
Assistant Vice President

ATTEST: [Signature]

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 JOHN R. NEWMAN personally known to me to be the Assistant Vice President of LaSalle National Bank, a National Banking Association, and Helen [unclear] personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Assistant Vice President and Assistant Secretary, they signed and delivered the said instrument and caused the Corporate Seal to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act and as the free and voluntary act of said Corporation, as Mortgagee aforesaid, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 21st day of May, 1974.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES JANUARY 23, 1978

*This Instrument was prepared
by Robert G. Luby, Ruben Kaplan,
Luby & Kaufman, Attorneys
One Concourse Plaza
Evanston, Ill 60076*

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① 365054

DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR THE PLYMOUTH FARMS
HOMEOWNERS' ASSOCIATION

Mailed to:

THIS INSTRUMENT PREPARED
BY ROBERT J. LASKY
BARBARA KAPLAN, LASKY & REIFMAN
8711 GOLF FLD, BETHESDA, MD.

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DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE PLYMOUTH FARMS HOMEOWNERS' ASSOCIATION

THIS DECLARATION, made this 1st day of April,
1974, by CHICAGO TITLE AND TRUST COMPANY, an Illinois corpora-
tion, not individually but as Trustee under Trust Agreement
dated October 18, 1973, and known as Trust No. 63197,
("Declarant")

WHEREAS, Declarant is the legal title holder of
certain real estate ("The Properties") in the Village of Vernon
Hills, County of Lake, State of Illinois, legally described on
Exhibit A, attached hereto and made a part hereof; and

WHEREAS, MILLER BUILDERS, INC., ("Developer"),
intends to develop on The Properties a residential complex
consisting of residential low rise multiple dwelling buildings
and various facilities common to the entire complex, including
a recreation building, landscaped areas, outdoor parking area, a
swimming pool, and private roads; and

WHEREAS, the Declarant intends to submit certain
portions of the aforesaid real estate to condominium form of
ownership pursuant to the Condominium Act of the State of Illinois,
as amended from time to time; and

WHEREAS, in order to preserve and enhance the value
of the development, Developer has formed the Plymouth Farms Home-
owners' Association for the purpose of maintaining and adminis-
tering the common facilities which may be constructed by Developer,
that benefit the Properties, including all landscaping, site
lighting and walks and driveways on The Properties and to which
and Declarant intends to subject The Properties to the covenants,
restrictions, conditions, easements, charges and liens described
below, all of which are for the benefit of The Properties and each
Owner thereof and shall attach to and constitute covenants
running with the land.

NOW, THEREFORE, Declarant hereby declares that
The Properties shall be held, sold and conveyed subject to the

covenants, restrictions, conditions, easements, charges and liens described below, which shall run with The Properties and be binding on all parties having or acquiring any right, title or interest therein and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Plymouth Farms Homeowners' Association, an Illinois non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described on said Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association from time to time hereafter for the common use and enjoyment of the members of the Association. The common area to be conveyed by Declarant to the Association no later than two years from the date of this Declaration is described as follows: Out-Lot 1 in that certain subdivision known as Plymouth Farms Phase 1-A being a subdivision of part of the South $\frac{1}{4}$ of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois.

Section 4. "Unit" for the purpose of this Declaration shall mean and refer to a portion of any residential building on The Properties including one or more rooms, occupying one or more floors or a part or parts thereof when originally constructed by the Developer, which is designed for independent use as a residential apartment for one family, whether or not the Unit is submitted to the Condominium Act of the State of Illinois. If two or more Units are owned by the same Owner, or combined and used as a dwelling Unit for only one family, each Unit shall nevertheless be considered as a separate Unit under this Declaration.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of The Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Chicago Title and Trust Company, an Illinois corporation, as Trustee under Trust Agreement dated October 18, 1973, and commonly known as Trust No. 63197.

Section 8. "Developer" shall mean and refer to Miller Builders, Inc.

Section 9. "Act" shall mean and refer to the Condominium Property Act of the State of Illinois, as amended from time to time.

Section 10. "Condominium Association" shall mean and refer to any condominium association formed pursuant to a Declaration of Condominium Ownership and under which a portion of The Properties or other real estate as may be added thereto pursuant to Article II of this Declaration is effectively submitted to the provisions of the Act.

Section 11. "Community Facilities" shall mean and refer to the walks, roads, street, paths, landscaping, recreational facilities, open spaces and parking areas and such improvements or structures from time to time or at any time located or constructed on the Common Area.

Section 12. "Homeowners' Board" shall mean and refer to the Board of Directors of the Homeowners' Association, as constituted at any time or from time to time, in accordance with the applicable provisions of this Declaration.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Except as provided in Section 2 of this Article II, annexation of additional property shall require the assent of the majority of the votes of the Class A members present at said meeting in person or by written proxy and the majority of the votes of the Class B members present in person or by written proxy, if any, at a meeting duly called for this purpose, written

notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at the meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 2. If within ten (10) years of the date of incorporation of this Association, the Declarant or Developer, as owner and/or general contractor, should commence construction of one or more buildings containing Units (as defined herein) on all or a portion of the real estate described on Exhibit B attached hereto and incorporated herein, all or a portion of said real estate (as designated by the Declarant or Developer) may be annexed to said Properties without the assent of the Class A members. Such additional lands or portions thereof shall be considered annexed to said Properties and subject to the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements only at the time Declarant records a statement with the Recorder of Deeds of Lake County, Illinois describing the portion to be annexed to said Properties and specifically makes said additional property subject to this Declaration.

ARTICLE III

MEMBERSHIP IN THE ASSOCIATION

Section 1. Membership. Every person or entity, including Declarant, who is a record owner of a fee or undivided fee interest in any Unit which is subject to this Plymouth Farms Homeowners' Association Declaration of Covenants, Conditions, Restrictions and Easements, including contract sellers, shall be a member of the Association, and each purchaser of any Unit by acceptance of a deed therefor covenants and agrees to be a member of the Association whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include any persons or entities who hold an interest merely as security for the performance of an obligation. For each Unit owned, the owner thereof shall be entitled to one membership. Membership shall be appurtenant to and may not be separated from the fee ownership of any Unit. Ownership of such Unit shall be the sole qualification for membership. For the purpose

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of this Declaration, the word "member" shall include any beneficiary of a trust holding legal title to one or more Units. The Association may, from time to time hereafter, issue Certificates of Membership to members of the Association.

Section 2. Transfer. The membership held by any owner of a Unit shall not be transferred, alienated, or pledged in any way, except upon the sale or encumbrance of such Unit, and then only for the purchaser or mortgagee of such Unit. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of such Unit, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the purchaser, and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

ARTICLE IV

VOTING RIGHTS IN THE ASSOCIATION

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article II with the exception of the Declarant. Class A members shall be entitled to one vote for each Unit in which they hold the interest required for membership by Article III. When more than one person holds such interest, in any Unit, all such persons shall be members and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member shall be the Declarant. The Class B member (or its beneficiary, shall be entitled to three (3) votes for each Unit in which it holds the interest required for membership by Article II, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) Upon the sale and conveyance by Declarant to a Purchaser of the then last Unit in The Properties as may hereafter be amended by annexation in accordance with the provisions of this Declaration of Covenants, Conditions, Restrictions

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~~and Easements.~~ In the event of additional membership being created by annexation of portions of additional land and the construction of a building or buildings thereon containing Units, the last of this sub-paragraph (a) shall be applied separately to each portion of annexed land, and under this test Class B shall cease and be converted to Class A upon the conveyance by the Declarant of the last Unit owned in The Properties as then amended by annexation. This sub-paragraph (a) shall be applicable even though, from time to time, Declarant and Developer have sold and conveyed all Units in the buildings on The Properties, but within seven (7) years thereafter commence construction of an additional building or buildings on The Properties containing Units.

Or

(b) Ten (10) years from the date of this Declaration of Covenants, Conditions, Restrictions and Easements or, in the event of additional land being annexed, then ten (10) years from the recording of the statement of annexation.

Or

(c) Developer, by written notice to the Association, elects to terminate said Class B membership.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easement of Enjoyment. Every member shall have a right and easement for ingress and egress over and across and of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Unit. Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents. Said right of easement for ingress and egress over and across and of enjoyment in and to the Common Area shall be subject to the following provisions:

(a) The right of the Association to limit the number of guests.

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(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area.

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or reconstructing the Common Area and facilities thereof and in aid thereof to mortgage said Common Area (or a portion thereof).

(d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Unit remains unpaid and delinquent; and for a period not to exceed 30 days from any single infraction of the published rules and regulations of the Association provided that any suspension of such voting rights or right to use the recreational facilities, except for failure to pay assessment, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association.

(e) The right of the Association to declare or grant easements and licenses (subject to the reservations by Declarant set forth in Article IX hereof), to dedicate or transfer all or any part of the Common Area to any public agency, authority, or public or private utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been recorded, signed by the Association and authorized at a duly convened meeting of members and said dedication or transfer has been authorized by the assent of 66-2/3% or more of the votes of the members present in person or by proxy and entitled to vote, and unless written notice of the proposed action and meeting is mailed to every member not less than 5 days nor more than 40 days in advance of a meeting called for the purposes expressed herein.

(f) The right of the Association to establish uniform rules and regulations pertaining to the use, operation and maintenance of the Common Area and the recreational facilities thereof.

(g) The right of Declarant, its beneficiary and designees or the Developers of other tracts within the area described on Exhibit A or Exhibit B after annexation (in accordance with Article II hereof), (and their respective sales agents

and representatives) to the reasonable non-exclusive use of the Common Area (as may be amended by annexation from time to time) and recreational facilities for sales, display and exhibit purposes in connection with the sale or rental of residential units within such tracts, which rights Declarant hereby reserves provided, however, that such use for sales shall not be for a period more than 10 years or after the sale and conveyance of all the Units in said Properties (as may be amended by annexation from time to time thereafter), whichever is earlier.

(h) The right of the Association to assign outdoor automobile parking spaces to individual Members and to adopt and enforce parking and traffic regulations and restrictions for the Common Area and any access roads serving The Properties. The Association shall seek to assign to Unit owners parking spaces closest to the building in which the Unit is located. The Association, at its option, may delegate the assignment of parking spaces to the various Condominium Associations of the buildings on The Properties.

(i) The right of each Unit Owner to the sole and exclusive use of the driveway immediately adjacent to the garage portion of said Owner's Unit.

(j) Such other rights as are reserved or created by this Declaration.

(k) No dwelling Unit shall be used for other than as a residence for a family, nor shall any Dwelling Unit ever be constructed on the Common Area.

(l) No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area, nor shall any "For Sale" or "For Rent" signs or any window display advertising be maintained or permitted on any part thereof. The foregoing notwithstanding, so long as there are any portions of the Premises not subject to this Declaration, Declarant reserves the right for itself, or its agents, to place "For Sale," "For Rent" or any other signs on any part of the Premises and to use any part of the Common Area for sale or display purposes.

(m) There shall be no obstruction of the Common Area, except as specifically provided herein, nor shall anything be stored in the Common Area without the prior consent

of the Association; provided, however, that Declarant may store construction material on the Common Area when necessary in connection with the development of The Properties.

(n) No animals of any kind shall be raised, bred or kept in the Common Area. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Common Area upon three (3) day's written notice from the Association to the Owner of the Unit containing such pet.

(o) No nuisance, noxious or offensive activity shall be carried on in the Common Area, nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Units.

(p) Nothing shall be done in, on or to the Common Area which would impair the structural integrity of any building or structure located thereon.

(q) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Common Area. The Common Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed therein.

(r) Playing, lounging, parking of baby carriages or playpens, bicycles, toys, wagons, vehicles, benches, chairs or any other personal property, or barbecuing, on any part of the Common Area, as well as use of all common facilities such as, but not limited to, the open spaces and playgrounds, shall be subject to all rules and regulations adopted from time to time by the Homeowners' Board.

(s) Nothing shall be altered or constructed in, or removed from, the Common Area except upon the written consent of the Homeowners' Board.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, contract-purchasers who reside on the property, or his guests or invitees.

Section 3. Title to Common Area; Construction of Swimming Pool and Bathhouse.

The Declarant hereby covenants and agrees to construct a bathhouse and swimming pool on a portion of the Common Area to be completed within two (2) years from the date of this Declaration, subject to delays caused by Acts of God, strikes, wars, riots, regulations, extreme weather conditions, action by a governmental body or utility company, shortages of labor and/or material, or any other cause beyond the control of the Declarant. Said bathhouse and swimming pool shall be constructed substantially in accordance with the plans on file with the Declarant, c/o Miller Builders, Inc., 8707 Skokie Boulevard, Skokie, Illinois 60076. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to that portion of the Common Area upon which the swimming pool and bathhouse are located to the Association, within two (2) years after the date of this Declaration, subject to: covenants and conditions and restrictions then of record, the terms of this Declaration, as amended, public zoning ordinances, current real estate taxes, if any, (which shall be prorated among the parties), utility easements granted or to be granted for sewer, water, gas, electricity, telephone, and any other necessary utilities, public street dedications, party wall agreements, and subject to liens, mortgages and encumbrances existing at the time of conveyance of said Common Area, or a portion or portions thereof, which the Declarant shall pay in accordance with the terms and provisions of said liens, mortgages and encumbrances and which the Association shall not assume.

Section 4. Future Optional Recreational Facilities.

(a) Within ten (10) years from the date of this Declaration, the Declarant, at its sole discretion, may, from time to time, hereafter construct one or more additional swimming pools and/or bathhouses, which swimming pools and/or bathhouses shall be of such configuration, size, design, and type of construction and nature as determined by the Declarant. If said swimming pools and/or bathhouses are constructed, they shall be constructed where designated by Declarant on a portion of the land described on Exhibit B attached hereto and/or The Properties (as may be amended by annexation in accordance with this Declaration).

(b) Within ten (10) years from the date of this Declaration, the Declarant, if it so desires and at its sole discretion, may from time to time hereafter construct one or more tennis courts of regulation size, such type of construction

and nature as is reasonably necessary for The Properties (as may be amended by annexation in accordance with this Declaration). If said tennis court or courts are constructed, they shall be constructed on such area of the land described on Exhibit B attached hereto and/or The Properties (as may be amended by annexation in accordance with this Declaration).

(c) Within ten (10) years from the date of this Declaration, the Declarant, at its sole discretion, may, from time to time, hereafter construct one or more tot-lot playground areas, each of which tot-lot area shall contain a swing set, monkey bars and such other play equipment of such nature and type of construction and size as is reasonably necessary to provide play facilities for young children on a portion of the land described on Exhibit B attached hereto and/or The Properties (as may be amended by annexation in accordance with this Declaration).

(d) Within ten (10) years from the date of this Declaration, the Declarant, in its sole discretion, may from time to time hereafter construct such recreational facilities of such type of construction, size and nature as is reasonably adequate (necessary) to service the properties (as may be amended by annexation in accordance with this Declaration).

(e) In the event the Declarant from time to time hereafter constructs any of the recreational facilities described in one or more of sub-paragraphs (a), (b), (c) or (d) of this Section 4, the Declarant shall:

(1) With reference to the land upon which the recreational facilities are located, convey to the Association fee simple title subject to: covenants, conditions and restrictions of record at the time of conveyance of the land upon which the facilities are located, the terms of this Declaration, public zoning ordinances, then current real estate taxes, (which shall be prorated among the parties) private and public streets, roads and highways, and private and public utility easements for sewers, water, gas, electricity, and other necessary utilities, and subject to liens, mortgages and encumbrances existing at the time of conveyance of said land upon which said facilities are located, which the Declarant shall pay in accordance with the terms and

provisions of said liens, mortgages and encumbrances and which the Association shall not assume.

(2) In the event the Declarant constructs a clubhouse recreational facility and annexes the land upon which said clubhouse is situated to The Properties, then Declarant reserves unto itself, its beneficiaries and designees the right to use the clubhouse as a sales office until the last Lot in The Properties, as may be amended by annexation in accordance with the provisions of this Declaration, is conveyed to a third-party Purchaser, or for 10 years after the date of this Declaration, whichever occurs first.

(F) Invalidation of any one or more of subparagraphs (a) through (e), inclusive, of this Section 4 by judgment or Court order shall in no way affect the validity and enforceability of any other paragraphs of this Section 4, which shall remain in full force and effect.

Section 5. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or by abandonment of his Unit.

Section 6. Engaging Manager. The Declarant hereby reserves the right to itself and the Developer to engage, as agent for and on behalf of the Association, a manager for The Properties under a contract expiring not later than five (5) years from the date the first Unit on The Properties is occupied, upon such terms and provisions as the Declarant or Developer may deem appropriate.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant (subject to the exemptions set forth in Section 9 of this Article VI) for each Unit owned within The Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor or possession

thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to personally and individually covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon, attorneys' fees and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title accepting a deed to or assignment of beneficial interest in or possession of said Unit unless same is expressly assumed.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare and enjoyment of its members, and in this connection, for the maintenance and improvement of the Common Area and the structures, streets, walks, buildings and facilities thereon (including, but not limited to the walks, streets, surface parking facilities, street lighting and driveways), and to provide funds for the Association to carry on its duties set forth herein or in its Articles of Incorporation and By-Laws.

Section 3. Basis of Annual Assessments. The assessments through the year 1974 shall be determined by the Declarant. Commencing with the year 1975, and each year thereafter, the Board of Directors of the Association shall determine the amount of the annual assessments in accordance with the By-Laws of the Association.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that and succeeding years for any purpose set forth in Article VI, Section 2 hereof, including the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement and recreational facility upon the Common Area, including the

necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of the majority of the votes of Class A members and a majority of the votes of Class B members (until the Class B membership terminates) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 5 days nor more than 40 days in advance of the meeting setting forth the purpose of the meeting. Unless the special assessment specifies that it shall be applicable to a specified number of years, it shall be applicable only to the year enacted.

Section 5. Estimated Budget. Each year on or before November 1st, commencing November 1, 1974, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies and all other common expenses that will be required during the following calendar year on the furnishing of all services, together with, if the Board deems necessary, a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

Section 6. Assessment of Estimated Budget. The total amounts of monies estimated for the following calendar year, and any special assessments, shall be allocated by the Association to each Condominium Association and to each Building not subject to the Act and not exempt from assessment by (i) dividing the aggregate amount of such annual and/or special assessment by the number of Units then in The Properties and not exempt from assessment, and (ii) multiplying the quotient resulting from (i) by the number of Units not exempt from assessment in such Condominium Association and in such Building. Each building not submitted to the act (and containing units not exempt from assessments) shall be allocated a sum equal to the aforesaid Unit portion multiplied by the number of Units not exempt from assessments within said Building. Each Condominium Board of Managers of each separate Condominium Association submitted to the Act shall, on or before December 15th of each year, notify each Unit Owner within its Condominium Association as to sums allocable to such Building and shall include a reasonable itemization thereof. The sums allocated to each Building submitted to the Act shall be deemed a "common expense" for the purposes of the Act and shall be allocated and assessed against Unit owners within each Building in accordance with that Unit owner's percentage of ownership in the common elements appurtenant to said buildings. The Condominium Board of

Managers shall thereupon collect said sums and remit same to the Association in accordance with the By-Laws of the Plymouth Farms Homeowner's Association.

The sums allocated to each building not then submitted to the Act shall be assessed against the Owner thereof and shall be a continuing lien on the building and the real estate upon which the building is situated. Said sums shall be payable by said building owner as specified in the Association's By-Laws.

... Section 7. Collection and Payment of Assessments.

The annual assessments for each year shall be due and payable in twelve (12) equal monthly installments during said year to which said assessments are applicable. The first payment shall be due and payable on or before January 1st of each applicable assessment year and subsequent monthly installments shall be due and payable on the first day of each and every month of said year. Each Unit Owner who is subject to assessment as hereinabove provided shall be required to pay monthly to the Board of Managers of his separate Condominium Building, as collecting agent for the Board, concurrently with the payment of any assessment independently made upon such Unit Owner by such Condominium Board of Managers pursuant to his applicable Declaration of Condominium Ownership, one-twelfth (1/12) of the annual assessments made pursuant to Section 6 of this Article VI. Each Owner of a Building which is not submitted to the Act shall be required to pay monthly to the Board one-twelfth (1/12) of the annual assessments made against said Building pursuant to Section 6 of this Article VI. If, on any payment date, the payment made by a Unit Owner to his respective Board of Managers shall be insufficient to satisfy in full the assessments made pursuant to Section 6 of this Article VI, together with any assessment independently made upon such Member, pursuant to his applicable Declaration of Condominium Ownership, such payment shall be apportioned pro-rata to the payment of each such assessment in the ratio that each assessment bears to the total of such assessments then due or past due applicable to the then current assessment year. On or before the 15th day of each calendar month, the Board of Managers of each separate Condominium Association shall pay over to the Homeowner's Association all sums collected by it on behalf of the Board for the assessments herein provided and shall advise the Board with respect to any and all delinquencies and the amount thereof. ...

Section 8. Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified Unit have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment for any assessment therein stated to have been paid. No charge shall be made in issuing from time to time said certificates to the Declarant or the Developer on Units then owned by Declarant.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) any additional property or portions thereof under Sections 1 and 2 of Article II hereof prior to the time such additional property or portions thereof is annexed which dates of assessment shall specifically be subject to Subsection (b) of this Section 9; (b) in order that those Units which have been constructed and conveyed by Declarant may with reasonable promptness receive the benefits of maintenance by the Association for the enjoyment of the residents therein, and also be subject to assessments therefor, and so as not to discourage the Declarant from voting for such assessments at such times as the Declarant may still own a substantial number of Units which are then not yet sold and/or conveyed in The Properties (as may be amended from time to time) upon which there may be no construction at all or wherethere may be construction in progress or where no occupants are residing thereon, and the assessments for which Units would impose a burden on the Declarant without the Declarant requiring, desiring or receiving the benefits of such maintenance items such as landscaping, snow removal, and use of the recreational facilities, as well as other items, and the number of which Units with incomplete or no construction thereon may be substantially increased from time to time by the inclusion of portions of the annexed lands into The Properties, it is, therefore, expressly provided that each of the Units located in a building or building situated on The Properties (as may be annexed or amended from time to time) prior to the time a Unit is conveyed by the Declarant to a Purchaser, shall be fully exempt from the annual and special assessments, charges and liens created herein. Once an exemption is created pursuant to this Subsection (b), it

shall continue until such time as the Declarant conveys said Unit to a Purchaser or causes same to be occupied by a lessee thereof, at which time the exemption created under this Subsection (b) shall cease and said Unit shall be subject to all of the other terms and conditions of this Declaration. A conveyance by the beneficiary of Declarant to a corporation owning all the stock of the beneficiary of Declarant or to a corporation of which the beneficiary of Declarant owns all the stock shall not be considered within the meaning of conveyance for the purpose of this Section 9 of Article VI.

Section 10. Association's Lien Subordinated to Mortgages. The lien for assessments as herein provided shall be subordinate to the lien of any first mortgage on any Unit and to the lien for condominium charges or assessments on any Unit, provided that such subordination shall apply only to assessments provided for herein which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VIII

NON-PAYMENT OF ASSESSMENTS

Section 1. Delinquency.

(a) Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a "Late Charge" in a sum to be determined by the Association, but not to exceed \$1.00 per each delinquent assessment per Unit. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then legal rate, and the Association may, at its option:

- 1) require the Board of Managers of the Building in which the said Unit is situated to bring suit as set forth in subsection (b) of this Section 1, or, 2) bring an action at law against the Unit owner personally obligated to pay the same or if said delinquent assessments are against a building not submitted to the Act, then suit against the Owner of said building, and/or 3) upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article VI hereof) against the lot.

There shall be added to the amount of such delinquent assessment(s) and the lien thereof, the late charge(s), the costs of preparing and filing the complaint in such action, and reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include said interest together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such owner for the collection of such delinquent assessments.

(b) In the event the delinquent assessments are against a Unit which is submitted to the Illinois Condominium Act, then in such event, the Board of the Plymouth Farms Homeowners' Association may (in said Board's sole discretion) require the Board of Managers created for the building in which said delinquent Unit is situated, to bring suit for and on behalf of the Association and the Condominium Association to enforce the collection thereof or to foreclose the lien thereof all as provided in and subject to the Declaration of Condominium Ownership applicable to said Unit.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid; addressed to the Owner of said Unit, and a copy thereof is recorded by the Association in the Office of the Recorder of Deeds of Lake County, Illinois, in which such notice of claim must recite a good and sufficient legal description of any such Unit, the record owner or reputed owner thereof, the amount claimed (which may at Association's option include interest on the unpaid assessment at the legal rate, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant; provided, however, that in no event shall this Section 2 apply to actions brought pursuant to the Act.

Section 3. Foreclosure Sale. Except as to those actions instituted pursuant to the Act (Illinois Condominium Act), any such sale or foreclosure provided for above is to be conducted in accordance with the provisions of the laws of the State of Illinois applicable to the exercise of powers of sale or foreclosure of mortgages or in any other manner permitted by law. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was

filed by the Association and prior to the commencement of any legal proceedings to foreclose or otherwise enforce the collection of such claims for lien, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed TWENTY DOLLARS (\$20.00) to cover the costs of preparing and filing or recording such release.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to all remedies provided in this Declaration or the Articles of Incorporation or the By-Laws of the Association or remedies otherwise provided or permitted by law. The remedies specified are cumulative and not in substitution of other remedies available at law, including a suit to recover money judgment for unpaid assessments, as above provided.

ARTICLE IX

ENCROACHMENTS AND OVERHANGS

Section 1. Encroachments and Overhangs. Since some of the Condominium buildings and/or the structures or facilities constructed on the Common Area may be esthetically and functionally designed with structures that encroach and/or overhang (above, beneath, and/or at grade level) adjoining Common Area land upon which Condominium buildings are constructed, respectively, the Owners of real estate hereby take title subject to a perpetual easement for any such overhang and/or encroachment, which easement shall include the reasonable right of access thereto for inspection, maintenance, repair and/or replacement of all or a portion thereof. In the event of a fire or other casualty that results in a total or partial destruction of a building, the Owners thereof shall be entitled to repair or rebuild said building, structure or facility in such a fashion to permit these overhangs or encroachments to be re-established.

ARTICLE X

RESERVATION OF EASEMENTS AND UTILITIES IN COMMON AREAS

Section 1. The Declarant hereby reserves unto itself, its successors, assigns and designees, the right to create, declare, and grant over, above, under and across the Common Areas non-exclusive perpetual, utility easements for the installation, connection, reconnection, construction, improvement, removal, reconstruction, replacement, substitution and maintenance of sewer (storm and sanitary), water, gas, electricity, master television antenna and transmission systems, telephone and any other easements as may be necessary in the Declarant's sole judgment to develop, service and maintain the Properties. The aforesaid easements shall include reasonable rights of ingress and egress.

Section 2: Anything contained in this Declaration to the contrary notwithstanding, the Declarant hereby reserves for itself, its agents, employees, contractors, sub-contractors, workmen, materialmen, invitess, and any successor builders an easement under, over and across the Common Area (as amended from time to time by annexation) and the recreational facilities or any part thereof for the purposes of constructing, completing, repairing, maintaining, inspection, exhibiting, selling and renting any Units or buildings then owned by the Declarant and for the purpose of constructing, completing, repairing, maintaining, inspecting and exhibiting recreational facilities permitted herein on the Common Area.

ARTICLE XI

EXTERIOR MAINTENANCE

The Declarant hereby agrees to maintain the Common Areas to and until the date the first Unit is conveyed to a Purchaser. From and after the date of said conveyance, the Association agrees either to do or cause the following to be done: to maintain, repair and replace the Common Area and elements and the recreational facilities, including but not limited to, the building structures, lakes and their outlets, the banks of streams and creeks, retention ponds and their outlets, sidewalks, roads, grass, trees, shrubs, plantings and lighting on said Common Area, and parking ramps and parking areas. In addition to the above requirements, upon completion of the swimming pool and bath house on a portion of the Common Area, the Association agrees to supervise, police and provide such personnel (including lifeguards) and issue, keep in full force and effect and enforce such By-Laws and rules and regulations as are reasonably necessary to safeguard the health, welfare and safety of the users of said recreational facilities, and further, the Association shall keep in full force and effect bodily injury and property damage liability insurance with minimum limits of \$300,000 per occurrence and \$500,000 total aggregate and premises medical payment in minimum amounts of \$250.00 each person and \$10,000 aggregate.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Board Liability. The Directors from time to time constituting the Homeowner's Board, and the

Officers thereof, shall not be liable to the members of the Association for any mistake of judgment or for any acts made, or omissions to acts omitted in good faith as such Directors or Officers.

Section 2. Enforcement. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or any Unit Owner to enforce any covenant or restriction 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 of any mortgage or deed of trust made in good faith and for value as to said lots or property, or any part 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's sale or otherwise.

Section 3. Reservation of Rights for Governmental Bodies. Anything contained in this Declaration to the contrary notwithstanding, the Declarant hereby reserves and grants unto the Village of Vernon Hills, Illinois, a municipal corporation, the unexclusive, perpetual right (but not the duty or obligation) to maintain, repair, remove and replace the Common Areas and appurtenances thereon, including but not limited to, the grassy areas, sidewalks, parking areas, undedicated streets, driveways, retention ponds and their outlets, recreational facilities and areas. The Declarant further reserves unto the Village Hills, Illinois, and unto other applicable governmental agencies, bodies and districts, perpetual nonexclusive rights of ingress and egress over and across the Common Areas for the purpose of enforcing the laws, rules, regulations and ordinances applicable to The Properties and the inhabitants thereof, and further for the purpose of safeguarding and protecting The Properties and the inhabitants thereof.

Section 4. Severability. The invalidation of any one or more of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

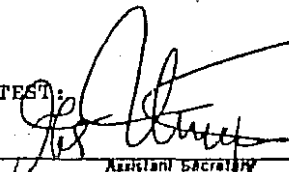
Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by the Association pursuant to resolution passed and approving said amendment by two-thirds of the votes of the members present at said meeting in person or by proxy, provided, however, that so long as there is a Class B membership, no amendment shall be passed and approved unless said Class B member votes for said amendment at said meeting. Any amendment must be properly recorded with the Recorder of Deeds of Lake County, Illinois.

Section 6. Governing Law. The laws of the State of Illinois shall govern the construction, interpretation, application and enforcement of this Declaration and the Association formed pursuant thereto.

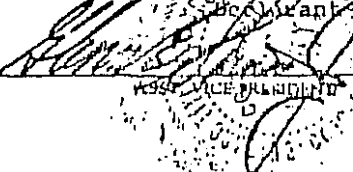
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal, this 8th day of April, 1973.

CHICAGO TITLE AND TRUST COMPANY, as
Trustee under Trust Agreement dated
October 18, 1972, 1973, and
commonly known as Trust No. 63197

ATTEST:


Assistant Secretary
JK

BY


Trustee
OK

1658970

RECORDED
APR 18 1973
CHICAGO TITLE AND TRUST COMPANY

Attached copy of this instrument is recorded herein.

EXHIBIT A

Plymouth Farms Phase 1-A, being a subdivision of part of the South ¼ of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois.

1658970

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

FORM 11 8-10-71

1658970

EXHIBIT B

Part of the East $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and part of West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 43 North, Range 11 East of the Third Principal Meridian, bounded by a line described as follows; Beginning at the intersection of the North line of the Southwest $\frac{1}{4}$ of said Section 5 with the center line of Butterfield Road, as per the survey of said Road recorded as Documents No. 945468 and 945469; thence North $89^{\circ} 22' - 30''$ East along the North line of the Southwest $\frac{1}{4}$ and the North line of the Southeast $\frac{1}{4}$ of said Section 5, a distance of 714.71 feet to point of intersection with the Southwesterly right-of-way line of the Soo Line Railroad; thence South $21^{\circ} 23' - 33''$ East along the said Southwesterly right-of-way line, 1244.00 feet; thence South $68^{\circ} 36' - 27''$ West, 425.56 feet; thence North $36^{\circ} 19' - 11''$ West, 274.05 feet to a point of curvature; thence Northwesterly along a curved line, being the arc of a circle convex to the Northeast, tangent to the last described course and having a radius of 267.00 feet, an arc distance of 246.53 feet to a point of tangency; thence North $89^{\circ} 13' - 22''$ West, tangent to the last described curved line, 410.01 feet to a point in the center line of Butterfield Road aforesaid; thence North $00^{\circ} 46' - 38''$ East along said center line, 470.59 feet to a point of curvature in said line; thence Northerly along said center line, being the arc of a circle convex to the East, tangent to the last described course and having a radius of 80,800.00 feet, an arc distance of 500.00 feet (the chord of which arc bears North $00^{\circ} 36' - 00''$ East and measures 500.00 feet) to the point of beginning, in Lake County, Illinois except therefrom that certain subdivision known as Plymouth Farms Phase 1-A being a subdivision of part of the South $\frac{1}{4}$ of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois.

1659970

DECLARATION BY OWNER OF ANNEXATION
OF ADDITIONAL LANDS TO BE SUBJECT
TO DECLARATION OF COVENANTS, CONDI-
TIONS, RESTRICTIONS AND EASEMENTS
FOR THE PLYMOUTH FARMS HOMEOWNERS'
ASSOCIATION

THIS DECLARATION, made this 8th day of April, 1977, by
Chicago Title and Trust Company, as Trustee under Trust No. 63197
under Trust Agreement dated October 18, 1973, sometimes hereinafter
referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate in
Lake County, Illinois, more particularly described on Exhibit "A"
attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant desires by the recording of this certi-
ficate and Declaration to make said real estate subject to the cove-
nants, conditions and restrictions set forth in the Declaration of
Covenants, Conditions, Restrictions and Easements for the Plymouth
Farms Homeowners' Association recorded on April 10, 1974, with the
Recorder of Deeds of Lake County, as Document No. 1658970.

WHEREAS, OLYMPIC SAVINGS & LOAN ASSOCIATION is the legal
owner and holder of those two certain mortgages recorded with the Re-
corder of Deeds of Lake County, Illinois as Document Nos. 1649988 and
1649987, which mortgages encumber the real estate described on attached
Exhibit "A" and other property, and said mortgagee desires to consent to
the within Declaration by owner of Annexation of Additional Lands to be
subject to the Declaration of Covenants, Conditions, Restrictions and
Easement for the Plymouth Farms Homeowners' Association.

WHEREAS, LASALLE NATIONAL BANK, a national banking associa-
tion, with offices in Chicago, Illinois, is the legal owner and holder
of that certain mortgage recorded with the Recorder of Deeds of Lake
County, Illinois as Document No. 1710789, which mortgage encumbers the
real estate described on attached Exhibit A and other property, and
said mortgagee desires to consent to the within Declaration by Owner
of Annexation of Additional Lands to be subject to the Declaration of
Covenants, Conditions, Restrictions and Easements for the Plymouth
Farms Homeowners' Association.

same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, not personally, but as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 8th day of April, 1977.

Notary Public

OLYMPIC SAVINGS & LOAN ASSOCIATION, a Corporation of Illinois, as Mortgagee aforesaid, and NOT PERSONALLY

By: Wesley E. Sedlacek Exec. V.P.

Attest: Arthur E. Uhlir

SECRET

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, ALICE M. KLECKA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WESLEY E. SEDLACEK, personally known to me to be the Executive Vice President of Olympic Savings and Loan Association, a corporation of the State of Illinois, and ARTHUR E. UHLIR, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, not personally, but as Mortgagee aforesaid, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 8th day of April, 1977.

Alice M. Klecka
Notary Public

STATE OF ILLINOIS, }
COUNTY OF COOK } ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date

9/10/17

Victoria V. Cavitt

Notary Public

EXHIBIT "A" TO THAT CERTAIN DECLARATION BY OWNER
OF ANNEXATION OF ADDITIONAL LANDS TO BE SUBJECT
TO DECLARATION OF COVENANTS, CONDITIONS, RESTRIC-
TIONS AND EASEMENTS OF THE PLYMOUTH FARMS HOME-
OWNERS' ASSOCIATION.

Blocks 1 and 2 and out-lot 1 in Plymouth Farms -- Phase III, being
a Subdivision of part of the East 1/2 of the Southwest 1/4 of Sec-
tion 5, Township 43 North, Range 11, East of the Third Principal
Meridian, in Lake County, Illinois

1865

DECLARATION BY OWNER OF ANNEXATION
OF ADDITIONAL LANDS TO BE SUBJECT
TO DECLARATION OF COVENANTS, CONDI-
TIONS, RESTRICTIONS AND EASEMENTS
FOR THE PLYMOUTH FARMS HOMEOWNERS'
ASSOCIATION

1869590

THIS DECLARATION, made this 15th day of September, 1977, by Chicago Title and Trust Company, as Trustee under Trust No. 63197 under Trust Agreement dated October 18, 1973, sometimes hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate in Lake County, Illinois, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant desires by the recording of this certificate and Declaration to make said real estate subject to the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for the Plymouth Farms Homeowners' Association recorded on April 10, 1974, with the Recorder of Deeds of Lake County, as Document No. 1658970.

WHEREAS, OLYMPIC SAVINGS & LOAN ASSOCIATION is the legal owner and holder of those two certain mortgages recorded with the Recorder of Deeds of Lake County, Illinois as Document Nos. 1649988 and 1649987, which mortgages encumber the real estate described on attached Exhibit "A" and other property, and said mortgagee desires to consent to the within Declaration by owner of Annexation of Additional Lands to be subject to the Declaration of Covenants, Conditions, Restrictions and Easements for the Plymouth Farms Homeowners' Association.

WHEREAS, LASALLE NATIONAL BANK, a national banking association, with offices in Chicago, Illinois, is the legal owner and holder of that certain mortgage recorded with the Recorder of Deeds of Lake County, Illinois as Document NO. 1710789, which mortgage encumbers the real estate described on attached Exhibit "A" and other property, and said mortgagee desires to consent to the within Declaration by Owner of Annexation of Additional Lands to be subject to the Declaration

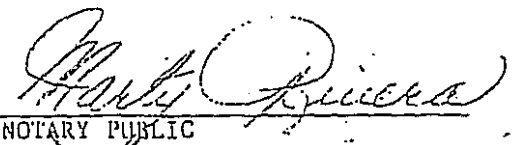
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

1869590

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Declarant, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

DATE: SEP 27 1977


NOTARY PUBLIC

OLYMPIC SAVINGS & LOAN ASSOCIATION, a Corporation of Illinois, as Mortgagee aforesaid, and NOT PERSONALLY

BY: [Signature]

ATTEST: Arthur E. Ullir, Secy.

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

1869590

I, BLANCHE H. CHRISTIANSEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FRANK T. SEDLACEK, personally known to me to be the President of Olympic Savings & Loan Association, a corporation of the State of Illinois, and ARTHUR E. ULLIR Secretary of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, not personally, but as Mortgagee aforesaid, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 21st day of September, 1977.

Blanche H. Christiansen
Notary Public

SEP 30 1977
Original of this
Instrument filed
as Doc. No. 1869590

Frank T. Sedlacek
Mortgagee

LASALLE NATIONAL BANK, a National Banking Association, as Mortgagee aforesaid, and NOT PERSONALLY

BY: William M. Jurgensen
President

ATTEST: [Signature]
Assistant Secretary

STATE OF ILLINOIS)
) SS: 1869590
COUNTY OF COOK)

I, MICHAELINE WOLOVICK, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that WILLIAM M. JURGENSEN, personally known to me to be the President of said corporation, and RICHARD D. MICHAELS, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, not personally, but as Mortgagee aforesaid, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 20th day of Sept, 1977.

Michaela Wolovick
Notary Public

EXHIBIT "A" TO THAT CERTAIN DECLARATION BY OWNER
OF ANNEXATION OF ADDITIONAL LANDS TO BE SUBJECT
TO DECLARATION OF COVENANTS, CONDITIONS, RESTRIC-
TIONS AND EASEMENTS OF THE PLYMOUTH FARMS HOME-
OWNERS' ASSOCIATION

Blocks 43, 44, 45, 46, 47, 63 and 64 and Out Lot 1 in Plymouth Farms - Phase 1-C, being a subdivision of part of the East 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11 East of the Third Principal Meridian, Lake County, Illinois

and

Blocks 72, 73 and 74 and Out Lot 1 in Plymouth Farms Phase 1-F, being a subdivision of part of the East 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11 East of the Third Principal Meridian, Lake County, Illinois.

DECLARATION BY OWNER OF ANNEXATION OF
ADDITIONAL LANDS TO BE SUBJECT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR THE
PLYMOUTH FARMS HOMEOWNERS ASSOCIATION

THIS DECLARATION, made this 30th day of December, 1977, by Chicago Title and Trust Company, as Trustee under Trust No. 63197 under Trust Agreement dated October 18, 1973, sometimes hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real estate in Lake County, Illinois, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant desires by the recording of this certificate and Declaration to make said real estate subject to the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for the Plymouth Farms Homeowners' Association recorded on April 10, 1974, with the Recorder of Deeds of Lake County, as Document No. 1658970.

WHEREAS, OLYMPIC SAVINGS & LOAN ASSOCIATION is the legal owner and holder of those two certain mortgages recorded with the Recorder of Deeds of Lake County, Illinois as Document Nos. 1649988 and 1649987, which mortgages encumber the real estate described on attached Exhibit "A" and other property, and said mortgagee desires to consent to the within Declaration by owner of Annexation of Additional Lands to be subject to the Declaration of Covenants, Conditions, Restrictions and Easements for the Plymouth Farms Homeowners' Association.

WHEREAS, LASALLE NATIONAL BANK, a national banking

1710789, which mortgage encumbers the real estate described on attached Exhibit "A" and other property, and said mortgagee desires to consent to the within Declaration by Owner of Annexation of Additional Lands to be subject to the Declaration of Covenants, Conditions, Restrictions and Easements for the Plymouth Farms Homeowners' Association.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by the Trustee or for the purpose of with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and

Declarant, has hereunto set its hand and seal on the date
~~above written at Chicago, Illinois.~~

CHICAGO TITLE AND TRUST COMPANY,
as Trustee under Trust No. 63197
under Trust Agreement dated
October 18, 1973 and NOT PERSONALLY

BY: *Robert M. Katalinic*
Assistant Vice President

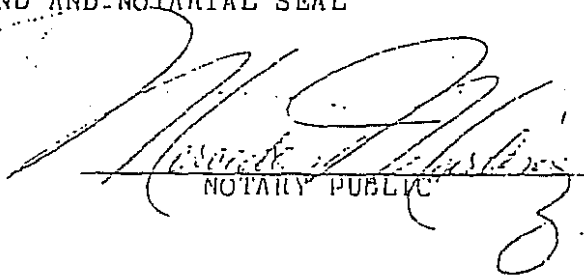
ATTEST: *James C. Cicco* *J.C.*
Assistant Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Declarant, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

DATE:


NOTARY PUBLIC

OLYMPIC SAVINGS & LOAN ASSOCIATION,
a Corporation of Illinois, as
Mortgagee aforesaid, and
NOT PERSONALLY

BY: John J. Lanigan SVP
Executive Vice President

ATTEST: Arthur E. Uhlir
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, BLANCHE B. CHRISTIANSEN, a Notary
Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that JOHN J. LANIGAN,
personally known to me to be the Executive Vice
President of Olympic Savings & Loan Association, a
corporation of the State of Illinois, and ARTHUR E. UHLIR,
Secretary of said Corporation, and
personally known to me to be the same persons whose names
are subscribed to the foregoing instrument, appeared before
me this day in person and severally acknowledged that they
signed and delivered the said instrument as their free and
voluntary act and as the free and voluntary act of said
Corporation, and caused the corporate seal of said corpora-
tion to be affixed thereto, pursuant to authority given by
the Board of Directors of said corporation, not personally,
but as Mortgagee aforesaid, for the uses and purposes therein
set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 31st
day of January, 1978.

Blanche B. Christiansen
Notary Public

EXHIBIT "A" TO THAT CERTAIN DECLARATION BY
OWNER OF ANNEXATION OF ADDITIONAL LANDS TO BE
SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF THE PLYMOUTH FARMS
HOMEOWNERS' ASSOCIATION

Blocks 35, 36, 37, 38, 39, 40, 41 and 42 and Cut Lot 1 in
Plymouth Farms - Phase 1-D, being a subdivision of part of
the East 1/2 of the Southwest 1/4 and part of the West 1/2
of the Southeast 1/4 of Section 5, Township 43 North,
Range 11 East of the Third Principal Meridian, Lake County,
Illinois.

Prepared by and mail to:
Messrs. Robert J. Lasky/Irwin E. Leiter
Feiwell, Galper & Lasky, Ltd.
33 N. LaSalle Street - 33rd floor
Chicago, Illinois 60602

DECLARATION BY OWNER OF ANNEXATION OF
ADDITIONAL LANDS TO BE SUBJECT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR THE
PLYMOUTH FARMS HOMEOWNERS ASSOCIATION

THIS DECLARATION, made this 25th day of May, 1978,
by Chicago Title and Trust Company, as Trustee under Trust No.
63197 under Trust Agreement dated October 16, 1973, sometimes
hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real
estate in Lake County, Illinois, more particularly described
on Exhibit "A" attached hereto and by this reference made a
part hereof; and

WHEREAS, Declarant desires by the recording of this
certificate and Declaration to make said real estate subject to
the covenants, conditions and restrictions set forth in the
Declaration of Covenants, Conditions, Restrictions and Easements
for the Plymouth Farms Homeowners' Association recorded
on April 10, 1974, with the Recorder of Deeds of Lake County,
as Document No. 1658970.

WHEREAS, OLYMPIC SAVINGS & LOAN ASSOCIATION is the
legal owner and holder of those two certain mortgages recorded
with the Recorder of Deeds of Lake County, Illinois as Document
No. 1649987, which mortgages encumber the real estate described
on attached Exhibit "A" and other property, and said mortgagee
desires to consent to the within Declaration by owner of Annex-
ation of Additional Lands to be subject to the Declaration of
Covenants, Conditions, Restrictions and Easements for the
Plymouth Farms Homeowners' Association.

WHEREAS, LA SALLE NATIONAL BANK, a national banking
association, with offices in Chicago, Illinois, is the legal
owner and holder of that certain mortgage recorded with the
Recorder of Deeds of Lake County, Illinois as Document No.

Original of this
Instrument filed
as Doc. No. 1926457
JUN 23 1978

1710789, which mortgage encumbers the real estate described on attached Exhibit "A" and other property, and said mortgagee desires to consent to the within Declaration by Owner of Annexation of Additional Lands to be subject to the Declaration of Covenants, Conditions, Restrictions and Easements for the Plymouth Farms Homeowners' Association.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the undersigned, being the

Declarant, has hereto set his hand and seal on the date
above written at Chicago, Illinois:

~~CHICAGO TITLE AND TRUST COMPANY~~
as Trustee under Trust No. 6197
under Trust Agreement dated
October 18, 1978 and NOT PUBLICALLY

BY: *William M. Kellner*
Assistant Vice President

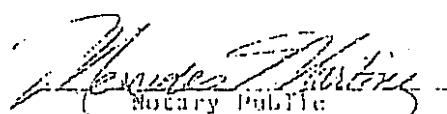
ATTEST: *D. L. ...*
Assistant Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Declarant, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL.

DATE: JUN 21 1978


Notary Public

OLYMPIC SAVINGS & LOAN ASSOCIATION
a Corporation of Illinois, as
Mortgagee aforesaid, and
NOT PERSONALLY

By: Arthur E. Miller
Executive Vice President

ATTEST: Blanche B. Christiansen
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, BLANCHE B. CHRISTIANSEN, a Notary
Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT JOHN J. LANIGAN
personally known to me to be the Executive Vice President
~~President~~ of Olympic Savings & Loan Association, a
corporation of the State of Illinois, and ARTHUR E. MILLER,
~~Secretary~~ Secretary of said corporation, and
personally known to me to be the same persons whose names
are subscribed to the foregoing instrument, appeared before
me this day in person and severally acknowledged that they
signed and delivered the said instrument as their free and
voluntary act and as the free and voluntary act of said
Corporation, and caused the corporate seal of said corporation
to be affixed thereto, pursuant to authority given by the
Board of Directors of said corporation, not personally, but
as Mortgagee aforesaid, for the uses and purposes therein set
forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 12th
day of June, 1978.

Blanche B. Christiansen
Notary Public

LA SALLE NATIONAL BANK, a National
Banking Association, as Mortgagee
foregoing and NOT PERSONALLY

BY: _____)

ATTEST: M. C. Breen _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MICHAELINE WOLOWIEC, a Notary
Public in and for said County and State aforesaid, DO HEREBY
CERTIFY THAT Richard D. Michalski personally
known to me to be the Assistant-Vice-President of said
corporation, and Harvin E. Bressor personally
known to me to be the Assistant-Secretary of said
corporation, and personally known to me to be the same persons
whose names are subscribed to the foregoing instrument, appeared
before me this day in person and severally acknowledged that
they signed and delivered the said instrument as their free
and voluntary act and as the free and voluntary act of said Corpo-
ration to be affixed thereto, pursuant to authority given by the
Board of Directors of said corporation, and personally, but as
Mortgagee aforesaid, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, this 19th
day of June, 1978.

Michaeline Wolowiec
Notary Public
My Commission Expires _____ 1978

EXHIBIT "A" TO THAT CERTAIN DECLARATION BY
OWNER OF AGREEMENT OF ADDITIONAL LANDS TO BE
SUBJECT TO DECLARATIONS OF COVENANTS, CONDI-
TIONS, RESTRICTIONS AND EASEMENTS OF THE
PLYMOUTH PARK HOMEOWNERS' ASSOCIATION

Blocks 3 and 4 in Plymouth Park
Phase I-II, being a subdivision of
part of the East 1/2 of the Southwest
1/4 of Section 5, Township 43 North,
Range 11 East of the Third Principal
Meridian, Lake County, Illinois.

Prepared by and mail to:
Messrs. Robert J. Lasky/Irwin E. Letter
Feiwel, Galper & Lasky, Ltd.
33 W. La Salle Street - 33rd Floor
Chicago, Illinois 60602

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF CASE-
MENTS, RESTRICTIONS AND COVENANTS FOR PLYMOUTH FARMS CONDOMINIUMS PHASE I

THIS DECLARATION made and entered into by Chicago Title and Trust Company,
a corporation of Illinois, as trustee under trust agreement dated October 10, 1973,
and known as Trust No. 53197, and not individually (the "Trustee"):

W I T N E S S E T H :

WHEREAS, by the Declaration of Condominium Ownership recorded in the
Office of the Recorder of Deeds of Lake County, Illinois as Document No.
1664838 (the "Declaration"), the Trustee submitted certain real
estate to the Condominium Property Act of the State of Illinois (the "Act"), said
condominium being known as Plymouth Farms Phase I (the "Condominium"); and

WHEREAS, under the Declaration, the right is reserved in the Trustee
to annex and add certain real property to the Parcel and property described in
the Declaration, and thereby add to the Condominium; and

WHEREAS, the Trustee is the legal title holder of and wishes to so annex
and add to said Parcel and property and thereby submit to the Act as a part of the
Condominium the following real property (the "Additional Property"):

Blocks 21, 26, 27, 28, 29, 30, 31, 33, 34, 48, 49, 50, 51, 52, 53, 54,
and 55, in Plymouth Farms Phase I-2 being a subdivision of part of the East 1/2 of
the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5,
Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County
Illinois.

which property is a portion of the Future Development Area described in said
Declaration.

WHEREAS, the Additional Property is now improved with seventeen (17) apartment
buildings, (each building containing four (4) residential units) or a total of 68
residential units.

NOW, THEREFORE, Chicago Title and Trust Company, as Trustee aforesaid, and not
individually, as the legal title holder of the Additional Property, and for the
purpose above set forth, hereby declares that the Declaration, be and hereby is amended
as follows:

1. The Additional Property is hereby annexed to the Parcel and Property
as defined in Article I of the Declaration, and is hereby submitted to the provisions
of the Act as a part of the Condominium in accordance with and shall be deemed to be
governed in all aspects by, the terms and provisions of the Declaration.

2. The legal description of the units as set forth on Exhibit B attached to
said Declaration and referred to in Paragraph 2.01 of Article II is hereby amended
to read as follows:

Units 501, 502, 503, 504, 601, 602, 603, 604, 701, 702, 703, 704,
801, 802, 803, 804, 901, 902, 903, 904, 1001, 1002, 1003, 1004, 1101, 1102,
1103, 1104, 1401, 1402, 1403, 1404, 1501, 1502, 1503, 1504, 1601, 1602,
1603, 1604, 1701, 1702, 1703, 1704, 1801, 1802, 1803, 1804, 1901, 1902,
1903, 1904, 2001, 2002, 2003, 2004, 2201, 2202, 2203, 2204, 2301, 2302,
2303, 2304, 2401, 2402, 2403, 2404, 3201, 3202, 3203, 3204, 2101, 2102,
2103, 2104, 2601, 2602, 2603, 2604, 2701, 2702, 2703, 2704, 2801, 2802,
2803, 2804, 2901, 2902, 2903, 2904, 3001, 3002, 3003, 3004, 3101, 3102,
3103, 3104, 3301, 3302, 3303, 3304, 3401, 3402, 3403, 3404, 4801, 4802,
4803, 4804, 4901, 4902, 4903, 4904, 5101, 5102, 5103, 5104, 5201, 5202,
5203, 5204, 5301, 5302, 5303, 5304, 5401, 5402, 5403, 5404, 5501, 5502,
5503, 5504, 5001, 5002, 5003, 5004

Original of this
Instrument Filed SEP 23 1974
in Doc. No. 1681143

In Plymouth Farms Condominiums Phase I, as delineated on the Plat of Survey (condominium) of the following described real estate:

Plymouth Farms Phase IA (except Out Lot 1 thereof) and Plymouth Farms Phase IB (except Out Lots 1 and 2 thereof), being subdivisions of part of the East 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois,

which Plat of Subdivision of said Plymouth Farms Phase IA was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1656510, and which Plat of Subdivision of said Plymouth Farms Phase IB was recorded with the Recorder of Deeds of Lake County, Illinois, as Document 1671837, which Plat of Survey (condominium) is attached as Exhibit "B" to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Plymouth Farms Condominiums Phase I, executed by Chicago Title and Trust Company, as Trustee, under Trust No. 63197 and which Plat of Condominium was recorded in the office of the Recorder of Deeds of Lake County, Illinois, as Document No. 1664838, as amended.

3. Attached hereto is Exhibit "B" consisting of 18 pages, designated as Pages 20 through 37, both inclusive. Exhibit "B" of the Declaration is hereby amended by adding, thereto, the Pages 20 through 37, both inclusive, of Exhibit "B" attached hereto, and any references in the Declaration to Exhibit "B" shall be deemed to refer to Exhibit "B" as hereby amended.

4. Exhibit "C" attached to the Declaration, is hereby amended and superseded in its entirety by Exhibit "C" attached hereto, and the respective percentages of ownership in the Common Elements appurtenant to each unit described in said Exhibit "C" prior to this amendment is hereby reduced to the respective percentages set forth in Exhibit "C", as hereby amended.

5. All the unit owners, by MILLER BUILDERS, INC., their attorneys-in-fact hereby consent to this amendment to the Declaration, pursuant to the power of attorney set forth in Article XI of the Declaration.

6. The additional Common Elements are hereby granted and conveyed to the grantees of units heretofore conveyed, all as set forth in the Declaration.

7. It is expressly understood and agreed, by and between the parties hereto anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements

herein made on the part of the Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title and Trust Company, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenants, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Trustee will act only on the direction of the beneficiaries.

8. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said Chicago Title and Trust Company, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by these presents by its Assistant Vice President and attested by its Assistant Secretary, and _____, attorney-in-fact as aforesaid, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by these presents by its President and attested by its Secretary, this 11 day of September, 1974.

CHICAGO TITLE AND TRUST COMPANY, as Trustee
as aforesaid and not individually,

BY: Manuel J. Keller
Assistant Vice President

ATTEST:

Almon E. Higgins
ASSISTANT SECRETARY

STATE OF ILLINOIS

) SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the Chicago Title and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

Date:

Almon E. Higgins
NOTARY PUBLIC

ALL UNIT OWNERS, by their attorney-in-fact
MILLER BUILDERS, INC.

BY: *William F. Johnson*
President

ATTEST:

W. D. Auler
Secretary

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named President and Secretary of Miller Builders, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Miller Builders, Inc., for the uses and purposes therein set forth and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation did affix the corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL DATE:

Charlotte Curran
NOTARY PUBLIC

THERE IS NO EXHIBIT "A" TO THE FIRST AMENDMENT
TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS FOR PLYMOUTH FARMS CONDO-
MINIUMS PHASE I

EXHIBIT "B"

EXHIBIT "B"

CONSENT OF MORTGAGEE TO FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS,
RESTRICTIONS, AND COVENANTS FOR PLYMOUTH FARMS
CONDOMINIUMS PHASE 1

OLYMPIC SAVINGS & LOAN ASSOCIATION, a corporation of Illinois,
as mortgagee under that certain mortgage dated October 25, 1973 and recor-
ded on December 10, 1973, with the Recorder of Deeds of Lake County,
Illinois as Document No. 1645659, which mortgage was executed by Chicago
Title and Trust Company, a corporation of Illinois, as Trustee under Trust
No. 63197, to said Olympic Savings & Loan Association, securing a Note
for \$1,000,000.00, DOES HEREBY CONSENT and subject the aforesaid mortgage
to the extent that same encumbers the real estate described in Section
21 of the said amendment to the Illinois Condominium Act, and
the within first Amendment to Declaration of Condominium Ownership and
Easements, Restrictions, and Covenants of the Plymouth Farms Homeowners
Association.

OLYMPIC SAVINGS & LOAN ASSOCIATION
as Mortgagee aforesaid and NOT
PERSONALLY

BY: Joseph W. Klauke
ASSIST. VICE PRESIDENT

ATTEST: William E. Eubank
SECRETARY

STATE OF ILLINOIS)
COUNTY OF COOK)

SS

I, HELEN M. HANZLIK, a Notary Public in and for the County
and State aforesaid, DO HEREBY CERTIFY that the above named Asst. Vice
President and Secretary of OLYMPIC SAVINGS & LOAN ASSOCIATION,
personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as said Asst. Vice President and Secretary,
respectively, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument as their
own free and voluntary act and as the free and voluntary act of said
Corporation, for the uses and purposes therein set forth; and the said
Secretary then and there acknowledged that the Secretary,
as custodian of the corporate seal of said Corporation, caused
the corporate seal of said Corporation to be affixed to said instrument
as said Secretary's own free and voluntary act and as the free
and voluntary act of said Corporation for the uses and purposes therein
set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 10 day of Sept, 1974.

Helen M. Hanzlik
NOTARY PUBLIC

EXHIBIT "C" TO FIRST AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS FOR PLYMOUTH FARMS
CONDOMINIUMS PHASE 1

Unit 501 in Plymouth Farms Phase 1 does hereby have an undivided .714287% ownership in the Common Elements appurtenant to said Unit and all other Condominium Units in Plymouth Farms Phase 1 do hereby have an undivided .7142857% ownership in the Common Elements appurtenant to each individual unit as set forth in the Condominium Declaration (as amended by this First Amendment) to which this Exhibit "C" is attached, which Declaration (as amended by this First Amendment) may be further amended from time to time hereafter, causing such percentage interest to automatically change in accordance with any amended Condominium Declaration as the same are filed of record pursuant to the provisions of said Condominium Declaration.

EXHIBIT "C"

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR PLYMOUTH FARMS CONDOMINIUMS PHASE 1

THIS DECLARATION made and entered into by Chicago Title and Trust Company, a corporation of Illinois, as Trustee under trust agreement dated October 18, 1973, and known as Trust No. 63197, and not individually (the "Trustee"):

W I T N E S S E T H:

WHEREAS, by the Declaration of Condominium Ownership recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 1664838 (the "Declaration"), the Trustee submitted certain real estate to the Condominium Property Act of the State of Illinois (the "Act"), said condominium being known as Plymouth Farms Phase 1 (the "Condominium"); and

WHEREAS, under the Declaration, the right is reserved in the Trustee to annex and add certain real property to the Parcel and property described in the Declaration, and thereby add to the Condominium; and

WHEREAS, the Trustee is the legal title holder of and wishes to so annex and add to said Parcel and property and thereby submit to the Act as a part of the Condominium the following real property (the "Additional Property")

Blocks 12, 13 and 25 in Plymouth Farms Phase 1-G, being a subdivision of part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois.

AND

Blocks 56, 57, 58, 59 and 62 in Plymouth Farms Phase 1-E, being a subdivision of part of the East 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois.

which property is a portion of the Future Development Area described in said Declaration.

WHEREAS, the Additional Property is now improved with eight (8) apartment buildings (each building containing four (4) residential units), or a total of 32 residential units.

NOW, THEREFORE, Chicago Title and Trust Company, as Trustee aforesaid, and not individually, as the legal title holder of the Additional Property, and for the purpose above set forth, hereby declares that the Declaration be and hereby is amended as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in Article 1 of the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and shall be deemed to be governed in all aspects by, the terms and provisions of the Declaration.

2. The legal description of the units as set forth on Exhibit B attached to said Declaration and referred to in Paragraph 2.01 of Article 11 is hereby amended to read as follows:

- Units 501, 502, 503, 504, 601, 602, 603, 604, 701, 702, 703, 704, 801, 802, 803, 804, 901, 902, 903, 904, 1001, 1002, 1003, 1004, 1101, 1102, 1103, 1104, 1201, 1202, 1203, 1204, 1301, 1302, 1303, 1304, 1401, 1402, 1403, 1404, 1501, 1502, 1503, 1504, 1601, 1602, 1603,

Original of this Instrument Filed SEP 17 1976

as Doc. No. 4792508

7 1032

160, 1702, 1703, 1704, 1801, 1802, 1803,
1901, 1902, 1903, 1904, 2001, 2002, 2003, 2004,
2201, 2202, 2203, 2204, 2301, 2302, 2303, 2304, 2401, 2402,
2403, 2404, 2501, 2502, 2503, 2504, 2601, 2602, 2603, 2604,
2701, 2702, 2703, 2704,
2801, 2802, 2803, 2804, 2901, 2902, 2903, 2904, 3001,
3002, 3003, 3004, 3101, 3102, 3103, 3104, 3201, 3202,
3303, 3304, 3401, 3402, 3403, 3404, 3501, 3502, 3503,
3504, 3601, 3602, 3603, 3604, 3701, 3702, 3703, 3704,
3801, 3802, 3803, 3804, 3901, 3902, 3903, 3904, 4001, 4002,
4003, 4004, 4101, 4102, 4103, 4104, 4201, 4202, 4203,
4204, 4301, 4302, 4303, 4304, 4401, 4402, 4403, 4404,
4501, 4502, 4503, 4504, 4601, 4602, 4603, 4604, 4701,
4702, 4703, 4704, 4801, 4802, 4803, 4804, 4901, 4902,
4903, 4904, 5001, 5002, 5003, 5004, 5101, 5102, 5103,
5104, 5201, 5202, 5203, 5204, 5301, 5302, 5303, 5304, 5401,
5402, 5403, 5404, 5501, 5502, 5503, 5504, 5601, 5602,
5603, 5604, 5701, 5702, 5703, 5704, 5801, 5802, 5803, 5804,
5901, 5902, 5903, 5904, 6001, 6002, 6003, 6004.

in Plymouth Farms Condominiums Phase 1, as delineated on the Plat of Survey (condominium) of the following-described real estate:

Plymouth Farms Phase 1A (except Out Lot 1 thereof) and Plymouth Farms Phase 1B (except Out Lot 2 thereof), being subdivisions of part of the East 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois, and Blocks 12, 13 and 25 in Plymouth Farms Phase 1-G and Blocks 56, 57, 58, 59 and 62 in Plymouth Farms Phase 1-E, being subdivisions of part of the Southeast Quarter and part of the Southwest Quarter of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois

which Plat of Subdivision of said Plymouth Farms Phase 1A was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1656510, and which Plat of Subdivision of said Plymouth Farms Phase 1B was recorded with the Recorder of Deeds of Lake County, Illinois, as Document 1671837, which Plat of Subdivision of said Plymouth Farms Phase 1-G was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694284 and which Plat of Subdivision of Plymouth Farms Phase 1-E was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694284, which Plat of Survey (condominium) is attached as Exhibit "B" to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Plymouth Farms Condominiums Phase 1, executed by Chicago Title and Trust Company, as Trustee, under Trust No. 63197 and which Plat of Condominium was recorded in the office of the Recorder of Deeds of Lake County, Illinois, as Document No. 1664838, as amended.

3. Attached hereto are Exhibits "B" consisting of 10 pages, designated as Pages 38 through 47, both inclusive. Exhibit "B" of the Declaration is hereby amended by adding, thereto, the Pages 38 through 47, both inclusive, of Exhibits "B" attached hereto, and any references in the Declaration to Exhibit "B" shall be deemed to refer to Exhibit "B" as hereby amended.

4. Exhibit "C" attached to the Declaration, is hereby amended and superseded in its entirety by Exhibit "C" attached hereto, and the respective percentages of ownership in the Common Elements appurtenant to each unit described in said Exhibit "C" prior to this Amendment is hereby reduced to the respective percentages set forth in Exhibit "C" as hereby amended.

5. All the unit owners, by MILLER BUILDERS, INC., their individual attorneys-in-fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Article XI of the Declaration.

6. The additional Common Elements are hereby granted and conveyed to the grantees of units heretofore conveyed, all as set forth

ALL UNIT OWNERS, by their attorney-in-fact MILLER BUILDERS, INC.

By: Miller Builders
SA. President

ATTEST:

R. [Signature]
Secretary

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named President and Secretary of Miller Builders, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Miller Builders, Inc., for the uses and purposes therein set forth and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation did affix the corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL DATE: August 25, 1976

Millen Cypress Kaplan
Notary Public

THERE IS NO EXHIBIT "A" TO THE SECOND AMENDMENT
TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS FOR
PLYMOUTH FARMS CONDOMINIUMS PHASE 1.

ALL UNIT OWNERS, by their attorney-
in fact MILLER BUILDERS, INC.

By: [Signature]
President

ATTEST:

[Signature]
Secretary

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named President and Secretary of Miller Builders, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Miller Builders, Inc., for the uses and purposes therein set forth and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation did affix the corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

DATE: 2, 10, 1977

[Signature]
Notary Public

EXHIBIT "D"

EXHIBIT "D"

EXHIBIT "C" TO SECOND AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS FOR PLYMOUTH FARMS
CONDOMINIUMS PHASE I

Unit 2501 in Plymouth Farms Phase I does hereby have an undivided .59094037% ownership in the Common Elements appurtenant to said Unit and all other Condominium Units in Plymouth Farms Phase I do hereby have an undivided .58133953% ownership in the Common Elements appurtenant to each individual unit as set forth in the Condominium Declaration (as amended by this Second Amendment) to which this Exhibit "C" is attached, which Declaration (as amended by this Second Amendment) may be further amended from time to time hereafter, causing such percentage interest to automatically change in accordance with any amended Condominium Declaration as the same are filed of record pursuant to the provisions of said Condominium Declaration.

This instrument prepared by (and
mail to) Robert J. Lasky, Feiwel,
Galper & Lasky, 33 N. LaSalle
Street, Chicago, Illinois 60602.

EXHIBIT "C"

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND
COVENANTS FOR PLYMOUTH FARMS CONDOMINIUMS PHASE 1

THIS DECLARATION made and entered into by Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated October 18, 1973, and known as Trust No. 63197, and not individually (the "Trustee")

W I T N E S S E T H:

WHEREAS, by the Declaration of Condominium Ownership recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 1664838 (the "Declaration"), the Trustee submitted certain real estate to the Condominium Property Act of the State of Illinois (the "Act"), said condominium being known as Plymouth Farms Phase 1 (the "Condominium"); and

WHEREAS, under the Declaration, the right is reserved in the Trustee to annex and add certain real property to the Parcel and property described in the Declaration, and thereby add to the Condominium; and

WHEREAS, the Trustee is the legal title holder of and wishes to so annex and add to said Parcel and property and thereby submit to the Act as a part of the Condominium the following real property (the "Additional Property"):

Blocks 65, 66, 67, 68, 69, 70 and 71 in Plymouth Farms -- Phase 1F, being a Subdivision of part of the East 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois

AND

Blocks 60 and 61 in Plymouth Farms Phase 1-E, being a Subdivision of part of the East 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois

which property is a portion of the Future Development Area described in said Declaration.

WHEREAS, the Additional Property is now improved with nine (9) apartment buildings (each building containing four (4) residential units), or a total of thirty-six (36) residential units.

NOW, THEREFORE, Chicago Title and Trust Company, as Trustee aforesaid, and not individually, as the legal title holder of the Additional Property, and for the purpose above set forth, hereby declares that the Declaration be and hereby is amended as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in Article I of the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and shall be deemed to be governed in all aspects by, the terms and provisions of the Declaration.

2. The legal description of the units as set forth on Exhibit B attached to said Declaration and referred to in Paragraph 2.01 of Article II is hereby amended to read as follows:

Original of this Instrument Filed as Doc. No. 1815986

Units 501, 502, 503, 504, 601, 602, 603, 604,
 701, 702, 703, 704, 801, 802, 803, 804, 901, 902,
 903, 904, 1001, 1002, 1003, 1004, 1101, 1102, 1103,
 1104, 1201, 1202, 1203, 1204, 1301, 1302, 1303, 1304,
 1401, 1402, 1403, 1404, 1501, 1502, 1503, 1504, 1601,
 1602, 1603, 1604, 1701, 1702, 1703, 1704, 1801, 1802,
 1803, 1804, 1901, 1902, 1903, 1904, 2001, 2002, 2003,
 2004, 2201, 2202, 2203, 2204, 2301, 2302, 2303, 2304,
 2401, 2402, 2403, 2404, 2501, 2502, 2503, 2504, 2601,
 2602, 2603, 2604, 2701, 2702,
 2703, 2704, 2801, 2802, 2803, 2804, 2901, 2902, 2903,
 2904, 3001, 3002, 3003, 3004, 3101, 3102, 3103, 3104,
 3301, 3302, 3303, 3304, 3401, 3402, 3403, 3404, 4801,
 4802, 4803, 4804, 4901, 4902, 4903, 4904, 5101, 5102,
 5103, 5104, 5201, 5202, 5203, 5204, 5301, 5302, 5303,
 5304, 5401, 5402, 5403, 5404, 5501, 5502, 5503, 5504,
 5601, 5602, 5603, 5604, 5701, 5702, 5703, 5704, 5801, 5802,
 5803, 5804, 5901, 5902, 5903, 5904, 6001, 6002, 6003,
 6004, 6101, 6102, 6103, 6104, 6201, 6202, 6203, 6204,
 6501, 6502, 6503, 6504, 6601, 6602, 6603, 6604, 6701,
 6702, 6703, 6704, 6801, 6802, 6803, 6804, 6901, 6902,
 6903, 6904, 7001, 7002, 7003, 7004, 7101, 7102, 7103, and 7104

in Plymouth Farms Condominiums Phase I, as delineated on the Plat of Survey (condominium) of the following-described real estate:

Plymouth Farms Phase 1A (except Out Lot 1 thereof) and Plymouth Farms Phase 1B (except Out Lot 2 thereof); being subdivisions of part of the East 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois; and Blocks 12, 13 and 25 in Plymouth Farms Phase 1-G and Blocks 56, 57, 58, 59, 60, 61 and 62 in Plymouth Farms Phase 1-E and Blocks 65, 66, 67, 68, 69, 70 and 71 in Plymouth Farms - Phase 1F, being subdivisions of part of the Southeast 1/4 and part of the Southwest 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois

which Plat of Subdivision of said Plymouth Farms Phase 1A was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1656510, and which Plat of Subdivision of said Plymouth Farms Phase 1B was recorded with the Recorder of Deeds of Lake County, Illinois, as Document 1671837, which Plat of Subdivision of said Plymouth Farms Phase 1-G was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694284 and which Plat of Subdivision of Plymouth Farms Phase 1-E was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694282, which Plat of Subdivision of Plymouth Farms Phase 1-F was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694283, which Plat of Survey (condominium) is attached as Exhibit "B" to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Plymouth Farms Condominiums Phase I, executed by Chicago Title and Trust Company, as Trustee, under Trust No. 63197 and which Plat of Condominium was recorded in the office of the Recorder of Deeds of Lake County, Illinois, as Document No. 1664838, as amended.

3. Attached hereto are Exhibits "B" consisting of 11 pages, designated as Pages 48 through 58, both inclusive. Exhibit "B" of

the Declaration is hereby amended by adding, thereto, the Pages 48 through 58, both inclusive, of Exhibits "B" attached hereto, and any references in the Declaration to Exhibit "B" shall be deemed to refer to Exhibit "D" as hereby amended.

4. Exhibit "C" attached to the Declaration, is hereby amended and superseded in its entirety by Exhibit "C" attached hereto, and the respective percentages of ownership in the Common Elements appurtenant to each unit described in said Exhibit "C" prior to this Amendment is hereby reduced to the respective percentages set forth in Exhibit "C" as hereby amended.

5. All the unit owners, by MILLER BUILDERS, INC., their attorneys-in-fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Article XI of the Declaration.

6. The additional Common Elements are hereby granted and conveyed to the grantees of units heretofore conveyed, all as set forth in the Declaration.

7. It is expressly understood and agreed, by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the representations, covenants, undertakings and agreements herein made on the part of the Trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title and Trust Company, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenants, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Trustee will act only on the direction of the beneficiaries.

8. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said Chicago Title and Trust Company, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by those presents by its Assistant Vice President and attested by its Assistant Secretary, and MILLER BUILDERS, INC. attorney-in-fact as aforesaid, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by those presents by its President and attested by its Secretary, this 27th day of December, 1976.

CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid and not individually

By: [Signature]
Assistant Vice President

ATTEST:

[Signature]
Assistant Secretary

THERE IS NO EXHIBIT "A" TO THE THIRD AMENDMENT
TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS FOR
PLYMOUTH FARMS CONDOMINIUMS PHASE 1.

EXHIBIT "C" TO THIRD AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS FOR PLYMOUTH FARMS
CONDOMINIUMS PHASE I

Unit 6101 in Plymouth Farms Phase I does hereby have an undi-
vided .480817 ownership in the Common Elements appurtenant to said
Unit and all other Condominium Units in Plymouth Farms Phase I do
hereby have an undivided .480769 ownership in the Common Elements
appurtenant to each individual unit as set forth in the Condominium
Declaration (as amended by this Third Amendment) to which this
Exhibit "C" is attached, which Declaration (as amended by this
Third Amendment) may be further amended from time to time hereafter,
causing such percentage interest to automatically change in accordance
with any amended Condominium Declaration as the same are filed of
record pursuant to the provisions of said Condominium Declaration.

CONSENT OF MORTGAGEE TO THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS,
RESTRICTIONS, AND COVENANTS FOR PLYMOUTH FARMS
CONDOMINIUMS PHASE 1

OLYMPIC SAVINGS & LOAN ASSOCIATION, a corporation of Illinois, as mortgagee under that certain mortgage dated October 25, 1973 and recorded on December 10, 1973, with the Recorder of Deeds of Lake County, Illinois as Document No. 1645659, which mortgage was executed by Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust No. 63197, to said Olympic Savings & Loan Association, securing a Note for \$1,000,000.00, DOES HEREBY CONSENT and subject the aforesaid mortgage to the extent that same encumbers the real estate described in Section 2 of the said amendment to the Illinois Condominium Act, and the within Third Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants of the Plymouth Farms Homeowners Association.

OLYMPIC SAVINGS & LOAN ASSOCIATION as Mortgagee
aforesaid and NOT PERSONALLY

By: Joseph W. Klouba ASST. VICE PRES.

ATTEST: Arthur E. Miller SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, BLANCHE B. CHRISTIANSEN, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named JOSEPH W. KLOUBA ^{ASST. VICE PRES.} President and ARTHUR E. MILLER Secretary of OLYMPIC SAVINGS & LOAN ASSOCIATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as said ASST. VICE PRES. President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that the Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 30th day of December, 1976.

Blanche B. Christiansen
Notary Public

1855160

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND
COVENANTS FOR PLYMOUTH FARMS CONDOMINIUM
PHASE 1

THIS DECLARATION made and entered into by Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated October 18, 1973, and known as Trust No. 63197, and not individually (the "Trustee")

WITNESSETH:

WHEREAS, by the Declaration of Condominium Ownership recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 1664838 (the "Declaration"), the Trustee submitted certain real estate to the Condominium Property Act of the State of Illinois (the "Act"), said condominium being known as Plymouth Farms Phase 1 (the "Condominium"); and

WHEREAS, under the Declaration, the right is reserved in the Trustee to annex and add certain real property to the Parcel and property described in the Declaration, and thereby add to the Condominium; and

WHEREAS, the Trustee is the legal title holder of and wishes to so annex and add to said Parcel and property and thereby submit to the Act as a part of the Condominium the following real property (the "Additional Property");

Blocks 1 and 2 in Plymouth Farms — Phase III, being a Sub-division of part of the East 1/2 of the Southwest 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois

which property is a portion of the Future Development Area described in said Declaration;

WHEREAS, the Additional Property is now improved with two (2) apartment buildings (each building containing four (4) residential units), or a total of eight (8) residential units.

NOW, THEREFORE, Chicago Title and Trust Company, as Trustee aforesaid, and not individually, as the legal title holder of the Additional Property, and for the purpose above set forth, hereby declares that the Declaration be and hereby is amended as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in Article I of the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and shall be deemed to be governed in all aspects by, the terms and provisions of the Declaration.

2. The legal description of the units as set forth on Exhibit B attached to said Declaration and referred to in Paragraph 2.01 of Article II is hereby amended to read as follows:

Units 101, 102, 103, 104, 201, 202, 203, 204, 301, 302, 303, 304, 401, 402, 403, 404, 501, 502, 503, 504, 601, 602, 603, 604, 701, 702, 703, 704, 801, 802, 803, 804, 901, 902, 903, 904, 1001, 1002, 1003, 1004, 1101, 1102, 1103, 1104, 1201, 1202, 1203, 1204, 1301, 1302, 1303, 1304, 1401, 1402, 1403, 1404, 1501, 1502, 1503, 1504, 1601, 1602, 1603, 1604, 1701, 1702, 1703, 1704, 1801, 1802, 1803, 1804, 1901, 1902, 1903, 1904, 2001, 2002, 2003, 2004, 2201, 2202, 2203, 2204, 2301, 2302, 2303, 2304, 2401, 2402, 2403, 2404, 3201, 3202, 3203, 3204, 2101, 2102, 2103, 2104, 2601, 2602, 2603, 2604, 2701, 2702, 2703, 2704, 2801, 2802, 2803, 2804, 2901, 2902, 2903, 2904, 3001, 3002, 3003, 3004,

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6995, 6996, 6997, 6998, 6999, 7000, 7001, 7002, 7003, 7004,
7005, 7006, 7007, 7008, 7009, 7010, 7011, 7012, 7013, 7014,

in Plymouth Farms Condominiums Phase 1, as delineated on the Plat of Survey (condominium) of the following-described real estate:

Plymouth Farms Phase 1A (except Out Lot 1 thereof) and Plymouth Farms Phase 1B (except Out Lot 2 thereof), being subdivisions of part of the East 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois, and Blocks 12, 13 and 25 in Plymouth Farms Phase 1-G and Blocks 56, 57, 58, 59, 60, 61 and 62 in Plymouth Farms Phase 1-E and Blocks 65, 66, 67, 68, 69, 70 and 71 in Plymouth Farms - Phase 1F, being subdivisions of part of the Southeast 1/4 and part of the Southwest 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois and Blocks 1 and 2 in Plymouth Farms Phase 1-H being a subdivision of part of the East 1/2 of the Southwest 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois,

which Plat of Subdivision of said Plymouth Farms Phase 1A was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1666510, and which Plat of Subdivision of said Plymouth Farms Phase 1B was recorded with the Recorder of Deeds of Lake County, Illinois, as Document 1671837, which Plat of Subdivision of said Plymouth Farms Phase 1-G was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694284 and which Plat of Subdivision of Plymouth Farms Phase 1-E was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694282, which Plat of Subdivision of Plymouth Farms Phase 1-F was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694283 which Plat of Subdivision of said Plymouth Farms Phase 1-H was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1825212, which Plat of Survey (condominium) is attached as Exhibit "B" to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Plymouth Farms Condominiums Phase 1, executed by Chicago Title and Trust Company, as Trustee, under Trust No. 67197 and which Plat of Condominium was recorded in the office of the Recorder of Deeds of Lake County, Illinois, as Document No. 1664839, as amended.

3. Attached hereto is Exhibit "D" consisting of three pages, designated as Pages 59 through 61, both inclusive. Exhibit "B" of the Declaration is hereby amended by adding, thereto, the Pages 59 through 61, both inclusive, of Exhibits "D" attached hereto, and any references in the Declaration to Exhibit "B" shall be deemed to refer to Exhibit "D" as hereby amended.

4. Exhibit "C" attached to the Declaration, is hereby amended and superseded in its entirety by Exhibit "C" attached hereto, and the respective percentages of ownership in the Common Elements appurtenant to each unit described in said Exhibit "C" prior to this Amendment is hereby reduced to the respective percentages set forth in Exhibit "C" as hereby amended.

5. All the unit owners, by MILLER BUILDERS, INC., their attorneys-in-fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Article XI of the Declaration.

6. The additional Common Elements are hereby granted and conveyed to the grantees of units heretofore conveyed, all as set forth in the Declaration.

7. It is expressly understood and agreed, by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the representations, covenants, undertakings and agreements herein made on the part of the Trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose of, with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title and Trust Company, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenants, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Trustee will act only on the direction of the beneficiaries.

8. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said Chicago Title and Trust Company, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by these presents by its Assistant Vice President and attested by its Assistant Secretary, and Miller Builders, Inc., attorney-in-fact as aforesaid, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by these presents by its President and attested by its Secretary, this 8th day of April, 1977.

CHICAGO TITLE AND TRUST COMPANY, as Trustee
as aforesaid and not individually

By: Walter M. Katalinic
Assistant Vice President

ATTEST:

[Signature]
Assistant Secretary

STATE OF ILLINOIS)

COUNTY OF COOK)

) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Assistant Vice President and Assistant Secretary of the Chicago Title and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice

President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 2th day of April, 1977.

William J. Gynals
Notary Public

ALL UNIT OWNERS, by their attorney-in-fact MILLER BUILDERS, INC.

By: _____

ATTEST: _____

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named President and Secretary of MILLER BUILDERS, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Miller Builders, Inc., for the uses and purposes therein set forth and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation did affix the corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

DATE: 5-3-77

Arvid E. Erickson
Notary Public

Prepared by and mail to:
Robert J. Laskey, Esq.
33 N. LaSalle Street
Chicago, Illinois 60602

THERE IS NO EXHIBIT "A" TO THE FOURTH AMENDMENT
TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS FOR PLY-
MOUTH FARMS CONDOMINIUMS PHASE I

EXHIBIT "D"

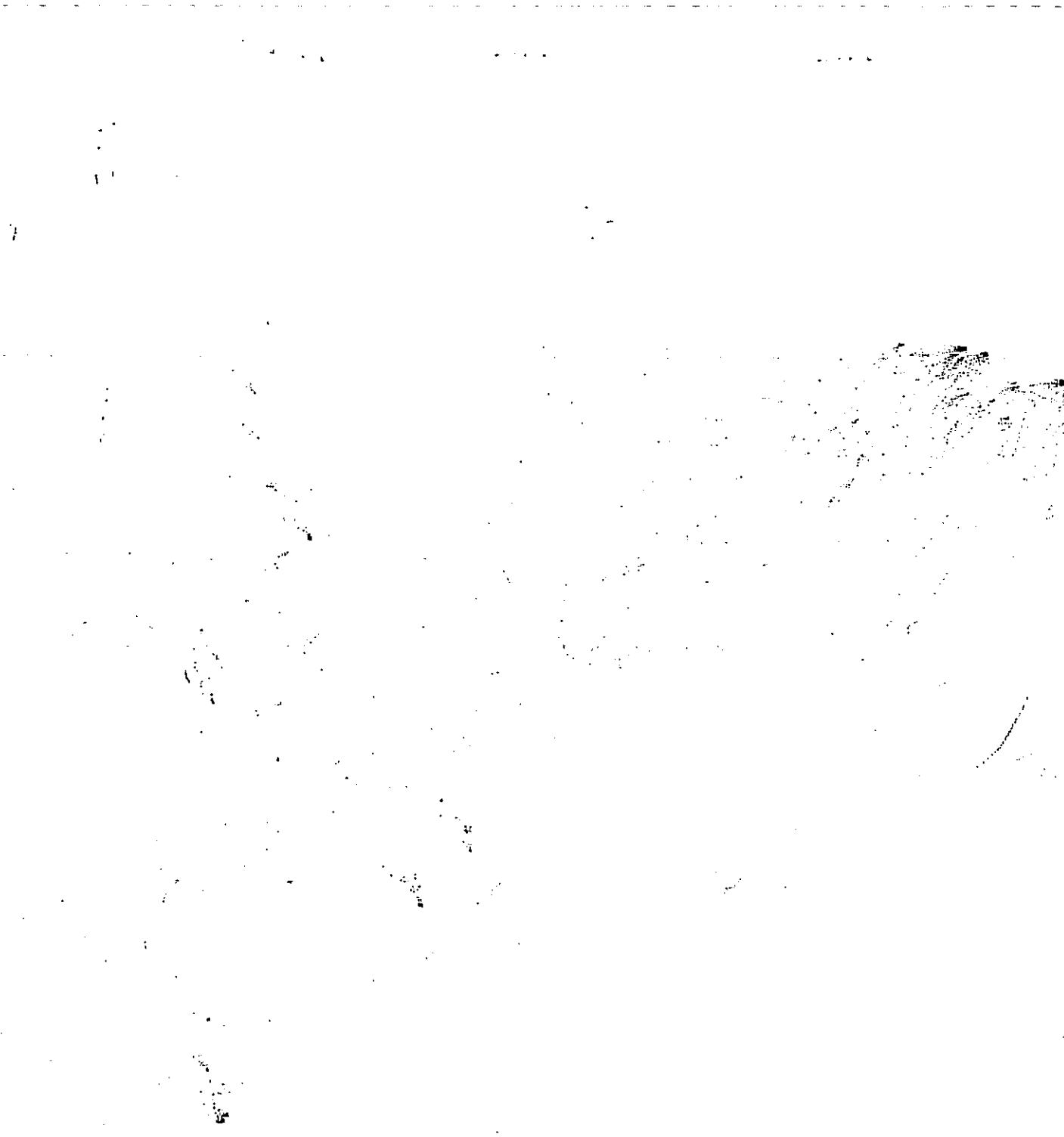


EXHIBIT "C" TO FOURTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTI-
TIONS AND COVENANTS FOR PLYMOUTH FARMS CONDOMI-
NIUMS PHASE 1

Unit 201 in Plymouth Farms Phase 1 does hereby have an undivided .48017 ownership in the Common Elements appurtenant to said Unit and all other Condominium Units in Plymouth Farms Phase 1 do hereby have an undivided .480769 ownership in the Common Elements appurtenant to each individual unit as set forth in the Condominium Declaration (as amended by this Fourth Amendment) to which this Exhibit "C" is attached, which Declaration (as amended by this Fourth Amendment) may be further amended from time to time hereafter, causing such percentage interest to automatically change in accordance with any amended Condominium Declaration as the same are filed of record pursuant to the provisions of said Condominium Declaration.

CONSENT OF MORTGAGEE TO FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP AND EASE-
MENTS, RESTRICTIONS, AND COVENANTS FOR PLYMOUTH
FARMS CONDOMINIUMS PHASE 1

LASALLE NATIONAL BANK, a National Banking Association,
of Chicago, Illinois, as mortgagee under that certain mortgage dated
May 7, 1975, and recorded with the Recorder of Deeds of Lake County,
Illinois as Document No. 1710789, which mortgage was executed by
Chicago Title and Trust Company, a corporation of Illinois, as
Trustee under Trust No. 03197, as Mortgagor to said LASALLE NATIONAL
BANK, securing a Note for \$1,300,000, DOES HEREBY CONSENT and sub-
ject the aforesaid mortgage to the extent that same encumbers the
real estate described in Section 2 of the said amendment to the
Illinois Condominium Act and the within Fourth Amendment to Dec-
laration of Condominium Ownership and of Easements, Restrictions,
and Covenants of the Plymouth Farms Homeowners Association.

LASALLE NATIONAL BANK as Mortgagee afore-
said

By:

William M. Jurgensen
Assistant Vice President

Attest:

Assistant Secretary
ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

MICHAELINE VOLOWIEC

I, MICHAELINE VOLOWIEC, a Notary Public in and
for the County and State aforesaid, DO HEREBY CERTIFY that the above-
named WILLIAM M. JURGENSEN Assistant Vice President and Richard D. Michaelis Secretary of LASALLE NATIONAL BANK, personally known to me to be the
same persons whose names are subscribed to the foregoing instrument
as said President and ASSISTANT
Secretary, respectively, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument as
their own free and voluntary act and as the free and voluntary act
of said Corporation, for the uses and purposes therein set forth;
and the said ASSISTANT Secretary then and there
acknowledged that the ASSISTANT Secretary, as cus-
todian of the corporate seal of said Corporation, caused the corporate
seal of said Corporation to be affixed to said instrument as said
ASSISTANT Secretary's own free and voluntary
act and as the free and voluntary act of said Corporation for the
uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 5th Day of
April, 1977.

Michaeline Volowiec
Notary Public

1869591

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND
COVENANTS FOR PLYMOUTH FARMS CONDOMINIUMS
PHASE 1

THIS DECLARATION made and entered into by Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated October 18, 1973, and known as Trust NO. 63197, and not individually (the "Trustee")

WITNESSETH:

WHEREAS, by the Declaration of Condominium Ownership recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 1664838 (the "Declaration"), the Trustee submitted certain real estate to the Condominium Property Act of the State of Illinois (the "Act"), said condominium being known as Plymouth Farms Phase 1 (the "Condominium"); and

WHEREAS, under the Declaration, the right is reserved in the Trustee to annex and add certain real property to the Parcel and property described in the Declaration, and thereby add to the Condominium; and

WHEREAS, the Trustee is the legal title holder of and wishes to so annex and add to said Parcel and property and thereby submit to the Act as a part of the Condominium the following real property (the "Additional Property");

Blocks 43, 44, 45, 46, 47, 63 and 64 in Plymouth Farms-Phase 1-C, being a subdivision of part of the East 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11 East of the Third Principal Meridian, Lake County, Illinois

and

Blocks 72, 73, and 74 in Plymouth Farms Phase 1-F, being a subdivision of part of the East 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11 East of the Third Principal Meridian, Lake County, Illinois,

which property is a portion of the Future Development Area described in said Declaration.

WHEREAS, the Additional Property is now improved with ten (10) apartment buildings (each building containing four (4) residential units), or a total of forty (40) residential units.

NOW, THEREFORE, Chicago Title and Trust Company, as Trustee aforesaid, and not individually, as the legal title holder of the Additional Property, and for the purpose above set forth, hereby declares that the Declaration be and hereby is amended as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in Article 1 of the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and shall be deemed to be governed in all aspects by, the terms and provisions of the Declaration.

2. The legal description of the units as set forth on Exhibit B attached to said Declaration and referred to in Paragraph 2.01 of Article II is hereby amended to read as follows:

Units 101, 102, 103, 104, 201, 202, 203, 204, 301, 302, 303, 304, 401, 402, 403, 404, 501, 502, 503, 504, 601, 602, 603, 604, 701, 702, 703, 704, 801, 802, 803, 804, 901, 902, 903, 904, 1001, 1002, 1003, 1004, 1101, 1102, 1103, 1104, 1201, 1202, 1203, 1204, 1301, 1302, 1303, 1304, 1401, 1402, 1403, 1404, 1501, 1502, 1503, 1504, 1601, 1602, 1603, 1604, 1701, 1702, 1703, 1704, 1801, 1802, 1803, 1804, 1901, 1902, 1903, 1904, 2001, 2002, 2003, 2004, 2201, 2202, 2203, 2204, 2301, 2302, 2303, 2304, 2401, 2402, 2403, 2404, 3201, 3202, 3203, 3204, 2101, 2102, 2103, 2104, 2601, 2602, 2603, 2604, 2701, 2702, 2703, 2704, 2801, 2802, 2803, 2804, 2901, 2902, 2903, 2904, 3001, 3002, 3003, 3004, 3101, 3102, 3103, 3104, 3301, 3302, 3303, 3304, 3401, 3402, 3403, 3404, 4801, 4802, 4803, 4804, 4901, 4902, 4903, 4904, 5101, 5102, 5103, 5104, 5201, 5202, 5203, 5204, 5301, 5302, 5303, 5304, 5401, 5402, 5403, 5404, 5501, 5502, 5503, 5504, 5001, 5002, 5003, 5004, 2501, 2502, 2503, 2504, 5601, 5602, 5603, 5604, 5701, 5702, 5703, 5704, 5801, 5802, 5803, 5804, 5901, 5902, 5903, 5904, 6001, 6002, 6003, 6004, 6101, 6102, 6103, 6104, 6201, 6202, 6203, 6204, 6501, 6502, 6503, 6504, 6601, 6602, 6603, 6604, 6701, 6702, 6703, 6704, 7001, 7002, 7003, 7004, 7101, 7102, 7103, 7104, 4301, 4302, 4303, 4304, 4401, 4402, 4403, 4404, 4501, 4502, 4503, 4504, 4601, 4602, 4603, 4604, 4701, 4702, 4703, 4704, 6301, 6302, 6303, 6304, 6401, 6402, 6403, 6404, 7201, 7202, 7203, 7204, 7301, 7302, 7303, 7304, 7401, 7402, 7403, 7404, 6801, 6802, 6803, 6804, 6901, 6902, 6903 and 6904.

in Plymouth Farms Condominiums Phase 1, as delineated on the Plat of Survey (condominium) of the following-described real estate:

Plymouth Farms Phase 1A (except Out Lot 1 thereof) and Plymouth Farms Phase 1B (except Out Lot 2 thereof) and Plymouth Farms Phase 1C (except Out Lot 1 thereof) and Plymouth Farms Phase 1F (except Out Lot 1 thereof) being subdivisions of part of the East 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois, and Blocks 12, 13 and 25 in Plymouth Farms Phase 1-G and Blocks 56, 57, 58, 59, 60, 61 and 62 in Plymouth Farms Phase 1-E being subdivisions of part of the Southeast 1/4 and part of the Southwest 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois and Blocks 1 and 2 in Plymouth Farms Phase 1-H, being a subdivision of part of the East 1/2 of the Southwest 1/4 of Section 5, Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois;

which Plat of Subdivision of said Plymouth Farms Phase 1A was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1656510, and which Plat of Subdivision of said Plymouth Farms Phase 1B was recorded with the Recorder of Deeds of Lake County, Illinois, as Document No. 1671837, which Plat of Subdivision of said Plymouth Farms Phase 1-C was recorded with the Recorder of Deeds of Lake County, Illinois, as Document No. 1694557, which plat of Subdivision of said Plymouth Farms Phase 1-G was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694284 and which Plat of Subdivision of Plymouth Farms Phase 1-E

was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694282, which Plat of Subdivision of Plymouth Farms Phase I-F was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694283, which Plat of Subdivision of said Plymouth Farms Phase I-H was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1825212, which Plat of Survey (condominium) is attached as Exhibit "B" to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Plymouth Farms Condominiums Phase 1, executed by Chicago Title and Trust Company, as Trustee, under Trust No. 63197 and which Plat of Condominium was recorded in the office of the Recorder of Deeds of Lake County, Illinois, as Document No. 1664838, as amended.

3. Attached hereto is Exhibit "B" consisting of three pages, designated as Pages 62 through 73, both inclusive. Exhibit "B" of the Declaration is hereby amended by adding, thereto, the Pages 62 through 73, both inclusive, of Exhibit "B" attached hereto, and any references in the Declaration to Exhibit "B" shall be deemed to refer to Exhibit "B" as hereby amended.

4. Exhibit "C" attached to the Declaration, is hereby amended and superseded in its entirety by Exhibit "C" attached hereto, and the respective percentages of ownership in the Common Elements appurtenant to each unit described in said Exhibit "C" prior to this Amendment is hereby reduced to the respective percentages set forth in Exhibit "C" as hereby amended.

5. All the unit owners, by MILLER BUILDERS, INC., their attorneys-in-fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Article XI of the Declaration.

6. The additional Common Elements are hereby granted and conveyed to the grantees of units heretofore conveyed, all as set forth in the Declaration.

7. It is expressly understood and agreed, by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the representations, covenants, undertakings and agreements herein made on the part of the Trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title and Trust Company, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenants, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Trustee will act only on the direction of the beneficiaries.

8. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said Chicago Title and Trust Company, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by these presents by its Assistant Vice President and attested by its Assistant Secretary, and Miller Builders, Inc., attorney-in-fact as aforesaid, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by these presents by its President and attested by its Secretary, this 15th day of September, 1977.

CHICAGO TITLE AND TRUST COMPANY, as Trustee as aforesaid and not individually,

BY:

Thomas J. ...
Assistant Vice President

ATTEST:

Paul A. ...
Assistant Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the Chicago Title and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 15th day of September, 1977.

Harold ...
Notary Public

ALL UNIT OWNERS, by their attorney-in-fact MILLER BUILDERS, INC.

BY: *...*

ATTEST:

...
Secretary

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named President and Secretary of MILLER BUILDERS, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Miller Builders, Inc., for the uses and purposes therein set forth and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation did affix the corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

Date: Sept 29 1977

Richard J. ...
Notary Public

SEP 30 1977
Original of this
Instrument Filed
as Ec. No. 1869591
Frank J. ...
NOTARY PUBLIC

CONSENT OF MORTGAGEE TO FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP AND EASE-
MENTS, RESTRICTIONS, AND COVENANTS FOR PLYMOUTH
FARMS CONDOMINIUMS PHASE I

OLYMPIC SAVINGS AND LOAN ASSOCIATION, a corporation of Illinois,
as mortgagee under those certain two mortgages each dated January 7,
1974 and recorded on January 21, 1974, with the Recorder of Deeds of
Lake County, Illinois as Document Nos. 1649988 and 1649987, which
mortgages were executed by Chicago Title and Trust Company, a corpor-
ation of Illinois, as Trustee under Trust No. 63197, to said Olympic
Savings & Loan Association, each Mortgage securing separate Notes
for \$85,600.00, DOES HEREBY CONSENT and subject the aforesaid mortgages
to the extent that same encumber the real estate described in Section
2 of the said amendment to the Illinois Condominium Act, and the
within Fifth Amendment to Declaration of Condominium Ownership and
of Easements, Restrictions, and Covenants of the Plymouth Farms
Homeowners' Association.

OLYMPIC SAVINGS & LOAN ASSOCIATION as
Mortgagee aforesaid and NOT PERSONALLY

BY: Frank T. Sedlacek, Pres.

ATTEST: Arthur E. Wilir, Secy

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, BLANCHE B. CHRISTIANSEN, a Notary Public in and for
the County and State aforesaid, DO HEREBY CERTIFY that the above-
named FRANK T. SEDLACEK and ARTHUR E. WILIR
, respectively, appeared before
me this day in person and acknowledged that they signed and delivered
the said instrument as their own free and voluntary act and as the free
and voluntary act of said Corporation, for the uses and purposes therein
set forth; and the said _____ Secretary,
then and there acknowledged that the
Secretary's own free and voluntary act and as the free and voluntary
act of said Corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 21st day of
September, 1977.

Blanche B. Christiansen
Notary Public

1569591

CONSENT OF MORTGAGEE TO FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP AND EASE-
MENTS, RESTRICTIONS, AND COVENANTS FOR PLYMOUTH
FARMS CONDOMINIUMS PHASE 1

LASALLE NATIONAL BANK, a National Banking Association, of
Chicago, Illinois, as mortgagee under that certain mortgage dated
May 7, 1975, and recorded with the Recorder of Deeds of Lake County,
Illinois as Document No. 1710789, which mortgage was executed by
Chicago Title and Trust Company, a corporation of Illinois, as
Trustee under Trust No. 63197, as Mortgagor to said LASALLE NATIONAL
BANK, securing a Note for \$1,300,000, DOES HEREBY CONSENT and subject
the aforesaid mortgage to the extent that same encumbers the real
estate described in Section 2 of the said amendment to the Illinois
Condominium Act, and the within Fifth Amendment to Declaration of
Condominium Ownership and of Easements, Restrictions, and Covenants
of the Plymouth Farms Homeowners Association.

LASALLE NATIONAL BANK as Mortgagee afore-
said
BY: William W. Jorgensen
Assistant Vice President
ATTEST: Richard D. Michaels
Assistant Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Richard D. Michaels, a Notary Public in and for the
County and State aforesaid, DO HEREBY CERTIFY that the above-named
WILLIAM W. JORGENSEN Assistant Vice President and
RICHARD D. MICHAELS Assistant Secretary of LASALLE NATIONAL BANK, per-
sonally known to me to be the same persons whose names are subscribed
to the foregoing instrument as said Assistant Vice President
and Assistant Secretary, respectively, appeared before
me this day in person and acknowledged that they signed and delivered
the said instrument as their own free and voluntary act and as the
free and voluntary act of said Corporation, for the uses and purposes
therein set forth; and the said Assistant Vice Secretary
then and there acknowledged that the Assistant Secretary,
as custodian of the corporate seal of said Corporation, caused the cor-
porate seal of said Corporation to be affixed to said instrument as
said Assistant Secretary's own free and voluntary act and
as the free and voluntary act of said Corporation for the uses and
purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 29th day of
Sept, 1977.
Richard D. Michaels

EXHIBIT "C" TO FIFTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS FOR PLYMOUTH FARMS
CONDOMINIUMS PHASE 1

All Condominium Units in Plymouth Farms Phase 1 do hereby have an undivided .390625 ownership in the Common Elements appurtenant to each individual unit as set forth in the Condominium Declaration (as amended by this Fifth Amendment) to which this Exhibit "C" is attached, which Declaration (as amended by this Fifth Amendment) may be further amended from time to time hereafter, causing such percentage interest to automatically change in accordance with any amended Condominium Declaration as the same are filed of record pursuant to the provisions of said Condominium Declaration.

1569591

EXHIBIT "B"

THERE IS NO EXHIBIT "A" TO THE FIFTH AMENDMENT
TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS FOR PLY-
MOUTH FARMS CONDOMINIUMS PHASE I

FEB 14 1978

1897887

SIXTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS FOR PLYMOUTH
FARMS CONDOMINIUMS
PHASE I

THIS DECLARATION made and entered into by Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated October 18, 1973, and known as Trust No. 63197, and not individually (the "Trustee")

W I T N E S S E T H:

WHEREAS, by the Declaration of Condominium Ownership recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 1664838 (the "Declaration"), the Trustee submitted certain real estate to the Condominium Property Act of the State of Illinois (the "Act"), said condominium being known as Plymouth Farms Phase I (the "Condominium"); and

WHEREAS, under the Declaration, the right is reserved in the Trustee to annex and add certain real property to the Parcel and property described in the Declaration, and thereby add to the Condominium; and

WHEREAS, the Trustee is the legal title holder of and wishes to so annex and add to said Parcel and property and thereby submit to the Act as a part of the Condominium the following real property (the "Additional Property");

Blocks 35, 36, 37, 38, 39, 40, 41 and 42
in Plymouth Farms Phase I-D, being a
subdivision of part of the East 1/2 of
the Southwest 1/4 and part of the West 1/2
of the Southeast 1/4 of Section 5, Township
43 North, Range 11 East of the Third
Principal Meridian, Lake County, Illinois

which property is a portion of the Future Development Area described in said Declaration.

WHEREAS, the Additional Property is now improved with eight (8) apartment buildings (each building containing four (4) residential units), or a total of thirty-two (32) residential units.

NOW, THEREFORE, Chicago Title and Trust Company, as Trustee aforesaid, and not individually, as the legal title holder of the Additional Property, and for the purpose above set forth, hereby declares that the Declaration be and hereby is amended as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in Article 1 of the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and shall be deemed to be governed in all aspects by, the terms and provisions of the Declaration.

2. The legal description of the units as set forth on Exhibit B attached to said Declaration and referred to in Paragraph 2.01 of Article 11 is hereby amended to read as follows:

Units 101, 102, 103, 104, 201, 202, 203, 204, 301,
502, 503, 504, 601, 602, 603, 604, 701, 702, 703, 704, 801,
802, 803, 804, 901, 902, 903, 904, 1001, 1002,
1003, 1004, 1101, 1102, 1103, 1104, 1201, 1202
1203, 1204, 1301, 1302, 1303, 1304, 1401, 1402, 1403, 1404,
1501, 1502, 1503, 1504, 1601, 1602, 1603, 1604, 1701, 1702,
1703, 1704, 1801, 1802, 1803, 1804, 1901, 1902, 1903, 1904,
2001, 2002, 2003, 2004, 2201, 2202, 2203, 2204, 2301, 2302,
2303, 2304, 2401, 2402, 2403, 2404, 2501, 2502, 2503, 2504,
2101, 2102, 2103, 2104, 2601, 2602, 2603, 2604, 2701, 2702,
2703, 2704, 2801, 2802, 2803, 2804, 2901, 2902, 2903, 2904,
3001, 3002, 3003, 3004, 3101, 3102, 3103, 3104, 3201, 3202,
3303, 3304, 3401, 3402, 3403, 3404, 4801, 4802, 4803, 4804,
4901, 4902, 4903, 4904, 5101, 5102, 5103, 5104, 5201, 5202,
5203, 5204, 5301, 5302, 5303, 5304, 5401, 5402, 5403, 5404,
5501, 5502, 5503, 5504, 5001, 5002, 5003, 5004, 2501, 2502,
2503, 2504, 5601, 5602, 5603, 5604, 5701, 5702, 5703, 5704,
5801, 5802, 5803, 5804, 5901, 5902, 5903, 5904, 6001, 6002,
6003, 6004, 6101, 6102, 6103, 6104, 6201, 6202, 6203, 6204,
6501, 6502, 6503, 6504, 6601, 6602, 6603, 6604, 6701, 6702,
6703, 6704, 7001, 7002, 7003, 7004, 7101, 7102, 7103, 7104,
4301, 4302, 4303, 4304, 4401, 4402, 4403, 4404, 4501, 4502,
4503, 4504, 4601, 4602, 4603, 4604, 4701, 4702, 4703, 4704,
6301, 6302, 6303, 6304, 6401, 6402, 6403, 6404, 7201, 7202,
7203, 7204, 7301, 7302, 7303, 7304, 7401, 7402, 7403, 7404,
6801, 6802, 6803, 6804, 6901, 6902, 6903, 6904, 3501, 3502,
3503, 3504, 3601, 3602, 3603, 3604, 3701, 3702, 3703, 3704,
3801, 3802, 3803, 3804, 3901, 3902, 3903, 3904, 4001, 4002,
4003, 4004, 4101, 4102, 4103, 4104, 4201, 4202, 4203 and
4204

in Plymouth Farms Condominiums Phase 1, as delineated on the
Plat of Survey (condominium) of the following described
real estate:

Plymouth Farms Phase 1A (except Out Lot 1 thereof)
and Plymouth Farms Phase 1B (except Out Lot 2
thereof) and Plymouth Farms Phase 1C (except Out
Lot 1 thereof) and Plymouth Farms Phase 1D (except
Out Lot 1 thereof) and Plymouth Farms Phase 1F
(except Out Lot 1 thereof) being subdivisions of
part of the East 1/2 of the Southwest 1/4 and
part of the West 1/2 of the Southeast 1/4 of
Section 5, Township 43 North, Range 11, East of
the Third Principal Meridian, in Lake County,
Illinois, and Blocks 12, 13 and 25 in Plymouth
Farms Phase 1-G and Blocks 56, 57, 58, 59, 60, 61
and 62 in Plymouth Farms Phase 1-E being sub-
divisions of part of the Southeast 1/4 and part
of the Southwest 1/4 of Section 5, Township 43
North, Range 11, East of the Third Principal
Meridian in Lake County, Illinois and Blocks 1
and 2 in Plymouth Farms Phase 1-H being a
subdivision of part of the East 1/2 of the
Southwest 1/4 of Section 5, Township 43 North,
Range 11, East of the Third Principal Meridian
in Lake County, Illinois;

which Plat of Subdivision of said Plymouth Farms
Phase 1A was recorded with the Recorder of Deeds
of Lake County, Illinois as Document No. 1656510,
and which Plat of Subdivision of said Plymouth
Farms Phase 1B was recorded with the Recorder of
Deeds of Lake County, Illinois, as Document No.
1671837, which Plat of Subdivision of said
Plymouth Farms Phase 1-C was recorded with the
Recorder of Deeds of Lake County, Illinois, as

Document No. 1694557, which Plat of Subdivision of said Plymouth Farms Phase 1-D was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694558, which Plat of Subdivision of said Plymouth Farms Phase 1-G was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694284 and which Plat of Subdivision of said Plymouth Farms Phase 1-E was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694282, which Plat of Subdivision of said Plymouth Farms Phase 1-F was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694283, which Plat of Subdivision of said Plymouth Farms Phase 1-H was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1825212, which Plat of Survey (condominium) is attached as Exhibit "B" to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Plymouth Farms Condominiums Phase 1, executed by Chicago Title and Trust Company, as Trustee, under Trust No. 63197 and which Plat of Condominium was recorded in the office of the Recorder of Deeds of Lake County, Illinois, as Document No. 1664838, as amended.

3. Attached hereto is Exhibit "B" consisting of nine pages, designated as Pages 74 through 82, both inclusive. Exhibit "B" of the Declaration is hereby amended by adding, thereto, the Pages 74 through 82, both inclusive, of Exhibit "B" attached hereto, and any references in the Declaration to Exhibit "B" shall be deemed to refer to Exhibit "B" as hereby amended.

4. Exhibit "C" attached to the Declaration, is hereby amended and superseded in its entirety by Exhibit "C" attached hereto, and the respective percentages of ownership in the Common Elements appurtenant to each unit described in said Exhibit "C" prior to this Amendment is hereby reduced to the respective percentages set forth in Exhibit "C" as hereby amended.

5. All the unit owners, by MILLER BUILDERS, INC., their attorneys-in-fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Article XI of the Declaration.

6. The additional Common Elements are hereby granted and conveyed to the grantees of units heretofore conveyed, all as set forth in the Declaration.

7. It is expressly understood and agreed, by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the representations, covenants, undertakings and agreements herein made on the part of the Trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein and this instrument is

executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title and Trust Company, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenants, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Trustee will act only on the direction of the beneficiaries.

H. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said Chicago Title and Trust Company, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by these presents by its Assistant Vice President and attested by its Assistant Secretary, and Miller Builders, Inc., attorney-in-fact as aforesaid, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by these presents by its President and attested by its Secretary, this 3rd day of January, 1978.

CHICAGO TITLE AND TRUST COMPANY,
as Trustee as aforesaid and not
individually,

BY:

Arline M. Katalovic
Assistant Vice President

ATTEST:

Patricia C. ...
Assistant Secretary

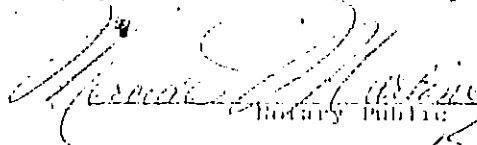
STATE OF ILLINOIS)
COUNTY OF COOK)

SS:

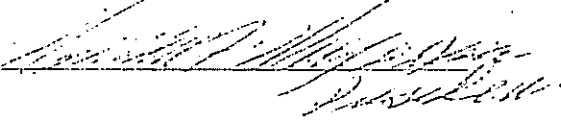
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Assistant Vice President and Assistant Secretary of the Chicago Title and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and

purposes therein set forth.

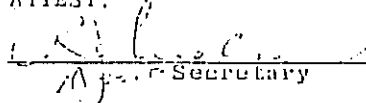
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 23rd day
of January, 1978.


Notary Public

ALL UNIT OWNERS, by their attorney-
in-fact MILLER BUILDERS, INC.

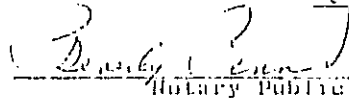
BY: 

ATTEST:


Secretary

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named President and Secretary of MILLER BUILDERS, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said MILLER BUILDERS, INC., for the uses and purposes therein set forth and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation did affix the corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL Date: Jan 23, 1978


Notary Public

THERE IS NO EXHIBIT "A" TO THE SIXTH
AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS
AND COVENANTS FOR PLYMOUTH FARMS
CONDOMINIUMS PHASE I

EXHIBIT 919

EXHIBIT "C" TO SIXTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS FOR PLYMOUTH FARMS
CONDOMINIUMS PHASE 1

Unit 3601 in Plymouth Farms Phase 1 does hereby have an undivided .3472860 ownership in the Common Elements appurtenant to said Unit and all other Condominium Units in Plymouth Farms Phase 1 do hereby have an undivided .347222 ownership in the Common Elements appurtenant to each individual unit as set forth in the Condominium Declaration (as amended by this Sixth Amendment) to which this Exhibit "C" is attached, which Declaration (as amended by this Sixth Amendment) may be further amended from time to time hereafter, causing such percentage interest to automatically change in accordance with any amended Condominium Declaration as the same are filed of record pursuant to the provisions of said Condominium Declaration.

CONSENT OF MORTGAGEE TO SIXTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP AND
EASEMENTS, RESTRICTIONS, AND COVENANTS FOR
PLYMOUTH FARMS CONDOMINIUM PHASE I

OLYMPIC SAVINGS AND LOAN ASSOCIATION, a corporation of Illinois, as mortgagee under those certain two mortgages each dated January 7, 1974 and recorded on January 21, 1974, with the Recorder of Deeds of Lake County, Illinois as Document Nos. 1649988 and 1649987, which mortgages were executed by Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust No. 63197, to said Olympic Savings & Loan Association, each Mortgage securing separate Notes for \$85,600.00, DOES HEREBY CONSENT and subject the aforesaid mortgages to the extent that same encumber the real estate described in Section 2 of the said amendment to the Illinois Condominium Act, and the within Sixth Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants of the Plymouth Farms Homeowners' Association.

OLYMPIC SAVINGS & LOAN ASSOCIATION
as Mortgagee aforesaid and NOT
PERSONALLY

BY: John J. Lanigan Executive Vice President

ATTEST: Arthur E. Uhlir Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, BLANCHE B. CHRISTIANSEN, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named JOHN J. LANIGAN, Exec. Vice Pres., and ARTHUR E. UHLIR, Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 31st day of
January, 1978.

Blanche B. Christiansen
Notary Public

CONSENT OF MORTGAGEE TO SIXTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP AND
EASEMENTS, RESTRICTIONS, AND COVENANTS FOR
PLYMOUTH FARMS CONDOMINIUM PHASE 1

LASALLE NATIONAL BANK, a National Banking Association,
of Chicago, Illinois, as mortgagee under that certain mort-
gage dated May 7, 1975, and recorded with the Recorder of
Deeds of Lake County, Illinois as Document No. 1710789, which
mortgage was executed by Chicago Title and Trust Company, a
corporation of Illinois, as Trustee under Trust No. 63197, as
Mortgagor to said LASALLE NATIONAL BANK, securing a Note for
\$1,300,000, DOES HEREBY CONSENT and subject the aforesaid
mortgage to the extent that same encumbers the real estate
described in Section 2 of the said amendment to the Illinois
Condominium Act, and the within Sixth Amendment to Declaration
of Condominium Ownership and of Easements, Restrictions, and
Covenants of the Plymouth Farms Homeowners Association.

LASALLE NATIONAL BANK as Mortgagee
aforesaid

BY: [Signature]
Assistant Vice President

ATTEST: Raymond E. Medicini
Assistant Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

MICHAELINE WOLOWIEC

I, _____, a Notary Public in
and for the County and State aforesaid, DO HEREBY CERTIFY that
the above-named Richard D. Michael Assistant Vice
President and RAYMOND E. MEDICINI Assistant Secretary
of LASALLE NATIONAL BANK, personally known to me to be the same
persons whose names are subscribed to the foregoing instrument
as said Assistant Vice President and

Assistant Secretary, respectively, appeared
before me this day in person and acknowledged that they signed
and delivered the said instrument as their own free and voluntary
act and as the free and voluntary act of said Corporation, for the
uses and purposes therein set forth; and the said

Assistant Secretary then and there acknowledged that
the Assistant Secretary Secretary, as custodian of the
corporate seal of said Corporation, caused the corporate seal of
said Corporation to be affixed to said instrument as said
Assistant Secretary's own free and voluntary act
and as the free and voluntary act of said Corporation for the
uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 8th day of
February, 1978.

[Signature]

SEVENTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP AND OF EASE-
MENTS, RESTRICTIONS AND COVENANTS
FOR PLYMOUTH FARMS CONDOMINIUMS
PHASE 1

THIS DECLARATION made and entered into by Chicago Title and Trust Company, a corporation of Illinois, as trustee under Trust Agreement dated October 18, 1973, and known as Trust No. 63197, and not individually (the "Trustee"),

W I T N E S S E T H:

WHEREAS, by the Declaration of Condominium Ownership recorded in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 1664838 (the "Declaration"), the Trustee submitted certain real estate to the Condominium Property Act of the State of Illinois (the "Act"), said condominium being known as Plymouth Farms Phase 1 (the "Condominium"); and

WHEREAS, under the Declaration, the right is reserved in the Trustee to annex and add certain real property to the Parcel and property described in the Declaration, and thereby add to the Condominium; and

WHEREAS, the Trustee is the legal title holder of and wishes to so annex and add to said Parcel and property and thereby submit to the Act as a part of the Condominium the following real property (the "Additional Property");

Blocks 3 and 4 in Plymouth Farms
Phase 1-H, being a subdivision of
part of the East 1/2 of the South-
west 1/4 of Section 5, Township
43 North, Range 11 East of the Third
Principal Meridian, Lake County,
Illinois

which property is a portion of the Future Development Area described in said Declaration.

WHEREAS, the Additional Property is now improved with two (2) apartment buildings (each building containing four (4) residential units), or a total of eight (8) residential units.

NOW, THEREFORE, Chicago Title and Trust Company, as Trustee aforesaid, and not individually, as the legal title holder of the Additional Property, and for the purpose above set forth, hereby declares that the Declaration be and hereby is amended as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in Article I of the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and shall be deemed to be governed in all aspects by, the terms and provisions of the Declaration.
2. The legal description of the units as set forth on Exhibit B attached to said Declaration and referred to in Paragraph 2.01 of Article II is hereby amended to read as follows:

Original of this JUN 23 1978
Instrument Filed
as Doc. No. 1926458

Edward J. ...
RECORDS & CLERK

Units 101, 102, 103, 104, 201, 202, 203, 204, 501,
502, 503, 504, 601, 602, 603, 604, 701, 702, 703, 704, 801,
802, 803, 804, 901, 902, 903, 904, 1001, 1002,
1003, 1004, 1101, 1102, 1103, 1104, 1201, 1202
1203, 1204, 1301, 1302, 1303, 1304, 1401, 1402, 1403, 1404,
1501, 1502, 1503, 1504, 1601, 1602, 1603, 1604, 1701, 1702,
1703, 1704, 1801, 1802, 1803, 1804, 1901, 1902, 1903, 1904,
2001, 2002, 2003, 2004, 2201, 2202, 2203, 2204, 2301, 2302,
2303, 2304, 2401, 2402, 2403, 2404, 3201, 3202, 3203, 3204,
2101, 2102, 2103, 2104, 2601, 2602, 2603, 2604, 2701, 2702,
2703, 2704, 2801, 2802, 2803, 2804, 2901, 2902, 2903, 2904,
3001, 3002, 3003, 3004, 3101, 3102, 3103, 3104, 3301, 3302,
3303, 3304, 3401, 3402, 3403, 3404, 4801, 4802, 4803, 4803,
4901, 4902, 4903, 4904, 5101, 5102, 5103, 5104, 5201, 5202,
5203, 5204, 5301, 5302, 5303, 5304, 5401, 5402, 5403, 5404,
5501, 5502, 5503, 5504, 5001, 5002, 5003, 5004, 2501, 2502,
2503, 2504, 5601, 5602, 5603, 5604, 5701, 5702, 5703, 5704,
5801, 5802, 5803, 5804, 5901, 5902, 5903, 5904, 6001, 6002,
6003, 6004, 6101, 6102, 6103, 6104, 6201, 6202, 6203, 6204,
6501, 6502, 6503, 6504, 6601, 6602, 6003, 6604, 6701, 6702,
6703, 6704, 7001, 7002, 7003, 7004, 7101, 7102, 7103, 7104,
4301, 4302, 4303, 4304, 4401, 4402, 4403, 4404, 4501, 4502,
4503, 4504, 4601, 4602, 4603, 4604, 4701, 4702, 4703, 4704,
6301, 6302, 6303, 6304, 6401, 6402, 6403, 6404, 7201, 7202,
7203, 7204, 7301, 7302, 7303, 7304, 7401, 7402, 7403, 7404,
6801, 6802, 6803, 6804, 6901, 6902, 6903, 6904, 3501, 3502,
3503, 3504, 3601, 3602, 3603, 3604, 3701, 3702, 3703, 3704,
3801, 3802, 3803, 3804, 3901, 3902, 3903, 3904, 4001, 4002,
4003, 4004, 4101, 4102, 4103, 4104, 4201, 4202, 4203, 4204,
301, 302, 303, 304, 401, 402, 403 and 404

in Plymouth Farms Condominiums Phase 1 as delineated on the
Plat of Survey (condominium) of the following described real
estate:

Plymouth Farms Phase 1A (except Out Lot 1 thereof)
and Plymouth Farms Phase 1B (except Out Lot 2
thereof) and Plymouth Farms Phase 1C (except Out
Lot 1 thereof) and Plymouth Farms Phase 1D (except
Out Lot 1 thereof) and Plymouth Farms Phase 1F
(except Out Lot 1 thereof) being subdivisions of
part of the East 1/2 of the Southwest 1/4 and
part of the West 1/2 of the Southeast 1/4 of
Section 5, Township 43 North, Range 11, East of
the Third Principal Meridian, in Lake County,
Illinois, and Blocks 12, 13 and 25 in Plymouth
Farms Phase 1-G and Blocks 56, 57, 58, 59, 60, 61
and 62 in Plymouth Farms Phase 1-E being sub-
divisions of part of the Southeast 1/4 and part
of the Southwest 1/4 of Section 5, Township 43
North, Range 11, East of the Third Principal
Meridian in Lake County, Illinois and Plymouth
Farms Phase 1-H (except Out Lot 1 thereof) being
a subdivision of part of the East 1/2 of the
Southwest 1/4 of Section 5, Township 43 North,
Range 11, East of the Third Principal Meridian
in Lake County, Illinois;

which Plat of Subdivision of said Plymouth Farms
Phase 1A was recorded with the Recorder of Deeds
of Lake County, Illinois as Document No. 1656510,
and which Plat of Subdivision of said Plymouth
Farms Phase 1B was recorded with the Recorder of
Deeds of Lake County, Illinois, as Document No.
1671837, which Plat of Subdivision of said
Plymouth Farms Phase 1-C was recorded with the
Recorder of Deeds of Lake County, Illinois, as

Document No. 1694577, which Plat of Subdivision of said Plymouth Farms Phase 1-D was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694558, which Plat of Subdivision of said Plymouth Farms Phase 1-G was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694284 and which Plat of Subdivision of said Plymouth Farms Phase 1-E was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694282, which Plat of Subdivision of said Plymouth Farms Phase 1-F was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1694283, which Plat of Subdivision of said Plymouth Farms Phase 1-H was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1825212, which Plat of Survey (condominium) is attached as Exhibit "B" to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Plymouth Farms Condominiums Phase 1, executed by Chicago Title and Trust Company, as Trustee, under Trust No. 63197 and which Plat of Condominium was recorded in the office of the Recorder of Deeds of Lake County, Illinois, as Document No. 1664838, as amended.

3. Attached hereto is Exhibit "B" consisting of three pages, designated as Pages 83 through 85, both inclusive. Exhibit "B" of the Declaration is hereby amended by adding, thereto, the Pages 83 through 85, both inclusive, of Exhibit "B" attached hereto, and any references in the Declaration to Exhibit "B" shall be deemed to refer to Exhibit "B" as hereby amended.

4. Exhibit "C" attached to the Declaration, is hereby amended and superseded in its entirety by Exhibit "C" attached hereto, and the respective percentages of ownership in the Common Elements appurtenant to each unit described in said Exhibit "C" prior to this Amendment is hereby reduced to the respective percentages set forth in Exhibit "C" as hereby amended.

5. All the unit owners, by MILLER BUILDERS, INC., their attorneys-in-fact, hereby consent to this Amendment to the Declaration, pursuant to the power of attorney set forth in Article XI of the Declaration.

6. The additional Common Elements are hereby granted and conveyed to the grantees of units heretofore conveyed, all as set forth in the Declaration.

7. It is expressly understood and agreed, by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the representations, covenants, undertakings and agreements herein made on the part of the Trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be

asserted or enforceable against Chicago Title and Trust Company, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenants, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Trustee will act only on the direction of the beneficiaries.

B. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said Chicago Title and Trust Company, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by these presents by its Assistant Vice President and attested by its Assistant Secretary, and Miller Builders, Inc., attorney-in-fact as aforesaid, has caused its name to be signed by these presents by its President and attested by its Secretary, this 25th day of May, 1978.

CHICAGO TITLE AND TRUST COMPANY,
as Trustee as aforesaid and not
individually,

BY: *Arthur M. Kalkreuth*
Assistant Vice President

ATTEST:
Marcello Martino *AK*
Assistant Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Assistant Vice President and Assistant Secretary of the Chicago Title and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 25th
day of May, 1978.

Bessie P. ...
Notary Public

ALL UNIT OWNERS, by their attorney-
in-fact MILLER BUILDERS, INC.

By: [Signature]

ATTEST:

[Signature]
Asst. Secretary

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named President and Secretary of MILLER BUILDERS, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said MILLER BUILDERS, INC., for the uses and purposes therein set forth and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation did affix the corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL Date: 6/14/78

[Signature]
Notary Public

THERE IS NO EXHIBIT "A" TO THE SEVENTH
AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS
AND COVENANTS FOR PLYMOUTH FARMS
CONDOMINIUMS PHASE 1

EXHIBIT "C" TO SEVENTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS FOR PLYMOUTH FARMS
CONDOMINIUMS PHASE I

Unit 302 in Plymouth Farms Phase 1 does hereby have an undivided .338085 ownership in the Common Elements appurtenant to said Unit and all other Condominium Units in Plymouth Farms Phase 1 do hereby have an undivided .337837 ownership in the Common Elements appurtenant to each individual unit as set forth in the Condominium Declaration (as amended by this Seventh Amendment) to which this Exhibit "C" is attached, which Declaration (as amended by this Seventh Amendment) may be further amended from time to time hereafter, causing such percentage interest to automatically change in accordance with any amended Condominium Declaration as the same are filed of record pursuant to the provisions of said Condominium Declaration.

CONSENT OF MORTGAGEE TO SEVENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP AND
EASEMENTS, RESTRICTIONS, AND COVENANTS FOR
PLYMOUTH FARMS CONDOMINIUMS PHASE 1

LA SALLE NATIONAL BANK, a National Banking Association,
of Chicago, Illinois, as mortgagee under that certain mortgage
dated May 7, 1975, and recorded with the Recorder of Deeds of
Lake County, Illinois as Document No. 1710789, which mortgage
was executed by Chicago Title and Trust Company, a corporation
of Illinois, as Trustee under Trust No. 63197, as Mortgagor to
said LA SALLE NATIONAL BANK, securing a Note for \$1,300,000,
DOES HEREBY CONSENT and subject the aforesaid mortgage to the
extent that same encumbers the real estate described in Section 2
of the said amendment to the Illinois Condominium Act, and the
within Seventh Amendment to Declaration of Condominium Owner-
ship and of Easements, Restrictions, and Covenants of the Plymouth
Farms Homeowners Association.

LA SALLE NATIONAL BANK as Mortgagee
aforesaid

BY: [Signature]
Assistant Vice President

ATTEST: [Signature]
Assistant Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, MICHAELINE WOLOWIEC, a Notary
Public in and for the County and State aforesaid, DO HEREBY
CERTIFY that the above-named Richard D. Michaels
Assistant Vice President, and Marvin E. Bresson
Assistant Secretary of LA SALLE NATIONAL BANK, personally known
to me to be the same persons whose names are subscribed to the
foregoing instrument as said Assistant Vice President and
Assistant Secretary, respectively, appeared before
me this day in person and acknowledged that they signed and
delivered the said instrument as their own free and voluntary
act and as the free and voluntary act of said Corporation, for the
uses and purposes therein set forth; and the said
Assistant Secretary then and there acknowledged that
the Assistant Secretary, as custodian of the corporate
seal of said Corporation, caused the corporate seal of said Corpo-
ration to be affixed to said instrument as said Assistant
Secretary's own free and voluntary act and as the free and voluntary
act of said Corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 19th day of
June, 1978.

[Signature]
Notary Public
MY COMMISSION EXPIRES JANUARY 23, 1982

SURVEYOR'S CERTIFICATE OF CORRECTION

This Certificate of Correction made this 26th day of June, 1975, by LOUIS J. REBIK, an Illinois registered land surveyor, and CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated October 18, 1973, and known as Trust No. 63197 (hereinafter sometimes referred to as "Trustee");

W I T N E S S E T H:

WHEREAS, LOUIS J. REBIK, an Illinois registered land surveyor, did prepare a Plat of Survey (condominium), which plat was attached as Exhibit B to The Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Plymouth Farms Condominiums Phase 1, a condominium development containing multiple dwellings, which said Declaration was recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1664838 and which said Exhibit B consisted of 20 pages designated as pages 1 through 20, both inclusive;

WHEREAS, after said Declaration was recorded as afore-said, the Trustee submitted additional property to said Plymouth Farms Phase 1 Condominium by "First Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Plymouth Farms Condominiums Phase 1" (hereinafter sometimes referred to as "First Amendment"), being recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1681123, which First Amendment had attached thereto as Exhibit B 18 pages numbered pages 20 through 37, both inclusive, amending and adding to said Exhibit B attached to said Declaration; which page 33 thereof had depicted thereon Block No. 51;

WHEREAS, the real estate covered by said Declaration and said First Amendment is described as follows:

Plymouth Farms Condominiums Phase 1, as delineated on the Plat of Survey (condominium) of the following described real estate: Certain Blocks in Plymouth Farms Phase 1-A (except Out-Lot 1 thereof)

Original of this
Instrument Filed DEC 16 1975
as Doc. No. 1743493

Frank J. Rezik

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement, of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

FORM 11 R10-71

and Plymouth Farms Phase 1-B (except Out-Lots 1 and 2 thereof) being Subdivisions of part of the East half of the South West quarter and part of the West half of the South East quarter of Section 5, Township 43 North, Range 11, East of the 3rd P.M., in Lake County, Illinois, which Plat of Subdivision of said Plymouth Farms Phase 1-A was recorded with the Recorder of Deeds of Lake County, Illinois, as Document 1656510 and which Plat of Subdivision of said Plymouth Farms Phase 1-B was recorded with the Recorder of Deeds of Lake County, Illinois, as Document 1671837, which Plat of Survey (condominium) is attached as Exhibit "B" to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Plymouth Farms Condominiums Phase 1, executed by Chicago Title and Trust Company, as Trustee under Trust No. 63197 and which Plat of Condominium was recorded in the office of the Recorder of Deeds of Lake County, Illinois, as Document 1664838, as amended together with a percentage of common elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time.

WHEREAS, said sheet 33 contained an error in depicting Block 51 and the surveyor desires to correct said page 33 and by this Certificate of Correction and the corrected page 33 attached hereto as an exhibit and by this reference made a part hereof, does hereby correct page 33 of said Exhibit B to said First Amendment to said Plymouth Farms Condominiums Phase 1;

WHEREAS, CHICAGO TITLE AND TRUST COMPANY, as Trustee aforesaid, is the owner of said Block 51 and various other buildings in said condominium development and does hereby desire to consent to and adopt this surveyor's Certificate of Correction;

NOW, THEREFORE, the undersigned, LOUIS J. REBIK, does hereby certify and state the following and the Trustee does hereby consent to the following:

1. The above preamble is hereby incorporated in this Certificate of Correction.
2. All dimensions, degrees, distances and designations set forth on the attached exhibit shall supersede and amend said page 33 of said Exhibit B attached to said First Amendment of Plymouth Farms Phase 1, and except as so superseded and amended said Declaration and First Amendment thereto shall remain in full force and effect.
3. LOUIS J. REBIK does hereby amend and correct said page 33, attached hereto as an exhibit, by setting forth and

Attached explanation rider is incorporated herein

depicting the corrected dimensions, distances, degrees and designations as set forth on the attached exhibit.

IN WITNESS WHEREOF, the below persons have affixed their hand and seal in Vernon Hills, County of Lake, Illinois, at the date above written.

Louis J. Rebig

LOUIS J. REBIG
Registered Illinois Land Surveyor

CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee under Trust Agreement dated October 18, 1973, and known as Trust No. 63197

By *Glenn E. Skinner Jr.*
ASST. VICE PRESIDENT

ATTEST:

Verlean Plater
Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

Subscribed and Sworn by Louis J. Rebig before me this 15th day of November, 1975.
December

Kathryn A. Rebig
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Glenn E. Skinner Jr., personally known to me to be the ASST. VICE President of the Chicago Title and Trust Company, and VERLEAN PLATER, personally known to me to be the ASST. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASST. VICE President and ASST. Secretary, they signed and delivered the said instrument as ASST. VICE President ASST. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of November, 1975.
December

Commission expires 10-19, 1978
Barbara J. Higgins
NOTARY PUBLIC

THIS INSTRUMENT prepared by Robert J. Lasky, 33 N. LaSalle Street, Chicago, Illinois.

DECLARATION BY OWNER OF ANNEXATION
OF ADDITIONAL LANDS TO BE SUBJECT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR THE
PLYMOUTH FARMS HOMEOWNERS' ASSOCIATION

Original Notation on Credit Recording 1792507

THIS DECLARATION, made this 30th day of August, 1976, by Chicago Title and Trust Company, as Trustee under Trust No. 63197 under Trust Agreement dated October 18, 1973, sometimes hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real estate in Lake County, Illinois, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant desires by the recording of this certificate and Declaration to make said real estate subject to the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for the Plymouth Farms Homeowners' Association recorded on April 10, 1974, with the Recorder of Deeds of Lake County, as Document No. 1658970.

WHEREAS, OLYMPIC SAVINGS & LOAN ASSOCIATION is the legal owner and holder of that certain mortgage recorded with the Recorder of Deeds of Lake County, Illinois as Document No. 1645659, which mortgage encumbers the real estate described on attached Exhibit "A" and other property, and said mortgagee desires to consent to the within Declaration by owner of Annexation of Additional Lands to be subject to the Declaration of Covenants, Conditions, Restrictions and Easements for the Plymouth Farms Homeowners' Association.

NOW, THEREFORE, Declarant hereby declares that all of the properties on said Exhibit "A" shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in said Declaration of Covenants, Conditions, Restrictions and Easements for the Plymouth Farms Homeowners' Association.

It is expressly understood and agreed by and between the

Original of this
Instrument Filed SEP 17 1976
as Doc. No. 1792507

Frank J. Mustina
RECORDER OF DEEDS

parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand and seal on the date above written at Chicago, Illinois.

CHICAGO TITLE AND TRUST COMPANY, as
Trustee under Trust No. 62197 under
Trust Agreement dated October 18, 1973,
and NOT PERSONALLY

BY:

Arlene M. Kotalovic

ATTEST:

John H. [Signature]
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be

the ASST. VICE President of Chicago Title and Trust Company, a corporation of the State of Illinois, and KAREN ANAGNOS, personally known to me to be the ASST.

Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, not personally, but as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 30th day of August, 1976.

[Signature]
Notary Public

OLYMPIC SAVINGS & LOAN ASSOCIATION, a Corporation of Illinois, as Mortgagee aforesaid, AND NOT PERSONALLY

By: James V. Palmer Vice-President
ATTEST: Arthur E. Blair, SECY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Elauche B. Christiansen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James V. Palmer, personally known to me to be the Vice President of Olympic Savings and Loan Association, a corporation of the State of Illinois, and Arthur E. Blair, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, not personally, but as Mortgagee aforesaid, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 10th day of September 1976.

[Signature]
Notary Public

OLYMPIC SAVINGS & LOAN ASSOCIATION, a Corporation of Illinois, as Mortgagee aforesaid, AND NOT PERSONALLY

By: _____
ATTEST: _____

EXHIBIT "A" TO THAT CERTAIN DECLARATION BY OWNER OF
ANNEXATION OF ADDITIONAL LANDS TO BE SUBJECT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF THE PLYMOUTH FARMS HOMEOWNERS ASSOCIATION

Blocks 56, 57, 58, 59, 62 and Out-Lot 1 in Plymouth Farms --
Phase 1-E, being a Subdivision of part of the East 1/2 of the
Southwest 1/4 and part of the West 1/2 of the Southeast 1/4 of
Section 5, Township 43 North, Range 11, East of the Third Principal
Meridian, in Lake County, Illinois.

and

Blocks 12, 13, 25 and Out-Lot 1 in Plymouth Farms - Phase
1-G, being a Subdivision of part of the West 1/2 of the Southeast
1/4 of Section 5, Township 43 North, Range 11, East of the Third
Principal Meridian in Lake County, Illinois.