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DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE PRAIRIE CROSSING STATION SQUARE CONDOMINIUM

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DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE PRAIRIE CROSSING STATION SQUARE CONDOMINIUM

THIS DECLARATION is made and entered into by Prairie Holdings Corporation, an Illinois corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant holds legal title to approximately 3.732 acres of real estate situated in the Village of Grayslake, County of Lake, State of Illinois (the "Premises") legally described on Exhibit "A" attached hereto and incorporated herein by reference; and,

WHEREAS, the Declarant desires and intends by this Declaration to submit the approximately .579 acres of the Premises (the "Condominium Parcel") legally described on Exhibit "B" attached hereto to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time; and,

WHEREAS, the Declarant desires and intends by this Declaration to establish for its own benefit and for the benefit of all future owners and occupants of the Premises, and each part thereof, certain easements and rights in, over and upon the Condominium Parcel and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and,

WHEREAS, the Declarant desires and intends by this Declaration to declare that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Condominium Parcel shall at all times enjoy the benefits of and shall at all times hold their interests subject to the rights, easements, privileges and restrictions hereafter 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 the Condominium Parcel and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof; and,

WHEREAS, the Declarant also desires and intends by filing an Annexation Amendment (as defined below) to subject a portion the remaining 3.153 acres of the Premises consisting of approximately .628 acres (the "Future Development Parcel") legally described on Exhibit "E" attached hereto to the provisions of the Condominium Property Act of the State of Illinois.

WHEREAS, the Condominium Parcel contains twenty (20) Units and is the first phase of mixed use development which shall also include the Future Development Parcel which will consist of an additional sixteen (16) residential Units and approximately 15,000 square feet of grade level commercial space,

WHEREAS, the Association shall be responsible for the administration and maintenance of the Condominium Parcel as provided in this Declaration subject to the rights and easements of the owners and occupants of the Commercial Parcel set forth in the Declaration of Easements.

NOW, THEREFORE, the Declarant, as the holder of legal title to the Premises, for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE 1

DEFINITIONS

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

1.1 ACT.

The Condominium Property Act of the State of Illinois, as amended from time to time.

1.2 ANNEXATION AMENDMENT.

An amendment or amendments to this Declaration executed by the Declarant (every such instrument being hereinafter referred to as an "Annexation Amendment") which shall set forth the legal description of the additional parcel or parcels within the Future Development Parcel to be annexed to the Condominium Parcel, shall reallocate the percentage of Unit Ownership in the Common Elements and shall otherwise be in compliance with the requirements of the Act.

1.3 ASSOCIATION.

Prairie Crossing Station Square Condominium Association, an Illinois not-for-profit corporation which shall be the association of all of the Unit Owners formed to manage and oversee the Condominium Parcel, acting pursuant to the By-Laws through its duly elected Board.

1.4 BENNETT BUILDING.

A building to be constructed on the Future Development Parcel that shall contain eight (8) Units and approximately 7,500 square feet of grade level commercial space.

1.5 BOARD.

The Board of Managers of the Association as constituted at any time and from time to time. The Board shall also mean the Board of Directors of the Association.

1.6 BUILDINGS.

The Bennett Building, the Burnham Building and the Wacker Building or any one of them individually a "Building."

1.7 BUILDING EXTERIORS.

The exterior surfaces of the exterior walls of the Buildings. The Building Exteriors shall not include the Commercial Parcel storefronts.

1.8 BURNHAM BUILDING.

The building on the Condominium Parcel that contains twenty (20) Units.

1.9 BY-LAWS.

The By-Laws of the Association that are incorporated herein in Article Nine, as same may be amended from time to time.

1.10 CAPITAL RESERVE.

Those sums paid by Unit Owners that are separately maintained by the Board for purposes of making capital expenditures in connection with the Common Elements.

1.11 COMMERCIAL PARCEL.

The portion of the Premises described as the "Commercial Property" in the Declaration of Easements (defined below) including all improvements, structures and fixtures constructed or located therein or thereon, and all easements, rights and appurtenances belonging thereto. The Commercial Parcel includes the grade level retail space located within the Bennett and Wacker Buildings.

1.12 COMMERCIAL PARCEL OWNER.

The owner or owners of record title to the Commercial Parcel, provided that owners of the Commercial Parcel may or may not form their own separate condominium, but excluding those having such interest merely as security for performance of an obligation.

1.13 COMMON ELEMENTS.

All portions of the Condominium Parcel except the Units, including the Limited Common Elements, more specifically described in Section 3.1 below.

1.14 COMMON EXPENSES.

The proposed or actual expenses of administration, including management and professional services and fees and expenses paid pursuant to the License Agreement and the Declaration of Easements; expenses of maintenance, operation, repair and replacement of the Common Elements; including Capital Reserve, the cost of insurance required or permitted to be obtained by the Board under this Declaration; any expenses designated as Common Expenses by the Act, this Declaration or the By-Laws; if not separately metered or charged to the Unit Owners, the cost of waste removal, scavenger services, water, sewer or other necessary utility services to the Condominium Parcel; and any other expenses lawfully incurred by or on behalf of the Association for the common benefit of all of the Unit Owners.

1.15 CONDOMINIUM LOBBIES.

That portion of the Commercial Parcel which serves as the lobbies of the Bennett and Wacker Buildings.

1.16 CONDOMINIUM PARCEL.

All of the land, property, space described on Exhibit B attached hereto and all improvements and structures erected, constructed or contained therein, thereon or thereunder, including buildings and all easements, rights and appurtenances belonging thereto and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Unit Owners hereby or hereafter submitted and subjected to the Act as part of the Condominium Parcel, but excluding herefrom, at all times, the Commercial Parcel.

1.17 DECLARANT.

Prairie Holdings Corporation, an Illinois corporation, its successors and assigns.

1.18 DECLARATION.

This instrument and all Exhibits attached to this instrument and all amendments to this instrument made from time to time pursuant to the provisions of this instrument.

1.19 DECLARATION OF EASEMENTS.

A Declaration of Covenants, Conditions, Restrictions and Easements, as it may be amended from time to time creating certain easements over, under, on, across and in the Future Development Parcel and adjoining outlots and which shall establish certain rights in favor of the Unit Owners and shall allocate certain duties and obligations among the Unit Owners and the owners and occupants of the Parcels, including the allocation of certain common expenses relating to the Condominium Parcel, the Commercial Parcel and the Premises.

1.20 FIRST FLOOR STAIRWELLS.

That portion of the Commercial Parcel which serves as first floor stairwells in the Bennett and Wacker Buildings.

1.21 FIRST MORTGAGE.

A bona fide First Mortgage, First Trust Deed or equivalent security interest covering a Unit Ownership.

1.22 FIRST MORTGAGEE.

The holder of a First Mortgage.

1.23 FUTURE DEVELOPMENT PARCEL.

All of the land, property, space described on Exhibit E attached hereto and all improvements and structures erected, constructed or contained therein, thereon or thereunder, including buildings and all easements, rights and appurtenances belonging thereto, but excluding herefrom, at all times, the Commercial Parcel.

1.24 HANDICAPPED PARKING SPACES.

Those Parking Spaces identified on the Plat by the international sign of a person in a wheel chair as designed to accommodate vehicles driven or occupied by handicapped persons.

1.25 LIBERTY PRAIRIE FOUNDATION.

A tax exempt private operating fund created in 1994 for the purpose of supporting and initiating education programs and projects designed to preserve and protect the natural environment for the benefit of the public.

1.26 LICENSE AGREEMENT.

The agreement between Prairie Holdings Corporation and the Prairie Crossing Homeowners' Association granting the Association access to certain amenities located on property adjacent to the Premises.

1.27 LIMITED COMMON ELEMENTS.

A portion of the Common Elements so designated in this Declaration or on the Plat as being reserved for the use of a certain Unit or Units to the exclusion of other Units, more specifically described in Section 3.4(a).

1.28 MAJORITY OR MAJORITY OF UNIT OWNERS.

Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided Unit Ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided Unit Ownership interest in the Common Elements.

1.29 OCCUPANT.

A person in possession of a Unit regardless of whether such person is a Unit Owner.

1.30 PARCELS.

The Commercial Parcel and the Condominium Parcel.

1.31 PARKING AREA.

The part of the Common Elements used for parking of automobiles.

1.32 PARKING SPACE.

A portion of the Parking Area intended for the parking of a single passenger motor vehicle including any Handicapped Parking Space.

1.33 PERSON.

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

1.34 PLAT.

The Plat or Plats of Subdivision of the Condominium Parcel attached hereto as Exhibit "B", as such Exhibit may be amended or supplemented from time to time which sets forth the measurements, elevations, and locations of the Condominium Parcel, the location of the planes which constitute the perimeter boundaries of each Unit, the location of the Parking Area, each Parking Space, and each Storage Space, a distinguishing number or other symbol to identify each Unit, each Parking Space and each Storage Space and such other data as may be required by the Act or this Declaration.

1.35 PREMISES.

Approximately 3.732 acres real estate situated in the Village of Grayslake, County of Lake, State of Illinois legally described as Exhibit "A" attached hereto and incorporated herein by this reference.

1.36 STORAGE SPACE.

A portion of the Common Elements intended for the storage of items of personal property by a Unit Owner or Occupant.

1.37 UNIT.

A part of the Condominium Parcel designated and intended for any type of residential use.

1.38 UNIT OWNER.

The Person or Persons whose estates or interest, individually or collectively aggregate fee simple absolute Unit Ownership of a Unit.

1.39 UNIT OWNERSHIP.

A part of the Condominium Parcel consisting of one Unit and the undivided percentage interest in the Common Elements allocated thereto.

1.40 VOTING MEMBER.

The person entitled to exercise all voting power with respect to a Unit Ownership.

1.41 WACKER BUILDING.

A building to be located on the Future Development Parcel which shall contain eight (8) Units and approximately 7,500 square feet of grade level commercial space.

ARTICLE 2

UNITS

2.1 DESCRIPTION AND OWNERSHIP.

(a) All Units are delineated on the Plat and listed on Exhibit "B", and shall have lawful access to a public way. All Units are intended for residential use and occupancy.

(b) Every Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on the Plat. Except as otherwise provided in this Declaration, all space, fixtures and improvements, including, without limitation, any pipes, ducts, flues, shafts, electrical wiring, and conduits and individual heating, cooling, and ventilation systems space and other equipment situated entirely within a Unit and serving only such Unit shall be deemed a part of that Unit. The legal description of every 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.

(c) No Unit Owner other than the Declarant shall, by deed, Plat, or otherwise, combine or subdivide or in any other manner cause any Unit owned by such Unit Owner other than the Declarant to be separated into any tracts or parcels different from the whole Unit as shown on the Plat, except upon prior written approval of the Declarant or the Board (which approval may be withheld) and compliance with the requirements set forth in Section 9.8.1 of this Declaration. Notwithstanding the foregoing, the Declarant shall have the right at any time and from time to time to combine or subdivide any part or all of a Unit or Units owned by the Declarant for the purpose of increasing or decreasing the size of a Unit or Units owned by the Declarant and eliminating or reducing the size of another Unit or other Units owned by the Declarant and the Declarant shall have the right in connection therewith, at Declarant's own expense, to locate or relocate Common Elements affected or required by such combination or subdivision.

(d) To the extent such data is available to the Declarant at the time this Declaration is filed, the Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Condominium Parcel and its exterior boundaries; (2) the Buildings and each floor thereof; and (3) each Unit in the Buildings and said Unit's horizontal and vertical dimensions. However, the Declarant hereby reserves unto itself and the Declarant, the right, from time to time, as further data becomes available, to amend the Plat so as to set forth the measurements, elevations, locations and other data required by the Act, with respect to the Buildings and the Units now or hereafter constructed on the Condominium Parcel.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, acting by or through its duly authorized officers, its successors, or its designee to amend the Plat, as described above, without notice to any Unit Owner. Each deed, mortgage or

other instrument with respect to a Unit, and the acceptance thereof, shall be deemed a grant of such power to each of said attorneys-in-fact, and acknowledgment of a consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to amend the Plat, as described above.

2.2 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 structural components of the Buildings, or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming part of any system serving more than his Unit, or any components or communication system (including but not limited to any intercom system), master antenna, or refuse collection system, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

2.3 SEPARATE MORTGAGES.

Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance of his respective Unit together with his respective Unit Ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Premises, the Condominium Parcel or any part thereof, except only to the extent of his Unit and his respective Unit Ownership interest in the Common Elements.

2.4 SEPARATE REAL ESTATE TAXES.

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

ARTICLE 3

COMMON ELEMENTS

3.1 DESCRIPTION OF COMMON ELEMENTS.

The Common Elements shall consist of all portions of the Condominium Parcel including the Limited Common Elements (unless otherwise expressly specified herein) but shall not include the Units. The Common Elements include, without limitation, the following components of the Condominium Parcel: the land; foundation; the exterior walls; stairways; entrances and exits; lobby areas; bicycle storage areas; mechanical equipment areas; roofs; skylights; master and/or cable television antenna systems; if any (whether leased or owned); pipes; ducts; flues; shafts; electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit); heating; cooling and ventilating systems (except those individual heating, cooling and ventilating systems or equipment whether or not entirely within a Unit serving only such Unit); public utility lines;

structural parts of the Buildings; outside walks; patios; decks; parking facilities and driveways; the underground parking facility; ramps to the underground parking facilities; the landscaping and all other portions of the Condominium Parcel except the Units. The Common Elements shall also include the Condominium Lobbies and the First Floor Stairwells. Any reference to "Common Elements" appearing on the Plat shall be deemed solely for purposes of general information and shall not be limiting in any way.

3.2 OWNERSHIP OF COMMON ELEMENTS.

Each Unit Owner shall be entitled to the percentage of Unit Ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner as set forth in Exhibit "C" attached hereto. The percentages of Unit Ownership interests set forth in such Exhibit "C" have been computed and determined in accordance with the Act, and shall not be changed, except as expressly provided by the Act or this Declaration without the unanimous consent of all Unit Owners and First Mortgagees. Each of such Unit Ownership interests in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of Unit Ownership.

3.3 USE OF COMMON ELEMENTS IN GENERAL.

Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements as hereinafter provided) in common with all other Unit Owners, as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of the Unit owned by not only each Unit Owner, but also to such Unit Owner's agents, servants, tenants, lessees, family members, invitees and guests. Each Unit Owner, however, shall have the right to the exclusive use and possession of the Limited Common Elements assigned to such Unit as set forth on Exhibit "D" hereto. Such rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, this Declaration, the Bylaws and the rules and regulations of the Board. In addition, subject to the provisions of this Declaration, the Act, the Bylaws and the Declaration of Easements, the Board shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements. All income derived by the Board from leases, concessions or other sources shall be held and used for the benefit of the members of the Association pursuant to such rules and regulations as the Board may adopt or prescribe.

3.4 LIMITED COMMON ELEMENTS.

(a) Description of Limited Common Elements.

That portion of the Common Elements which are designated as Limited Common Elements shall include, but not be limited to, the following: (i) any apparatus servicing exclusively a single Unit; (ii) perimeter doors and windows which serve exclusively a single Unit; (iii) the interior surface of the perimeter walls, ceilings (including skylights) and floors which define the boundary planes of a Unit but not including any decorating, wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring and other materials constituting any part of the finished surfaces thereof; (iv) the Parking Spaces assigned to a Unit by the Declarant as set forth in Exhibit "D" attached hereto; (v) the Storage Spaces assigned to a Unit by the Declarant as set

forth in Exhibit "D" attached hereto; (vi) any system or component part thereof which serves any particular Unit or Units exclusively, and only to the extent that such system or component part is located outside the boundaries of the Unit or Units being served; and (vii) balconies and roof decks which serve exclusively a single Unit.

(b) Transfer of Limited Common Elements.

The use of Limited Common Elements may be transferred between Owners at their expense in accordance with the provision of the Act.

(c) Use of Limited Common Elements.

Each Unit Owner and Occupant shall have the right to: (a) the exclusive use and possession of the Limited Common Elements assigned to such Unit as set forth on Exhibit "D", which right shall be appurtenant to and shall run with title to such Unit, and shall not, except as set forth in subparagraph (d) below, be separated from such Unit, and (b) the use and possession of the Limited Common Elements serving the Unit of such Unit Owner or Occupant in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Unit Owner and Occupant of any such other Unit to which such Limited Common Elements shall respectively appertain.

(d) Limited Common Element Parking Spaces.

(i) The Declarant shall have the exclusive right to make the initial assignment of the Parking Spaces and Declarant reserves the right, upon a conveyance of any Unit to which a Handicapped Parking Space has been assigned as a Limited Common Element to reassign an alternate Parking Space in the same Building which is not designed for use by handicapped persons. As of the date hereof, each Parking Space is assigned to the Unit listed in the same row as the designated Parking Space on Exhibit "D". The Declarant may (upon recording an amendment to the Declaration in accordance with Section 26 of the Act) reassign Parking Spaces owned by Declarant. Each Unit Owner shall have, as a right and benefit appurtenant to his ownership of his Unit and subject to such reasonable rules and regulations as may be established by the Board, the perpetual and exclusive use to park passenger vehicles (including but not limited to, cars, vans, minivans, motorcycles, pick-up trucks, sport utility vehicles) in the Parking Space so designated on the same row as his Unit on Exhibit "D". Each deed, lease, mortgage, or other instrument affecting such Unit may include the perpetual and exclusive use of the specific Parking Space so assigned and appurtenant thereto. Deeds, leases and mortgages affecting a Unit to which a Handicapped Parking Space has been assigned as a Limited Common Element shall include a reservation on the part of the Grantor reserving the right in favor of the Grantor and its successors, upon any reconveyance of the Unit conveyed by the Deed, to substitute the Handicapped Parking Space assigned for another Parking Space located within the same Building. Any such deed, lease, mortgage or other instrument purporting to affect a Unit without also including a reference to the Parking Space appurtenant thereto shall be deemed and taken to include the said Parking Space and the perpetual and exclusive use thereof even though not expressly mentioned or described therein.

(ii) Unit Owners may exchange (upon recording of an amendment to this Declaration in accordance with the Act) or lease (to another Unit Owner or an Occupant for as long as the Occupant resides in a Unit) Parking Spaces appurtenant to their Units. Any Unit Owner who has a Parking Space appurtenant to his Unit has the right to sell his Parking Space to another Unit Owner and, upon the recording of an amendment to this Declaration in accordance with Section 26 of the Act, the Parking Space shall become appurtenant to the Unit of the purchaser. All Parking Spaces assigned to the Units may be used only by the Unit Owners and Occupants and their respective guests or visitors.

(iii) The Parking Area and all Parking Spaces, access thereto and the use thereof shall be subject to (1) the Easement for access to Storage Spaces and mechanical rooms as provided in Section 4.3(e) of this Declaration; (2) such reasonable rules and regulations as may be established by the Board; (3) the rights of the owners of the Commercial Parcel pursuant to the Declaration of Easements; and (4) the provisions of the Declaration of Easements.

(iv) In the event that, as of the date Declarant has sold and delivered the deed for all of the Units, all of the Parking Spaces have not been assigned as described in this subsection (iv), then, subject to Section 11.1(b)(vi) below, such Parking Spaces which have not been so assigned shall no longer be deemed to be Limited Common Elements and instead such unassigned Parking Spaces shall remain part of the Parking Area subject to such reasonable rules and regulations as the Declarant or the Board may prescribe.

(e) **Storage Spaces**. The Owners of certain Units shall have, as a right and benefit appurtenant to their ownership of a Unit, that certain Storage Space assigned by the Declarant. Each deed, lease, mortgage, or other instrument affecting such Unit shall include the perpetual and exclusive use of the specific Storage Space so allocated and appurtenant thereto. Each Storage Unit is assigned to the Unit listed on the same row as the Unit on Exhibit D attached hereto as a part hereof. Any deed, lease, mortgage or other instrument purporting to affect a Unit without also including a reference to the Storage Space appurtenant thereto shall be deemed and taken to include the said Storage Space and the perpetual and exclusive use thereof even though not expressly mentioned or described therein. Until such time as Declarant has sold and delivered the deed for all of the Units, Declarant may reassign Storage Spaces. Declarant shall as of the date Declarant has sold and delivered the deed for all of the Units record an amended Exhibit D in connection with the reassignment. Access to Storage Spaces and the use thereof shall be subject to such reasonable rules and regulations as may be established by the Association.

3.5 DISCLAIMER OF BAILEE LIABILITY.

Each Unit Owner shall be responsible for such Unit Owner's personal property located in the Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner, nor the Declarant shall be (i) considered a bailee of any personal property stored in the Common Elements (including without limitation, property located in the Parking Area and vehicles parked in the Parking Area) or Limited Common Elements whether or not exclusive possession of any particular area shall be given to

any Unit Owner for storage or parking purposes, or (ii) responsible for the security of such personal property or for any loss or damage thereto whether or not due to negligence.

ARTICLE 4

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.1 SUBMISSION TO ACT.

The Condominium Parcel contained and described on the Plat attached hereto as Exhibit "B", and specifically incorporated by reference herein, is hereby submitted to the provisions of the Condominium Property Act of the State of Illinois and shall become effective upon recording hereof. Wherever reference is made to recording hereunder, recording with the Office of Recorder of Deeds of Lake County, Illinois, shall be deemed to have complied therewith.

4.2 NO SEVERANCE OF OWNERSHIP.

No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to Unit Ownership owned by such Unit Owner without including therein both the interest in the Unit and the corresponding percentage of Unit Ownership in the Common Elements owned by such Unit Owner, it being the intention hereof to prevent any severance of such combined Unit 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.

4.3 EASEMENTS.

(a) Encroachments.

If, (i) by reason of the construction, repair, reconstruction, settlement or shifting of the Buildings, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners, or (iii) by reason of the design or construction of any utility, heating, cooling or ventilating systems, any pipes, ducts, flues, shafts, or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, then in any such case, valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be; provided, however, in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner, other than the Declarant, if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Condominium Parcel by the other Unit Owners, or occurs due to the willful conduct of any such Unit Owners.

(b) Easements for Utilities, Commercial Parcel, Entertainment and Other Purposes.

SBC, Village of Grayslake, Commonwealth Edison Company, Peoples Gas Company and their successors and assigns, and any provider of internet access or other television and telecommunication services to the Premises and all other suppliers of utilities servicing the Premises are hereby granted (subject to the Declaration of Easements) the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wire and other equipment in, to, over, under, along and on any portion of the Common Elements for the purpose of providing the Premises with utility services and cable television service, together with the reasonable right of ingress and egress from the Condominium Parcel for said purpose. The Declarant or the Board may hereafter grant other or additional easements for utility, security, and cable television purposes for the benefit of the Premises over, under, along and on any portion of the Common Elements, and each Unit Owner or other Person having at any time any interest in the Condominium Parcel hereby grants to the Declarant an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner and other Persons such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to the Declarant, the Board and their respective representatives, employees and contractors to enter and work in any Unit to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, flues, shafts, conduits, public utility lines, components of the communications systems, if any, or structural components, which may run through or in the floor, ceiling or walls of or in a Unit.

(c) Easements Reserved by the Declarant.

The Declarant and each of its agents, employees, contractors, guests, invitees and licensees shall have the right and easement at all times to use the Common Elements: (i) to perform any construction, maintenance, repair, renovation, restoration or rehabilitation of, in or under all or any part of the Condominium Parcel (including the placing and maintaining of construction equipment, vehicles and machinery on the Condominium Parcel) which the Declarant desires to perform; (ii) for the purposes of selling, displaying and having ingress to and egress from one or more of the Buildings; and (iii) for the purpose of erecting, maintaining and displaying promotional signs, excepting herefrom the Limited Common Elements.

(d) Easements Reserved to the Association.

The Condominium Parcel shall be subject to a perpetual easement to the Association, its agents, successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration and By-Laws. Should it be necessary to enter a Unit to repair a Common Element, employees, agents and workmen shall be entitled to entrance by exhibiting to the Unit Owner an order from the Board or its agents.

(e) Easements for Access to Storage Space.

The Parking Area shall be subject to perpetual easement in favor of all Unit Owners for ingress and egress to and from the bicycle storage area and the Storage Spaces assigned to each such Unit Owner and for ingress and egress to and from any and all Common Elements. The Owners of Storage Spaces and the Association and/or its agents shall at all times have the right to go

upon and across the Parking Area for purposes of ingress and egress to and from the bicycle storage area, the Storage Spaces and or other Common Elements. The easement for ingress and egress across, over and through any Parking Space may require the Owner of any Parking Space to temporarily remove his vehicle from the Parking Space.

(f) Easements to Run with Land.

All easements and rights described in this Article Four are easements and rights appurtenant to and running with the land, and in perpetuity shall remain in full force and effect and inure to the benefit of each person and entity specified in this Article Four in whose favor such easement is granted, and be binding on the Condominium Parcel and each Unit Owner, purchaser, mortgagee and other Person having an interest in the Condominium Parcel or any part thereof. Reference in the respective deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(g) Blanket Easement in Favor of Declarant.

Without limitation on the terms of subparagraph 3(c) above, the right of the Unit Owners to use and possess the Common Elements shall be subject to a blanket easement over the Common Elements in favor of the Declarant, and its respective representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns, for the purposes of (i) access and ingress and egress to and from the Condominium Parcel or any part thereof, (ii) construction, installation, repair, replacement and restoration of utilities and any other portion of the Buildings, including the right to restrict and regulate access to the Common Elements for the purposes of completing construction of the Buildings, Common Elements, or Units, and (iii) the installation and maintenance of signs advertising the residences in the Condominium Parcel, and signs directing potential purchasers to the sales office and models erected in connection with such residences and for such purposes as are otherwise required by Declarant which signs shall not be erected on any Limited Common Element. The foregoing easements in favor of the Declarant shall continue until such time as may be required by the Declarant, in its sole discretion, to perform, construct or equip the Buildings, Common Elements or Units, and to make certain modifications thereof.

(h) Declaration of Easements Governs.

The Premises shall be subject to and encumbered by the Declaration of Easements. In the event of any conflict or inconsistency between the terms, provisions and exhibits of the Declaration of Easements and the terms, provisions and exhibits of this Declaration, the terms, provisions and exhibits of the Declaration of Easements shall govern and control, unless such conflict or inconsistency is required to conform this Declaration with any requirements of the Act, in which event the terms, provisions and exhibits of this Declaration and the Act shall prevail. Each Unit Owner, by acceptance of a deed to a Unit, covenants and agrees that the obligations of the Declaration of Easements which are imposed on the Unit Owners or the Owners of the Condominium Parcel shall be the obligation of all of the Unit Owners collectively. Each Unit

Owner agrees that the Association may perform such obligations on behalf of the Unit Owners collectively and each Unit Owner individually agrees to be responsible for that portion of the cost of performing such undertakings equal to the respective Unit Owner's percentage ownership interest in the Common Elements. The Declaration of Easements provides, among other things, for the allocation of certain responsibilities for ongoing care, maintenance, repair, replacement and operation of certain shared building systems, facilities, open space and other amenities. With respect to any costs and expenses (including reserves for capital expenditures) incurred by Unit Owners or the Owner of the Condominium Parcel in the performance of such obligations or as a contribution toward the payment of such obligations, such costs, expenses and reserves shall be assessed to the Unit Owners as part of the assessments otherwise due and owning hereunder, the payment of which shall be enforced in the same manner as for other assessments provided herein. The Declarant hereby reserves for itself and for the Association the right and power to enter into and record the Declaration and any amendments and modifications thereto the Declaration of Easements from time to time on behalf of each Unit Owner, as attorney-in-fact, upon such terms and conditions therein contained as may be acceptable to the Declarant or the Association, as the case may be. In furtherance of such right to enter into and record the Declaration and any amendments and modifications to the Declaration of Easements thereto, a power coupled with an interest is hereby reserved and granted to the Declarant and the Association, and each deed, mortgage, trust deed and other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof, shall be deemed a grant and acknowledgment of the power of the Declarant to enter into and record the Declaration and for the Declarant and the Association to make, execute and record such amendments and modifications to the Declaration of Easements and to carry out all duties and obligations of the Owner of the Condominium Parcel imposed thereunder. Without limitations on the foregoing terms, it is understood that the Declarant may exercise all rights, powers and privileges of the Association and may perform all of its functions pursuant to this Section prior to the election of the first Board by the Unit Owners pursuant to this Declaration.

4.4 COMMON EXPENSES.

Each Unit Owner shall pay his proportionate share of the Common Expenses subject to the following provisions. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his percentage of ownership interest in the Common Elements applied to those Common Expenses assessed to the Units. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, then (i) the amount thereof shall constitute a lien on the Unit Ownership of such Unit Owner as provided in the Act; and (ii) a late charge of Twenty Five and No/100 ($25.00) Dollars per month or such greater sum as is determined by the Board shall be assessed as a late fee.

ARTICLE 5

MAINTENANCE, REPAIRS AND REPLACEMENTS ADDITIONS, ALTERATIONS OR IMPROVEMENTS

5.1 MAINTENANCE, REPAIRS AND REPLACEMENTS.

(a) By the Association.

The Association, at its expense, shall be responsible for: (i) the maintenance, repair and replacement of those portions, if any, of every Unit which contribute to the support of the Buildings excluding, however, interior wall, ceiling and floor surfaces; (ii) the maintenance, repair and replacement of those portions of the Common Elements and those Limited Common Elements consisting of walkways, driveways, garage and the Parking Areas, storage/mechanical/electrical rooms, entry way monuments, signage, landscaping, and the like; (iii) all exterior glass surfaces including both panes (interior and exterior) of insulating glass units, windows, skylights and the roof; (iv) except as provided in Section 5.1(e) below, the 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 and forming part of any system servicing more than one Unit, as specified in Section 2.2 hereof, 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 Paragraph (b) below, or any other provision of this Declaration. The maintenance, repair and replacement of the Common Elements (except as otherwise specifically provided herein) shall be furnished by the Association as part of the Common Expenses, subject to the By-Laws and rules and regulations of the Association.

(b) By the Unit Owner.

Except as otherwise provided in Paragraph (a) above or Paragraph (c) below, each Unit Owner shall furnish and be responsible for, at his own expense:

(i) All of the maintenance, repairs and replacements within his own Unit and of the doors, and screens appurtenant thereof, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical wiring and conduits, and individual heating, cooling, and ventilating systems or equipment situated entirely within the Unit and servicing only such Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Units, shall be furnished by the Board as part of the Common Expenses, and provided further that the Board or the Association may provide, by its rules and regulations as may be imposed from time to time, for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances therein by the Board's agents or employees as a Common Expense or as user charges pursuant to Section 9.7.8. Each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which such Unit Owner is entitled to the exclusive use.

(ii) All of the decorating within the Unit appurtenant thereto as may be required from time to time, including, but not limited to, painting, wallpapering, paneling, floor covering, draperies and window decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling of his Unit, and such Unit Owner shall maintain such interior surfaces in good condition at his sole expense. Such maintenance and use shall be subject to the rules and regulations of the Association as may be imposed from time to time. The interior surfaces of all windows, forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of every respective Unit Owner. Exterior window surfaces, excluding sliding glass doors, atrium doors and window exteriors that can be safely reached by Unit Owners, shall be cleaned or washed at the expense of the Association.

(iii) All of the maintenance, repair and replacements of the Limited Common Elements, shall be performed by the respective Unit Owner benefited thereby, with the following exceptions: (i) Parking Spaces; (ii) Storage Spaces; and (iii) balconies and roof decks. The Board shall have the right to perform, or cause to be performed, such maintenance, repairs and replacements of the above referenced Limited Common Elements and the cost thereof shall be assessed in whole or in part to Unit Owners benefited thereby.

(c) Insurance.

If any repair or replacement to the Common Elements (including Limited Common Elements) is made necessary by reason of any act or occurrence with respect to which insurance is maintained by the Association pursuant to Article Six hereof and for which insurance proceeds are available as provided in Paragraph 1 of Section 7.1 hereof, the Association, at its expense, shall be responsible for the repair or replacement of such Common Elements.

(d) Nature of Obligations.

Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement of the Common Elements or the Units or any portion or parts thereof and the Association's liability shall be limited to damages resulting from negligence. 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 construction of the Buildings, nor because they may become entitled to 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 against the Declarant for any work (such as repair of the Common Elements), ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or arranged for, unless the same shall have been agreed to in advance in writing by the Board or Association or the Declarant.

(e) Negligence of Unit Owner.

If, due to the negligent act or omission of any Occupant or Unit Owner, or any of their guests or invitees or household pets or other authorized occupant or visitor of such Unit Owner, damage is caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements are required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

(f) Joint Facilities.

To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to equipment, facilities or fixtures affecting or servicing 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 as may be imposed from time to time. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Association, 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.

(g) Cable Television System.

Each Unit has been equipped with at least one outlet for connection to the cable or satellite television system serving the Buildings within which the Unit is situated, which outlet and systems are integral parts of the Common Elements. Additional outlets for connection to the television system may be installed by the Declarant prior to closing of the initial sale of a Unit. After such initial closing, additional outlets may be installed only as authorized by the Board or Association. Unit Owners are prohibited from making any modifications to or tampering with said outlet(s) and from making any connections to the master system, and the Board or Association may charge any Unit Owner with the cost of locating and removing any unauthorized connections thereto and of repairing any modifications thereto.

5.2 ADDITIONS, ALTERATIONS OR IMPROVEMENTS.

(a) By the Board.

The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Unit Owners benefited thereby as set forth herein) the cost of additions, alterations, or improvements to the Common Elements. The cost of any work to the Common Elements may be paid out of a special assessment.

(b) By the Unit Owner.

Except as otherwise provided in Paragraph (a) above; Paragraph (d) below; Section 2.1(c); and Section 9.8.1 and except additions, alterations or improvements by or with the permission of the Declarant so long as the Declarant has an interest in the Condominium Parcel, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements. No additions, alterations or improvements shall be made by a Unit Owner to his Unit

where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder without the prior written consent of the Board. The Board may consent (which consent shall not be unreasonably withheld) to the making of such addition, alteration or improvement by a Unit Owner upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its direction, take any of the following actions:

(i) Require the Unit Owner to remove the addition, alteration or improvement and restore the property to its original condition, all at the Unit Owner's expense; or

(ii) If the Unit Owner refuses or fails to properly perform the work required under the preceding Paragraph (i), the Board may cause work to be done and may charge the Unit Owner for the cost thereof as determined by the Board; or

(iii) Ratify the action taken by the Unit Owner, and the Board may, but shall not be required to, condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Paragraph 2.

(c) Documentation of Additions, Alterations and Improvements.

A Unit Owner making any additions, alterations or improvements, and any Unit Owner combining or subdividing a Unit or Units in accordance with the provisions of the Act or this Declaration, either by right or by permission as set forth herein shall first submit to the Board at least thirty (30) days in advance of the commencement of any work being performed copies of all plans and specifications, a construction schedule and a listing of the scheduled dates, duration and a description of any phases of the proposed work that will interrupt the services to and/or the use of any other Units or the Common Elements in sufficient detail to permit the Board to determine that the work is in compliance with the provisions contained herein and to coordinate the proposed work with other Unit Owners. Further, the Unit Owner shall submit to the Board copies of permit applications, permits, inspection reports, certificates of occupancy, contractor and subcontractor sworn statements and waivers of lien as soon as practicable. Unit Owners shall cooperate with the Board or its designated agent to minimize the impact and interruption of the quiet use and enjoyment of the property by other Unit Owners, their guests and invitees.

(d) Changes to Exterior Materials, Color Scheme and Name Prohibited.

Notwithstanding anything to the contrary contained in this Section or any other Article of this Declaration, neither the Board nor any Unit Owner shall be permitted to make any change to the Building Exteriors including, but not limited to, changes to the exterior construction or color scheme. No Unit Owner shall store or place anything, including, but not limited to, patio furniture, barbeque grills, pots or containers for plants on the Common Elements including the Limited Common Elements that are not an approved color. Approved colors shall include brown, dark gray, black, and dark green and other colors approved by the Board from time to

time. Either the Board, the Declarant, its successors or assigns or any Unit Owner, as may be applicable, may enforce the provisions of this prohibition against exterior changes and may seek injunctive relief from the Circuit Court of Lake County to enjoin any person or the Board from attempting to make any such changes or to order any person or the Board to restore the Building Exteriors color scheme and exterior construction to its original design. In the event that at any time while Declarant owns any portion of the Premises, the Association shall take any action to change either the name of a Building or the name of the Association, the Declarant shall have the right to seek injunctive relief to prohibit the change of the name of the Association or a Building or to require that the Association restore the name of the Building or the Association. In the event that Declarant shall be required to institute any litigation for such injunctive relief, the Association shall be responsible for the payment of all of the Declarant's costs and attorneys' fees incurred in such action. This subparagraph 2(d) shall not be modified, amended, or changed in any way without the express written consent of the Declarant, which consent may be withheld.

(e) Payment of Mechanic's Lien Claims by the Board.

The Board may cause to be discharged any mechanic's lien or other encumbrance which arises from labor or material furnished or supplied after the date of this Declaration (other than any lien claims which are the responsibility of Declarant) and which, in the opinion of the Board, may constitute a lien against the Premises and/or the Common Elements, rather than a lien against a particular Unit Ownership. If all of the Unit Owners are responsible for the existence of any such lien against the Premises and/or the Common Elements, the amount paid by the Board to discharge such lien and the costs and expenses (including attorneys' fees) incurred by reason of such lien shall be part of the Common Expenses. If less than all the Unit Owners are responsible for the existence of any such lien against the Premises and/or the Common Elements, the Unit Owners responsible for such lien shall be jointly and severally liable for the amount necessary to discharge such lien and the costs and expenses (including reasonable attorneys' fees) incurred by reason of such lien.

ARTICLE 6

INSURANCE

6.1 TYPE OF INSURANCE.

The Association, acting through the Board, shall have the authority to and shall obtain the following insurance for the Condominium Parcel:

(a) Property Insurance.

Insurance on the Condominium Parcel, including the Units and the Common Elements, against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Condominium Parcel, including the Units and the Common Elements, shall be determined from time to time by

the Board, which determination may be based upon appropriate insurance appraisals. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements, Units, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. The cost of any and all such appraisals shall be Common Expenses.

(b) Boiler, Etc.

Insurance on the Condominium Parcel against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Condominium Parcel, if any, without a co-insurance clause so long as available, in such amount as the Board shall deem desirable.

(c) Public Liability and Property Damage.

Comprehensive general liability insurance against claims for bodily injury, property damage and personal injury suffered by the public or by any Unit Owner occurring in, on or about the Condominium Parcel (but excluding any portion of the Condominium Parcel used exclusively by a Unit Owner which is not a Common Element), such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable but in no event for less than One Million Dollars ($1,000,000.00) with respect to liability for personal injury or property damage arising out of a single accident.

(d) Worker's Compensation.

Such worker's compensation insurance as may be necessary to comply with applicable laws.

(e) Employer's Liability.

Employer's liability insurance, when applicable, in such amount as the Board shall deem desirable.

(f) Fidelity Bond.

A fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other persons handling the funds of the Association (including a property management firm), the Board or the Unit Owners, in such amount as the Board shall deem desirable.

(g) Other.

Such other insurance (including insurance with respect to officers' and directors' liability) in such amounts as the Board shall deem desirable.

(h) Premiums.

The premiums for the above described insurance shall be Common Expenses. All of such insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois. The Association, for the benefit

of the Unit Owners and the mortgagee of each Unit, shall pay the premiums promptly when due on the policies of insurance described in this Paragraph 6.1 and shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

6.2 NAMED INSUREDS.

(a) All policies of insurance of the character described in subparagraphs (a) and (b) of Section 6.1 above: (i) shall name as insured the Declarant, so long as it has an insurable interest, and the Board, as trustee for the Unit Owners, in the percentages established in Exhibit "C" to this Declaration and shall also name as an insured the Insurance Trustee (as hereinafter defined) as the respective interests of all of such insureds may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit; (iii) shall provide that if the insurer has an election to restore damage in lieu of making a cash settlement, such election shall not be exercisable in the event the Unit Owners elect to sell the Condominium Parcel under the provisions of the Act; (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit; and (v) shall contain an endorsement or clause, if available, whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board or its members, the Declarant, the managing agent, each of their respective employees and agents, and the Unit Owners and the Occupants. Policies of insurance of the character described in subparagraph (a) of the preceding Section 6.1 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgagee clause endorsements under the policies of insurance of the character described in subparagraphs (a) and (b) of the preceding Section 6.1, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(b) All policies of insurance of the character described in subparagraphs (c), (d), (e), (f) and (g) of the preceding Section 6.1 shall include as named insureds each Unit Owner and the Association, the Declarant, the First Mortgagee, the Board and its managing agent, the other agents and employees of such Association, Board, managing agent and the Declarant. In addition, all policies of insurance of the character described in clauses (a) and (c) of this Section 6.1 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Declarant, the managing agent, their respective employees and agents, and the Unit Owners and Occupants.

6.3 PAYMENT OF LOSS.

The loss, if any, under any policies of insurance of the character described in subparagraph (a) and (b) of the preceding Section 6.1 shall be payable, and the insurance proceeds paid on account of any such loss shall be applied and disbursed, as follows:

(a) To the Board, as trustee for each of the Unit Owners in their respective percentages of Ownership in the Common Elements as established in this Declaration, in the case of any one

loss, of Fifty Thousand Dollars ($50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Condominium Parcel to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendors', mechanics', materialmans' and other similar liens; or

(b) In the case of any one loss exceeding Fifty Thousand Dollars ($50,000.00) in the aggregate, then the insurance proceeds shall be paid to The Northern Trust Company, which corporation is hereby designated by the Declarant to act as trustee for the Board (the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this subparagraph (b). If The Northern Trust Company (or its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million Dollars ($5,000,000.00). Such proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Condominium Parcel to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Condominium Parcel in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

6.4 UNIT OWNER'S INSURANCE.

Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and furnishings and personal property therein, and his personal property stored elsewhere on the Premises, and for his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.

6.5 IMPROVEMENTS TO UNITS.

Each Unit Owner (except the Declarant) shall be required to report all additions or alterations to his Unit promptly in writing to the Board. The Board, in its sole reasonable discretion may elect to insure the alteration or addition as part of the insurance it maintains under this Article 6. In the event the Board elects to insure the alteration or addition, the Unit Owner shall reimburse the Board for any additional insurance premiums attributable thereto. Each Unit Owner shall be responsible for any deficiency in any insurance loss recovery relating to alterations or additions not approved by the Board and covered in accordance with this Section 6.5. Unless the Board

has elected to do so and has so notified the Unit Owner in writing, the Board shall not be responsible for obtaining insurance on such additions, alterations or improvements made after the initial sale of the Unit by the Declarant, and each Unit Owner shall make arrangements satisfactory to the Board for such additional premiums. Except as set forth herein, 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 makings of such additions, alterations or improvements. "Additions" or "alterations" shall include, but shall not be limited to, carpeting, special flooring, wall covering, lighting and plumbing fixtures, sound and security systems, decorative trims, moldings and paneling. The insurance coverage described in this Section 6.5 shall not be deemed to include personal property owned by the Unit Owner.

6.6 WAIVER OF SUBROGATION AND RELEASE.

Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Commercial Parcel Owner, the Association, its officers, members of the Board, Declarant, the manager and managing agent of the Condominium Parcel, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Units or Common or Limited Elements, caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance carried by the Association, and to the extent this release is allowed by policies for such fire or other casualty insurance.

6.7 CANCELLATION OF INSURANCE.

If any insurance required under subparagraph (a), (b) or (c) of the preceding Section 6.1 is canceled, the Board shall be responsible for serving notice of such cancellation upon each insured thereunder.

ARTICLE 7

DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF PROPERTY

7.1 SUFFICIENT INSURANCE.

If the improvements forming a part of the Condominium, or any portion thereof, including any Units, 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 of 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 thereof; provided, however, if within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Condominium as hereinafter provided in Article Eight hereof or to withdraw the Condominium 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. If such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners

according to each Unit Owner's percentage of Ownership in the Common Elements as set forth in Exhibit "C" attached hereto, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

7.2 INSUFFICIENT INSURANCE.

(a) If the insurance proceeds are insufficient to reconstruct the improvements on the Condominium Parcel and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Condominium Parcel within one hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Condominium Parcel shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence. At such meeting, the Board or its representative shall present to the members an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner to complete the restoration.

(c) In the case of damage or other destruction in which one-half (1/2) or more of the Units are rendered uninhabitable, upon affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Condominium Parcel affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements, will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease (or be proportionately reduced in case of withdrawal of a portion).

7.3 EMINENT DOMAIN.

If any portion of the Condominium Parcel is taken by condemnation or eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion so taken may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to the Unit shall be reduced accordingly, upon the basis of diminution in market

value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest therein. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease (or be proportionately reduced in case of withdrawal of a portion).

7.4 REPAIR, RESTORATION OR RECONSTRUCTION OF THE IMPROVEMENTS.

As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before.

ARTICLE 8

SALE OF THE PROPERTY

At a meeting duly called for such purpose, the Unit Owners by affirmative vote of Voting Members having at least seventy-five percent (75%) of the total vote, may elect to sell the Condominium Parcel as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved, shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by an appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select a qualified appraiser, experienced in the appraisal of condominium units in the Chicago, Illinois, metropolitan area, and the two so selected, shall select a third appraiser, experienced in the appraisal of condominium units in the Chicago, Illinois, metropolitan area. The fair market value shall then be determined by the agreement of two of the three appraisers. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share of said cost shall be a Common Expense.

ARTICLE 9

CONDOMINIUM ADMINISTRATION AND BY-LAWS OF THE ASSOCIATION

SUBARTICLE 9.1

ADMINISTRATION

9.1.1 ASSOCIATION.

The Association has been formed prior to the recording of this Declaration as a not-for-profit corporation under the General Not-For-Profit Act of the State of Illinois. The Association shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elements (other than the portion of the Limited Common Elements which are the responsibility of a Unit Owner as provided herein) and for the other purposes specified in this Declaration. The Association shall not be deemed to be conducting business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of all Unit Owners in accordance with the provisions of this Declaration. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner and upon the transfer of his Unit Ownership, the new Unit Owner shall be a member in the Association. The Association may issue certificates evidencing membership therein.

9.1.2 ADMINISTRATION.

The direction and administration of the Condominium Parcel shall be vested in the Board of Directors of the Association. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to in the Act.

9.1.3 DUTIES AND POWERS OF THE ASSOCIATION.

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

9.1.4 BOARD OF DIRECTORS' DETERMINATION BINDING.

In the event of any dispute or disagreement between any Unit Owners relating to the Condominium Parcel, or any question of interpretation of application of this Declaration or the By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

9.1.5 LIABILITY OF THE BOARD OF DIRECTORS.

Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify, defend and hold

harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of the contracts made by the Board, or other acts of the Board and officers of the Association on behalf of the Units Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to: (i) any matter as to which such persons being or having been finally adjudged in such action, suit or proceeding as liable for gross negligence or fraud in the performance of his duties as such member or officer; or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements. Every agreement made by the Board or by the managing agent on behalf of the Unit Owners shall provide that members of the Board or the managing agent, as the case may be, are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

SUBARTICLE 9.2

UNIT OWNERS

9.2.1 CLASSES OF MEMBERS, MEMBERSHIP AND TERMINATION THEREOF.

The Association shall have one class of membership only, and nothing contained in the Declaration shall permit or allow different classes of membership among the Unit Owners. Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with any of the Condominium Parcel during the period of such Ownership and membership in this Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner and member arising out of, or in any way connected with, such Unit Ownership and membership and the covenants and obligations incident thereto.

9.2.2 VOTES AND VOTING RIGHTS.

(a) There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Member shall be the Unit Owner or one of the persons included in the Unit Owner, the beneficiary or one of the beneficiaries of a land trust which is a Unit Owner or some person (who need not be a Unit Owner) designated by such Unit Owner or beneficiary or beneficiaries to act as proxy on behalf of such Unit Owner or beneficiary or beneficiaries. Such designations 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 Unit Owner. Any or all of the persons included in the Unit Owner of a Unit Ownership, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member either in person or by proxy may vote at such meeting. All voting shall be cumulative. All Voting Members shall be entitled to one vote (for each position or question voted on) equal to the total percentage of Ownership in the Common Elements applicable to such Unit Owner's Unit Ownership as set forth in Exhibit "C" attached hereto. The Declarant shall designate the Voting Member with respect to each Unit owned by it.

(b) A Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution. Any proxy distributed for board elections must give Unit Owners the opportunity to designate any person as the proxy holder and must give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

SUBARTICLE 9.3

MEETINGS OF MEMBERS

9.3.1 INITIAL AND ANNUAL MEETINGS.

The initial meeting of the Voting Members shall be held not less than twenty-one (21), nor more than thirty (30) days after notice given by Declarant. Said initial meeting shall be held no later than the first to happen of: (i) thirty (30) days after the date Declarant has sold and closed and delivered its deed for at least seventy-five percent (75%) of the Units or; (ii) three (3) years from the date of the recording of this Declaration. The Declarant shall give each Unit Owner at least twenty-one (21) days notice of the initial meeting and shall provide, to any requesting Unit Owner within three (3) working days of the date of such request, the names, addresses, telephone numbers (if available), and vote of each Unit Owner entitled to vote at such meeting. Any Unit Owner shall be provided with the same information, within three (3) working days of a request with respect to each subsequent meeting where the initial Directors may be elected. Thereafter, there shall be an annual meeting of the voting members on the fourth Tuesday of October of each succeeding year thereafter at 7:30 p.m., or at such other reasonable time or date as may be designated by notice of the Board delivered to the Voting Members.

9.3.2 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 the president of the Board, a majority of the Board, or by the Voting Members having twenty percent (20%) of the total votes and delivered not less than ten (10) days nor more than thirty (30) 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. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

9.3.3 NOTICE OF MEETINGS.

Except as otherwise provided herein, notices of meetings required to be given herein may be delivered either personally or by mail to each Voting Member. Such notices shall be addressed to each such person at the addresses given by them to the Board for the purpose of service of such notice, or to the units of the owners with respect to which such voting right appertains. Such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting, including specific reference to any action which will require two-thirds (2/3) or greater of the total votes of the Voting Members.

9.3.4 PLACE AND QUORUM.

Meetings of the Voting Members shall be held within the Buildings or at such other place in Lake County, Illinois as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Voting Members having thirty percent (30%) 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 at the commencement of the meeting upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. The Board may prescribe a majority of the total votes present at such meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Owners or, in the absence of such rules, Roberts Rules of Order shall be used.

9.3.5 MATTERS REQUIRING MORE THAN MAJORITY VOTE.

No amendment of the Declaration or Bylaws, the Declaration of Easements, no merger or consolidation of the Association, no sale, lease, exchange, mortgage, pledge, or other disposition (including the granting of easements) of all, or substantially all of the property and assets of the Association, and no purchase or sale of land or of Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of at least seventy-five (75%) of the votes of the Unit Owners. No amendment or termination of the License Agreement shall be effective unless there is an affirmative vote of at least ninety percent (90%) of the votes of the Unit Owners.

SUBARTICLE 9.4

BOARD OF DIRECTORS

9.4.1 IN GENERAL.

(a) The direction and administration of the Condominium Parcel shall be vested in the Board of the Association which shall consist of five (5) persons who shall be elected at large in the manner set forth in the By-Laws; provided, however, that notwithstanding anything to the contrary set forth in the By-Laws, during the period commencing on the date of this Declaration and ending upon the qualification of the Directors elected at the initial meeting of the Voting Members, the Board shall consist of three (3) persons who shall be designated and selected by Declarant.

(b) Except for the directors so designated and selected by Declarant, each member of the Board shall be one of the Unit Owners and shall reside on the Condominium Parcel; provided, however if the Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board.

(c) Except the directors so designated and selected by Declarant, if a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.

9.4.2 GENERAL POWERS AND DUTIES OF THE BOARD. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

(a) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements and the portions of the Limited Common Elements required pursuant to Section 5.1(a) of the Declaration.

(b) Preparation, adoption, and distribution of the Annual Budget for the Condominium Parcel including determination of the amount of appropriate reserves for the repair or replacement of the Common Elements.

(c) Levying and collection of assessments from Unit Owners including special assessments and the collection of assessments, in connection with expenditures for Limited Common Elements, from only those Unit Owners to which Limited Common Elements are assigned.

(d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.

(e) Obtaining adequate and appropriate kinds of insurance, including but not limited to, the insurance required under Article 6.

(f) Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it.

(g) The Board may adopt such reasonable rules and regulations which the Board deems advisable to the maintenance, administration, management, operation, use, conservation, and beautification of the Condominium Parcel, and for the health, comfort, safety, and general welfare of the Unit Owners and Occupants: (i) which are not inconsistent with this Declaration; (ii) which are not inconsistent with and do not interfere, limit or constrain the lawful operation of the businesses in the Commercial Condominium Parcel; and, (iii) which are consistent with applicable governing laws. The Board may adopt or amend any responsible rules and regulations provided that a meeting of the Unit Owners has been called and convened in conformance with Section 9.3.3 hereof, notice of which contains the full text of the proposed rules and regulations. No such rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. Written notice of such rules and regulations which have been adopted in conformance hereto, shall be given to all Unit Owners and Occupants, and all Unit Owners and Occupants shall at all times be subject to and shall comply herewith.

(h) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Condominium Parcel.

(i) To have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to the Unit or other Units.

(j) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the Association.

(j) To impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association.

(l) Unless the Declaration provides to the contrary, to assign its right to future income, including the right to receive Common Expenses if approved by a majority vote of the entire Board.

(m) To record the dedication of or an easement covering a portion of the Common Elements for use as, or in connection with a utility or where authorized by a two-third (2/3) vote of the Unit Owners.

(n) To pay for water, waste removal, other operating expenses, electricity, telephone, and other necessary utility service for the Common Elements.

(o) To pay for the maintenance, repair and replacement of the Common Elements which includes but is not limited to: landscaping, gardening, pest control, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (including the Limited Common Elements as set forth herein) as the Board shall

determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(p) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or By-Laws of which, in its opinion, shall be necessary or proper for the maintenance and operation of the Condominium, as a high quality condominium development or for the enforcement of the Board's rules and regulations.

(q) To pay any amount necessary to discharge any mechanics' lien or other encumbrance against the Condominium Parcel or any part thereof which first arises after the date of this Declaration (other than lien claims which are the responsibility of the Declarant) and which may in the opinion of the Board, constitute a lien against the Condominium Parcel or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall jointly and severally be liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners.

(r) To maintain and repair 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 the Condominium Parcel, and the Unit Owner of such Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, or to correct any unauthorized or improperly installed improvements pursuant to Section 5.2(b)(ii) hereof, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(s) The Board or its agent, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board or its agent as a Common Expense.

(t) Commencing upon the election by Unit Owners of the initial Board, the Board's powers hereinabove enumerated and described in this Declaration shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements in accordance with the provisions of this Declaration) without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes.

(u) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments necessary to fulfill the duties of the Board to provide for the maintenance and operations of the Association shall be signed by such officer or officers or agent or agents of 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 documents shall be signed by the president and countersigned by the secretary of the Board.

(v) The Board may engage the services of a professional management agent to manage the Condominium Parcel to the extent deemed advisable by the Board, provided, however, any management agreement must be terminable for cause upon thirty (30) days notice, and shall not be for a term to exceed two (2) years renewable by the agreement of the parties for an additional two (2) year term.

(w) Nothing hereinabove shall be construed to give the Board, the Association, or the Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them, except for income producing activity incidental to the purposes of the Association.

(x) The Board may retain the services of accountants and attorneys.

(y) Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as Common Expenses.

(z) If any Unit Owner shall default in the performance of such Unit Owner's obligations hereunder, under the Act or under the rules and regulations of the Board, the Board may maintain an action for possession against such defaulting Unit Owner for the benefit of all the other Unit Owners in the manner prescribed by the Illinois Code of Civil Procedure.

(aa) The Board may make changes to Common Elements to reasonably accommodate the needs of a handicapped Unit Owner as required by the federal Civil Rights Act of 1968, the Human Rights Act, any other applicable Federal or State Laws and any applicable local ordinances in the exercise of its powers with respect to the use of common elements or approval of modifications to an individual Unit provided that there is no change to the boundaries of any Unit or any undivided interest in the Common Elements.

(bb) To establish and maintain a system of master metering of public utility services and to collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

(cc) That the Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board so long as: (1) no preference is expressed in favor of any candidate; and (2) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical information in the information to be disseminated.

(dd) Except as to the Board appointed by the Declarant, the Board may not enter into a contract with a current Board Member or with a corporation or partnership in which a Board Member has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract.

Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition.

9.4.3 ELECTION OF BOARD MEMBERS.

The initial Board of Directors designated by the Declarant pursuant to Article Eleven hereof shall consist of three (3) directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date this Declaration is executed and ending upon the qualification of the Directors elected at the initial meeting of Voting Members held as provided in Section 9.3 hereof. Said initial Board may, on behalf of the Declarant, exercise the rights reserved in Article Eleven hereof.

At the initial meeting of the Voting Members, the Voting Members shall elect the Board consisting of five (5) members. In all elections for members of the Board, each Voting Member shall be entitled to vote on a cumulative voting basis and the five (5) Unit Owner candidates receiving the highest number of votes shall be deemed to be elected. Members of the Board elected at the initial meeting of the Voting Members shall serve until the first annual meeting of the Voting Members. At the first annual meeting at least five (5) Board members shall be elected. A greater number (provided it be an odd number) of Board Members may be elected if the Voting Members shall have cast ballots in favor of a greater number as provided herein. The majority number of persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the minority number of persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. The election and term of office as between candidates receiving the same number of votes shall be determined by coin toss.

Voting Members having at least two-thirds (2/3) of the total votes may increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that: (i) such number shall not be less than three (3); (ii) such number shall always be an odd number; (iii) the terms of at least one-third (1/3) of the persons on the Board shall expire annually; (iv) no Board member or officer shall be elected for a term of more than two (2) years but Board members or officers may succeed themselves. Members of the Board (including without limitation those members designated by Declarant) shall receive no compensation for their services.

Except as otherwise provided in this Declaration, the Condominium Parcel shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum of the Board exists.

9.4.4 REMOVAL.

Any Board member may be removed from office, at any time after the election of directors at the initial meeting of Voting Members by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting, any subsequent annual meeting or any special meeting called for that purpose.

9.4.5 VACANCIES.

Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by a vote of two thirds (2/3) of the total membership of the remaining members of the Board, except for a vacant position of the Board last filled by a person appointed by the Declarant. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds. Notwithstanding the foregoing, any director so elected shall serve until the next meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding at least twenty percent (20%) of the total votes requesting a special meeting of the Voting Members to fill the vacancy for the unexpired term. Such special meeting shall be called by the Board pursuant to Section 9.3.3 and shall be held no later than thirty (30) days following the filing of said petition.

9.4.6 MEETINGS OF THE BOARD.

Meetings for the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board shall meet no less than four (4) times each year. A majority of the total members on the Board shall constitute a quorum. Special Meetings of the Board can be called by the president or 40% of the members of the Board.

9.4.7 NOTICE TO MEMBERS OF BOARD MEETING.

Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board no less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice.

9.4.8 NOTICE TO UNIT OWNERS OF BOARD MEETING.

(a) All meetings of the Board shall be open to attendance by any Unit Owner, except for that portion of any meeting held: (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee; or (iii) to discuss violation of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on the foregoing matters, however, shall be taken at a meeting or portion thereof open to any Unit Owner.

(b) Subject to reasonable rules and regulations prescribed by the Board, any Unit Owner may record the proceedings at a meeting required to be open by the Act, by tape, film or other means.

(c) Notice of meetings of the Board shall be mailed or delivered to each Unit Owner, at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice prior to the convening of such meeting. Copies of notices of meetings of the Board shall be posted in entranceway, elevators, or other conspicuous places in the Condominium Parcel at least forty-eight (48) hours prior to any meeting; except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notice of any meeting shall be posted.

(d) Notwithstanding Section 9.4.8(c) above, each Unit Owner shall be served with notice, in the same manner as provided in Section 9.3.3 hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed Annual Budget (as defined below) or any increase thereto, or the establishment of an assessment.

SUBARTICLE 9.5

OFFICERS

9.5.1 OFFICERS.

The officers of the Association shall be a president, a treasurer and secretary.

9.5.2 ELECTION AND TERM OF OFFICE.

The officers of the Association shall be elected annually by the Board from among the members of the Board at the Annual Meeting. If the election of officers shall not be held at such meeting, such election shall be held at a meeting of the Board as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected.

9.5.3 REMOVAL.

Any officer elected by the Board may be removed by a two-thirds (2/3) vote of the total membership of the Board at a meeting thereof.

9.5.4 VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term by a majority vote of the remaining members of the Board at a meeting thereof.

9.5.5 PRESIDENT.

The president shall be the principal executive officer of the Board and of the Association and shall in general supervise and control all of the business and affairs of the Association. The president shall preside at all meetings of the Voting Members and the Board. The president may sign, with the secretary or any other officer authorized by the Board, any deeds, mortgages, contracts or other instruments as provided in the Act which the Board have authorized to be executed and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board or office of president from time to time. The president shall also be the designated officer of the Association to execute amendments to this Declaration as provided for in the Act and this Declaration.

9.5.6 TREASURER.

The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; have charge and custody of and be responsible for the financial records and books of account of the Association; receive and give receipts for monies due and payable to the

Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board; and in general perform all the duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him by the president or the Board.

9.5.7 SECRETARY.

The secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board. The secretary shall also be the designated officer of the Association to mail and receive any notices directed to or from the Board.

SUBARTICLE 9.6

BOOKS AND RECORDS

9.6.1 BOOKS AND RECORDS.

The Board shall maintain the following records of the Association available for examination and copying, at convenient weekday hours, by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:

(a) Copies of the recorded Declaration and By-Laws and any amendments thereto, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board.

(b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association.

(c) The minutes of all meetings of the Association and the Board. The Association shall maintain these minutes for a period of not less than seven (7) years.

(d) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the Illinois General Not-For-Profit Corporation Act, approved July 19, 1986, as amended.

(e) Ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the Members for a period of at least one (1) year.

(f) Prior to the initial election of a Board by the Unit Owners, the Declarant shall maintain and make available the records set forth in this Section 9.6.1(b) for examination and copying.

(g) A reasonable fee may be charged by the Declarant, the Association, or the Board for cost of copying.

9.6.2 DELEGATION.

The Board may delegate the responsibility for maintaining the records described in Section 9.6.1 above, and for the examination and copying thereof, to a management agent engaged pursuant to Section 9.4.2(v).

9.6.3 UNIT OWNER ACCOUNT.

Upon ten (10) days written notice to the Declarant or the Board, and payment of a reasonable fee, any Unit 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 Unit Owner.

SUBARTICLE 9.7

ASSESSMENTS-MAINTENANCE FUND

9.7.1 PREPARATION OF ESTIMATED BUDGET.

(a) Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, supplies, and other items 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 adequate reserves including, without limitation, amounts to maintain the Capital Reserve (the "Annual Budget"), and shall on or before November 15, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof and containing each Unit Owner's respective assessment; provided, however, that such Annual Budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. The annual budget shall also take into account the net available cash income for the year derived from the operation or use of the Common Elements. Subject to the provisions of Section 5.1(b)(iii) hereof the Annual Budget expenses shall be assessed to the Unit Owners according to each Unit Owner's percentage of Ownership in the Common Elements as set forth in Exhibit "C" attached hereto and in accordance with the provisions of Section 4.4.

(b) If the Annual Budget requires assessment against the Unit Owners in any year exceeding one-hundred-fifteen percent (115%) of the assessment for the preceding year and upon written petition by Unit Owners having at least twenty percent (20%) of the total vote, filed with the Board within fourteen (14) days of the Board's adoption of the Annual Budget, the Board shall call a special meeting of the Unit Owners, to be convened within thirty (30) days of the date of filing the petition, to consider the Annual Budget. Unless a majority of the total votes of the Unit Owners of the Association are cast at the meeting to reject the budget, it is ratified. In determining whether or not assessments exceed one-hundred-fifteen percent (115%) of similar assessments in a prior year, any authorized provisions for reasonable reserves for repair or replacement of the Common Elements and anticipated expenses by the Association which are not

anticipated to be incurred on a regular or annual basis and extraordinary expenses pursuant to Section 9.7.2 shall be excluded from the computation.

(c) On or before January 1 of the ensuing year, and the first day of each and every month of said year, every Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this section. Any assessments not paid when due shall bear interest at an interest rate set by the Board which rate shall not exceed the highest legal contract rate of interest then permitted in Illinois. Interest shall be calculated from the date said assessments were due to the date of payment thereof.

(d) On or before April 1 of each calendar year following the initial meeting, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions were for Capital Reserve or payment of real estate taxes and 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. Such accounting shall be prepared by a certified public accountant. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting, subject, however, to the provisions of Section 9.7.2.

9.7.2 CAPITAL RESERVE – SUPPLEMENTAL BUDGET.

The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the maintenance, repair and replacement of the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains unallocated. If the Annual Budget proves inadequate for any reason or in the event a non-recurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

9.7.3 INITIAL BUDGET.

The Board appointed by the Declarant shall determine and adopt, prior to the conveyance of the first Unit hereunder, the Annual Budget for the initial period commencing with the first day of the month in which the sale of the first Unit is closed and ending on December 31 of the calendar year in which such sale occurs and shall continue to determine the Annual Budget for every succeeding calendar year until such time as the first Board elected by the Unit Owners hereunder takes office. Assessments shall be levied against the Owners during said periods as provided in Section 9.7.1.

9.7.4 REVISIONS TO BUDGET.

At any time that the Annual Budget or the calendar year is subsequently determined by the Board to be inadequate, the Board shall have the right to revise the Annual Budget, provided however, that such revised Annual Budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board.

9.7.5 FAILURE TO PREPARE ANNUAL BUDGET.

The failure or delay of the Board to prepare or serve the Annual Budget or adjusted Annual Budget on the Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any Annual Budget or adjusted Annual Budget, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new Annual Budget or adjusted Annual Budget shall have been mailed or delivered.

9.7.6 STATUS OF COLLECTED FUNDS.

The 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 or user charges) shall be deemed to be held for the benefit, use and account of all Unit Owners in the percentages set forth in Exhibit "C".

9.7.7 START-UP COSTS.

At the time the initial sale of every Unit is closed, the purchaser of the Unit shall pay to the Association an amount equal to three (3) times the first monthly assessment for such Unit. This sum shall be used and applied for start-up costs and as a working capital fund in connection with the initial operating expenses for the Common Elements. Start-up costs may include, but not be limited to, the purchase and installation of common area furniture, bicycle racks, decorations (paintings, plants, etc.), common area signage (including directional signage, etc.), common area window treatments and other equipment and as a supplement to the initial Annual Budget. This payment shall not be refundable or be applied as a credit against the Unit Owner's monthly assessments.

9.7.8 USER CHARGES.

The Board or the Declarant may establish, and such Unit Owner shall pay, user charges to defray the expenses of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expenses may include, without limitation, charges for such other services and facilities provided to Unit Owners which should not be reasonably allocated among all Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 9.7.9 and the Board and the Declarant may elect to treat all or any portion thereof as Common Expenses.

9.7.9 NON-USE AND ABANDONMENT.

No Unit 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.

9.7.10 FORBEARANCE OF ASSESSMENTS.

Neither the Board or the Association shall have the authority to forbear the payment of assessments by any Unit Owner.

SUBARTICLE 9.8

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be owned, occupied and used subject to the following covenants and restrictions:

9.8.1 GENERAL.

Every Unit or any two or more adjoining Units used together shall be used for housing and related common purposes for which the Condominium Parcel was designed and for no other purpose except for home occupations which are permitted in accordance with Section 9.8.3(i)(7) of this Declaration.

That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford ingress and egress to and from such adjoining Units; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements as determined by the Board, (ii) the Unit Owner shall furnish to the Board not less than ten (10) days prior to the date the Unit Owner desires to commence such work, plans detailing the work to be done, (iii) the expense of such alterations shall be paid in full by the Unit Owner making such alterations, and (iv) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alteration in the event such Units cease

to be used together. Alterations to Units and other portions of the Common Elements shall be governed by Article Five hereof.

9.8.2 OBSTRUCTION OF COMMON ELEMENTS AND UNIT MAINTENANCE.

There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements other than the Storage Spaces without prior written consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and the Limited Common Elements assigned to his Unit (except as otherwise set forth in this Declaration).

9.8.3 PROHIBITED USE.

(a) General.

Nothing shall be done or kept in any Unit, or in the Common Elements, which will increase the rate of insurance on any of the Buildings or contents thereof, without the prior written consent of the Board. No Unit 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 Buildings, or contents thereof, or which would be hazardous or in violation of any law. No waste shall be deposited in or on the Common Elements except in locations specifically designated for said purpose. No Unit Owner shall overload the electric wiring in the Buildings, 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.

(b) Unit Owner Insurance.

Each Unit Owner shall be responsible for maintaining insurance on his personal property in his own Unit, his personal property stored elsewhere on the Condominium Parcel and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.

(c) Exterior Attachments.

Unit Owners shall not cause or permit anything to be 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, balconies, or roof of the Buildings, or any part thereof, without the prior written consent of the Board. No floor coverings shall be installed or placed on balconies or roof decks. Without limiting the foregoing, the provisions of this paragraph shall not apply to the Association with respect to the installation of equipment necessary for cable television or other telecommunication systems within the Condominium Parcel.

(d) Signage.

Unless expressly permitted herein, no signage shall be permitted to be visible from any portion of the Common Elements except: signage approved by the Board; notices posted by the Board; and temporary or permanent signage installed by the Declarant.

In the event the signage does not comply with the foregoing, the Association shall deliver written notice of the violation to the offending Unit Owner and require the offending Unit Owner to remove the signage and return the Common Elements to their original state at the Unit Owner's sole expense. If the offending Unit Owner does not comply within ten (10) days the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, remove the signage and return the Common Elements to their original state and assess the offending Unit Owner for all costs associated with same.

(e) Window Treatments.

All interior drapes or curtains installed to cover the windows shall be white or have a white liner in order to maintain an attractive appearance on the exterior of the premises. No other window coverings shall be permissible to be visible from the outside of the Units without the written consent of the Board.

In order to maintain a consistent exterior appearance of the Buildings no change in the color or structure of any portion of the exterior of any Unit shall be made by any Unit Owner. If such change is made, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require an offending Unit Owner to return the color or structure of the exterior of the Unit to its original state at that Unit Owner's sole expense.

(f) Floor Coverings.

Each Unit Owner that resides above another Unit, who shall elect to install in any portion of his Unit hard surface floor covering shall be first required to install a sound absorbent under cushion of such kind and quality as to prevent the transmission of noise to the Unit below. The installation shall provide a minimum field impact class rating of 50 IIC. Said classification shall be in accordance with the ASTM designation E 492.77, "Determination of Impact Insulation Class." If such classification is not obtained, or if subsequent to installation the Board determines that the installation was done improperly, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any provisions hereof, require such Unit Owner to cover all nonconforming work with carpeting, or may require removal of such nonconforming work, at the expense of the offending Unit Owner. Each Unit Owner that resides in a Unit that is not located above another Unit shall not be required to comply with the provisions of this Paragraph.

(g) Pets.

No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that common household pets may be kept in the Units in any reasonable number and in accordance with the regulations of the Village of Grayslake, subject to rules and regulations adopted by the Board, and provided that they are not kept, bred, or maintained for any commercial purpose. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Parcel upon three (3) days written notice from the Board and the decision of the Board shall be final.

(h) Nuisances.

No noxious or offensive activity (including, without limitation, excessive noise) shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Unit Owners or Occupants.

(i) No Unsightly Uses; Restrictions.

(1) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Unit, the Common Elements or Limited Common Elements nor shall any boats, snowmobiles, recreational vehicles, or motor homes be stored or parked upon any portion of the Common Elements (including, without limitation, any private entrance road or the visitor parking areas).

(2) No vehicles shall be parked on any Common Elements (including, without limitation, grass and other landscape areas) except those Common Elements designed as parking spaces.

(3) Each Unit and the Common Elements shall be kept free the clear of all rubbish, debris and other unsightly materials and no rubbish shall be permitted thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

(4) The Board may authorize any vehicles parked in violation of any parking regulations issued in connection with the Common Elements to be towed away and any such towing charge shall become a lien upon the Unit of the Unit Owner of the vehicle in the same manner as provided hereof for non-payment of Assessments.

(5) No statues, structures or permanent installations of any kind or nature shall be installed on any Unit or Common Elements, except that any installations made or approved by Declarant or Board shall be permitted.

(6) No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Elements or the contents thereof, or which would be in violation of any law.

(7) Home occupations which are businesses or occupations of the type which comply with the standards which are set forth in the local zoning ordinance and which also comply with all other regulations of the local municipality shall be permitted in the Units. No other industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on or in any Unit. Notwithstanding the foregoing, the above restrictions shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence

therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of this section.

(8) There shall be no obstruction in the entrance driveway or parking ramp or other portions of the Common Elements nor shall ready access to the Parking Area, garage or entrance to a Unit be obstructed or impeded in any manner.

(9) Except as constructed or altered by or with the permission of the Declarant, nothing shall be altered in or removed from the Common Elements except upon the written consent of the Board. All landscaping shall be maintained as installed by the Declarant and no changes or alterations to the landscaping shall be permitted except upon the written consent of the Board.

(10) Nothing shall be stored on any balcony at any time, except patio furniture in approved colors, plants or portable gas grills. Approved colors shall include dark brown, dark green, dark gray and black or other colors approved by the Board. The use of such items shall be subject to the rules and regulations of the Condominium Board.

(11) No television antenna, radio receiver or transmitter or other similar device shall be attached to or installed on any portion of any Unit or the Common Elements except upon the written consent of the Board. Without limiting the foregoing, the provisions of this paragraph shall not apply to the Association with respect to the installation of equipment necessary for television, cable, satellite or other similar systems within the Condominium Parcel.

(12) No signs shall be placed in the windows and nothing shall be hung over the edge of any balcony, including but not limited to flags (other than the American Flag), banners or signs without the consent of the Board. Notwithstanding the foregoing, appropriate (as determined the Board) holiday decorations may be placed in windows and on balconies for periods not exceeding three (3) weeks.

(13) Planters shall contain appropriate plant materials that are well-maintained at all times. Dead material must be promptly removed. Plastic or artificial materials may be installed in the planters with the prior written approval of the Board.

(14) The Board shall have the right, at its sole discretion, for aesthetic or other reasons, to require removal of any items installed or placed by any Unit Owner or Occupant on any Common Element or Limited Common Element and the Board may issue such rules and regulations appropriate to implement the provisions of this paragraph.

(j) Leases.

Any lease of a Unit for less than twelve (12) months shall be deemed to be a lease for transient or hotel purposes. With the exception of a First Mortgagee in possession of a Unit pursuant to the terms of the First Mortgage, without prior approval of the Board, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. Except as prohibited in the preceding sentence, Unit Owners shall be permitted to lease their Units, but not less than the entire Unit, on such terms and conditions as the Unit Owners may deem advisable. All such leases shall be in

writing and a fully executed copy of every such lease shall be furnished to the Board prior to the Unit Owner delivering possession to the lessee under the lease. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and By-Laws and that any failure by the lessee to comply with the terms of this Declaration and By-Laws shall be a default under the lease which shall be enforceable by the Board or the Association.

(k) Garage Sales.

No "garage sales" shall be held on any part of the Premises except upon the written approval of the Board.

SUBARTICLE 9.9

REMEDIES

9.9.1 VIOLATIONS.

Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth in Section 9.9.2.

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to Sections 5.1(b) and (e); Section 5.2(b); Section 9.7.7; Section 12.2 or other provisions of this Declaration, for thirty (30) days after written notice of such non-payment shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to cure such failure if such Unit Owner has been given three (3) or more notices pursuant to this Section 9.9.1(a) during the twelve month (12) period immediately preceding such failure.

(b) Violation or breach by a Unit Owner or Occupant (their guests and visitors) of any provision, covenant or restriction of this Act, this Declaration, the By-Laws, any contractual obligation to the Board or Association undertaken by such Unit Owner, or any rule or regulation promulgated by the Board, and the continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to correct such violation or breach if such Unit Owner has been given three or more notices pursuant to this Section 9.9.1(b) during the twelve (12) month period immediately preceding such violation or breach.

9.9.2 REMEDIES.

Upon the occurrences of any one or more of the events described in Section 9.9.1 above, the Board shall have the following rights and remedies:

(a) The Board shall have the right to possession of the defaulting Owner's Unit after service by the Board on such Owner (in the manner set forth in Section 13.2 hereof), by maintaining an action for possession against such defaulting Unit Owner for the benefit of all the other Unit Owners in the manner prescribed by the Illinois Code of Civil Procedure.

(b) For a violation or breach described in Section 9.9.1(b) above, the Board shall have the right: (i) to enter that part of the Condominium Parcel (including the Unit) where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate, or remedy, by a proceeding at law or in equity, the continuance of any such violation or breach.

(c) Upon the occurrence of one of the events described in Section 9.9.1(a) above, including without limitation, failure by a Unit Owner to pay his percentage share of Common Expenses or user charges, the Board shall have a lien on the amount of any sums due from such Unit Owner; provided, however, that such lien shall be subordinate to the lien of a prior recorded First Mortgage on the interest of such Owner. Except as provided in Paragraph 1(a) of Article Ten relating to mortgages, the lien provided for in this Section 1(c) shall not be affected by any transfer of title to the Unit Ownership. However, the transferee of a Unit shall be liable for his share of any sums with respect to which a lien against his Unit has been extinguished pursuant to the preceding sentence, which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit as provided in this Section 9.9.2(c).

(d) The Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing terminating the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit and thereupon an action may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him and ordering that all the right, title and interest of said defaulting Unit Owner in the Condominium Parcel shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. 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 Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession.

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or Occupant of a Unit, as permitted by law, including, without limitation, an action: (i) to foreclose a lien against the Unit Ownership; (ii) for damages, injunctive relief, or specific performance; (iii) for judgment or for the payment of money and the collection thereof; (iv) for any combination of the remedies set forth in this Section 9.9.2; or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration, the By-Laws, any contractual obligation to the Board or Association undertaken by

such Unit Owner, or in the rules and regulations promulgated by the Board may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to exercise any such rights or remedies to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

(f) Upon the occurrence of one of the events described in the above Section 9.9.1(a), the Board may accelerate the maturity of the remainder of installments of Common Expenses due from such defaulting Unit Owner for the balance of the assessment year.

(g) All expenses incurred by the Board in connection with the exercise of its rights and remedies under this Section 9.9.2, including without limitation, court costs, reasonable attorneys' fees and all other fees and expenses, and all damages, together with interest thereon at the rate set forth by the Board pursuant to Section 9.7.1(c), shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and 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 Unit Owner and upon all of his personal property within the Unit or located elsewhere on the Condominium Parcel.

9.9.3 ENFORCEMENT BY UNIT OWNER.

Any aggrieved Unit Owner may enforce the provisions of this Declaration, the By-Laws, or any rules and regulations promulgated by the Board by an action at law or in equity.

SUBARTICLE 9.10

RESALE OF UNITS

In the event of the resale of any Unit by a Unit Owner other than the Declarant, and within thirty (30) days after the written request by such Unit Owner, the board shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, not to exceed the maximum amount prescribed by the Act, for providing such information.

ARTICLE 10

MISCELLANEOUS MORTGAGE PROVISIONS

The following provisions are intended for the benefit of every holder of a First Mortgage upon a Unit, and to the extent such provisions conflict with any other provisions of this Declaration, the following provisions shall control:

10.1 NOTICES.

(a) The Association shall furnish every First Mortgagee of a Unit with a notice of any default, not cured within thirty (30) days, by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration. Any First Mortgagee of a Unit who comes into possession of or obtains title to the Unit pursuant to the remedies provided in the

mortgage, or by foreclosure of the mortgage, or deed (or assignment) in lien of foreclosure, and any purchaser at a foreclosure sale, to the extent permitted by law, shall acquire such Unit free of any claims for unpaid assessments or charges in favor of the Association which accrue prior to the time such acquiring party comes into possession of or obtains title to the Unit (except for claims for a pro rata share of such assessments or charges resulting from a prorata reallocation of such assessments or charges to all Units, including the mortgaged Unit).

(b) The Association shall furnish every First Mortgagee of a Unit with notice of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds Twenty Thousand Dollars ($20,000); provided, however, that if damage shall occur to a Unit in excess of Five Thousand Dollars ($5,000.00), then notice of such damage shall also be given to the holder of the First Mortgage on such Unit.

10.2 REQUESTS.

Upon request in writing to the Board or the Association, every First Mortgagee of a Unit shall have the right:

(a) To examine the books and records of the Association during normal business hours.

(b) To receive any annual unaudited financial statements which are prepared by or for the Association.

(c) To receive notices of all meetings of this Association and to designate a representative to attend all such meetings.

(d) To receive notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws contained therein or Articles of Incorporation.

(e) To receive a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner.

10.3 INSURANCE PROCEEDS/CONDEMNATION AWARDS.

In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Parcel or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Condominium Parcel, any such distribution shall be made to the Owners and their respective mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right to apply any such proceeds to repair or replace damaged portions of the Condominium Parcel or to restore what remains of the Condominium Parcel after condemnation or taking by eminent domain of a part of the Condominium Parcel.

10.4 ACTIONS REQUIRING CONSENT OF MORTGAGEES.

(a) Abandonment/Termination.

Unless the First Mortgagees of two-thirds (2/3) of the individual Units which have become a part of the Condominium Parcel have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

(i) Seek, by act or omission, the abandonment or termination of the condominium regime except for abandonment or termination as provided for by the Act in the event of substantial loss to the Units and/or or the Common Elements.

(ii) Change the pro-rata interest or obligations of any Unit Owner for purposes of levying assessments or charges or allocating distributions or hazard insurance proceeds or condemnation awards and for determining the pro-rata share of ownership of each Owner in the Common Elements.

(iii) Change the pro-rata interest or obligations of any Unit Owner for the purpose of determining the pro-rata share of ownership of each Owner in the Common Elements.

(iv) Partition or subdivide any Unit.

(v) Seek, by act or omission, the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the condominium project shall not be deemed an encumbrance or transfer within the meaning of this clause.

(vi) Use hazard insurance proceeds for losses to any part of the Condominium Parcel (whether to Units or to Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by statute in case of substantial loss to the Units and/or the Common Elements.

(b) Exclusion of Declarant.

Notwithstanding the foregoing, such prior written approval by First Mortgagees shall not be required by the Declarant in connection with the matters contained in above Section 10.4(a).

10.5 EMINENT DOMAIN.

If any Unit, or any portion thereof, or if the Common Elements, or any portion thereof, is made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any First Mortgage on a Unit shall be entitled to timely notice of any such proceeding or proposed acquisition and no provision of this Declaration shall entitle any Owner of a Unit, or other party, to priority over such First Mortgage with respect to the distribution to such Unit of the proceeds of any award or settlement.

ARTICLE 11

CERTAIN RIGHTS AND DUTIES OF THE DECLARANT

11.1 RIGHTS OF THE DECLARANT

(a) Until the time established by this Declaration for the election of the initial Board by the Owners, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act and in this Declaration shall be held and performed by the Declarant. If the initial Board shall not be elected by the Owners at the time established by this Declaration, the Declarant shall continue in the aforesaid office for a period of thirty (30) days after written notice of its resignation is sent to all Unit Owners entitled to vote at such election. In exercising such rights, and the other rights reserved by the Declarant, pursuant to this Declaration, the Declarant (or its designees on the Board) shall not be under any disability which would otherwise be imposed by law by reason of the Declarant's interest in the subject matter of any transaction; provided, however, that any such transaction shall have been entered into in good faith. This Article Eleven cannot be amended, modified or deleted without the prior written consent of the Declarant (which consent may be withheld), so long as the Declarant owns a Unit.

(b) Notwithstanding anything to the contrary contained in this Declaration:

(i) The Declarant, its agents or employees may maintain on the Condominium Parcel until the closing of the last Unit, all models, sales offices, and advertising signs, banners, and lighting in connection therewith, at such locations and in such forms as Declarant, in its sole discretion, shall determine together with the right of ingress, egress, and transient parking therefor through the Common Elements in favor of Declarant, its agents, licensees, designees and its prospective purchasers and lessees. No other "for sale" signs shall be permitted while Declarant has Units for sale.

(ii) Structural changes and alterations may be made by the Declarant in Units owned by and Common Elements used by the Declarant, its agents or employees as model apartments and/or sales and marketing areas, as may be reasonably necessary in Declarant's opinion to adapt the same to such uses. Such changes may include the elimination or alteration of perimeter walls for the purpose of combining adjoining Units or improving access thereto or visibility thereof.

(iii) The Declarant, its agents or employees further reserve the right at all times to use unsold Units and Common Elements for storage, office, sales, models, transient parking and related purposes until all Units listed on Exhibit "C" attached hereto have been closed.

(iv) Declarant retains the right to rent any unsold Units, including entire Buildings.

(v) Declarant may change or modify the Common Elements at any time as Declarant may require to complete the development or modify or repair existing improvements upon the Condominium Parcel, without the prior approval of the Board or the Association.

(vi) Declarant reserves the right to sell and assign any unassigned Parking Spaces to Unit Owners who may wish to purchase additional Parking Spaces or to third parties who may wish to purchase a Parking Space. In the event a purchaser of such Parking Space is not an Owner of a Unit, Declarant reserves the right to record an easement which will allow a transfer of said Parking Space to such person or entity together with reciprocal rights of ingress and egress over and upon that portion of the premises as is necessary to provide ingress and egress to the Parking Space consistent with the provisions part of this Declaration.

11.2 DUTIES OF THE DECLARANT.

Within thirty (30) days following the election of a majority of members of the Board, other than those members designated by the Declarant, the Declarant shall deliver all of the documents required in Section 18.2(d) of the Act, including, but not limited to the following, to the Board:

(a) All original documents as recorded or filed, pertaining to the Condominium Parcel, its administration and the Association, such as this Declaration; the Articles of Incorporation for the Association; other condominium instruments; a minute book containing the minutes of any meeting held by the Association; any rules and regulations governing the Condominium Parcel; annual reports; and any contracts, leases or other agreements entered into by the Association. If any original document is unavailable, a copy thereof may be provided if certified by affidavit of the Declarant or any officer or agent of the Declarant, as being a complete copy of the document as recorded or filed.

(b) A detailed accounting by the Declarant setting forth the source and nature of receipts and disbursements in connection with the management, maintenance and operation of the property.

(c) Copies of all insurance policies and a list of any outstanding loans or advances to the Association.

(d) Any Association funds, which shall have been at all times segregated from any other funds of the Declarant.

(e) A schedule of all real and personal property, equipment, and fixtures owned by the Association, including documents transferring title to the property; warranties, if any, for all real and personal property and equipment; deeds and title insurance policies; and all tax bills.

(f) A list of all litigation, administrative action and arbitration involving the Association; any notices of governmental bodies involving action taken or which may be taken by the Association; engineering and architectural drawings and specifications as approved by any governmental authority; all other documents filed with any other governmental authority; all governmental certificates; correspondence involving enforcement of any Association requirements; and copies of any documents relating to disputes involving Unit Owners. Originals of all Documents relating to everything in this Section 11.2(f) shall be delivered to the Board.

11.3 ASSIGNMENTS BY DECLARANT.

All rights which are specified in the Declaration or Bylaws to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Upon any exercise of rights by the holder of said mortgage, pledge, assignment or transfer by reason of a default thereunder, any one or more of such holders, its nominee or designee, any party appointed pursuant to such mortgage, pledge, assignment or transfer and any successor assign by foreclosure or by deed in lieu of foreclosure, or otherwise, shall from time to time hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No party exercising rights as Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

ARTICLE 12

TRANSFER OF A UNIT

12.1 UNRESTRICTED TRANSFERS.

A Unit Owner may, without restriction under the Declaration, sell, give, devise, or otherwise transfer his entire Unit. Notice of any such unrestricted transfer shall be given to the Board, in the manner provided in this Declaration for the giving of notices, within five (5) days following consummation of such transfer. Leases of a Unit are subject to the provisions of Section 9.8.3(j) of this Declaration.

12.2 LIBERTY PRAIRIE FOUNDATION ASSESSMENT.

An assessment shall be levied at the date upon which any Unit Owner including the Declarant sells a Unit (or transfers the beneficial interest, if title to the Unit is held in a land trust) to be paid by selling Unit Owner, the amount of which assessment shall be equal to $5.00 for each $1,000 of the full actual consideration paid by the buyer, including the amount of any lien or liens assumed by the Buyer, which assessment shall be payable to the Liberty Prairie Foundation or its successors or assigns. The Association shall have the right to collect the assessment and further the right to exercise the remedy set forth in Section 9.9.2(c) upon failure of a Unit Owner to pay the assessment.

12.3 MISCELLANEOUS.

(a) A transfer or lease of a Unit, or interest therein, by or to the Board shall not be subject to the provision of this Article Twelve. This Section 12.3(a) cannot be amended or deleted without the prior written consent of Declarant, so long as Declarant owns any Units.

(b) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article Twelve, for the purpose of implementing and effectuating said provisions.

ARTICLE 13

GENERAL PROVISIONS

13.1 LIENS.

If, as a result of work expressly authorized by the Board, a mechanic's lien claim is placed against the Premises or any portion thereof, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his Unit's proportionate share of any due and payable indebtedness.

13.2 NOTICE TO BOARD, ASSOCIATION, AND UNIT OWNERS.

All notices provided for in this Declaration and in the Act shall be in writing. Notices to a Unit Owner may be delivered to such Unit Owner personally or by mail addressed to such Unit Owner's Unit. Notices to the Board or the Association may be personally delivered to all members of the Board or officers of the Association or mailed to such members or officers at such members' or officers' Units. 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 Unit Owners. Any Unit Owner may also designate a different address for notices to such Unit Owner by giving written notice of such Unit Owner's change of address to the Board or Association. Notices that are personally served shall be deemed delivered upon receipt thereof. Notices addressed and mailed to the Board or Association as above shall be deemed delivered five (5) days after such notice is deposited with the U.S. mail. Notices to a Unit Owner shall be deemed delivered when such notice is deposited in the U.S. mail or in such Unit Owner's mailbox in the Building in which the Unit is located.

13.3 NOTICE TO DECEDENT.

Notice required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

13.4 BINDING EFFECT.

Each grantee of the Declarant and each subsequent grantee by acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, and each tenant under a lease for a Unit accepts the same subject to all restrictions, conditions, covenants, reservations, liens, charges and assessments, 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 each Person having at any time any interest or estate in the Condominium Parcel or Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

13.5 WAIVER.

No covenants, restriction, conditions, obligation, 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.

13.6 AMENDMENT, CHANGE, MODIFICATION, OR RESCISSION.

No provision of this Declaration affecting or creating any of the rights, options, privileges or duties of the Declarant (including, without limitation) may be amended, charged, modified or rescinded in any way without the prior written consent of the Declarant. The provisions of this Section 13.6 may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged and approved by the Board, the Declarant (if it has an interest in any Unit) and all of the Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Except for amendments made pursuant to the provisions of the following Section 13.7 and Article 16 (which amendments shall only require the signature of the Declarant) and except for amendments to this Section 13.6 and except as elsewhere provided in this Declaration, and except as provided in the Act on the date hereof, the provisions of this Declaration may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed and acknowledged by the Board and approved by the Unit Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and approved by any mortgagees required under this Declaration and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Recorder of Deeds of Lake County, Illinois.

13.7 SPECIAL AMENDMENT.

Notwithstanding any other provision of this Declaration, the Declarant reserves and shall have the right at any time and from time to time to record a Special Amendment to this Declaration to: (i) conform this Declaration with the requirements of the Act or applicable ordinances of the Village of Grayslake, or (ii) comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; or (iii) induce any of such agencies or entities, described in preceding Sub-Paragraph or any other institutional lender, to make, purchase, sell, insure or guarantee First Mortgages covering Unit Ownerships; or (iv) correct clerical or typographical errors in this Declaration; or (v) complete the data on the Plat after improvements constructed at any time on the Condominium are completed by the Declarant; (vi) correct assignment of Parking Spaces and Storage Spaces after the initial sale of the Units; or (vii) file an amendment or amendments to the Plat after additional Units are completed on the

Premises as provided in Article 16 below or by Section 5, Sub-Section 5 of the Act; or (vii) insert any omitted language or data required by the Declarant or the Act. In furtherance of the foregoing, each Unit Owner and each holder of a mortgage, trust deed, or lien affecting any Unit and each person having any other interest in the Condominium hereby grants to the Declarant an irrevocable power of attorney coupled with an interest on behalf of each Unit Owner and each such holder or person, to vote in favor of, consent, make sign and record on behalf of each Unit Owner and each such holder and Person any amendment described in this Section 13.7. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit or the Condominium and the acceptance of any such instrument shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the aforedescribed power of attorney to the Declarant, to make, sign and record on behalf of each of the Unit Owners, holders and Persons described in this Section 13.7 any amendment described in this Section 13.7. The power of attorney described in this paragraph shall terminate on December 31, 2010.

13.8 INVALIDITY.

The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

13.9 PERPETUITIES AND RESTRAINTS.

If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rules restricting restraints on alienation; or (iii) 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 last to die of the now living lawful decedents of the president of the United States George Bush.

13.10 CONSTRUCTION.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development.

13.11 HEADINGS AND GENDER.

The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles and Paragraphs to which they apply. The word "his" whenever used in this Declaration shall include the masculine, feminine and neuter pronouns.

13.12 OWNERSHIP BY LAND TRUSTEE.

If 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 Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership 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 claim shall be made against any such title holding trustee personally for payment of any lien or obligation created under this Declaration and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Owner and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Owner.

13.13 UTILITIES.

Each Unit Owner shall promptly pay when due the cost for all telephone, electricity and any and all other utilities, which are separately metered or billed to such Unit Owner or for the Unit owned by such Unit Owner, by the utility company furnishing such utility. Utilities for the Condominium which are not separately metered or billed shall be part of the Common Expenses and shall be paid by the Board.

ARTICLE 14

MISCELLANEOUS

14.1 SEVERABILITY.

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

14.2 NOTICES.

Any notice sent to any Unit Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of such Unit Owner as it appears on the records of the Association at the time of such mailing, or upon delivery by special courier or overnight delivery service to the Unit Owner's Unit.

14.3 CAPTIONS/CONFLICTS.

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

14.4 TITLE HOLDING LAND TRUST.

In the event title to any portion of the Premises is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of such portion remains vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this

Declaration against such portion of the Premises. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon any such portion of the Premises and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such portion of the Premises.

14.5 ASSIGNMENT BY THE DECLARANT.

All rights which are specified in this Declaration to be rights of the Declarant are assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (including, whether by foreclosure or deed-in-lieu of foreclosure) shall hold or be entitled to exercise the rights of the Declarant hereunder as fully as if named as such party herein. No party exercising rights as Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

ARTICLE 15

LITIGATION

No litigation or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the consent of the Unit Owners who own more than seventy-five percent (75%) in aggregate of the entire undivided Unit Ownership interest in the Common Elements.

ARTICLE 16

ANNEXING ADDITIONAL PROPERTY

16.1 ADDITIONAL PARCEL.

The Declarant and its successors and assigns, hereby reserve the right and option, at any time and from time to time, within ten (10) years from the date of the recording of this Declaration in the office of the Recorder of Deeds of Lake County, Illinois, to add-on and annex to the Condominium Parcel, all or any portion of the Future Development Parcel, and in connection therewith to reallocate the percentage of Unit Ownership in the Common Elements as hereinafter described, by recording an Annexation Amendment. Upon the recording of every such Annexation Amendment the portions of the Future Development Parcel to be annexed shall be deemed submitted to the Act and governed in all respects by the provisions of this Declaration and shall thereupon become part of the Condominium Parcel. No portion or portions of the Future Development Parcel shall be subject to any of the provisions of this Declaration unless and until an Annexation Amendment is recorded annexing such portion or portions to the Condominium Parcel as aforesaid. The Unit Owners shall have no rights whatsoever in or to any portion of the Future Development Parcel, unless and until an Annexation Amendment is recorded annexing such portion to the Condominium Parcel as aforesaid. Upon the expiration of said ten (10) year period, no portion of the Future Development Parcel which has not theretofor been made part of or annexed to the Condominium Parcel shall thereafter be annexed to the

Condominium Parcel. Portions of the Future Development Parcel may be added to the Condominium Parcel at different times within such ten (10) year period. Except as may be required by applicable laws and ordinances, there shall be no limitations (i) on the order in which portions of the Future Development Parcel may be added to the Condominium Parcel, (ii) fixing the boundaries of these portions, or (iii) on the location of improvements which may be made on the Future Development Parcel. The maximum number of Units which shall be created on the Future Development Parcel is sixteen (16). Structures, improvements, buildings and units to be constructed on portions of the Future Development Parcel which are added to the Condominium Parcel shall be compatible with the configuration of the Condominium Parcel in relation to density, use, construction and architectural style.

16.2 AMENDMENTS TO CONDOMINIUM DECLARATION.

Every Annexation Amendment shall include:

(a) The legal description of the portion or portions of the Future Development Parcel to be annexed to the Condominium Parcel;

(b) An amendment to the Plat which shall show the boundaries of the portion or portions of the Future Development Parcel annexed to the Condominium Parcel, and delineating and describing the Units constructed or to be constructed on the portions of the annexed Future Development Parcel; and

(c) An amendment to Exhibit C attached hereto which shall set forth the amended percentages of ownership interest in the Common Elements, including the Common Elements attributable to those portions of the Future Development Parcel annexed to the Condominium Parcel, allocable to every Unit, including all existing Units and additional Units, if any, added by such Annexation Amendment.

16.3 DETERMINATION OF AMENDMENTS TO PERCENTAGES OF OWNERSHIP INTEREST IN COMMON ELEMENTS.

The percentages of ownership interest in the Common Elements allocable to every Unit, as amended by each Annexation Amendment, shall be determined as follows:

(a) The Common Elements, as amended by such Annexation Amendment, shall be deemed to consist of the Common Elements as existing immediately prior to the recording of such Annexation Amendment (the "Existing Common Elements") and the Common Elements added by such Annexation Amendment (the "Added Common Elements");

(b) The Units, as amended by such Annexation Amendment, shall be deemed to consist of the Units as existing immediately prior to the recording of such Annexation Amendment (the "Existing Units") and the Units added by such Annexation Amendment (the "Added Units");

(c) The value of the Added Units (which value shall be determined by Declarant) shall be added to the value of the Existing Units (which value shall be determined by Declarant) and the total of all of such values shall be deemed to be the new value of the Units as a

whole. Values shall be determined by Declarant as of the date of recording of every Annexation Amendment and such values determined by Declarant shall be unconditionally binding and conclusive for all purposes notwithstanding the sale price of any Unit or Units;

(d) The percentage of ownership interest in the entire Common Elements (both the Existing Common Elements and the Added Common Elements) to be allocated among all of the Units (both the Existing Units and the Added Units) shall be computed by dividing the value of every Unit, as determined by Declarant as described in the preceding subparagraph (c), by the value of the Units as a whole, as determined by Declarant as described in the preceding subparagraph (c);

(e) The Existing Units shall be entitled to their respective percentages of ownership interest in the Common Elements, as set forth in such Annexation Amendments, in the Added Common Elements and in the Existing Common Elements;

(f) The Added Units shall be entitled to their respective percentages of ownership interest in the Common Elements, as set forth in such Annexation Amendment, in the Added Common Elements and in the Existing Common Elements;

(g) All of the provisions of this Declaration, as amended by every successive Annexation Amendment, shall be deemed to apply to all of the Units (both the Added Units and the Existing Units) and to all of the Common Elements (both the Added Common Elements and the Existing Common Elements); and

(h) The recording of an Annexation Amendment shall not alter or affect the amount of any lien for Common Expenses due from the owner of any Existing Unit prior to such recording, nor the respective amounts theretofor assessed to or due from owner or owners of Existing Units for Common Expenses or other assessments.

16.4 DETERMINATION OF VOTING RIGHTS PURSUANT TO PERCENTAGES OF OWNERSHIP INTEREST IN COMMON ELEMENTS

After the recording of such Annexation Amendment, all Voting Members shall be entitled to one vote (for such position or question voted on) equal to the total percentage of Ownership in the Common Elements applicable to such Unit Owner's Unit Ownership as set forth in the amendment to Exhibit C contemplated in Section 12.02 (c) of this Declaration. All voting rights and procedures shall otherwise remain as set forth in Section 9.2.2.

16.5 EXISTING MORTGAGES.

Upon recording of every Annexation Amendment, the lien of every mortgage encumbering an Existing Unit, together with its appurtenant percentage of ownership interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended to encumber such Unit and the respective percentage of ownership interest in the Common Elements for such Existing Unit as set forth in such Annexation Amendment, and lien of such mortgage shall automatically attach to such percentage interest in the Added Common Elements.

16.6 BINDING EFFECT.

Every Unit Owner and every mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such Unit Owner, by such person's or entity's acceptance of any deed or mortgage or other interest in or with respect to any Unit Ownership, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Article XVI, (ii) the recording of every Annexation Amendment which may amend and adjust such person's or entity's respective percentage of ownership interest in the Common Elements including the Existing Common Elements and the Added Common Elements from time to time as provided in this Article XVI; and (iii) all of the provisions of every Annexation Amendment which may hereafter be recorded in accordance with the provisions of this Article XVI. A power coupled with an interest is hereby granted to the Declarant as attorney-in-fact to amend and adjust the percentages of undivided ownership interest in the Common Elements from time to time in accordance with every such Annexation Amendment recorded pursuant hereto. The acceptance by any persons or entities of any deed, mortgage or other instrument with respect to any Unit Ownership, in addition to the foregoing, shall be deemed to constitute a consent and agreement to and acceptance and confirmation by such persons or entities of such power to such attorney-in-fact and of each of the following provisions as though fully set forth in such deed, mortgage or other instrument:

(a) The percentage of ownership interest in the Common Elements appurtenant to such Unit shall automatically be deemed reconveyed effective upon the recording of every Annexation Amendment and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in every such Annexation Amendment;

(b) Such deed, mortgage or other instrument shall be deemed given upon a conditional limitation to the effect that the percentage of ownership interest in the Common Elements appurtenant to such Unit shall be deemed divested pro tanto upon the recording of every such Annexation Amendment and revested and reallocated among the respective Unit Owners in accordance with the amended and adjusted percentages set forth in every such Annexation Amendment;

(c) To the extent required for the purposes of so amending and adjusting such percentages of ownership interest in the Common Elements as aforesaid, a right of revocation shall be deemed reserved by the Grantor of such deed, mortgage or other instrument with respect to such percentage of ownership interest in the Common Elements granted therein;

(d) Such adjustments in the percentages of ownership interest in the Common Elements, as set forth in every such Annexation Amendment, shall be deemed to be made by agreement of all Unit Owners and other persons having any interest in the Condominium Parcel, and shall also be deemed to be an agreement of all Unit Owners and such other persons to such changes within the contemplation of the Act; and

(e) Every Unit Owner, by acceptance of the deed conveying his Unit Ownership, agrees for himself or herself and all those claiming under him or her, including mortgagees, that this

Declaration, and every Annexation Amendment, is and shall be deemed to be in accordance with the Act.

IN WITNESS WHEREOF, Prairie Holdings Corporation, an Illinois Corporation as Declarant has Executed this Document this 26 day of January, 2006.

PRAIRIE HOLDINGS CORPORATION,
an Illinois Corporation

By: Victoria Post Ranney
Victoria Post Ranney, President

Prepared by Lisa O'Keefe of
Mayer, Brown Rose & Maw

Mail to Karen Salmon at
Prairie Holdings Corporation
32400 N. Harris Road
Grayslake, IL 60030

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Susan DeGroot, a Notary Public in and for said County and State, do hereby certify that Victoria Post Ranney, as President of Prairie Holdings Corporation, an Illinois corporation, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of January, 2006.

OFFICIAL SEAL
SUSAN M DEGROOT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/13/08

Susan M DeGroot
Notary Public

EXHIBIT "A"

TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR THE
PRAIRIE CROSSING STATION SQUARE CONDOMINIUM

LEGAL DESCRIPTION OF THE PREMISES

Outlot B and Lots 1, 2 and 3 in Station Square Phase 5; being a subdivision in part of the north half of Section 1, Township 44 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 17, 2006, as Document 5938180 in Lake County, Illinois.

EXHIBIT "B"

TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR THE
PRAIRIE CROSSING STATION SQUARE CONDOMINIUM

LEGAL DESCRIPTION AND
PLATS OF SURVEY OF THE CONDOMINIUM PARCEL
SUBMITTED TO THE ACT

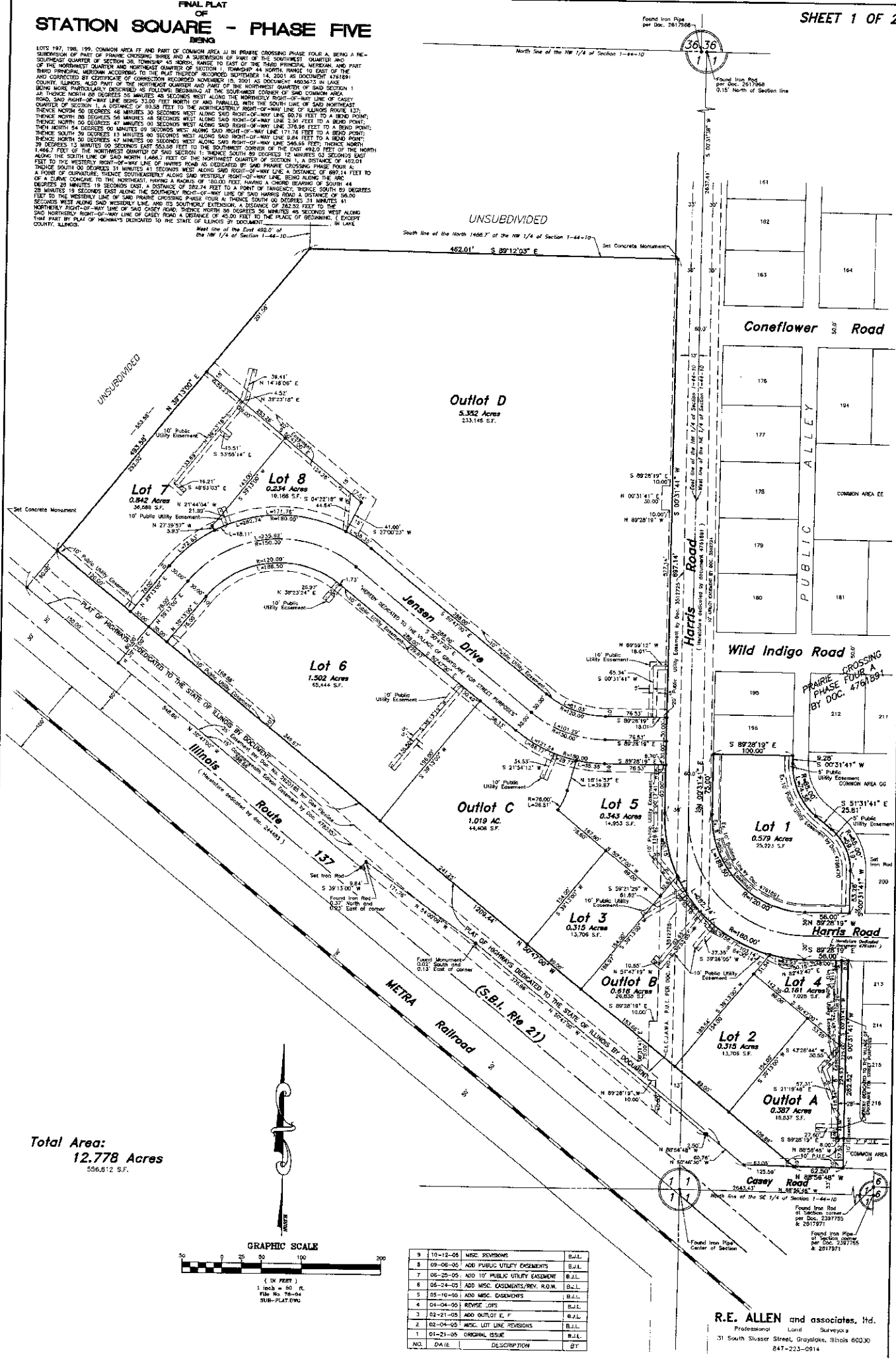
Lot 1 in Station Square Phase 5; being a subdivision in part of the north half of Section 1, Township 44 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 27, 2006, as Document 5938180 in Lake County, Illinois.

FINAL PLAT
OF

STATION SQUARE - PHASE FIVE

BEING

LOTS 197, 198, 199, COMMON AREA FF AND PART OF COMMON AREA JJ IN PRAIRIE CROSSING PHASE FOUR A, BEING A RE-SUBDIVISION OF PART OF FRANKE CROSSING THREE AND A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 14, 2001 AS DOCUMENT 4761891 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED NOVEMBER 15, 2001 AS DOCUMENT 4803673 IN LAKE COUNTY, ILLINOIS. ALSO PART OF THE NORTHEAST QUARTER AND PART OF THE NORTHWEST QUARTER OF SAID SECTION 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID COMMON AREA JJ; THENCE NORTH 88 DEGREES 56 MINUTES 48 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CASEY ROAD, SAID RIGHT-OF-WAY LINE BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 1, A DISTANCE OF 80.58 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 137; THENCE NORTH 50 DEGREES 48 MINUTES 30 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 80.76 FEET TO A BEND POINT; THENCE NORTH 88 DEGREES 56 MINUTES 48 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 2.50 FEET TO A BEND POINT; THENCE NORTH 00 DEGREES 47 MINUTES 00 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 376.36 FEET TO A BEND POINT; THENCE NORTH 54 DEGREES 00 MINUTES 09 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 171.76 FEET TO A BEND POINT; THENCE SOUTH 39 DEGREES 13 MINUTES 00 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 9.84 FEET TO A BEND POINT; THENCE NORTH 50 DEGREES 47 MINUTES 00 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 546.65 FEET; THENCE NORTH 39 DEGREES 13 MINUTES 00 SECONDS EAST 553.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 462.0 FEET OF THE NORTH 1,466.7 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 89 DEGREES 12 MINUTES 03 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH 1,466.7 FEET OF THE NORTHWEST QUARTER OF SECTION 1, A DISTANCE OF 462.01 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HARRIS ROAD AS DEDICATED BY SAID PRAIRIE CROSSING PHASE FOUR A; THENCE SOUTH 00 DEGREES 31 MINUTES 41 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 887.14 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, BEING ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 180.00 FEET, HAVING A CHORD BEARING OF SOUTH 44 DEGREES 28 MINUTES 19 SECONDS EAST, A DISTANCE OF 282.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 28 MINUTES 19 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID HARRIS ROAD A DISTANCE OF 56.00 FEET TO THE WESTERLY LINE OF SAID PRAIRIE CROSSING PHASE FOUR A; THENCE SOUTH 00 DEGREES 31 MINUTES 41 SECONDS WEST ALONG SAID WESTERLY LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 262.52 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CASEY ROAD; THENCE NORTH 88 DEGREES 56 MINUTES 48 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CASEY ROAD A DISTANCE OF 45.00 FEET TO THE PLACE OF BEGINNING. (EXCEPT THAT PART BY PLAT OF HIGHWAYS DEDICATED TO THE STATE OF ILLINOIS BY DOCUMENT _____ IN LAKE COUNTY, ILLINOIS.



NO.	DATE	DESCRIPTION	BY
9	10-12-05	MISC. REVISIONS	B.J.L.
8	09-06-05	ADD PUBLIC UTILITY EASEMENTS	B.J.L.
7	06-25-05	ADD 10' PUBLIC UTILITY EASEMENT	B.J.L.
6	06-24-05	ADD MISC. EASEMENTS/REV. R.O.W.	B.J.L.
5	05-10-05	ADD MISC. EASEMENTS	B.J.L.
4	04-04-05	REVISE LOTS	B.J.L.
3	02-21-05	ADD OUTLOT E, F	B.J.L.
2	02-04-05	MISC. LOT LINE REVISIONS	B.J.L.
1	01-21-05	ORIGINAL ISSUE	B.J.L.

R.E. ALLEN and associates, ltd.
Professional Land Surveyors
31 South Slusser Street, Grayslake, Illinois 60030
847-223-0914

FINAL PLAT
OF

STATION SQUARE - PHASE FIVE

OWNERS CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNERS OF THE LAND DESCRIBED IN THE ANNEXED PLAT HEREIN, THAT NO OTHER PERSON HAS ANY RIGHT, TITLE OR INTEREST IN SAID LAND AND THAT THEY CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE THEREON INDICATED.

DATED THIS_____DAY OF_____A.D. 20 05

OWNER_____ OWNER_____

ADDRESS:_____

NOTARY CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT_____AND_____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS_____DAY OF_____ A.D. 20 05 .

NOTARY PUBLIC:_____

COUNTY CLERKS CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, COUNTY CLERK, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE LAND DESCRIBED AND SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SAME.

GIVEN UNDER MY HAND AND SEAL OF LAKE COUNTY, AT WAUKEGAN, ILLINOIS, ON THIS_____DAY OF_____A.D. 20 05 .

COUNTY CLERK:_____

SCHOOL DISTRICT CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

THIS IS TO CERTIFY THAT_____, AS OWNER OF THE PROPERTY DESCRIBED AS STATION SQUARE - PHASE FIVE AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF MY KNOWLEDGE THE SCHOOL DISTRICT ON WHICH EACH OF THE FOLLOWING LOT LIES.

SIGNATURE OF OWNER_____

	SCHOOL DISTRICTS	
LOT NUMBER(S)	ELEMENTARY	HIGH SCHOOL
ALL	46	127

NOTARY CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.
I,_____, NOTARY PUBLIC, DO HEREBY CERTIFY THAT STATION SQUARE - PHASE 5 OWNER OF THE PROPERTY COMMONLY KNOWN AS _____, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS THEIR FREE AND VOLUNTARY ACT. GIVEN UNDER MY HAND AND SEAL THIS_____DAY OF_____, A.D. 20 05 .

NOTARY PUBLC_____

DRAINAGE CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

THE UNDERSIGNED HEREBY CERTIFY THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT SUCH SURFACE WATER DRAINAGE WILL NOT BE CHANGED WITHOUT ADEQUATE PROVISION BEING MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.
THE UNDERSIGNED OWNER OR DULY AUTHORIZED AGENT FURTHER ACKNOWLEDGES THE EXISTENCE OF THE ORDINANCES OF THE VILLAGE OF GRAYSLAKE AND RESTRICTS THE FUTURE USE OF THE LAND HEREIN SUBDIVIDED IN THAT NO BUILDING PERMITS SHALL BE ISSUED BY THE UNDERSIGNED OWNER OR AGENT OF THEIR SUCCESSORS SUCCESSORS IN INTEREST AND NONE SHALL BE ISSUED BY THE VILLAGE FOR CONSTRUCTION ON SUCH LAND UNTIL AND UNLESS THE CONSTRUCTION AND DRAINAGE REQUIREMENTS CAUSED THEREBY COMPLY WITH THE ORDINANCES OF THE VILLAGE RELATING TO SURFACE WATERS, DRAINAGE, WATER RETENTION AND DETENTION, INCLUDING THOSE ORDINANCES ASSURING THE CONSTRUCTION OF SUCH IMPROVEMENTS THROUGH THE POSTING OF SECURITY, AS DETERMINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GRAYSLAKE.

DATED THIS_____DAY OF_____, A.D. 20 05 .

REGISTERED PROFESSIONAL ENGINEER

OWNER OR ATTORNEY

PERMISSION TO RECORD CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I, BRYAN J. LEE , A ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3616, DO HEREBY GRANT PERMISSION TO_____, TO RECORD THIS PLAT AND PROVIDE THIS SURVEYOR A RECORDED COPY OF THE SAME.
DATED AS GRAYSLAKE, ILLINOIS, THIS 12TH DAY OF OCTOBER A.D. 20 05

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3616

IN ACCORDANCE WITH PUBLIC ACT 86-1238, THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY:

NAME:_____

ADDRESS:_____

CITY, STATE:_____

SURVEYORS CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I, BRYAN J. LEE , A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND STAKED THE PREMISES DESCRIBED IN THE ABOVE CAPTION AND THAT I HAVE MONUMENTED THE CORNERS OF THE SEVERAL LOTS SHOWN HEREON AND ALL POINTS OF CURVATURE AND POINTS OF TANGENCY WITH IRON RODS. I DO FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE SURVEY AND STAKING, DRAWN TO A SCALE OF ONE INCH PER 60 FEET. FEET, AND THAT ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I FURTHER CERTIFY THAT THE PARCELS INCLUDED IN THIS RECORD OF DEED IS LOCATED IN THE SPECIAL FLOOD HAZARD AREA IDENTIFIED FOR THE VILLAGE OF GRAYSLAKE, LAKE COUNTY, ILLINOIS BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON THE FLOOD INSURANCE RATE MAP, PANEL NO. 17097C0134F AND DATED SEPTEMBER 7, 2000.

FURTHER CERTIFY THAT ALL OF THE ABOVE DESCRIBED PARCELS ARE WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF GRAYSLAKE.

DATED AS GRAYSLAKE, ILLINOIS, THIS 12TH DAY OF OCTOBER A.D. 20 05 .

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 3616
MY LICENSE EXPIRES 11-30-06

SPECIAL ASSESSMENT CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, A VILLAGE TREASURER OF THE VILLAGE OF GRAYSLAKE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OF ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED THIS_____DAY OF_____A.D. 20 05 .

VILLAGE TREASURER

BOARD OF TRUSTEES CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

APPROVED AND ACCEPTED BY THE VILLAGE OF GRAYSLAKE, LAKE COUNTY, ILLINOIS, THIS _____DAY OF_____A.D. 20 05 .

VILLAGE OF GRAYSLAKE

BY:_____ ATTEST:_____
MAYOR CITY CLERK

PLAN COMMISSION CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GRAYSLAKE, ILLINOIS, THIS _____DAY OF_____A.D. 20 05 .

CHAIRMAN, PLAN COMMISSION

VILLAGE ENGINEER CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____VILLAGE ENGINEER OF THE VILLAGE OF GRAYSLAKE, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT GRAYSLAKE, LAKE COUNTY, ILLINOIS, THIS_____DAY OF_____ A.D. 20 05 .

VILLAGE ENGINEER_____

VILLAGE CLERK CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I,_____, VILLAGE CLERK OF THE VILLAGE OF GRAYSLAKE, ILLINOIS, *HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF SAID VILLAGE AT ITS MEETING HELD ON_____, 20 05 AND THAT THE REQUIRED BOND OF OTHER SECURITY HAS BEEN POSTED FOR THE COMPLETION OF THE WITNESS WHEREOF I HAVE HERETO SET MY HAND AND SEAL OF THE VILLAGE OF GRAYSLAKE, ILLINOIS, THIS_____DAY OF_____ A.D. 20 05 .

VILLAGE CLERK OF GRAYSLAKE

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE NORTHERN ILLINOIS GAS COMPANY

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, CONSTRUCT, OPERATE, MAINTAIN, INSPECT, REPAIR, RENEW, REPLACE AND REMOVE UNDERGROUND PIPELINES, GAS MAINS AND SERVICE PIPES TOGETHER WITH THE NECESSARY VALVES, VALVE BOXES, REGULATORS AND OTHER ATTACHMENTS, CONNECTIONS AND FIXTURES FOR TRANSMITTING AND DISTRIBUTING GAS TO PROPERTIES WITHIN AND WITHOUT THE SUBDIVISION UPON, UNDER, ACROSS AND WITHIN ALL ROADS, STREETS, ALLEYS, COMMON AREAS OF ANY) WITHIN THE SUBDIVISION, PROVIDED HOWEVER THAT SUCH FACILITIES, EQUIPMENT AND APPURTENANCES, WHEN INSTALLED, WILL NOT INTERFERE WITH THE MOVEMENT OF TRAFFIC UPON SUCH ROADS, STREETS, ALLEYS OR COMMON AREAS.

UTILITY EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF GRAYSLAKE, LAKE COUNTY, ILLINOIS, AND TO THOSE UTILITY AND OTHER COMPANIES AND SERVICES OPERATING NOW, OR IN THE FUTURE, UNDER FRANCHISE FROM THE VILLAGE OF GRAYSLAKE, INCLUDING, BUT NOT LIMITED TO, AMERITECH CORPORATION, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, AND TO THEIR SUCCESSORS AND ASSIGNS IN, ON, UPON, ACROSS, OVER, UNDER, AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "UTILITY EASEMENTS" ON THIS PLAT OF SUBDIVISION, SUCH EASEMENTS GRANTING AND RESERVING FOR THE SAID VILLAGE AND COMPANIES OR ENTITLES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, INSPECT, OPERATE, REPLACE, RENEW, ALTER, ENLARGE, REMOVE, REPAIR, CLEAN, AND MAINTAIN VARIOUS UTILITY TRANSMISSION, RECEIVING, AND DISTRIBUTION SYSTEMS, INCLUDING, BUT NOT LIMITED TO, CABLES, LINES, TRANSFORMERS, COMPUTER DEVICES, SANITARY SEWERS, STORM SEWERS, WATERMAINS, AND ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, FIRE HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES, AND WITHOUT LIMITATION, SUCH OTHER INSTALLATION AS MAY BE REQUIRED TO FURNISH UTILITY SERVICE TO THE SUBDIVISION AREA, AND SUCH APPURTENANCES AND ADDITIONS THERETO AS SAID VILLAGE AND COMPANIES OR ENTITIES MAY DEEM NECESSARY, USEFUL OR CONVENIENT, TOGETHER WITH A PERMANENT RIGHT OF ACCESS ACROSS THE LOTS AND SHOWN ON THIS PLAT OF SUBDIVISION FOR THE NECESSARY PERSONS AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK. THE RIGHT IS ALSO HEREBY GRANTED TO SAID VILLAGE AND COMPANIES OR ENTITIES TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLATS TO SAID UTILITY INSTALLATIONS IN, ON, UPON, ACROSS, OVER, UNDER, THROUGH SAID EASEMENTS. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED IN SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR MUNICIPAL OWNED UTILITIES, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL AS TO LOCATION BY THE VILLAGE OF THE SAID VILLAGE SO AS NO TO INTERFERE WITH THE MUNICIPAL UTILITIES.

EASEMENT PROVISIONS
AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO
COMMONWEALTH EDISON COMPANY
AND
AMERITECH ILLINOIS a.k.a. ILLINOIS BELL TELEPHONE COMPANY GRANTEES.

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLE, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS, OR OTHER FACILITIES USED INCONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.
THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.
THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH ARE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.
RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

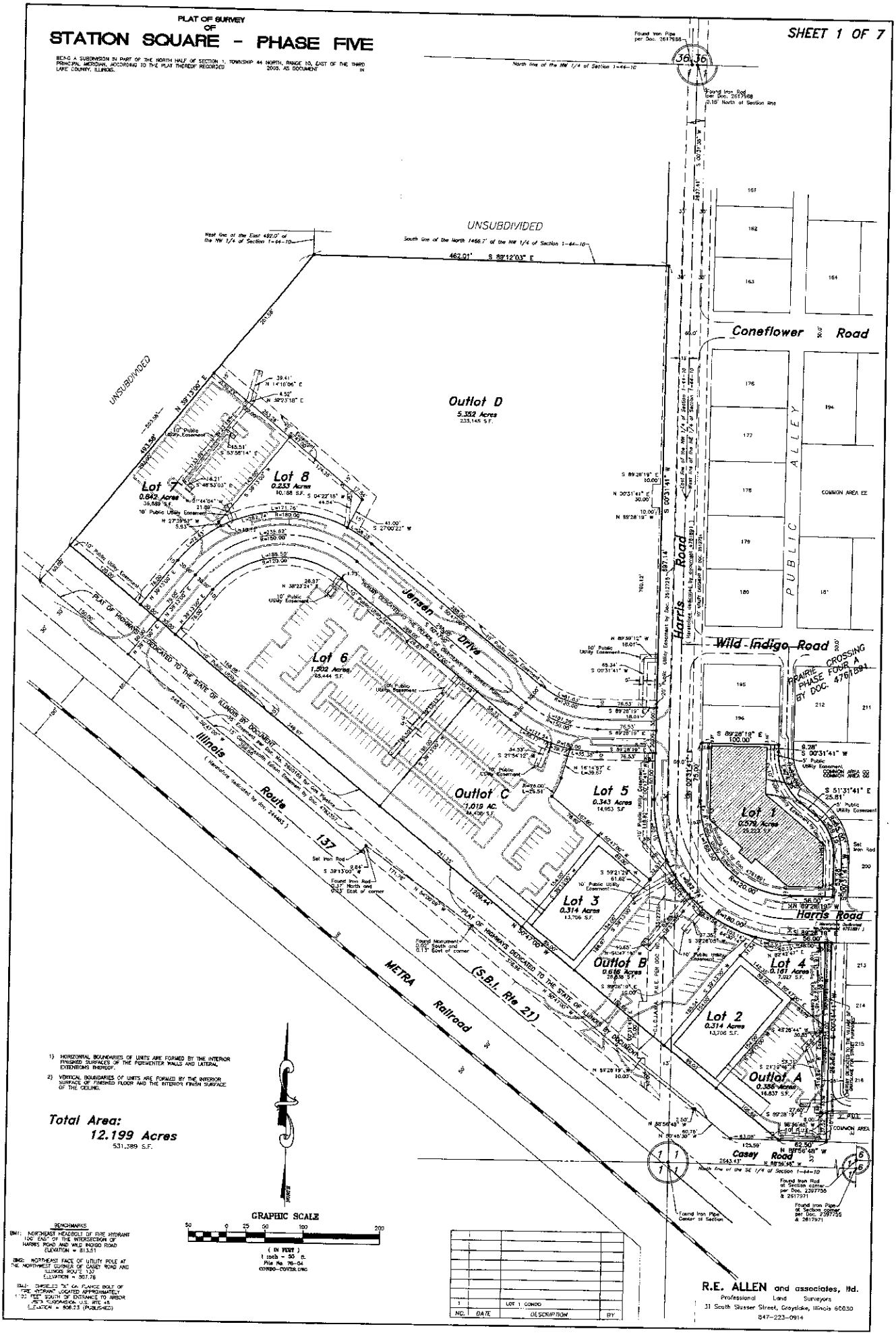
NO.	DATE	DESCRIPTION	BY
9	10-12-05	MISC. REVISIONS	B.J.L.
8	09-26-05	ADD PUBLIC UTILITY EASEMENTS	B.J.L.
7	06-25-05	ADD 10' PUBLIC UTILITY EASEMENT	B.J.L.
6	06-24-05	ADD MISC. EASEMENTS/REV. R.O.W.	B.J.L.
5	05-10-05	ADD MISC. EASEMENTS	B.J.L.
4	04-04-05	REVISE LOTS	B.J.L.
3	02-21-05	ADD OUTLOT E, F	B.J.L.
2	02-04-05	MISC. LOT LINE REVISIONS	B.J.L.
1	01-21-05	ORIGINAL ISSUE	B.J.L.

R.E. ALLEN and associates, ltd.
Professional Land Surveyors
31 South Slusser Street, Grayslake, Illinois 60030
847-223-0314

PLAT OF SURVEY
OF

STATION SQUARE - PHASE FIVE

BEING A SUBDIVISION IN PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 2003, AS DOCUMENT IN LAKE COUNTY, ILLINOIS.



1) HORIZONTAL BOUNDARIES OF UNITS ARE FORMED BY THE INTERIOR FINISHED SURFACES OF THE PERIMETER WALLS AND LATERAL EXTENTIONS THEREOF.

2) VERTICAL BOUNDARIES OF UNITS ARE FORMED BY THE INTERIOR SURFACE OF FINISHED FLOOR AND THE INTERIOR FINISH SURFACE OF THE CEILING.

Total Area:
12.199 Acres
531,389 S.F.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.
File No. 76-04
COND0-COVER.DWG

BENCHMARKS

BM1: NORTHEAST HEADBOLT OF FIRE HYDRANT 100' EAST OF THE INTERSECTION OF HARRIS ROAD AND WILD INDIGO ROAD
ELEVATION = 813.21

BM2: NORTHEAST FACE OF UTILITY POLE AT THE NORTHWEST CORNER OF CASEY ROAD AND ILLINOIS ROUTE 137
ELEVATION = 807.78

BM3: CHISELED "X" ON FLANGE BOLT OF FIRE HYDRANT LOCATED APPROXIMATELY 1,120 FEET SOUTH OF ENTRANCE TO ARBOR HILL SUBDIVISION, U.S. RTE 45
ELEVATION = 806.23 (PUBLISHED)

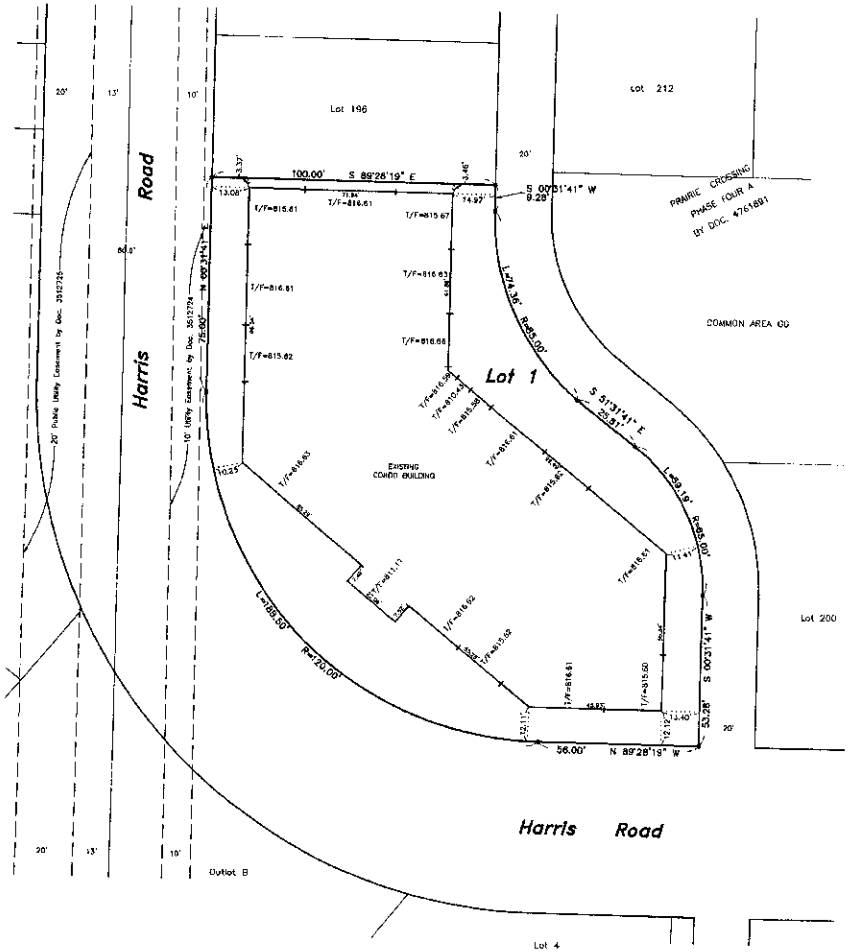
NO.	DATE	DESCRIPTION	BY
1		LOT 1 CONDO	

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31 South Slusser Street, Grayslake, Illinois 60030
847-223-0914

PLAT OF SURVEY
OF
STATION SQUARE - PHASE FIVE CONDOMINIUM
BUILDING 1

BEING A CONDOMINIUM DEVELOPMENT OF

LOT 1 IN STATION SQUARE PHASE FIVE, BEING A SUBDIVISION IN PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 2005, AS DOCUMENT IN LAKE COUNTY, ILLINOIS.



GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.
File No. 76-04
CONDO1-COVER.DWG

STATE OF ILLINOIS
COUNTY OF LAKE S.S.

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED THE LAND AS DESCRIBED IN THE ABOVE CAPTION. ANY STRUCTURES SHOWN HEREON WERE LOCATED BY ME OR UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT GRAYSLAKE, ILLINOIS THIS _____ DAY OF _____, A.D. 20___.

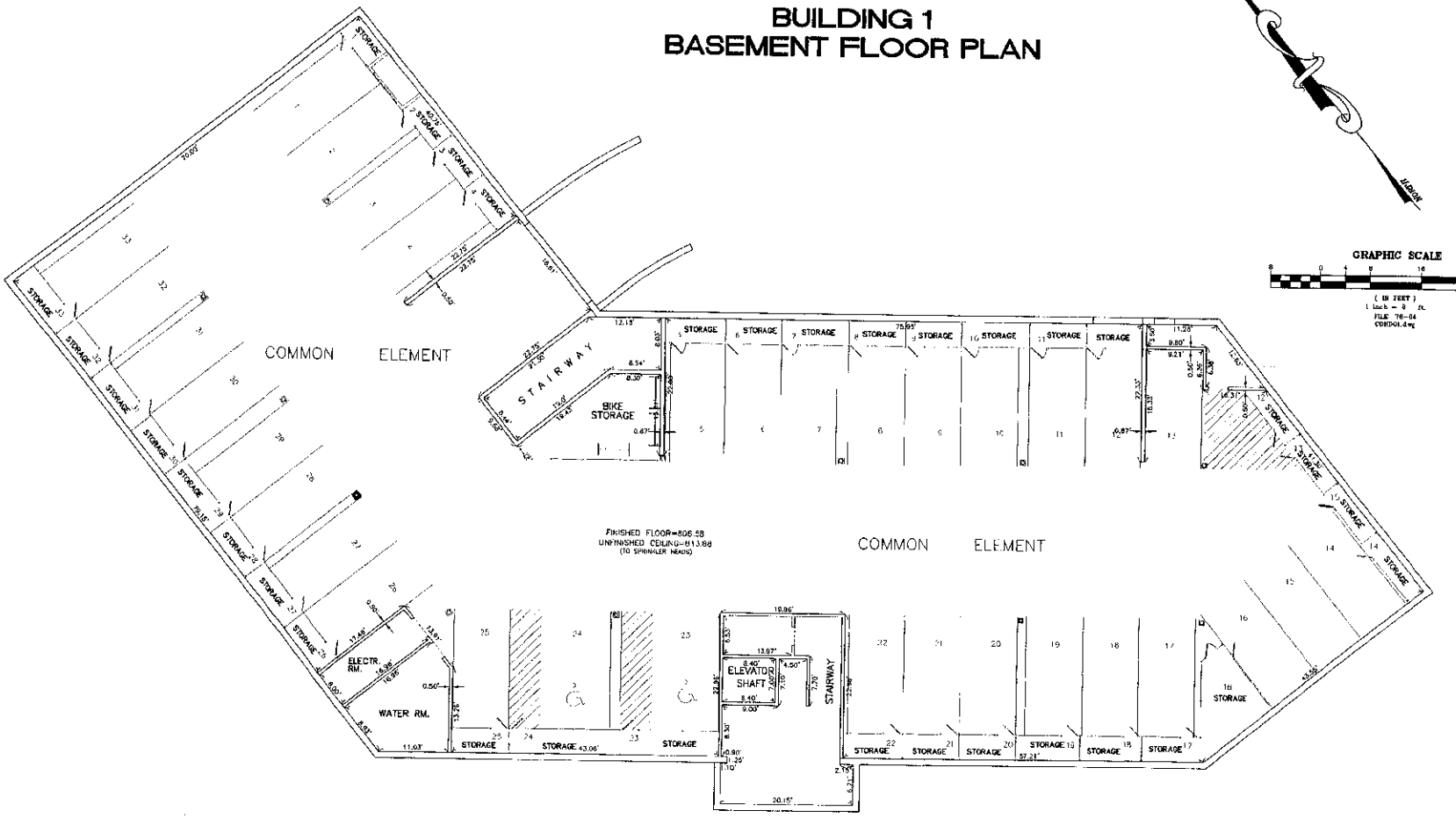
ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3516
MY LICENSE EXPIRES 11-30-06

FIELDWORK COMPLETED: _____
CLIENT NAME: Prairie Holding Corporation
ADDRESS: P.O. Box 739
Libertyville, IL 60048

NOTES:
PLAT IS VOID if the impressed Surveyor's Seal does not appear.
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon. Check local ordinances before building.
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

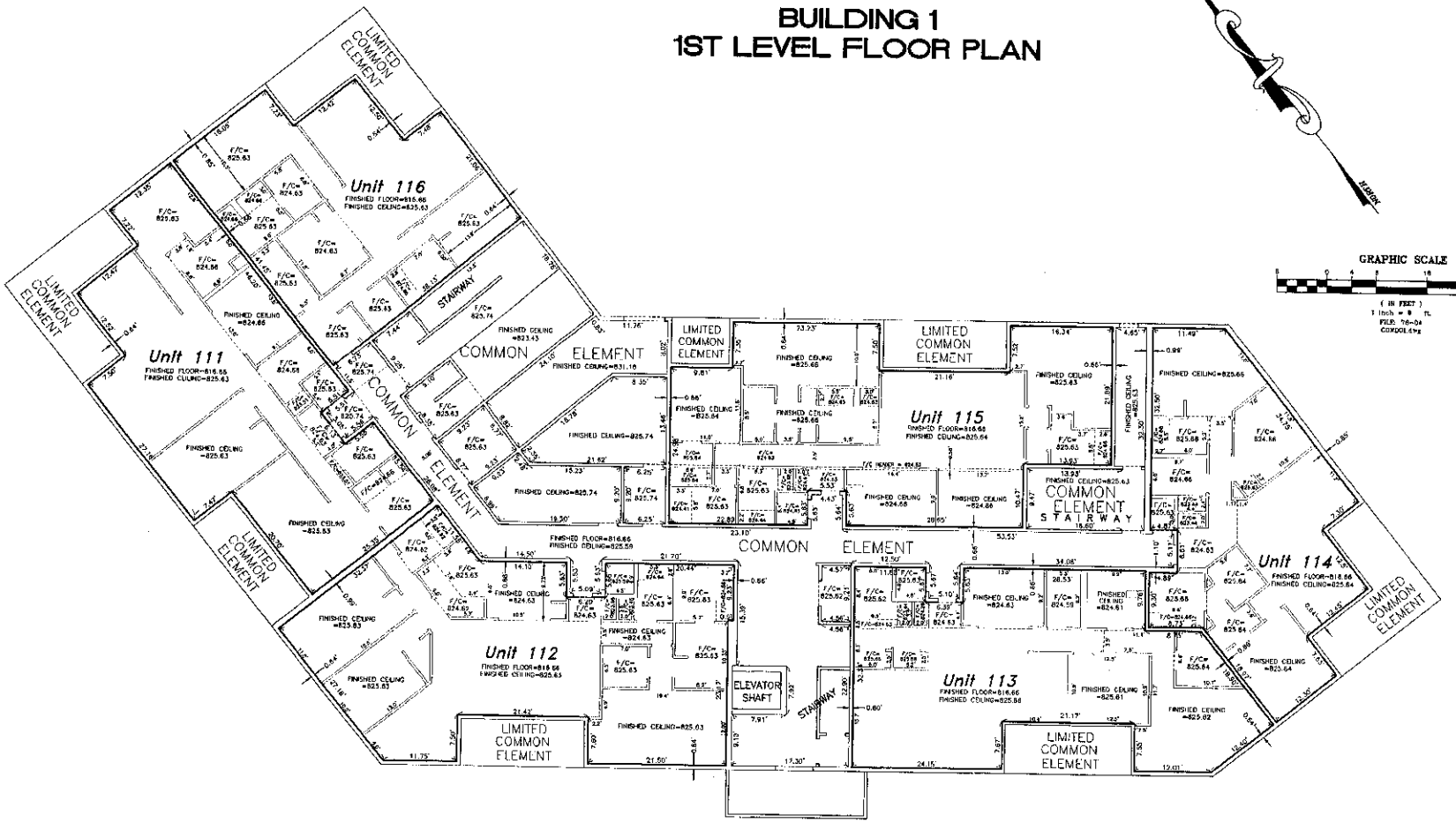
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Professional Land Surveyors
31 South Slusser Street, Grayslake, Illinois 60030
847-223-0914

PLAT
OF
STATION SQUARE - PHASE FIVE
CONDOMINIUM
BUILDING 1
BASEMENT FLOOR PLAN



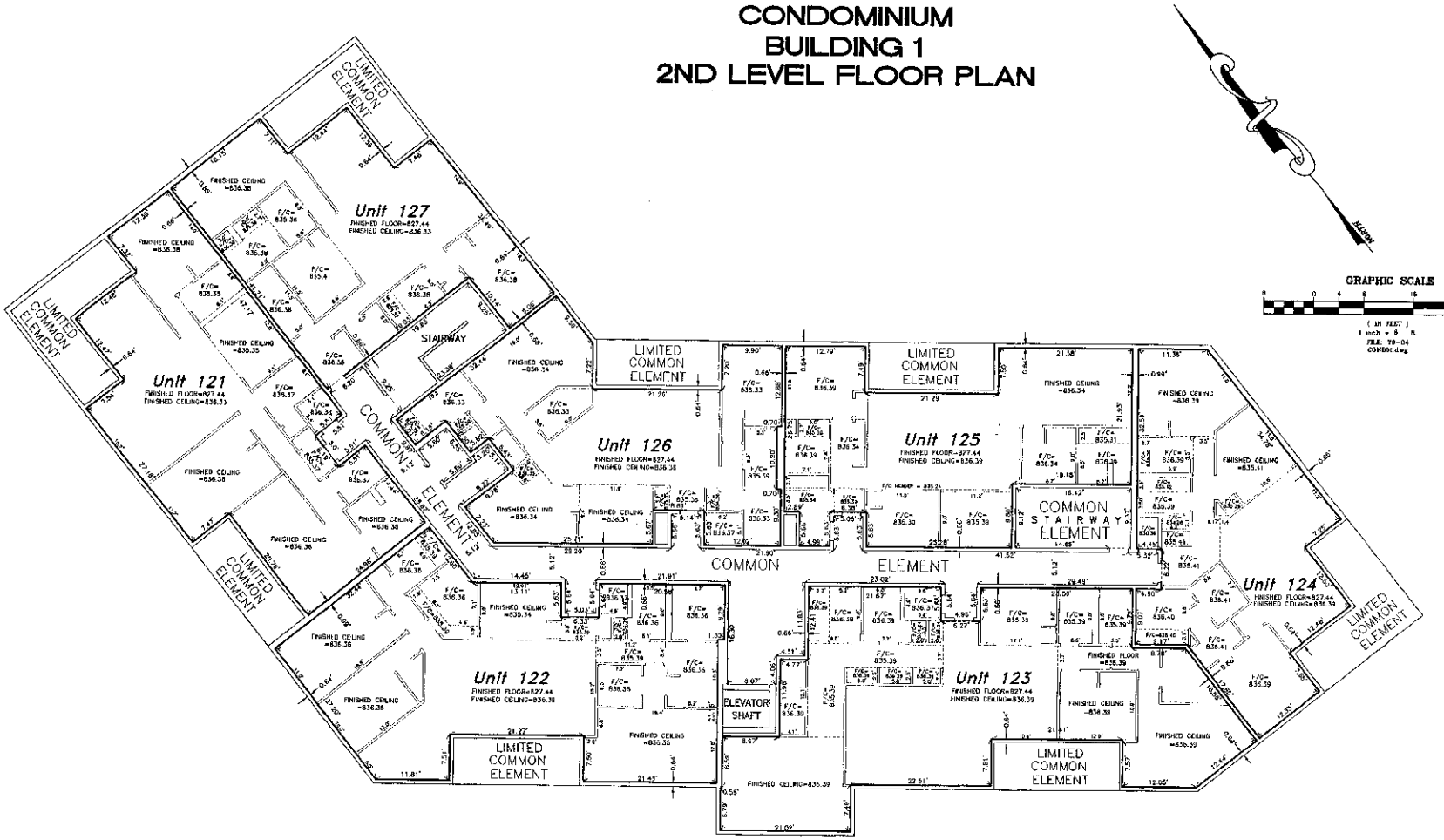
R.E. ALLEN and associates, ltd.
Professional Land Surveyors
31 South Slusser Street, Grayslake, Illinois 60030
847 223-0814

PLAT
OF
STATION SQUARE - PHASE FIVE
CONDOMINIUM
BUILDING 1
1ST LEVEL FLOOR PLAN



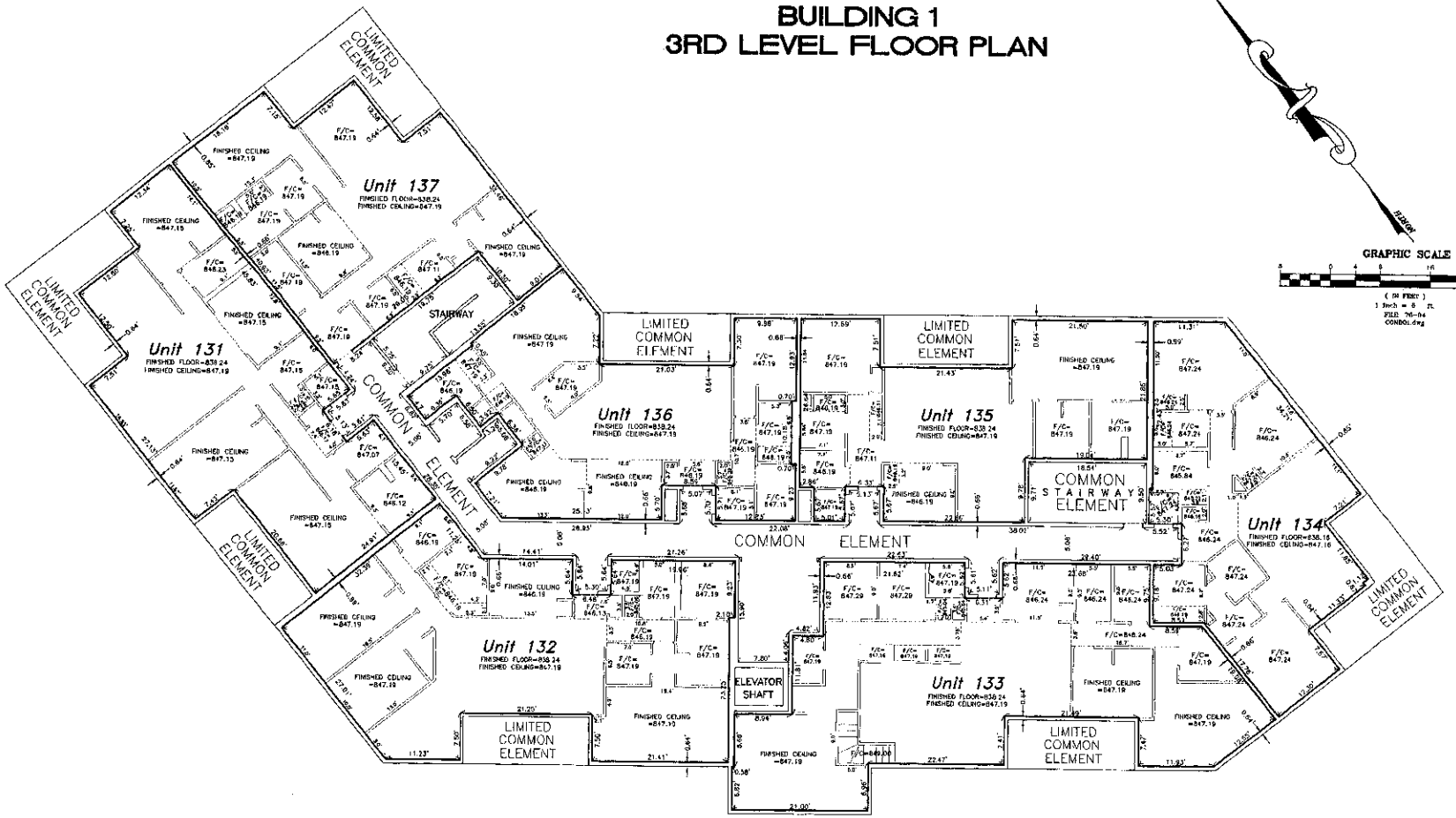
R.E. ALLEN and associates, ltd.
Professional Land Surveyors
31 South Slusser Street, Grayslake, Illinois 60030
847-223-0914

PLAT
OF
STATION SQUARE - PHASE FIVE
CONDOMINIUM
BUILDING 1
2ND LEVEL FLOOR PLAN



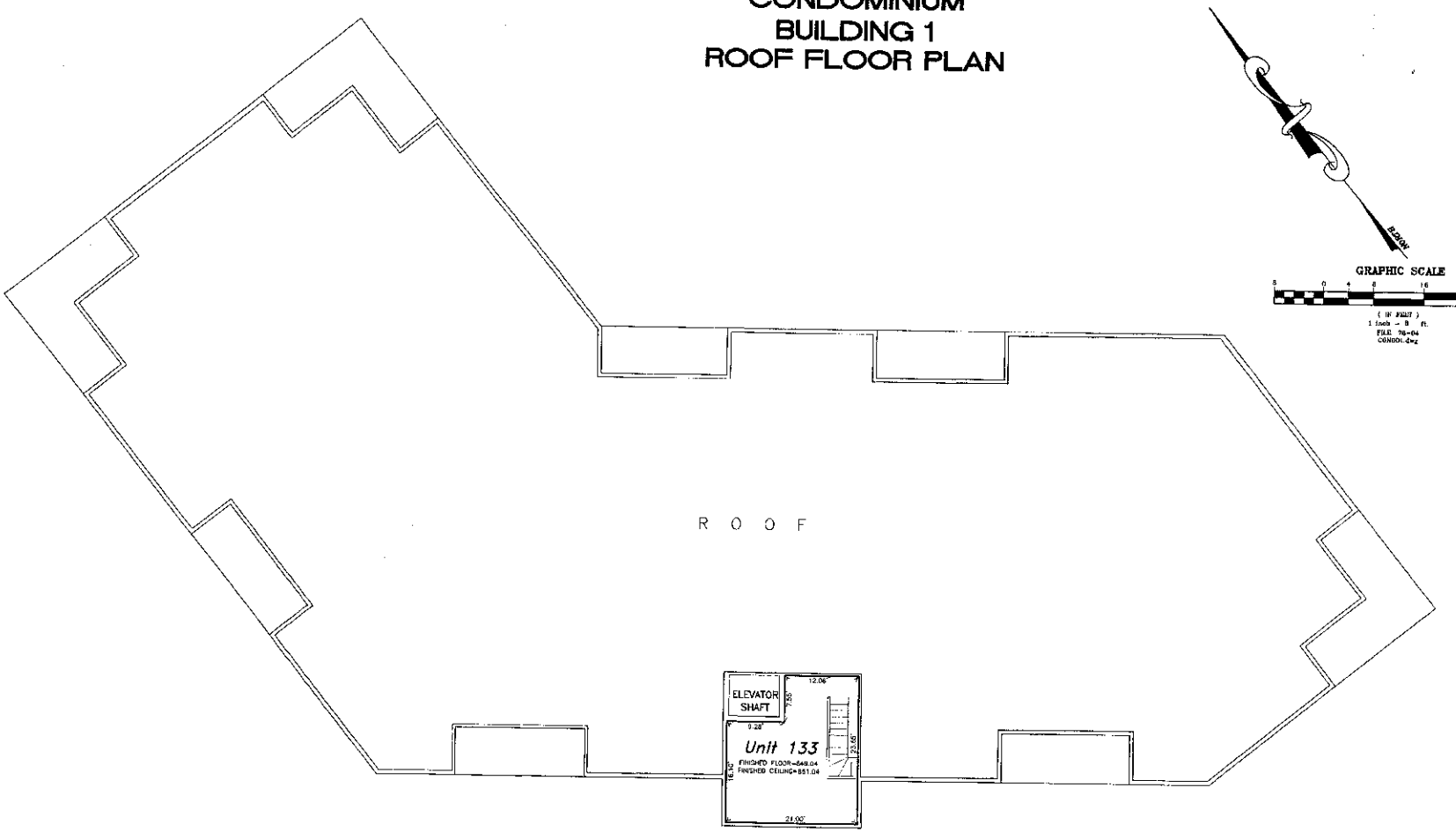
R.E. ALLEN and associates, ltd.
Professional Land Surveyors
31 South Skokie Street, Grayslake, Illinois 60030
847-223-6914

PLAT
OF
STATION SQUARE - PHASE FIVE
CONDOMINIUM
BUILDING 1
3RD LEVEL FLOOR PLAN



R.E. ALLEN and associates, ltd.
Professional Land Surveyors
31 South Sussex Street, Grayslake, Illinois 60030
847-223-0914

PLAT
OF
STATION SQUARE - PHASE FIVE
CONDOMINIUM
BUILDING 1
ROOF FLOOR PLAN



R.E. ALLEN and associates, ltd.
Professional Land Surveyors
31 South Slusser Street, Grayslake, Illinois 60030
847-223-0911

EXHIBIT "C"

TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR THE
PRAIRIE CROSSING STATION SQUARE CONDOMINIUM

PERCENTAGE INTEREST OF UNITS SUBMITTED TO THE ACT

Unit Number	Ownership Interest
125	4.17%
135	4.29%
116	4.04%
114	4.29%
124	4.41%
134	4.53%
126	4.53%
136	4.66%
127	4.53%
137	4.67%
113	4.78%
115	5.15%
112	5.51%
122	5.64%
132	5.76%
111	5.27%
121	5.39%
131	5.51%
123	6.13%
133	6.74%

100%

EXHIBIT "D"

TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR THE
PRAIRIE CROSSING STATION SQUARE CONDOMINIUM

PARKING SPACE AND STORAGE SPACE LIMITED COMMON ELEMENTS

Declarant hereby reserves the right to record an amended Exhibit to reflect the allocation and assignment by initial Deeds of Parking Space Limited Common Elements and Storage Space Limited Common Elements.

Unit Number	Parking Space Limited Common Element	Storage Space Limited Common Element
125	22	22
135	5	5
116	13	13
114	17	17
124	15	15
134	8	8
126	18	18
136	33	33
127	28	28
137	29	29
115	3	3
112	31	31
122	1	1
132	12	12
111	4	4
121	30	30
131	2	2
123	32	32
133	21	21

EXHIBIT E

LEGAL DESCRIPTION OF FUTURE DEVELOPMENT PARCEL

Portions of Lots 2 and 3 in Station Square Phase 5; being a subdivision in part of the north half of Section 1, Township 44 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded 2006, as Document in Lake County, Illinois.