Mary Ellen Vanderventer
Lake County RECORDER OF DEEDS

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MARY ELLEN VANDERVENTER
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DECLARATION OF COVENANTS

CONDITIONS, RESTRICTIONS AND

EASEMENTS FOR

STATION SQUARE AT PRAIRIE CROSSING

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS for Station Square at Prairie Crossing (this "**Declaration**") is made and entered into as of this 29th day of JUNE 2006, by Prairie Holdings Corporation, an Illinois corporation ("**Declarant**").

PRELIMINARY STATEMENT

A. Declarant is the owner, in fee simple, of certain lots and outlots in the Station Square – Phase Five Subdivision (the "**Subdivision**") which Lots (defined below) and Outlots (defined below) are more specifically described on Exhibit A attached hereto and are herein collectively referred to as the "**Land**". All Lots and Outlots subject to this Declaration (defined below) are in the Subdivision and are herein referred to by their respective lot or outlot number designated on the Subdivision Plat (defined below). Declarant intends to develop or cause to be developed a mixed use residential, retail, and office center known as the "**Center**" on the Land and on Lot 1 of the Subdivision.

B. Declarant has heretofore completed the construction of improvements on Lot 1 consisting of a three story building containing twenty condominium units and has submitted Lot 1 to the provisions of the Illinois Condominium Property Act (the "**Condominium**") by recording that certain Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-laws for the Prairie Crossing Station Square Condominium (the "**Condominium Declaration**").

C. Pursuant to Section 4.3 of the Condominium Declaration, Declarant has the right and authority to enter into this Declaration on behalf of the Unit Owners (defined below).

D. Declarant is constructing two additional three story buildings each containing eight condominium units on those portions of Lots 2 and 3 described on Exhibit B attached hereto which parcels will be annexed to the Condominium and which are, along with Lot 1, herein referred to as the "**Condominium Parcel**."

E. Declarant is also constructing an approximately 14,000 square foot retail center on those portions of Lots 2 and 3 described on Exhibit C attached hereto which parcels along with Outlots A, B and C of the Subdivision are herein referred to as the "**Retail Parcels**."

F. Declarant further intends to market and to sell certain portions of the Land more specifically described on Exhibit D attached hereto to be used for retail and offices (each herein

a "**For-Sale Retail Parcel**" and collectively, the "**For-Sale Retail Parcels**"). The general arrangement of the Parcels (defined below) is set forth in the site plan ("**Site Plan**") attached hereto as Exhibit E and made a part hereof.

G. Declarant intends herein to create certain easements for open space, parking and for pedestrian and vehicular ingress and egress over the common curb cuts, roadways, driveways, aisles, staircases, walkways and sidewalks for access, and for delivery, and to grant certain rights to install and maintain utility lines and site facilities within the Parcels. Declarant also intends herein to provide for certain obligations and restrictions with respect to construction of improvements on the Land and the operation and maintenance of the Parcels and facilities constructed and to be constructed thereon. Such easements, obligations and restrictions shall run with the land and to the benefit of, and bind the respective Parcels and the owners, from time to time of, the Center or any portion thereof.

NOW, THEREFORE, Declarant hereby declares that the Center and any part thereof is and shall be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed, and accepted subject to this Declaration and declares that each of the following easements, covenants, conditions, restrictions, burdens, uses, privileges and charges created hereunder shall exist at all times hereafter amongst, and be binding upon and inure, to the extent provided herein, to the benefit of, all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Center and each of the foregoing shall run with the land subject to this Declaration.

1. **DEFINITIONS.**

"**Access Driveways**" means driveways located on Outlot A and Outlot C from time to time providing access to the Ramps (hereinafter defined).

"**Act**" means the Condominium Parcel Act of the State of Illinois in effect on the date hereof, as amended from time to time.

"**Administration Fee**" is defined in Section 5 of this Declaration.

"**Bennett Building**" means a building to be constructed on a portion of Lot 2 that shall contain eight (8) condominium units and approximately 7,000 square feet of grade level commercial space.

"**Budget**" is defined in Section 5 of this Declaration.

"**Center**" is defined in the Preliminary Statement of this Declaration.

"**Common Green Space**" means the area of Outlot B depicted on the Site Plan which shall consist of an area of open space intended for the non-exclusive mutual use and enjoyment of the Owners of all of the Parcels in the Center as well as their customers, employees, agents and business invitees.

"**Condominium**" is defined in the Preliminary Statement of this Declaration.

"**Condominium Association**" means Prairie Crossing Station Square Condominium Association, an Illinois not-for-profit corporation formed for the purpose of administering the Condominium Parcel pursuant to the Act.

"**Condominium Declaration**" is defined in the Preliminary Statement of this Declaration.

"**Condominium Parcel**" is defined in the Preliminary Statement of this Declaration.

"**Contributing Owners**" is defined in Section 5 of this Declaration.

"**Declaration**" means this Declaration of Covenants, Conditions, Restrictions and Easements, including all exhibits, amendments and supplements hereto.

"**Default Rate**" means the interest rate applicable to any sums owed by a Defaulting Owner to a Creditor Owner pursuant to this Declaration as further described in Section 12 hereof.

"**Defaulting Owner**" except where otherwise defined hereunder in a specific context, means an Owner which has failed to make a payment of money owed under this Declaration or to perform any of its duties or obligations as and when required hereunder.

"**Defaulting Party**" is defined in Section 12 of this Declaration.

"**For Sale Retail Parcel**" or "**For Sale Retail Parcels**" are defined in the Preliminary Statement to this Declaration.

"**Land**" is defined in the Preliminary Statement to this Declaration.

"**Lot**" means a lot designated on the Subdivision Plat.

"**Mortgage**" means a first mortgage on the Parcels.

"**Mortgagee**" means the holder of a Mortgage.

"**Non-Defaulting Party**" is defined in Section 12 of this Declaration.

"**Non-Performing Owner**" is defined in Section 8 of this Declaration.

"**Outlot**" means an outlot designated on the Subdivision Plat.

"**Owner**" means either the fee title holder or ground lessee of any Lot or Outlot in the Center. "Owners" means collectively, any two or more holders as the context may require.

"**Owner of the Condominium Parcel**" means each present or future person or persons or entity or entities, whose estates or interests, individually or collectively, aggregate fee simple ownership of the Condominium Parcel or any portion thereof or interest or estate therein at the time in question, including, without limitation, in any instance in which the fee simple ownership of the Condominium Parcel or any portion thereof shall be held in a land trust or other title holding device, the beneficial owner or owners of such land trust or other title holding device. If and so long as the Condominium Parcel, or any portion thereof, has been

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submitted to and remains subject to the provisions of the Act, the Owner of the Condominium Parcel, or such portion thereof, shall mean collectively, all of the Unit Owners in and to the Condominium Parcel (or such portion thereof subject to the Act) and not individually.

"**Owner of the Retail Parcels**" means each present and future person or persons or entity or entities whose estates or interests, individually or collectively, aggregate fee simple ownership of the Retail Parcels or any portion thereof or interest or estate therein at the time in question, including, without limitation, in any instance in which the fee simple ownership of Retail Parcels or any portion thereof shall be held in a land trust or other title holding device, the beneficial owner or owners of such land trust or other title holding device.

"**Parcel**" or "**Parcels**" means either the Condominium Parcel, the Retail Parcels or the For-Sale Retail Parcels.

"**Parking Exit Staircases**" means any staircases that connect the basement of the Bennett Building and the Wacker Building to Outlot A or Outlot C, as depicted on the Site Plan.

"**Ramps**" means ramps providing access to and from the Bennett Building and the Wacker Building to and from Outlot A or Outlot C, as depicted on the Site Plan.

"**Retail Parcels**" are defined within the Preliminary Statement to this Declaration.

"**Retail Parking Areas**" is defined in Section 3 of this Declaration.

"**Rules and Regulations**" is defined in Section 2.

"**Shared Maintenance Costs**" is defined in Section 5 of this Declaration.

"**Special Events**" is defined in Section 6 of this Declaration.

"**Site Plan**" is defined in the Preliminary Statement of this Declaration.

"**Subdivision**" is defined in the Preliminary Statement of this Declaration.

"**Subdivision Plat**" means the Final Plat of Station Square, Phase Five, recorded with the Recorder of Deeds of Lake County, Illinois on January 27, 2006, as Document 5938180.

"**Unit Owner**" or "**Unit Owners**" means the person or persons whose estates or interests, individually or collectively aggregate fee simple ownership of a portion of the Condominium Parcel described as a Unit in the Condominium Declaration.

"**Utility Lines**" is defined in Section 3 of this Declaration.

"**Wacker Building**" means a building to be constructed on a portion of Lot 3 that shall contain eight (8) condominium units and approximately 7,000 square feet of grade level commercial space.

2. **RULES AND REGULATIONS.** The Owner of the Retail Parcels may adopt such reasonable rules and regulations consistent with the standards exemplified by the Prairie Crossing conservation community which it deems advisable relating to the maintenance, administration, management, operation, use, and beautification of the Center (the "**Rules and**

Regulations"). Written notice of the Rules and Regulations and any amendments thereto shall be given to all Owners, and all Owners shall at all times be subject to and shall comply therewith. The Rules and Regulations shall not interfere, limit or constrain the lawful operation of the businesses in the Center and shall be uniformly enforced.

3. **EASEMENTS.**

(a) **Access Easements.**

(i) The Declarant hereby declares and creates, for the benefit of all of the Parcels comprising the Center, a non-exclusive perpetual easement and right to the use of all curb cuts, roadways, driveways, aisles, walkways and sidewalks located from time to time on all of the Parcels comprising the Center for purposes of ingress, egress, passage and delivery, by vehicles and pedestrians.

(ii) The Declarant hereby declares and creates, for the benefit of the Condominium Parcel a non-exclusive perpetual easement and right to the use of the Access Driveways, for purposes of ingress, egress, and passage and delivery, by vehicles and pedestrians to and from the lower level of the Bennett Building and the Wacker Building.

(iii) The Declarant hereby declares and creates, for the benefit of the Condominium Parcel a non-exclusive perpetual easement and right to the use of the Parking Exit Staircases, for purposes of ingress, egress, and passage, by pedestrians to and from the lower level of the Bennett Building and the Wacker Building.

(iv) The Declarant hereby declares and creates, for the benefit of the Condominium Parcel a non-exclusive perpetual easement and right to the use of the Ramps, for purposes of ingress, egress, and passage, by pedestrians and vehicles to and from the lower level of the Bennett Building and the Wacker Building.

(b) Parking Easements.

(i) The Declarant hereby declares and creates for the benefit of all of the For-Sale Retail Parcels, a non-exclusive perpetual easement and right to the use of the parking areas from time to time maintained on the Retail Parcels (the "**Retail Parking Areas**") for the purpose of vehicular parking in accordance with the Rules.

(ii) The Declarant hereby declares and creates, for the benefit of the Condominium Parcel, a non-exclusive perpetual easement and right to the use of 16 parking spaces located on Outlots A and/or C which spaces shall be designated by the Owner of the Retail Parcels from time to time. The Owner of the Condominium Parcel shall have the right to use the parking spaces only in accordance with the Rules and Regulations.

(c) **Utilities/Lighting Facilities.**

(i) The Declarant hereby declares and creates, for the benefit of all of the Parcels comprising the Center, a non-exclusive perpetual easement and right to the use of those areas in, to, over, under, along and across those portions of the Center necessary for the

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installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of utility lines to service the facilities located on such Parcels, including but not limited to, sanitary sewers, storm drains, and water (fire and domestic), gas, electrical, telephone, cable TV, data transmission and other communication lines and related facilities, including, without limitation, those to service any monument signage (collectively "**Utility Lines**"). The installation of any Utility Lines within the For-Sale Retail Parcels shall be subject, as to location and width, to the approval of the Owner of the Retail Parcels, which approval shall not be unreasonably withheld or delayed.

All Utility Lines shall be underground except:

(1) as may be necessary during periods of construction, reconstruction, repair or temporary service;

(2) as may be required by governmental agencies having jurisdiction;

(3) as may be required by the provider of such service; and

(4) fire hydrants, above ground meters and transformers and feeds.

Prior to exercising the right granted herein, each Owner of a For-Sale Retail Parcel shall first provide to the Owner of the Retail Parcels with a written statement identifying the proposed location of the Utility Lines. Each Owner shall pay all costs and expenses with respect to its Utility Lines and shall cause all work in connection with the Utility Lines (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as reasonably possible and in a manner so as to reasonably minimize interference with the use of the affected other Parcels.

(ii) Each Owner shall have the right at any time to relocate a Utility Line located on its Parcel upon 30 days' prior written notice to the Owner of the Retail Parcels, provided that such relocation:

(1) shall not interfere with or diminish the utility service to any other Owner;

(2) shall not reduce or unreasonably impair the usefulness or function of such Utility Line;

(3) shall be performed without cost or expense to any other Owner;

(4) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover; and

(5) shall be depicted on an as-built survey prepared at such Owner's expense.

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Documentation of the relocated easement area, including, without limitation, the furnishing of an as-built survey, shall be performed at such Owner's expense and shall be accomplished as soon as possible.

(d) **Storm Water Drainage.** Declarant hereby declares for the benefit of all of the Parcels of the Center the right and easement to discharge surface storm drainage and/or runoff from the Parcels over, upon and across the Retail Parking Areas; provided, however, no Owner shall alter or permit to be altered the drainage/retention system constructed on its Parcel if such alteration would materially increase the volume or rate of flow of surface water onto an adjacent Parcel either in the aggregate or by directing the flow of surface water to a limited area.

(e) **Open Space Easement.** Declarant hereby declares and creates for the benefit of all of the Parcels of the Center, a non-exclusive perpetual easement and right to the use of the Common Green Space.

(f) **Benefit of Easements.** The perpetual easements granted hereby shall be for the benefit of, but not restricted solely to, the Owners of the Parcels and each such Owner may grant the benefit of such easements to the tenants and other occupants of its Parcel for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof, but such grant is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside of the Center. Nothing herein nor any use of the Center shall be deemed to be a gift or dedication of any portion of the Center to the general public.

4. **MAINTENANCE OF THE PARCELS.**

(a) Each Owner shall maintain its Parcel and all improvements located thereon, including the exterior of any building or buildings, pedestrian walks, parking areas, landscaped areas, loading areas and improvements in a clean, sightly and safe condition consistent with and similar to the other areas of the Center. In the event of damage or destruction to any improvement upon a Parcel by reason of fire or other casualty, the Owner and/or the user of such Parcel shall thereafter either promptly restore such improvements to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such improvements and either replace them with parking or other improvements or uses consistent with this Declaration and approved by Owner of the Retail Parcels prior to their construction or landscape the Parcel in a manner acceptable to and approved by Owner of the Retail Parcels.

(b) Each Owner shall service, maintain, repair and replace the lighting facilities and Utility Lines located on its parcel; provided, however, to the extent that such Utility Lines exclusively serving any Parcel cross another Owner's Parcel, such Utility Line shall be so maintained by the Owner served by the Utility Line at its own expense.

(c) Each Owner shall cause its Parcel and all buildings and improvements located thereon to comply with all applicable requirements of law and governmental regulation applicable thereto.

(d) Each Owner shall observe the following standards:

(i) Maintain, including pavement repair, removal and replacement of the surface of the parking lot and sidewalks in a level, smooth and evenly covered manner.

(ii) Remove all papers, snow and ice, debris, filth and refuse from the parking area and wash or thoroughly sweep paved areas as required.

(iii) Maintain all directional signs, and markers as shall be reasonably required in accordance with the other directional signs and markers within the Center and the practices prevailing in the operation of similar first class shopping centers in the metropolitan Chicago, Illinois area. Each Owner shall also be responsible for the payment of all electrical utility costs relating to the lighting of its Parcel.

(iv) Maintain, repair, clean and relamp lighting fixtures on such Owner's Parcel, including, without limitation, lighting fixtures and facilities in any parking area located on each Owner's Parcel and, in addition, each Owner shall be responsible for all extraordinary maintenance and repair, as well as the replacement of such lighting fixtures and facilities.

(v) Repaint striping, markers, directional signs, and similar items, as necessary to maintain the same in a first-class condition.

(vi) Maintain and replace landscaping, including fountains, installed from time to time on an Owner's Parcel in a first-class condition.

(vii) Maintain Ramps and Parking Exit Staircases in a first-class condition.

5. **COST OF MAINTENANCE OF THE RETAIL PARCELS.**

(a) From and after the date hereof, the Owner of the Retail Parcels shall perform the obligations described in Section 4 above with respect to the Retail Parcels. As consideration for the easements created hereunder over the Retail Parking Areas, the Access Driveways, Parking Exit Staircases and Open Space Easement, the Owner of the Condominium Parcel and the Owners of Lots 4 and 5 (collectively the "**Contributing Owners**") shall contribute to the costs incurred in connection therewith by the Owner of the Retail Parcels (the "**Shared Maintenance Costs**") along with the Administration Fee defined below. The "**Administration Fee**" shall be an amount computed by multiplying the Shared Maintenance Costs by 6 percent. Notwithstanding anything to the contrary set forth herein, Shared Maintenance Costs shall not include any costs relating to the maintenance of any building located on the Retail Parcels.

(b) The Owner of the Retail Parcels shall, at least 30 days prior to the beginning of each calendar year, submit to the other Owners an estimated budget (the "**Budget**") for the projected Shared Maintenance Costs for the ensuing calendar year. The first year's Budget shall be based on reasonable estimate of the Shared Maintenance Costs for such year. The Budget for each subsequent year shall be based on the prior year's actual Shared Maintenance Costs, to the extent known at the time the Budget is prepared, subject to increases for anticipated expenses to be incurred in the current year which were not incurred in the prior year; provided, however, that in no event shall there be an increase in the Budget of more than 8 percent (8%) in any one year over the Budget for the immediately proceeding year

commencing with the third year's Budget and continuing annually thereafter without the Owners' consent, however specifically excluding from any such limitation are those costs incurred for the maintenance, repair or replacement of the fountain located on the Common Green Space, snow removal, snow melting material (salt or equivalent), security services, utility expenses, weather related damages caused by storms or drought, insurance premiums and pavement maintenance. The Owner of the Retail Parcels shall use its reasonable efforts to perform its obligations hereunder in accordance with the Budget.

(c) The Shared Maintenance Costs shall be allocated to the Contributing Owners in accordance with the allocation of Shared Costs attached hereto as Exhibit F. Each Contributing Owner shall pay to the Owner of the Retail Parcels in equal quarterly payments, in advance, its share of the Shared Maintenance Costs based upon the amount set forth in the Budget. Within 60 days after the end of each calendar year, the Owner of the Retail Parcels shall provide each Contributing Owner with a statement, together with copies of supporting invoices and other materials which may be reasonably requested by the Contributing Owner, setting forth the actual Shared Maintenance Costs paid by it and such Contributing Owner's share of the aggregate thereof; provided, however, that the Owner of the Retail Parcels' failure to provide such Shared Maintenance Costs reconciliation within the 120 day time period shall in no event excuse any Contributing Owner from its obligation to pay its pro rata share of Shared Maintenance Costs nor constitute a waiver of the Owner of the Retail Parcels right to bill and collect such pro rata share of Shared Maintenance Costs from any Contributing Owner hereto in accordance with the terms of this Section 5. If the amount paid by a Contributing Owner for such calendar year shall have exceeded its share, such excess shall be applied against such Contributing Owner's share of Shared Maintenance Cost next coming due (or, if requested by such Contributing Owner, shall be refunded to such Owner), or if the amount paid by an Owner for such calendar year shall be less than its share, such Contributing Owner shall pay the balance of its share to the Owner of the Retail Parcels within 30 days after receipt of such statement.

(d) The Owners of the Retail Parcels shall segregate and maintain a reasonable operating reserve account to be used solely for making extraordinary maintenance expenditures not originally included or contemplated in the Budget which become necessary during the calendar year (the "**Operating Reserve**"). Such extraordinary maintenance expenditures shall first be charged against the Operating Reserve.

6. **USE.**

(a) **Restricted Activities.** The following activities are specifically not permitted within the Center by any customer, employee, agent, business invitee or any member of the public: (i) soliciting membership or contributions and (ii) parading, picketing, or demonstrating.

(b) **Open Space.** The Owner of the Retail Parcels shall at all times maintain the Common Green Space in an attractive landscaped manner for the use and enjoyment of the Owners of all of the Parcels and in a manner consistent with the standards exemplified by the Prairie Crossing conservation community.

(c) **Prohibited Businesses.**

(i) No Owner shall directly or indirectly, lease, use or permit to be used or occupied any part of such Owner's Parcel as a bowling alley, funeral parlor, disco, musical dance review, dancehall, nightclub, car wash, warehouse, game room, billiard room (other than a billiard room incidental to a permitted restaurant use), adult book store, gun shop or firing range, off track betting parlor or facility, or shop for the renting, leasing or sale of any motor vehicles, motor boats or trailers or for the purpose of manufacturing.

(ii) No portion of the Center shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors except for in connection with the sale of produce and other foods; is illegal or unlawful; is a public or private nuisance; emits noise or sounds (other than in connection with Special Events) which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards.

(iii) No portion of the Lot 2 shall be used for a business or use which requires an exhaust system commonly known as a "Black Iron Exhaust" in connection with the preparation of food.

(iv) No Owner shall operate, lease, rent or permit its Parcel or any portion thereof, to be used or occupied as an adult bookstore or a store selling or exhibiting pornographic materials. As used herein, "an adult book store or store selling or exhibiting pornographic materials" shall include, without limitation, a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational, or a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated "X" by the Motion Picture Rating Association, or any successor thereto.

(d) **Remedies.** Each Owner recognizes that damages will be difficult or impossible to ascertain in the event of a breach of any of the agreements set forth in Sections 6(a), 6(b), 6(c) and 6(d) hereof and accordingly:

(i) Each Owner hereby agrees that in addition to each and every remedy or right which Declarant and other Owners may have hereunder or at law or in equity, Declarant and Owners shall have the right to an injunction or similar equitable relief enjoining or restraining any breach of, or compelling specific performance of, the provisions of Sections 6(a), 6(b), 6(c) and 6(d) hereof, and each Owner hereby waives the requirement, if any, of posting bond or other surety in connection with any proceeding for an injunction or restraining order for breach of, or compelling specific performance of, the provisions of Sections 6(a), 6(b), 6(c) and 6(d) hereof; and

(ii) Any remedies conferred upon the Owners under this Section 6 shall not be exclusive of any other remedy and each and every such remedy shall be cumulative.

7. **Insurance.**

(a) Each Owner of a For-Sale Retail Parcel and the Owner of the Condominium Parcel shall, at its own cost and expense, provide and maintain for the mutual benefit of such Owner and the Owner of the Retail Parcels, a policy or policies of comprehensive general public liability insurance with minimum limits of no less than $1,000,000 with respect to injury or death to any one person, $3,000,000 with respect to any one occurrence, and $500,000 with respect to property damage arising out of any one occurrence, which policy or policies shall:

(i) Name as additional insureds the Owner of the Retail Parcels and such other persons as the Owner of the Retail Parcels may designate;

(ii) Protect and insure the Owner of the Retail Parcels on account of any loss or damage arising from injury or death to persons or damage or destruction to property caused by or related to any construction or reconstruction that such Owner may perform or may have performed in connection with its Parcel and any act or omission of such Owner or its agents, contractors, employees, servants or lessees on any portion of the Center, including such Owner's Parcel, and such Owner shall deliver certificates or memoranda of such policies of insurance to the Owner of the Retail Parcels. In the event such Owner shall fail to provide and maintain such insurance and such failure shall continue for a period of seven (7) days after the Owner of the Retail Parcels has provided such Owner with written notice of such failure, the Owner of the Retail Parcels may, but shall not be obligated to, in addition to any other rights or remedies provided for herein, cause such insurance to be issued covering the Owner of the Retail Parcels and the Owner of the Retail Parcels shall have the right to be immediately reimbursed by such Owner for the cost thereof.

(b) Prior to commencing any construction activities within a For-Sale Retail Parcel, the Owner of such Parcel shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

(i) Workers' Compensation statutory limits; and

(ii) Employers' Liability $500,000; and

(iii) Comprehensive General/Commercial General Liability and Business Auto Liability as follows:

(1) Bodily Injury - $1,000,000 per occurrence;

(2) Property Damage: $1,000,000 per occurrence;

(3) Independent Contractors Liability; same coverage as set forth in (1) and (2) above;

(4) An additional $5,000,000 umbrella coverage;

(5) Products/Completed Operations Coverage which shall be kept in effect for two (2) years after completion of work;

(6) "XCU" Hazard Endorsement, if applicable;

(7) "Broad Form" Property Damage Endorsement;

(8) "Personal Injury" Endorsements; and

(9) "Blanket Contractual Liability" Endorsement.

(c) Effective upon the commencement of construction of any building on a For-Sale Retail Parcel and so long as such building exists, the Owner of such Parcel shall carry, or cause to be carried, casualty insurance with "extended" or "all-risk" coverage, in the amount of 100 percent of full replacement cost thereof (excluding footings, foundations or excavations).

(d) To the full extent permitted by law, each Owner hereby releases and waives for itself, and each Person claiming by, through or under it, each other Owner from any liability for any loss or damage to all property of such Owner located upon any portion of the Center, which loss or damage is of the type generally covered by the insurance required to be maintained hereunder, irrespective either of any negligence on the part of any other Owner which may have contributed to or caused such loss, or of the amount of such insurance required to be carried or actually carried. Each Owner agrees to use its best efforts to obtain appropriate endorsements to its policies of insurance with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given. To the full extent permitted by law, each Owner covenants and agrees to indemnify, defend and hold harmless each other Owner from and against all claims asserted by or through any invitee or permitee of such Owner for any loss or damage to the property of such invitee or permittee located upon the respective Owners' property, which loss or damage is of the type generally covered by the insurance required to be maintained under Section 7(c), irrespective of any negligence on the part of such Owner which may have contributed to or caused such loss.

(e) All insurance required by this Section 7 shall:

(i) be procured from companies licensed in the State of Illinois and shall be rated by Best's Insurance Reports not less than A-;

(ii) shall provide that the policy may not be canceled or materially reduced in amount or coverage without at least 30 days prior written notice by the insurer to each insured and to each additional insured;

(iii) shall provide for severability of interests;

(iv) shall provide that an act or omission of one of the named insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other named insureds; and

(v) shall provide for contractual liability coverage with respect to the indemnity obligations set forth herein.

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(f) Each Owner agrees to furnish to the Owner of the Retail Parcels, a certificate(s) of insurance evidencing that the insurance required to be carried by such Owner is in full force and effect. The limits of such policies shall be reviewed by the Owner of the Retail Parcels and adjusted at least every five (5) years.

8. **VACANT BUILDINGS**. In the event that any building or improvement constructed on a For-Sale Retail Parcel or on a Condominium Parcel, to the extent that it is subject to the Condominium Declaration, becomes vacant and unoccupied, and is not appropriately maintained or policed for a period of three (3) consecutive months, the Owner of such Parcel (for purposes of this Section 8, the "**Non-Performing Owner**"), upon written demand of the Owner of the Retail Parcels, shall within 10 days of receipt of such demand cause the building to be appropriately maintained and policed, or shall raze and remove such building from the Non-Performing Owner's Parcel and shall either (i) replace such building with parking or other improvements or uses consistent with this Declaration, the Center and approved by the Owner of the Retail Parcels prior to their construction, or (b) landscape the Parcel in a manner acceptable to and approved by the Owner of the Retail Parcels. The Owner of the Retail Parcels agrees that if requested for the purposes of placing a bona fide Mortgage from an institutional lender from time to time upon an Owner's Parcel or portion thereof it will execute such documents as may be necessary to subordinate the provisions of this Section 8 to the lien of the mortgage so that the lien of the mortgage will be superior to this Section 8; provided, however, that the Owner of the Retail Parcels shall nevertheless have the right to maintain the exterior appearance of the Non-Performing Owner's Parcel in the event that the mortgage holder fails to do so and the Non-Performing Owner shall remain personally liable to the Owner of the Retail Parcels for the performance of the covenants imposed by this Declaration. Owner of the Retail Parcels shall not be liable or responsible to the Non-Performing Owner or any other person or entity for any losses or damages sustained by the Non-Performing Owner or any occupants of the Parcel or of anyone claiming by or under either an occupant or the Non-Performing Owner, unless such loss or damage arose from Owner of the Retail Parcels' willful misconduct or gross negligence in performing any such maintenance. The Non-Performing Owner agrees to promptly reimburse the Owner of the Retail Parcel for all reasonable costs of maintenance of the Non-Performing Owner's Parcel done for the Non-Performing Owner's account pursuant to this paragraph, and in the event the Non-Performing Owner fails to promptly reimburse Owner of the Retail Parcels for such costs, Owner of the Retail Parcels shall have all of the rights and remedies provided in Section 12(a) hereof.

9. **Liens.** In the event any mechanic's lien is filed against the Parcel of one Owner as a result of services performed or materials furnished for the use of another Owner, the Owner permitting or causing such lien to be so filed agrees to cause such lien to be discharged prior to entry of final judgment (after all appeals) for the foreclosure of such lien and further agrees to indemnify, defend, and hold harmless the other Owner and its Parcel against liability, loss, damage, costs or expenses (including reasonable attorneys' fees and costs of suit) on account of such claim of lien. Upon request of the Owner whose Parcel is subject to such lien, the Owner permitting or causing such lien to be filed agrees to either promptly cause such lien to be released and discharged of record by paying the indebtedness or post a bond or other security reasonably satisfactory to the Owner whose Parcel is subject to the lien. Nothing herein shall prevent an Owner permitting or causing such lien from contesting the validity thereof in any

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manner such Owner chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), Owner shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien.

10. **Casualty.**

If any of the building(s) or improvements located on any Parcel is damaged or destroyed by fire or other cause, the Owner of such building(s) shall promptly cause either: (i) the repair, restoration, or rebuilding of the buildings or improvements so damaged or destroyed, or (ii) the razing of any damaged building, the filling of any excavation, landscaping and performance of any other work necessary to put such portion of the Center in a clean, sightly and safe condition. Such Owner shall have the option to choose which of the foregoing alternatives to perform, but such Owner shall be obligated to perform one of such alternatives. Such Owner shall give notice to each other Owner within one hundred twenty (120) days from the date of such casualty of which alternative it elects.

11. **Casualty Insurance.** In order to assure performance of their respective obligations under Section 10, the Owners of the respective Parcels shall cause to be carried fire and extended coverage insurance on all buildings and improvements on their respective Parcels in the amount of the full replacement cost of such improvements. All such insurance shall otherwise conform to the provisions with respect to insurance contained in Section 7. All such insurance shall include provisions denying to the insurer subrogation rights against the other Owners to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each Owner hereby waives any rights of recovery against any other Owner, its directors, officers, employees, agents and tenants and occupants for any damage or consequential loss covered by said policies, against which such Owner is protected by insurance, to the extent of the proceeds payable under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the other Owner or its directors, officers, employees, tenants or occupants.

12. **DEFAULT.**

(a) **Events of Default.**

(i) The occurrence of any one or more of the following events shall constitute a material default and breach of this Declaration by an Owner (the "**Defaulting Party**"):

(A) The failure to make any payment required to the Owner of the Retail Parcels made hereunder within 10 days of the due date, or

(B) The failure to observe the Rules and Regulations within 30 days after the issuance of a notice by the Owner of the Retail Parcel.

(C) The failure to observe or perform any of the covenants, conditions or obligations of this Declaration, other than as described in (A) above, within 30 days after the issuance of a notice by another Owner (the "**Non-Defaulting Party**") specifying the nature of the default claimed.

(ii) With respect to any default under Section 12(a)(i)(B) above, the Owner of the Retail Parcels shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event the default shall constitute an emergency condition, the Owner of the Retail Parcels, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Owner of the Retail Parcels shall have the right to enter upon the Parcel of the Defaulting Party (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. Each Owner shall be responsible for the default of its permittees. In the event that the Owner of the Retail Parcels shall cure a default, the Defaulting Party shall reimburse the Owner of the Retail Parcels for all costs and expenses incurred in connection with such curative action, plus interest as provided herein, within 10 days of receipt of demand, together with reasonable documentation supporting the expenditures made.

(iii) With respect to any default under Section 12(a)(i)(C) above, any Non-Defaulting Party shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event the default shall constitute an emergency condition, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party shall have the right to enter upon the Parcel of the Defaulting Party (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. Each Owner shall be responsible for the default of its permittees. In the event that any Non-Defaulting Party shall cure a default, the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses incurred in connection with such curative action, plus interest as provided herein, within 10 days of receipt of demand, together with reasonable documentation supporting the expenditures made.

(iv) Sums due the Owner of the Retail Parcels pursuant to Sections 12(a)(i)(A) and 12(a)(ii) and costs and expenses accruing and/or assessed pursuant to Section 12(a)(iii) above shall constitute a lien against the Defaulting Party's Parcel. The lien shall be subordinate to any Mortgage affecting the subject Parcel; and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such Mortgage shall take title subject only to liens thereafter accruing pursuant to this Section 12. The lien shall attach and take effect only upon recordation of a claim of lien in the office of the Recorder of Deeds of Lake County, Illinois, by the Owner making the claim. The claim of lien shall include the following:

(1) The name of the lien claimant;

(2) A statement concerning the basis for the claim of lien and identifying the lien claimant as a curing Owner;

(3) An identification of the owner or reputed owner of the Parcel or interest therein against which the lien is claimed;

(4) A description of the Parcel against which the lien is claimed;

(5) A description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof; and

(6) A statement that the lien is claimed pursuant to the provisions of this Declaration, reciting the date of recordation and the recorded document number hereof. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing pursuant to Section 15(o) below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any manner allowed by law, including, without limitation, a suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State of Illinois.

(v) No waiver by any Owner of any default under this Declaration shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by a Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Declaration.

(vi) Each Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto or any other person violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to an Owner under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(b) **Default Interest.** Any time an Owner shall not pay any sum payable hereunder within five (5) days of the due date and within five (5) days after written notice thereof, such delinquent Owner shall pay interest on such amount from the due date to and including the date such payment is received by the Owner due such sum at the rate of three percent (3%) per annum in excess of the prime rate from time to time publicly announced by Chase Bank or its successor.

13. **ESTOPPEL CERTIFICATE.** The Owner of the Retail Parcels agrees that upon the written request (which shall not be more frequent than three (3) times during any calendar year), the Owner of the Retail Parcels will issue to such requesting Owner, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge that as of such date:

(i) That there are no defaults under this Declaration by the requesting Owner, or if there are known defaults, specifying the nature thereof;

(ii) whether this Declaration has been assigned, modified or amended in any way by it and if so, then stating the nature thereof; and

(iii) whether this Declaration is in full force and effect.

Such statement shall act as a waiver of any claim by the Owner of the Retail Parcels to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. Notwithstanding anything to the contrary, the issuance of an estoppel certificate shall in no event subject the Owner of the Retail Parcels to any liability whatsoever, notwithstanding its negligent or otherwise inadvertent failure to disclose correct or relevant information.

14. **CONDOMINIUM ASSOCIATION ACTING FOR UNIT OWNERS**

So long as any portion of the Condominium Parcel is subject to the provisions of the Act, all rights, easements and benefits under this Declaration appurtenant to or enjoyed by the Owner of the Condominium Parcel, and consents, waivers, approvals and appointments which may be granted by the Owner of the Condominium Parcel, shall be exercised by the Condominium Association on behalf of the Unit Owners, and in the event of any such action taken by the Condominium Association, the Unit Owners shall be bound as if the Unit Owners had expressly consented and agreed to such actions by the Condominium Association. Any action to enforce or defend rights, obligations, easements, burdens and benefits under this Declaration, or the right to settle and compromise any claims, on behalf of the Unit Owners, shall be taken on behalf of the Condominium Association and all Unit Owners, solely by the Condominium Association by its duly authorized officers acting pursuant to authority granted by law, the Condominium Declaration or resolution of the board of managers of the Condominium Association. Except as otherwise provided herein, any requirement for any Unit Owner to furnish a notice or deliver a document may also be performed by the Condominium Association. No Unit Owner or group of Unit Owners shall have the right to take any action under this Declaration or to enforce any of the rights, easements or privileges granted by this Declaration for the benefit of the Condominium Parcel or any part thereof. All obligations under this Declaration of the Owner of the Condominium Parcel shall be obligations jointly and severally of both the Condominium Association and all Unit Owners, and any lien arising against the Owner of the Condominium Parcel may be imposed against the Units of all Unit Owners based upon their percentages of interest in the common elements appurtenant to the Condominium Parcel.

15. **MISCELLANEOUS.**

(a) **Governing Law.** This Declaration shall be construed in accordance with the laws of the State of Illinois.

(b) **Severability.** If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Declaration; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

(c) **Time.** Time is of the essence of this Declaration.

(d) **No Waiver.** No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner or the failure of any Owner to insist upon strict performance of any of the terms, covenants or conditions hereof, shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Declaration by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration.

(e) **Force Majeure.** In the event any Owner or any other party shall be delayed or hindered in, or prevented from the performance of, any act required to be performed by such party by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war, or other reason beyond such party's reasonable control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the reasonable control of such party.

(f) **Covenants to Run with the Land.** Each and all of the easements, covenants, restrictions, conditions and provisions contained in this Declaration, whether of an affirmative or negative nature, shall bind the Owner of every Parcel within the Center; and inure to the benefit of each Owner and their respective successors and assigns.

(g) **Binding Effect.** Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by the Declarant shall run with the land for the benefit of the Parcels comprising the Center. Any transferee of any part of the Center shall automatically be deemed, by acceptance of the title to any portion of the Center, to have assumed all obligations of this Declaration relating thereto and to have agreed with the then Owner or Owners of all other portions of the Center to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Declaration and the transferor shall upon the completion of such transfer

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and upon the giving of written notice of such transfer to the other Owners shall be relieved of all further liability under this Declaration except liability with respect to matters that may have arisen during its period of ownership of the portion of the Center so conveyed that remain unsatisfied. The written notice of transfer shall include at least the name and address of the transferee and a copy of the legal description of the portion of the Center transferred.

(h) **Non-Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Center to the general public or for any public use or purpose whatsoever, it being the intention of the Declarants and its successors and assigns that nothing in this Declaration, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Declaration.

(i) **Responsibility.** Notwithstanding anything to the contrary contained in this instrument, each party bound by this Declaration shall be liable and responsible for the obligations, covenants, agreements, and responsibilities created by this Declaration and for any judgment rendered hereon only to the extent of its respective interest in its Parcel and the improvements thereon.

(j) **Term.** This Declaration shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on December 31, 2060; provided, however, that the easements referred to in Section 3 hereof and elsewhere shall continue in force and effect as provided therein. Upon termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except as mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

(k) **Right to Modify.**

(i) This Declaration may be terminated, extended, modified or amended by the Owners of all the Parcels in the Center their successors and assigns, by written agreement signed by the parties to be bound by the amendment and recorded in the Office of the Recorder of Deeds for Lake County, Illinois, provided that no such amendments or modifications will affect the rights of any mortgagee under a mortgage constituting a lien on a respective Parcel, nor shall any amendment, modification, extension or termination be effective against any mortgagee, subsequent to its securing title to its encumbered Parcel by foreclosure, or deed in lieu of foreclosure unless the mortgagee, shall have consented to such amendment or modification in writing. Notwithstanding the foregoing to the contrary, it is understood and agreed by the parties hereto and their successors and assigns that no amendment or modification of this Declaration nor any agreement to terminate this Declaration shall be effective without the prior written consent of Declarant or its successors and assigns so long as Declarant owns any portion of the Center.

(ii) Declarant reserves for itself the right and power to record a special amendment ("**Special Amendment**") to this Declaration at any time and from time to time which amends this Declaration to: (i) correct clerical or typographical errors; (ii) revise and/or add to the exhibits attached to this Declaration to reflect "as built" conditions; (iii) grant additional easements (including, without limitation, on, over, under, in, across, through and about the Condominium Parcel, before and after it becomes subject to the Act), as may be necessary, in either Declarant's sole judgment in order to effectuate maintenance, operation and administration of the Center or any portion thereof; (iv) provide for additional services to be furnished by one Owner to the other Owner and for the payment for such services; (v) make such other modifications of, or additions or deletions to, this Declaration as may be necessary, in either Declarant's sole judgment, in order to effectuate the Maintenance, operation and administration of the Property or any portion thereof; (vi) 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 Association, the Department of Veteran's Affairs, or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform) functions similar to those currently performed by such entities; (vii) induce any of the agencies or entities described in clause (vi) to make, purchase, sell, insure or guarantee first mortgages covering Units; and/or (viii) bring this Declaration into compliance with the Act. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Property, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to each Declarant to vote in favor of, make, execute and record Special Amendments. Each Special Amendment shall be recorded with the Recorder and shall be effective from and after the date of recording. The right of a Declarant to act pursuant to rights reserved or granted under this Section 15(k) shall terminate at such time as neither such Declarant, nor any person or entity having a direct or indirect ownership interest in Declarant as of the date hereof, nor any entity directly or indirectly owned by any such person or entity holds or controls title to any portion of the Center.

(l) **Mortgage Subordination.** Any Mortgage affecting any portion of the Center shall at all times be subject and subordinate to the terms of this Declaration, except to the extent expressly otherwise provided herein, and any party foreclosing any Mortgage, or acquiring title by deed in lieu of foreclosure shall acquire title subject to all of the terms and provisions of this Declaration. Declarant hereby represents and warrants that there is no presently existing Mortgage on the Land.

(m) **Remedies Cumulative.** All rights, privileges and remedies afforded the Owners by this Declaration shall be deemed cumulative and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege found herein.

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(n) **Retail Parcels Association.** If at any time title to the Retail Parcels is held by more than one Owner, the Owner of the Retail Parcels shall mean any association formed by the Owners of the Retail Parcels for the purpose of fulfilling their obligations hereunder.

(o) **Notices.** All notices, demands, elections or other communications required, permitted or desired to be served hereunder shall be in writing and shall be delivered in person or mailed as certified or registered mail, postage prepaid, return receipt requested, addressed as below stated:

For notices to the Owner of the Condominium Parcel:	Prairie Crossing Station Square Condominium Association c/o Kalman Management, Inc. P.O. Box 757 Libertyville, IL 60048 Attention: General Counsel
For notices to the Owner of the Retail Parcels:	Prairie Holdings Corporation 32400 N. Harris Road Grayslake, IL 60030 Attention: General Counsel
For notices to the Owner of Lot 4:	Prairie Holdings Corporation 32400 N. Harris Road Grayslake, IL 60030 Attention: General Counsel
For notices to the Owner of Lot 5:	Prairie Holdings Corporation 32400 N. Harris Road Grayslake, IL 60030 Attention: General Counsel

The foregoing notwithstanding, at such time as the Condominium Parcel is submitted to the Act, notices to the Owner of the Condominium Parcel shall be delivered or mailed, as aforesaid, to any officer, director or managing agent of the Condominium Association to such address as may appear in any public record instead of the addresses set forth above.

(p) So long as any portion of the Condominium Parcel remains subject to the Act, (i) the Owner of the Retail Parcels may, but shall not be obligated to, give personal notice to any Unit Owner, notice to the Condominium Association hereby being deemed sufficient and effective notice to all Unit Owners, and (ii) the Condominium Association alone shall be empowered to give notice on behalf of any or all Unit Owners under this Declaration, which notice shall be binding on such Unit Owners.

(q) Any notice mailed as aforesaid shall be deemed received three (3) business days after deposit in the United States mail, or upon actual receipt, whichever is earlier. Addresses for service of notice may be changed by written notice served as hereinabove provided at least thirty (30) days prior to the effective date of such address change. Nothing herein contained, however, shall be construed to preclude service of any notice in the same manner that service of a summons or legal process may be made.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Prairie Holdings Corporation, an Illinois Corporation as Declarant has Executed this Document this 29th day of June, 2006.

PRAIRIE HOLDINGS CORPORATION,
an Illinois Corporation

By: Victoria Post Ranney
Victoria Post Ranney, President

Mail To:
Karen Salmon
2400 Harris Rd.
Crystal Lake, 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 she signed, sealed and delivered said instrument as her free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of June, 2006.

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

Susan M DeGroot
Notary Public

Exhibit A

The Land

Lots 2, 3, 4 and 5 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.

Exhibit B

The Condominium Parcel

Lot 1, and Lot 2 (excepting therefrom that part of Lot 2 which lies above a horizontal plane having an elevation of 810.62 feet and which lies below a horizontal plane having an elevation of 821.50 feet) 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.

Together With Lot 3 (excepting therefrom that part of Lot 3 which lies above a horizontal plane having an elevation of 810.56 feet and which lies below a horizontal plane having an elevation of 821.72 feet) 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.

Exhibit C

The Retail Parcels

Lot 2 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, said lot described as follows: that part of said tract which lies above a horizontal plane having an elevation of 810.62 feet and which lies below a horizontal plane having an elevation of 821.50 feet.

Together With Lot 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 27, 2006 as Document 5938180, said lot described as follows: that part of said tract which lies above a horizontal plane having an elevation of 810.56 feet and which lies below a horizontal plane having an elevation of 821.72 feet.

Exhibit D

For-Sale Retail Parcels

Lots 4 and 5 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.

Exhibit E

Site Plan

(please see attached)

EXHIBIT E
SITE PLAN

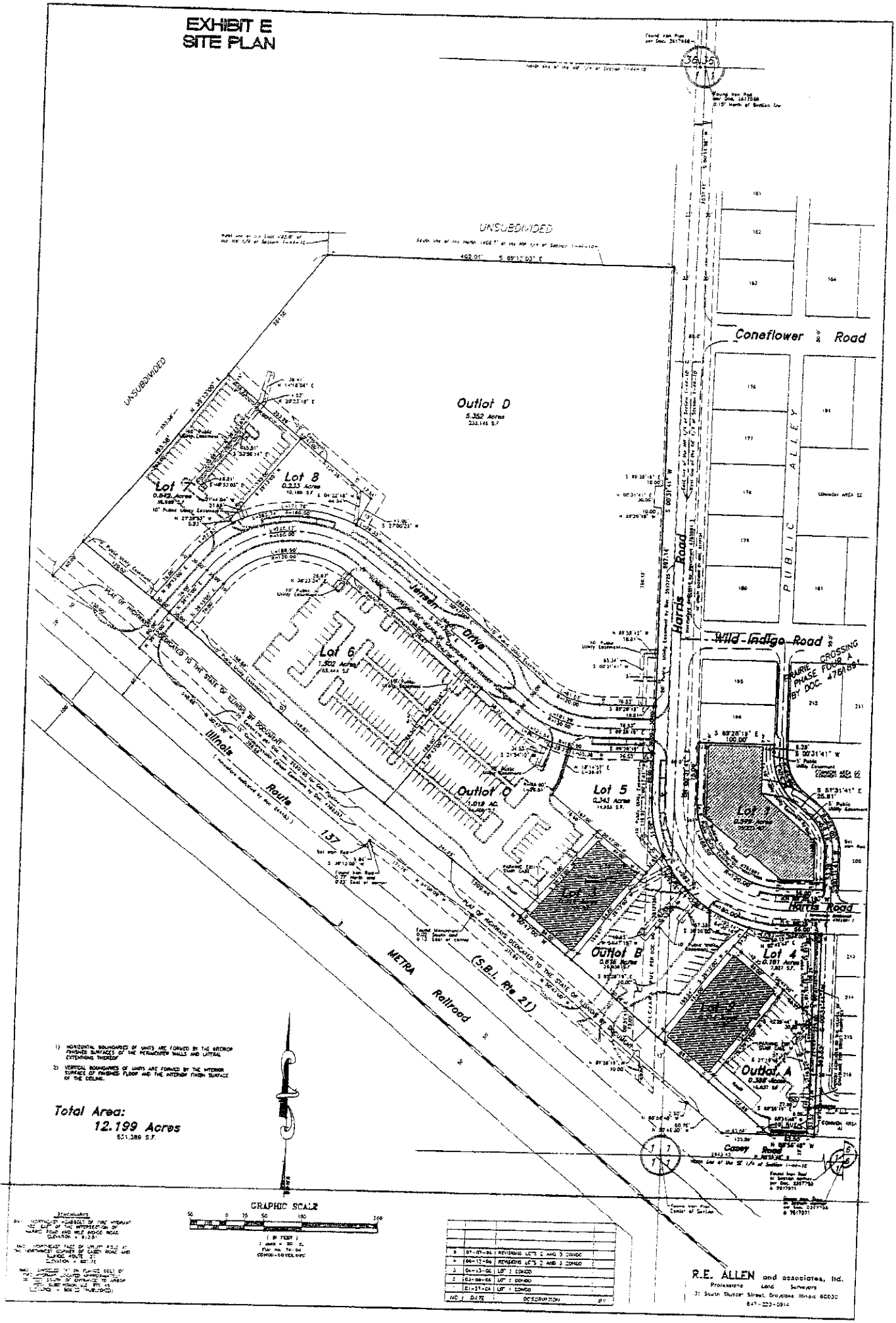


Exhibit F

Allocation of Shared Costs

		Owner of the Condominium Parcel	Owner of the Retail Parcel	Owner of Lot 4	Owner of Lot 5	TOTAL
1)	Maintenance, repair and replacement of roadways and driveways, parking lots, and street lighting. Snow removal on Outlots A, B, and C. Maintenance, repair and replacement of stormwater management facilities.	13%	42%	15%	30%	100%
2)	Maintenance, repair and replacement of sidewalks. Snow removal on sidewalks. Maintenance, repair and replacement of fountain and landscaping.	50%	25%	8.33%	16.67%	100%
3)	Maintenance, repair and replacement of Ramps. Maintenance, repair and replacement of the Parking Exit Staircases.	100%	0%	0%	0%	100%
4)	Maintenance, repair and replacement of monument and directional signage.	0%	50%	16.67%	33.33%	100%