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Suite 1800  
Chicago, Illinois 60601



Doc#: 0326719152  
Eugene "Gene" Moore Fee: \$88.00  
Cook County Recorder of Deeds  
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## MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND GRANT OF EASEMENTS

Address of Property:  
801 West Bartlett Road  
Bartlett, Illinois

PIN: 06-34-300-004-0000  
06-34-301-002-0000  
06-34-301-003-0000  
06-34-302-002-0000  
06-34-302-003-0000  
06-34-302-004-0000  
06-34-302-009-0000  
06-34-302-010-0000  
06-23-406-027-0000

RECORDING FEE 88 - 33 PGS  
DATE 9/24 COPIES 6  
OK BY N. Moore

F	88	A
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T		V
I	M.N.M.	

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## MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND GRANT OF EASEMENTS

**THIS MASTER DECLARATION OF COVENANTS, RESTRICTIONS AND GRANT OF EASEMENTS**, is made as of June 1, 2003, by **THE SISTERS OF ST. JOSEPH OF THE THIRD ORDER OF ST. FRANCIS, INC.**, an Indiana not-for-profit corporation ("SSJ-TOSF"), and the **REGENCY OAKS LIMITED PARTNERSHIP**, an Illinois limited partnership, by **KIMBALL HILL, INC.**, an Illinois corporation, its sole general partner ("Sub-Area "A" Owner"):

### WITNESSETH:

**WHEREAS**, SSJ-TOSF is the owner of the property legally described on Exhibit A attached hereto (the "Retained Land") consisting of approximately 50 acres and located within Cook County, Illinois; and

**WHEREAS**, Sub-Area "A" Owner is the owner of the property legally described on Exhibit B attached hereto ("Sub-Area "A")"; consisting of approximately 43 acres and located within Cook County, Illinois; and

**WHEREAS**, the Retained Land and Sub-Area "A" are collectively referred to herein as the "Property"; and

**WHEREAS**, SSJ-TOSF and Sub-Area "A" Owner wish to enter into this Declaration to provide for construction, maintenance, operation and common use of certain drainage facilities and pathways that have or will be constructed in the course of development of the Property and will be used in common by the present and future owners of the Property; and

**WHEREAS**, SSJ-TOSF and Sub-Area "A" Owner desire by this Declaration to provide for the development and efficient operation of the Property and to assure the harmonious relationship of the owners of the Retained Land and Sub-Area "A" by providing for and declaring certain reciprocal easements against and affecting the Property which will run with the Property, which will be binding upon each present and future owner of the Property or any portion thereof or interest therein and which will inure to the benefit of each present and future owner of the Property or any portion thereof or interest or estate therein; and

**WHEREAS**, SSJ-TOSF and Sub-Area "A" Owner further desire to grant, declare and establish certain reciprocal rights and benefits for and to impose certain duties and obligations upon, the present and future purchasers, owners, mortgagees, lessees and grantees of any of the Property, and upon all persons acquiring any interest therein; and

**NOW, THEREFORE**, SSJ-TOSF and Sub-Area "A" Owner hereby declare that the total Property and any portion thereof, is and shall be held, transferred, sold, conveyed, occupied, leased and mortgaged subject to the easements, uses, privileges, duties, obligations, charges and liens hereinafter set forth.

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## ARTICLE 1

### GENERAL

**1.1 Definitions.** The following words or phrases, when used in this Declaration, unless the context shall otherwise clearly indicate or provide, shall have the following meanings:

(a) "Construction Schedule" shall mean and refer to the construction schedule for construction of the Shared Improvements attached hereto as Exhibit D

(b) "Declaration" shall mean and refer to this Declaration, as amended from time to time, including all Exhibits hereto which are incorporated herein and made a part hereof by this reference.

(c) "Development Agreement" shall mean that certain Development Agreement dated July 2, 2002 by and between SSJ-TOSF and the Village that sets forth or references the terms, conditions, limitations and regulations applicable to and governing the zoning, subdivision, development, construction, use and maintenance of the Property and the improvements constructed in connection with or in furtherance of the development of the Property

(d) "Master PUD Conceptual Plan" shall mean the conceptual plan of development approved by the Master PUD Special Use Ordinance. Such conceptual plan consists of the following three components: (i) a depiction of Sub-Areas of land use; (ii) a bulk regulations table that sets forth land use and bulk regulation parameters for the various Sub-Areas within the Property, and (iii) a list of deviations and departures from the Village's Zoning Ordinance, Subdivision Ordinance, and Building Code.

(e) "Master PUD Special Use Ordinance" shall mean the ordinance adopted by the Village on July 16, 2002 as its Ordinance No. 2002-80 rezoning the Property to the Planned Development District, granting special use permits for a planned unit development in accordance with the Master PUD Concept Plan and to impact wetlands.

(f) "Owner" shall mean and refer to each and every person or entity who is record owner of fee simple title to, or leasehold interest in excess of forty (40) years in, any portion of the Property which is subject to this Declaration, except, however that the word Owner shall not include any person or entity who holds only a lien or security interest in any such portion of the Property, or subdivided part thereof, as security for the performance of any obligation specifically including, but not limited to, any mortgagee or trustee or beneficiary under a mortgage or deed of trust unless and until such mortgagee or beneficiary shall have acquired record legal title through foreclosure or any proceeding in lieu of foreclosure. Notwithstanding anything to the contrary contained in this definition, as to any portion of the Property subjected to subdivision restrictions or other similar restrictive documents pursuant to which a homeowners' association is created, the provisions of Section 5.14 of this Declaration shall apply.

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(g) "Shared Improvements" shall mean the central storm water detention facility, storm water outlet, and pedestrian trail depicted on the Shared Improvements Plan.

(h) "Shared Improvements Plan" shall mean the plans for Shared Improvements on the Property attached hereto as Exhibit C.

(i) "Sub-Area "A" Contemplated Use" shall mean the construction by Buyer on Sub-Area "A" of not more than 79 single family homes and development of ancillary utility, roadway, drainage and open space uses.

(j) "Sub-Area "A" Final Engineering Plan" shall mean the final engineering plan approved by the Village for Sub-Area "A" listed on Exhibit F hereto

(k) "Sub-Area "A" Final PUD Plat" shall mean the Final Plat of Regency Oaks Subdivision (Planned Unit Development) prepared by Manhard Consulting, Ltd. dated October 31, 2002, Sheet 1 last revised May 27, 2003, Sheet 2 last revised June 20, 2003, Sheet 3 last revised May 27, 2003, and Sheet 4 last revised May 20, 2003, approved by the Village for Sub-Area "A" on April 15, 2003 pursuant to Ordinance No. 2003-41.

(l) "Sub-Area "A" Improvements" shall mean the grading improvements, streets, utility improvements, buildings, walkways, landscaping, lighting, signage and other site improvements constructed or to be constructed by Sub-Area "A" Owner on Sub-Area "A" in furtherance of the development, use, occupancy and enjoyment of Sub-Area "A".

(m) "Sub-Area "A" PUD Special Use Ordinance" shall mean the ordinance adopted by the Village on July 16, 2002 as its Ordinance No. 2002-81, granting a special use permit for a single family planned unit development for Sub-Area "A" and approval of a preliminary PUD plat therefor.

(n) "Village" shall mean the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois.

## ARTICLE 2

### DECLARATION

This Declaration sets forth rights and obligations of the Owners of any portion of the Property. The Property and any portion thereof shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions hereinafter set forth, all of which are for the purpose of enhancing and protecting the development value, desirability and attractiveness of the Property. The easements, restrictions, covenants and conditions hereinafter set forth shall run with the Property and shall be appurtenant to each portion thereof and shall be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any portion

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thereof and their respective tenants, mortgagees, heirs, executors, administrators, legal representatives, successors and assigns.

## ARTICLE 3

### SHARED IMPROVEMENTS

**3.1 Shared Improvements.** Sub-Area "A" Owner shall construct the Shared Improvements (i) in accordance with the Shared Improvements Plan, (ii) within the timeframe set forth on the Construction Schedule, (iii) in a good and workmanlike manner, using new and/or first-class materials, and (iv) in compliance with all applicable laws, statutes, building codes and regulations of general application. Sub-Area "A" Owner shall coordinate all such construction with SSJ-TOSF in order to minimize to the fullest extent reasonably possible interference with the business operations of SSJ-TOSF and shall take any and all safety measures reasonably required to protect SSJ-TOSF from injury or damage caused by or resulting from its construction. SSJ-TOSF may impose reasonable rules and regulations on construction activity in order to minimize interference with its business and maintain the safety of the operations on the Retained Land. Prior to entry on the Retained Land, Sub-Area "A" Owner shall deliver or cause to be delivered to SSJ-TOSF from Sub-Area "A" Owner, and from every other person entering on Sub-Area "A" to perform work or services at Sub-Area "A" Owner's request, certificates of insurance naming SSJ-TOSF and such other persons as SSJ-TOSF shall designate as additional insureds and providing evidence of the issuance of insurance which shall be provided by an insurance company authorized to do business in the State of Illinois having a Policyholders Rating of at least A- and a Financial Rating of at least X as rated by the most recent edition of Best's Insurance Reports and with coverage and limits as set forth in Exhibit E attached hereto. Sub-Area "A" Owner shall not cause or permit any mechanic's liens, materialmen's liens or other liens to be recorded against the Property as a result of such construction. As its contribution towards the costs of designing and constructing the Shared Improvements, SSJ-TOSF shall pay Sub-Area "A" Owner \$290,673.33 within thirty (30) days after (i) the Shared Improvements have been substantially completed and approved by the Village, and (ii) Sub-Area "A" Owner has delivered to SSJ-TOSF a contractor's sworn statement, lien waivers, invoices and such other documentation as SSJ-TOSF may reasonably require to confirm the costs and lien free completion of the Shared Improvements. Other than such contribution by SSJ-TOSF, Sub-Area "A" Owner shall be responsible for all other costs of designing and constructing the Shared Improvements. Sub-Area "A" Owner shall indemnify, defend and hold SSJ-TOSF and its Affiliates harmless from and against any and all damages, losses, costs, liabilities, judgments, claims and expenses (including, without limitation, attorneys' fees) incurred by or imposed upon SSJ-TOSF or its Affiliates as a result of the acts or omissions of Sub-Area "A" Owner or its agents, contractors and employees pursuant to this Section 3.1.

**3.2 Construction/Drainage Easement.** SSJ-TOSF, for itself, its successors, beneficiaries, grantees and assigns, hereby reserves, grants, creates and declares to the Sub-Area "A" Owner a non-exclusive, irrevocable and perpetual easement over, across and upon the area

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described on Exhibit G attached hereto to construct the Shared Improvements and to connect to the central storm water detention facility and storm water outlet constructed in accordance with the Shared Improvement Plan and to use such central storm water detention facility and storm water outlet for the flow of run-off water; provided that such use shall not, in the aggregate exceed the capacity of the central storm water detention facility and storm water outlet as shown on the Shared Improvement Plan.

**3.3 Trail Easement.** SSJ-TOSF, for itself, its successors, beneficiaries, grantees and assigns, hereby reserves, grants, creates and declares to the Sub-Area "A" Owner a non-exclusive, irrevocable and perpetual easement for pedestrians over, across and upon the area described on Exhibit H hereto to utilize the pedestrian trail constructed in accordance with the Shared Improvement Plan.

**3.4 Relocation/Modification.** Upon completion of the Shared Improvements, SSJ-TOSF shall be permitted to modify or relocate the Shared Improvements at its sole cost and expense; provided that SSJ-TOSF may not prohibit or impede the flow of storm water run-off existing from Sub-Area "A" or modify the storm drainage system located on its portion of the Property in a manner injurious to the Sub-Area "A" Owner, subject to approval by the Village Engineer.

**3.5 Maintenance of Shared Improvements.** Upon completion of the Shared Improvements, SSJ-TOSF shall keep and maintain the Shared Improvements in a clean, sightly, safe, unobstructed good and usable condition, including any necessary replacements.

**3.6 Sharing of Maintenance Costs.** In addition to other costs and expenses for which the Sub-Area "A" Owner may be responsible under this Declaration, the Sub-Area "A" Owner shall reimburse SSJ-TOSF for thirty-nine percent (39%) of the Costs (as defined below) incurred by SSJ-TOSF pursuant to Section 3.5 above. "Costs" shall mean all costs and expenses incurred by the SSJ-TOSF in the performance of its operation, maintenance, repair, replacement and other obligations under Section 3.5 of this Declaration, including, but not limited to, (i) costs of all labor and materials, (ii) utilities provided, (iii) real estate taxes for the area subject to the Shared Improvements, (iv) casualty, public liability, workers' compensation, builder's risk or other insurance carried by the SSJ-TOSF, (v) SSJ-TOSF's exercise of its rights and remedies under this Declaration; and (vi) reasonable reserves for costs of major maintenance, repair and replacement. All reserves shall be held in a segregated account for the purpose specified. Prior to the commencement of each calendar year, or as soon thereafter as reasonably possible, SSJ-TOSF shall prepare and furnish to Sub-Area "A" Owner an annual budget for the ensuing calendar year. Such budget shall take into account the estimated Costs and amount and timing of cash requirements for the year. The annual budget shall also take into account any amounts by which assessments collected during the preceding year exceeded or were less than expenditures for the preceding year plus reasonable reserves. Such budget shall be subject to the review and approval of the Sub-Area "A" Owner, which approval shall not be

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unreasonably withheld or delayed. If such approval is not obtained by January 1 of any year, SSJ-TOSF shall operate under the prior years budget with each line items increased by five percent (5%) until such time as the parties agree on a budget for the current year.

Upon approval of the budget, SSJ-TOSF shall issue a statement of estimated Costs for a calendar year based on the budget, setting forth the Sub-Area "A" Owner's proportionate share of such estimated Costs, and the Sub-Area "A" Owner shall, in such event, pay such estimated amount on the later of thirty (30) days after such statement is received and the first day of such year. If revenues of SSJ-TOSF for any calendar year exceed the total expenses for such year and reasonable reserves, then such excess shall not be refunded but shall be credited against the succeeding year's assessments. If there is a deficit, the Sub-Area "A" Owner shall pay its proportionate share of such deficit. If requested by Sub-Area "A" Owner, SSJ-TOSF shall permit Sub-Area "A" Owner to audit at Sub-Area "A" Owner's expense the Costs and assessments therefor in any year, and SSJ-TOSF shall reasonably cooperate with such audit. In order to insure the Sub-Area "A" Owner's payment of all amounts owed by the Sub-Area "A" Owner under this Section 3.6 or elsewhere in this Declaration, SSJ-TOSF shall have the right, in addition to all other legal rights and remedies, to assert and record a lien against Sub-Area "A" and to foreclose the same in accordance with the provisions of Section 3.7. The Sub-Area "A" Owner may not waive or otherwise avoid liability for an assessment or charge as provided for herein by nonuse of facilities or an easement or abandonment or transfer of Sub-Area "A".

**3.7 Delinquent Assessments.** Any assessments or charges which are not paid when due shall be delinquent. If the Sub-Area "A" Owner fails to pay any assessment or charge within (5) days of its due date, the Sub-Area "A" Owner, in addition to the Default Rate of Interest (hereinafter defined), shall be liable for a late payment and administrative expense charge equal to ten percent (10%) of the amount of the unpaid assessment or charge. In addition to the foregoing and in addition to all other legal and equitable rights and remedies, SSJ-TOSF may (i) bring an action at law against the Sub-Area "A" Owner to pay the assessment or charge and (ii) foreclose the lien created in favor of SSJ-TOSF by a proceeding in equity and (iii) collect in said action or through said proceeding the delinquent assessment or charge, together with the Default Rate of interest thereon, the aforesaid late payment and administrative expense charge and the costs of collection and reasonable attorneys' fees of any such action or proceeding.

**3.8 SSJ-TOSF's Lien.** The lien provided for under Section 3.6 shall secure the payment of the amounts owed, the Default Rate of Interest thereon, the late payment and administrative expense charge described in Section 3.7 and the costs and reasonable attorneys' fees described in Section 3.7 (iii). The lien for any assessment or charge provided for in this Declaration shall be subordinated to the lien held by any mortgagee; provided, however, that such subordination shall apply only to the assessments and charges which have become due and payable prior to a sale or transfer of such portion of the Sub-Area "A" pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve the such portion of Sub-Area "A" from the lien for any assessments or charges thereafter becoming due nor from the lien of any subsequent assessments or charges. For the purposes hereof, the term "Default Rate of Interest" shall be two percent (2%) per annum above that rate of interest, from time to time announced by The Bank One as its "corporate base rate" (or similar reference rate

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used for commercial loans by such bank if the corporate base rate no longer exists), but in no event less than the judgment rate of interest in the State of Illinois.

**3.9 Self-Help; Owner's Lien.** In the event at any time any Owner fails to perform its obligations under this Declaration (other than the payment of money), or fails to pay any and all charges or any other sum for which such Owner is responsible pursuant to this Declaration (other than delinquent assessments described in Section 3.7) which could result in liability to an Owner or a lien against an Owner's property or otherwise materially and adversely affect use of an easement described in this Declaration, then the affected Owner shall immediately notify the party so failing to perform or pay ("Non-Performing Party") in writing of such failure. If the Non-Performing Party fails to cure such default within ten (10) days of receipt of such notice or, if such default (other than a default in the payment of money) cannot be cured within ten (10) days and the Non-Performing Party has commenced curing such default within said ten (10) day period and diligently pursues such cure to completion within such reasonable time necessary to complete such cure, then the affected Owner, individually or in conjunction with any other Owner or Owners shall have the right to perform the obligations which the Non-Performing Party has failed to perform and pay any and all costs and charges associated therewith, or pay any charges or other sum which have remained unpaid by the Non-Performing Party. In such event, the Owner or Owners who have made such payment shall be entitled to assess directly those Owners who would otherwise have been responsible for payment (through assessments or direct obligation to pay) had the Non-Performing Party performed for the charges, fees, costs and expenses incurred by such Owner or Owners in connection therewith as if it were SSJ-TOSF under this Article 3. The Owners incurring such costs and expenses shall notify the other Owners in writing of the amounts and charges payable. In order to insure the payment of the foregoing amounts paid or incurred by such performing Owners, the Owners incurring such amounts shall have the right, in addition to all other legal rights and remedies, to assert and record a lien against any and all property then owned by the delinquent Owners within the Property and to foreclosure the same in the same manner with the same rights and remedies, including subordination, as provided for SSJ-TOSF's enforcement of its lien against an Owner as set forth in Sections 3.6, 3.7 and 3.8 above.

**3.10 Village Right to Enforce.** If SSJ-TOSF fails to maintain Shared Improvements as required hereunder, the Village of Bartlett, Illinois ("Village") shall have the right, but not the obligation, to enter upon the Property and/or the Retained Land for the purpose of enforcing the foregoing maintenance responsibility, at the expense of the Owners of the Property and/or the Retained Land, as the case may be. SSJ-TOSF and Sub-Area "A" Owner agree to file all consents and documents necessary for the Village to establish a special service area covering the Property and portions of the Retained Land within which the Shared Improvements are to be installed and constructed, and to pay for the future maintenance and repair of the Shared Improvements; provided that no special service area taxes shall be levied by the Village unless SSJ-TOSF fails to adequately maintain or repair the Shared Improvements.



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## ARTICLE 4

### LAND USE AMENDMENTS

**4.1 SSJ-TOSF Land Use Amendments.** Sub-Area "A" Owner acknowledges that, from time to time after the date hereof, SSJ-TOSF or an Affiliate of SSJ-TOSF may seek to obtain (i) amendments to the Development Agreement, Master PUD Conceptual Plan and Master PUD Special Use Ordinance, (ii) special use permits for the Retained Lands, (iii) plan and plat approvals for the Retained Lands and/or (iv) other governmental approvals desirable for development of the Retained Lands (collectively "Subsequent Approvals"). As the owner of Sub-Area "A" at the time any such Subsequent Approvals may be sought, the approval of any such Subsequent Approvals by Sub-Area "A" Owner may be required by SSJ-TOSF or its Affiliate(s), the Village or other governmental authority, which approval of Sub-Area "A" Owner shall not be unreasonably withheld or delayed. Sub-Area "A" Owner agrees to give its written consent, if so requested by SSJ-TOSF or its Affiliate(s), to any such Subsequent Approvals which relate to the Retained Land, provided that such Subsequent Approvals do not materially adversely impact upon (i) the Sub-Area "A" Contemplated Use, (ii) construction of the Sub-Area "A" Improvements, or (iii) Sub-Area "A" Owner's access to Sub-Area "A".

**4.2 Sub-Area "A" Land Use Amendments.** Sub-Area "A" Owner specifically acknowledges and agrees that, for so long as SSJ-TOSF (or any Affiliate of SSJ-TOSF) retains any interest in the Retained Lands, before processing any application or petition therefor with the Village, Sub-Area "A" Owner must first obtain the written approval of SSJ-TOSF with respect to (i) any amendments to the Development Agreement, Master PUD Conceptual Plan or Master PUD Special Use Ordinance, and (ii) any amendment to the Sub-Area "A" PUD Special Use Ordinance, Sub-Area "A" Final PUD Plat or Sub-Area "A" Final Engineering Plan that could have a material adverse impact on the use or development of the Retained Lands, including, without limitation, any changes to the fifty (50) foot tree Perimeter Conservation Buffer Area Easement that acts as a buffer between Sub-Area "A" and the Retained Lands, any change permitting any use of Sub-Area "A" other than single family home, any change related to the drainage of the Property, and, until certificates of occupancy have been issued for homes on at least seventy-five percent (75%) of the lots depicted on the Sub-Area "A" Final PUD Plat, any increase in the number of lots in Sub-Area "A". Any substantive changes to the nature of such applications or petitions which arise during said Village's approval process shall be promptly brought to SSJ-TOSF's attention, in writing, and the same shall be similarly subject to the written approval thereof by SSJ-TOSF.

**4.3 Future Easements.** Sub-Area "A" Owner agrees to grant SSJ-TOSF such future easements as may be desirable by SSJ-TOSF over Sub-Area "A" in order to develop the Retained Land; provided, however, that no such easement shall have a material adverse impact on the development of Sub-Area "A".

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## ARTICLE 5

### MISCELLANEOUS

**5.1 Indemnity and Insurance.** The Sub-Area "A" Owner shall indemnify and hold harmless the SSJ-TOSF, its beneficiaries and their agents from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from the Sub-Area "A" Owner's negligent use or exercise of the rights granted to the Sub-Area "A" Owner hereunder, except to the extent any such liability, loss, damage, costs or expenses arise from the acts of the SSJ-TOSF.

The SSJ-TOSF shall indemnify and hold harmless the Sub-Area "A" Owner, its beneficiaries and their agents from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from the SSJ-TOSF's negligent use or exercise of the rights granted to the SSJ-TOSF hereunder, except to the extent any such liability, loss, damage, costs and expenses arises from the acts of the Sub-Area "A" Owner.

Each party shall carry at all times, with respect to the Property owned by it, commercial general public liability insurance, including contractual liability, in an amount not less than Five Million Dollars (\$5,000,000.00) combined single limit per occurrence or such higher limit as the other party may reasonably request and procure for its own policy. Such insurance shall name the other party as an additional insured. Each party, from time to time upon the request of the other party, shall furnish to the other party policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled or allowed to expire without at least thirty (30) days' prior written notice to each party hereto.

**5.2 Force Majeure; Interruption of Services.** If either party hereto fails to perform in a timely manner any of the obligations to be performed by such party under this Declaration, and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party (or such other party's employees, agents, licensees, invitees or contractors) or any other cause beyond the reasonable control of the non-performing party, then the non-performing party shall not be deemed in default hereunder as a result of such failure. The foregoing shall not excuse any failure to make any payment of money in a timely manner.

**5.3 Amendments.** This Declaration may be amended in whole or in part only by, or with the written agreement of the SSJ-TOSF and the Sub-Area "A" Owner, and the consent of the holders of record of any first mortgages on the Property which are subordinate to this Declaration, such agreement and consent to be evidenced by a document in writing bearing each of their signatures, to be recorded in the Office of the County Clerk of Cook County, Illinois, or

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other place as may be required by law at the time such document is recorded. Any amendment affecting the rights or obligations of the Village hereunder must be approved in writing by the Village, which approval shall not be unreasonably withheld. The consent of no other party shall be required.

**5.4 Validity and Severability.** Violation of or failure to comply with any covenant, condition or restriction contained in this Declaration shall not affect the validity of any mortgage, deed of trust or other similar security instrument on any portion of the Property. Invalidation of any one or more of such covenants, conditions and restrictions, or any portions thereof, by a judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect. In the event any provision of this Declaration requires an act which would violate any law, ordinance or regulation promulgated by any governmental body having jurisdiction, then the action so required hereunder shall be excused and such law, ordinance or regulation shall control.

**5.5 Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.

**5.6 Notices.** All notices, requests, consents and other communications required or permitted under this Declaration shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger, courier service or express mail, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

With a copy to:

The Sisters of St. Joseph of the Third Order of  
St. Francis, Inc.  
1300 Maria Drive  
Stevens Point, Wisconsin 54481  
Attention: Sr. Jeanne Conzemius, President

Piper Rudnick  
Suite 1500  
203 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Peter B. Ross, Esq.

Kimball Hill, Inc.  
5999 New Wilke Road  
Building 5  
Rolling Meadows, Illinois 60008  
Attention: Russell R. Vogel

Holland & Knight  
131 North Dearborn Street  
30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: James A. Moehling, Esq.

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal

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delivery or express mail, (b) on the date of transmission with confirmed answer back if by facsimile, and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

**5.7 Approvals.** No approval, consent or waiver by any Owner pursuant to the provisions hereof shall be effective unless in writing.

**5.8 Persons Subject to Declaration.** All present and future Owners and occupants of the Property shall be subject to, and shall comply with, the provisions of this Declaration, as it may be amended from time to time. Acceptance of a deed of conveyance, or the entering into a lease, or the entering into occupancy of any portion of the Property shall constitute an agreement that the provisions of this Declaration, as the same may be amended from time to time, are binding on such Owner or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any Owner or occupant having at any time any interest or estate in such portion of the Property, as though such provision were recited and stipulated at length in each and every deed, conveyance or lease.

**5.9 Estoppel Certificate.** Upon written request of any Owner, any other Owner who may have a lien or have exercised its rights under Article 3 shall state (i) the total of any unpaid amounts, if any, owed by an Owner, (ii) whether or not said Owner is then in default for failure to perform any of its obligations under this Declaration, and (iii) whether or not a lien has been asserted against the Owner's portion of the Property. The requesting party shall pay any reasonable charge (which may include any payment of reasonable attorney's fees) required by the Owner of whom the statement was required as a condition to issuance of any such statement.

**5.10 Abandonment.** Easements described hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of portions of the improvements on the Property unless the Owner benefited by such easement states in writing its intention to abandon such easement.

**5.11 Governing Law.** This Declaration shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of Illinois, including without limitation matters affecting title to all real property described herein.

**5.12 No Third Party Beneficiary; No Partnership.** This Declaration is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity, including the public, as a third party beneficiary or under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise. The Owners shall not be deemed to be partners or joint venturers of one another.

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**5.13 Transfer of Owner's Interest.** Subject to Section 5.14, if an Owner shall sell, assign, transfer, convey or otherwise dispose of all or a portion of its interest in the Property (other than as security for a loan to such Owner), then (a) such Owner shall be entirely freed and relieved of any and all covenants and obligations arising under this Declaration, with respect to such portion of the Property disposed, which accrue under this Declaration from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in all or a portion of the Property, and (b) the person or entity who succeeds to Owner's interest in such portion of the Property shall be deemed to have assumed any and all of the covenants and obligations arising under this Declaration of such Owner.

**5.14 Homeowners' Association Acting for Members.** As to any portion of the Sub-Area "A" subjected to subdivision restrictions or other similar restrictive documents ("Subjected Property") pursuant to which a homeowners' association (the "Owners' Association") is created, all rights, easements and benefits under this Declaration appurtenant to or enjoyed by such Subjected Property shall be exercised by the Owners' Association formed for purposes of administering such on behalf of the members of the Owners' Association, except for easements which by their nature are exercisable only by the members individually. Any action to enforce rights, obligations, easements, burdens and benefits under this Declaration on behalf of the members or the Owners' Association or to amend this Declaration shall be taken on behalf of all members and the Owners' Association solely by the Owners' Association by its duly authorized officers acting pursuant to authority granted by law or restrictive document or resolution of the governing board of the Owners' Association. Whenever the governing board of the Association gives its acknowledgment, consent, understanding, or agreement with respect to this Declaration, or whenever any notice is served or delivered to such governing board pursuant to this Declaration, such acknowledgment, consent, understanding, agreement, service or delivery shall be deemed to also have been given or received by each member of the Owners' Association and shall be absolutely binding on each member. All obligations of the Owner of such Subjected Property or portion thereof shall be the obligations jointly and severally of both the Owners' Association and the members so long as such property is Subjected Property. Notices to a member or members shall be effective if given either to the Owners' Association or to members and notices from a member or members shall be given by the Owners' Association. To the extent any Subjected Property exists, the respective Owners' Association will collect any costs assessed against Owners pursuant to this Declaration from its members as common expenses in the same manner and at the same time as it collects other common expenses from its members.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first above written.

Attest:

**THE SISTERS OF ST. JOSEPH OF THE  
THIRD ORDER OF ST. FRANCIS, INC.,** an  
Indiana not-for-profit corporation

By: Sister Joanne Skalski

By: Sister Jeanne Conzemius

Printed Name: SISTER JOANNE SKALSKI

Printed Name: Sister Jeanne Conzemius

Title: SECRETARY

Title: President

**THE REGENCY OAKS LIMITED  
PARTNERHSIP,** an Illinois limited partnership

By: KIMBALL HILL, INC., an Illinois  
corporation, its sole general partner

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first above written.

Attest:

**THE SISTERS OF ST. JOSEPH OF THE  
THIRD ORDER OF ST. FRANCIS, INC.**, an  
Indiana not-for-profit corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_


Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**REGENCY OAKS LIMITED PARTNERHSIP**,  
an Illinois limited partnership

By: **KIMBALL HILL, INC.**, an Illinois  
corporation, its sole general partner

By:  \_\_\_\_\_

Printed Name: **David K. Hill**

Title: **Chairman and CEO**

**UNOFFICIAL COPY**

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

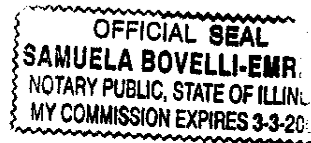
I, Samuela Bovelli-Emrich, a notary public in and for the County and State aforesaid, do hereby certify that Sr. Jeanne Conzemius and Sr. Joanne Skalski, personally known to me to be the President and Secretary of THE SISTERS OF ST. JOSEPH OF THE THIRD ORDER OF ST. FRANCIS, INC., an Indiana not-for-profit corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Declaration, appeared before me this day in person and acknowledged that they signed and delivered said Declaration as President and Secretary of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20<sup>th</sup> day of May, 2003.

Samuela Bovelli-Emrich  
 Notary Public

My Commission Expires:

3-3-2007





# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Deborah S. Byerly, a notary public in and for the County and State aforesaid, do hereby certify that David K. Hill, personally known to me to be the **Chairman and CEO** of Kimball Hill, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing Declaration, appeared before me this day in person and acknowledged that he signed and delivered said Declaration as **Chairman and CEO** of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, in its capacity as general partner of The Regency Oaks Limited Partnership, an Illinois limited partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27<sup>th</sup> day of May, 2003.



Deborah S. Byerly  
Notary Public

My Commission Expires:

3-23-2007

COOK County Clerk's Office

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## CONSENT OF MORTGAGEE

RBC Centura Bank, a North Carolina banking corporation, by its duly authorized officer, and as holder of a Note secured by a Mortgage recorded JUNE 12, 2003 in the office of the Recorder of Deeds of Cook County as document number 0316326101, hereby consents to the recording of this Master Declaration of Easements.

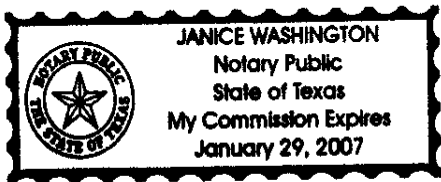
RBC Centura Bank, a North Carolina banking corporation

By: Betty Orda  
Its Vice President

State of Texas        )  
                                  ) SS  
County of Harris    )

The undersigned, Janice Washington as notary public hereby certifies that personally appeared before me Betty Orda-VP, who executed this instrument as <sup>her</sup> his own free and voluntary act and the free and voluntary act of RBC Centura Bank, a North Carolina banking corporation for the purposes therein set forth.

In witness whereof I have hereto put my hand and seal this May 27, 2003.



Janice Washington  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION OF RETAINED LAND

THAT PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING PARTS OF LOTS 25, 26, 30, 31, 32, 38, 39 AND 43 IN THE COUNTY CLERKS DIVISION OF UNSUBDIVIDED LANDS IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 34; THENCE SOUTH 00°20'18" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 50.02 FEET TO THE SOUTH RIGHT OF WAY OF WEST BARTLETT ROAD AS MONUMENTED AND OCCUPIED; THENCE NORTH 88°42'27" EAST ALONG SAID SOUTH RIGHT OF WAY OF WEST BARTLETT ROAD, 814.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD FOR THE FOLLOWING FOUR (4) COURSES; (1) THENCE NORTH 88°42'27" EAST, 69.60 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTH, HAVING A RADIUS OF 1818.56 FEET, AN ARC DISTANCE OF 849.47 FEET (THE CHORD THEREOF BEARING SOUTH 77°54'38" EAST) TO A POINT OF TANGENCY; (3) THENCE SOUTH 64°31'44" EAST, 366.04 FEET TO A POINT OF CURVATURE; (4) THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 3012.72 FEET, AN ARC DISTANCE OF 737.78 FEET (THE CHORD THEREOF BEARING SOUTH 71°32'32" EAST) TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 55.00 FEET OF THE WEST 150.00 FEET OF LOT 43, AFORESAID, SAID LAST DESCRIBED WEST LINE ALSO BEING THE WEST LINE OF LAND DEDICATED FOR PUBLIC USE PER DOCUMENT NUMBER 004611541 RECORDED JUNE 22, 2000; THENCE SOUTH 00°00'15" EAST ALONG SAID LAST DESCRIBED WEST LINE, 471.85 FEET TO THE SOUTH LINE OF SAID LOT 43; THENCE SOUTH 88°51'55" WEST ALONG SAID LAST DESCRIBED SOUTH LINE, 85.02 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, AFORESAID; THENCE SOUTH 00°00'15" EAST ALONG SAID LAST DESCRIBED EAST LINE, 379.35 FEET TO THE SOUTH LINE OF THE NORTH 46 ACRES OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE SOUTH 88°42'03" WEST ALONG SAID LAST DESCRIBED SOUTH LINE, 1329.73 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SECTION 34; THENCE SOUTH 00°10'00" WEST ALONG SAID LAST DESCRIBED WEST LINE, 523.11 FEET; THENCE NORTH 38°12'07" WEST, 209.50 FEET; THENCE NORTH 63°09'21" WEST, 111.85 FEET; THENCE NORTH 07°46'50" WEST, 233.88 FEET; THENCE NORTH 01°18'55" WEST, 85.39 FEET; THENCE NORTH 09°16'30" WEST, 85.42 FEET; THENCE NORTH 17°17'17" WEST, 85.99 FEET; THENCE NORTH 24°59'38" WEST, 82.41 FEET; THENCE NORTH 27°25'33" WEST, 69.96 FEET; THENCE NORTH 26°21'20" WEST, 58.64 FEET; THENCE NORTH 01°55'45" WEST, 59.59 FEET; THENCE NORTH 05°00'33"

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EAST, 46.41 FEET; THENCE NORTH 33°53'43" EAST, 65.04 FEET; THENCE NORTH 37°07'12" EAST, 70.18 FEET; THENCE NORTH 27°22'35" EAST, 104.57 FEET; THENCE NORTH 07°18'44" EAST, 113.72 FEET; THENCE NORTH 13°12'37" WEST, 113.68 FEET; THENCE NORTH 33°44'51" WEST, 113.67 FEET; THENCE NORTH 48°07'56" WEST, 70.18 FEET; THENCE NORTH 43°59'26" WEST, 70.00 FEET; THENCE NORTH 41°20'42" WEST, 60.44 FEET; THENCE NORTH 21°27'22" WEST, 51.68 FEET; THENCE NORTH 00°28'40" EAST, 51.86 FEET; THENCE NORTH 01°17'33" WEST, 214.25 FEET TO THE POINT OF BEGINNING, CONTAINING 49.775 ACRES, MORE OR LESS.

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## EXHIBIT B

### LEGAL DESCRIPTION OF SUB-AREA "A"

LOTS 1 TO 19, BOTH INCLUSIVE, AND LOTS 21 TO 83, BOTH INCLUSIVE, IN THE FINAL PLAT OF REGENCY OAKS SUBDIVISION A PLANNED UNIT DEVELOPMENT RECORDED AUGUST 7, 2003 AS DOCUMENT NO. 0321918004 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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## EXHIBIT C

### SHARED IMPROVEMENTS PLAN

Project Name: Immaculata Development  
 Project Number: 02-4889

#### **Shared Improvements Sheet List**

##### Regency Oaks Landscape Plan

By Gary R. Weber Associates, Inc. – Dated 2/4/03

Sheet 1

Sheet 2

##### Regency Oaks Subdivision

By Manhard Consulting, Inc. – Dated 1/24/03

- 5 General Layout
- 9 Grading Plan – East
- 13 Concept Grading/Drainage Plan – East
- 16 Soil Erosion and Sediment Control Plan
- 22 Construction Specifications
- 23 Construction Details
- 24 Construction Details

#### **Sub Area A Final Engineering Plans Sheet List**

##### Regency Oaks Landscape Plan

By Gary R. Weber Associates, Inc. – Dated 2/4/03

Sheets 1-3

##### Regency Oaks Subdivision

By Manhard Consulting, Inc. – Dated 8/30/02  
 Last Revised 6/23/03

Sheets 1-25

6 Benches at Perimeter

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## EXHIBIT D

### CONSTRUCTION SCHEDULE

	<u>Commencement Date</u>	<u>Completion Date</u>
TREE CLEARING	7/1/03	8/1/03
MODEL EARTHWORK	8/1/03	8/28/03
MODEL UNDERGROUND	8/28/03	9/25/03
MASS EARTHWORK	8/1/03	8/28/03
SANITARY SEWER	8/28/03	9/25/03
WATERMAIN	9/25/03	10/08/03
STORM SEWER	10/08/03	10/29/03
SERVICES	10/29/03	11/13/03
BASIN C SITE WORK	11/01/03	12/01/03
BASIN C LANDSCAPING	04/01/03	06/01/03
CURB & GUTTER	11/13/03	11/20/03
STONE BASE / BAM	11/20/03	11/29/03
BINDER	11/29/03	12/10/03
STREET LIGHTS	12/10/03	12/24/03
GAS MAIN	12/24/03	1/10/04
UNDERGROUND ELECTRIC	12/3/03	3/15/04
FIRST LOTS AVAILABLE	12/3/03	

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## EXHIBIT E

### INSURANCE

(i) Worker's Compensation Insurance. Worker's compensation insurance shall be carried for all employees whom Sub-Area "A" Owner may employ in the development of the Shared Improvements. The insurance shall comply with all State of Illinois and federal requirements as may relate to worker's compensation insurance. Employer's liability insurance shall also be provided for both bodily injury and disease may arise out of the employment of any person involved in work under this Agreement. Sub-Area "A" Owner shall waive any and all right of subrogation against the SSJ-TOSF.

<u>LIMITS:</u>	\$500,000.00 each accident
	\$500,000.00 each disease
	\$500,000.00 policy limit on disease

(ii) Automobile Liability Insurance. Automobile liability insurance shall be carried in the Sub-Area "A" Owner's name to cover any liability arising out of the use of any automobile, in the combined single limit of \$1,000,000.00 for both bodily injury and property damage, with a deductible for bodily injury and property damage liability combined of \$1,000.00 per claim. This insurance shall cover owned, non-owned, leased and hired automobiles to protect the Sub-Area "A" Owner from claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in any of Sub-Area "A" Owner's work under this Declaration. The SSJ-TOSF shall be named as an additional insured on the policy. Sub-Area "A" Owner shall waive any and all right of subrogation against the SSJ-TOSF.

(iii) General Liability Insurance. General liability insurance in Sub-Area "A" Owner's name shall include: bodily injury, property damage, personal injury, explosion, collapse and underground damage liability endorsements (commonly called X, C and U hazards), products and completed operations, blanket contractual and broad form property damage coverage with a deductible of \$ 1 0,000.00 per claim for bodily injury and property damage combined liability with:

<u>LIMITS:</u>	\$1,000,000.00 per occurrence
	\$2,000,000.00 aggregate
	\$1,000,000.00 personal and advertising injury liability
	\$2,000,000.00 products and completed operations aggregate

SSJ-TOSF shall be named as an additional insured on the policy, via endorsement ISO CG2009 or CTG2010. Such insurance shall be primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of SSJ-TOSF. Sub-Area "A" Owner shall waive any and all right of subrogation against the SSJ-TOSF. The policy shall contain a separation of insureds endorsement. The aggregate limit must be written per project limit, via per project aggregate endorsement ISO CG2503.



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(iv) Umbrella Excess Liability Insurance. Umbrella excess liability insurance shall be carried in the Sub-Area "A" Owner's name to cover any liability in excess of the limits of coverage already required and provided through the Sub-Area "A" Owner's primary liability policy.

LIMITS:        \$5,000,000.00 per occurrence  
                          \$5,000,000.00 aggregate

Umbrella excess liability insurance must be in excess of Employer's liability insurance, automobile liability insurance, and general liability insurance. The umbrella coverage shall not apply to the separate SSJ-TOSF's and Sub-Area "A" Owner's protective policy. Sub-Area "A" Owner shall waive any and all right of subrogation against SSJ-TOSF.

(v) [Intentionally Omitted]

(vi) If, in the performance of any work contemplated under this Declaration, the Sub-Area "A" Owner elects to subcontract a portion of the work to design professionals (i.e., architect, engineer or surveyor), said design professional shall be registered, licensed and in good professional standing in the State of Illinois and shall maintain in effect during the term of their work relationship with Sub-Area "A" Owner, professional liability errors and omission insurance coverage with limits of not less than \$1,000,000.

(vii) [Intentionally Omitted]

(viii) Failure to comply with any or all of the insurance requirements by the Sub-Area "A" Owner prior to the commencement of the work will not be deemed as a waiver of the insurance requirements.

(ix) Prior to the commencement of any work contemplated under this Declaration, the Sub-Area "A" Owner shall file with the SSJ-TOSF one (1) valid/original certificate of insurance and two (2) copies, including the required amendatory riders and endorsements, evidencing that all required insurance for the Sub-Area "A" Owner are in force, executed by an authorized representative of the insurance company.

(x) The Sub-Area "A" Owner shall maintain current/valid certificates which shall be kept on file with the SSJ-TOSF at all times during the performance of the work pursuant to this Declaration. Such certificates shall identify the specific project/contract and location.

(xi) The Sub-Area "A" Owner shall not make any changes in or allow the required insurance coverages to lapse without the SSJ-TOSF's prior written approval thereto.

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(xii) All policies of insurance must be endorsed to contain a provision giving the SSJ-TOSF a thirty (30) day prior written notice by certified mail, return receipt requested, of any cancellation of that policy or material change in coverage.

(xiii) All certificates of insurance and all notices required pursuant to this article must be sent to the attention of:

The Sisters of St. Joseph of the  
Third Order of St. Francis, Inc.  
1300 Maria Drive  
Stevens Point, Wisconsin 54481  
Attention: Sr. Jeanne Conzemius, President

with a copy to:

Mesirow Stein Real Estate  
350 North Clark Street, 7<sup>th</sup> Floor  
Chicago, Illinois 60610  
Attention: Daniel F. Walsh

(xiv) Receipt and review by the SSJ-TOSF or the SSJ-TOSF's representative of any copies of insurance policies or insurance certificates shall not relieve the Sub-Area "A" Owner of its obligation to comply with the insurance provisions of this Declaration.

(xv) The insurance provisions of this Agreement shall not be construed as a limitation of the SSJ-TOSF's responsibilities and liabilities pursuant to the terms and conditions of this Declaration, including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

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## EXHIBIT G

### DRAINAGE EASEMENT AREA

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 34; THENCE SOUTH 00°20'18" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 50.02 FEET TO THE SOUTH RIGHT OF WAY OF WEST BARTLETT ROAD AS MONUMENTED AND OCCUPIED; THENCE NORTH 88°42'27" EAST ALONG SAID SOUTH RIGHT OF WAY OF WEST BARTLETT ROAD, A DISTANCE OF 40.78 FEET; THENCE CONTINUING NORTH 88°42'27" EAST ALONG SAID SOUTH RIGHT OF WAY OF WEST BARTLETT ROAD, A DISTANCE OF 773.30 FEET; THENCE SOUTH 01°17'33" EAST, A DISTANCE OF 214.25 FEET; THENCE SOUTH 00°28'40" WEST, A DISTANCE OF 51.86 FEET; THENCE SOUTH 21°27'22" EAST, A DISTANCE OF 51.68 FEET; THENCE SOUTH 41°20'42" EAST, A DISTANCE OF 60.44 FEET; THENCE SOUTH 43°59'26" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 48°07'56" EAST, A DISTANCE OF 70.18 FEET; THENCE SOUTH 33°44'51" EAST, A DISTANCE OF 113.67 FEET; THENCE SOUTH 13°12'37" EAST, A DISTANCE OF 113.68 FEET; THENCE SOUTH 07°18'44" WEST, A DISTANCE OF 113.72 FEET; THENCE SOUTH 27°22'35" WEST, A DISTANCE OF 104.57 FEET; THENCE SOUTH 37°07'12" WEST, A DISTANCE OF 70.18 FEET; THENCE SOUTH 33°53'43" WEST, A DISTANCE OF 65.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 73°31'25" EAST, A DISTANCE OF 217.18 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 106.52 FEET, AN ARC LENGTH OF 77.89 FEET TO A POINT OF TANGENCY; THENCE SOUTH 64°34'45" EAST, A DISTANCE OF 278.74 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 20.52 FEET, AN ARC LENGTH OF 34.37 FEET TO A POINT OF TANGENCY; THENCE SOUTH 31°22'53" WEST, A DISTANCE OF 126.65 FEET; THENCE SOUTH 01°17'57" EAST, A DISTANCE OF 267.36 FEET TO A POINT ON THE NORTHERLY LINE OF OAK GROVE OF BARTLETT UNIT NUMBER 2 RECORDED AS DOCUMENT NUMBER 24-873-605 IN COOK COUNTY, ILLINOIS; THENCE WESTERLY AND SOUTHERLY ALONG THE NORTHERLY AND WESTERLY LINE OF SAID OAK GROVE OF BARTLETT UNIT NUMBER 2 FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE SOUTH 88°42'03" WEST, A DISTANCE OF 89.93 FEET; (2) THENCE SOUTH 00°10'00" WEST, A DISTANCE OF 261.50 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 236.47 FEET; THENCE NORTH 07°46'50" WEST, A DISTANCE OF 186.98 FEET; THENCE NORTH 01°18'55" WEST, A DISTANCE OF 85.39 FEET; THENCE NORTH 09°16'30" WEST, A DISTANCE OF 85.42 FEET; THENCE NORTH 17°17'17" WEST, A DISTANCE OF 85.99 FEET; THENCE NORTH 24°59'38" WEST, A DISTANCE OF 82.41 FEET; THENCE NORTH 27°25'33" WEST, A DISTANCE OF 69.96 FEET; THENCE NORTH 26°21'20" WEST, A DISTANCE OF 58.64 FEET; THENCE NORTH 01°55'45"

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WEST, A DISTANCE OF 59.59 FEET; THENCE NORTH 05°00'33" EAST, A DISTANCE OF 46.41 FEET TO THE POINT OF BEGINNING; CONTAINING 6.50 ACRES IF LAND, MORE OR LESS.

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THAT PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING PARTS OF LOTS 24, 26 AND 31 IN THE COUNTY CLERKS DIVISION OF UNSUBDIVIDED LANDS IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 34; THENCE SOUTH  $00^{\circ} 20' 18''$  WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 50.02 FEET TO THE SOUTH RIGHT OF WAY OF WEST BARTLETT ROAD AS MONUMENTED AND OCCUPIED; THENCE NORTH  $88^{\circ} 42' 27''$  EAST ALONG SAID SOUTH RIGHT OF WAY OF WEST BARTLETT ROAD, A DISTANCE OF 40.78 FEET; THENCE CONTINUING NORTH  $88^{\circ} 42' 27''$  EAST ALONG SAID SOUTH RIGHT OF WAY OF WEST BARTLETT ROAD, A DISTANCE OF 771.97 FEET; THENCE SOUTH  $02^{\circ} 21' 42''$  EAST, A DISTANCE OF 50.30 FEET; THENCE SOUTH  $00^{\circ} 21' 30''$  WEST, A DISTANCE OF 56.58 FEET; THENCE SOUTH  $07^{\circ} 25' 34''$  EAST, A DISTANCE OF 23.56 FEET; THENCE SOUTH  $00^{\circ} 55' 00''$  WEST, A DISTANCE OF 83.32 FEET; THENCE SOUTH  $00^{\circ} 28' 38''$  WEST, A DISTANCE OF 52.83 FEET; THENCE SOUTH  $21^{\circ} 28' 24''$  EAST, A DISTANCE OF 52.64 FEET; THENCE SOUTH  $41^{\circ} 20' 51''$  EAST, A DISTANCE OF 60.95 FEET; THENCE SOUTH  $43^{\circ} 59' 26''$  EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH  $48^{\circ} 07' 36''$  EAST, A DISTANCE OF 70.18 FEET; THENCE SOUTH  $33^{\circ} 43' 50''$  EAST, A DISTANCE OF 112.77 FEET; THENCE SOUTH  $13^{\circ} 12' 46''$  EAST, A DISTANCE OF 112.77 FEET; THENCE SOUTH  $07^{\circ} 18' 53''$  WEST, A DISTANCE OF 112.83 FEET; THENCE SOUTH  $27^{\circ} 22' 35''$  WEST, A DISTANCE OF 103.92 FEET; THENCE SOUTH  $37^{\circ} 07' 00''$  WEST, A DISTANCE OF 70.11 FEET; THENCE SOUTH  $33^{\circ} 53' 43''$  WEST, A DISTANCE OF 65.69 FEET; THENCE SOUTH  $04^{\circ} 59' 33''$  WEST, A DISTANCE OF 47.32 FEET; THENCE SOUTH  $01^{\circ} 55' 13''$  EAST, A DISTANCE OF 60.15 FEET; THENCE SOUTH  $26^{\circ} 21' 20''$  EAST, A DISTANCE OF 59.25 FEET; THENCE SOUTH  $27^{\circ} 25' 35''$  EAST, A DISTANCE OF 69.96 FEET; THENCE SOUTH  $24^{\circ} 59' 32''$  EAST, A DISTANCE OF 82.14 FEET; THENCE SOUTH  $17^{\circ} 17' 15''$  EAST, A DISTANCE OF 85.64 FEET; THENCE SOUTH  $09^{\circ} 16' 30''$  EAST, A DISTANCE OF 85.25 FEET; THENCE SOUTH  $01^{\circ} 17' 56''$  EAST, A DISTANCE OF 84.87 FEET; THENCE SOUTH  $08^{\circ} 22' 59''$  EAST, A DISTANCE OF 48.04 FEET TO THE POINT OF BEGINNING OF A 15 FOOT WIDE STRIP OF LAND LYING 7.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE AND LYING EASTERLY OF THE LAST DESCRIBED COURSE AND ITS SOUTHERLY EXTENSION FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE NORTH  $73^{\circ} 59' 12''$  EAST, A DISTANCE OF 21.32 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; (2) THENCE NORTH  $16^{\circ} 00' 48''$  WEST, A DISTANCE OF 21.65 FEET; (3) THENCE NORTH  $59^{\circ} 25' 06''$  EAST, A DISTANCE OF 87.69 FEET; THENCE ALONG THE CENTER OF A 19 FOOT WIDE STRIP OF LAND LYING 9.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE NORTH

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08°54'03" WEST, A DISTANCE OF 140.24 FEET; THENCE ALONG THE CENTER OF A 24.50 FOOT WIDE STRIP OF LAND LYING 12.25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE NORTH 69°08'16" WEST, A DISTANCE OF 79.10 FEET; THENCE ALONG THE CENTER OF A 15 FOOT WIDE STRIP OF LAND LYING 7.50 FEET EACH SIDE OF THE REMAINING DESCRIBED COURSES; THENCE NORTH 20°14'36" WEST, A DISTANCE OF 224.19 FEET; THENCE NORTH 04°05'55" WEST, A DISTANCE OF 38.52 FEET; THENCE NORTH 14°28'01" EAST, A DISTANCE OF 34.96 FEET; THENCE NORTH 30°03'43" EAST, A DISTANCE OF 64.81 FEET; THENCE NORTH 48°16'21" EAST, A DISTANCE OF 132.21; THENCE NORTH 84°13'18" EAST, A DISTANCE OF 76.18 FEET; THENCE SOUTH 61°43'02" EAST, A DISTANCE OF 44.79 FEET; THENCE SOUTH 58°34'26" EAST, A DISTANCE OF 129.92 FEET; THENCE SOUTH 71°09'40" EAST, A DISTANCE OF 131.99 FEET; THENCE SOUTH 66°40'45" EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 11°14'37" EAST, A DISTANCE OF 30.24 FEET; THENCE SOUTH 44°11'31" WEST, A DISTANCE OF 104.73 FEET; THENCE SOUTH 31°22'53" WEST, A DISTANCE OF 39.53 FEET; THENCE SOUTH 01°17'57" EAST, A DISTANCE OF 149.51 FEET; THENCE SOUTH 05°59'09" WEST, A DISTANCE OF 56.26 FEET; THENCE SOUTH 50°05'54" WEST, A DISTANCE OF 39.66 FEET; THENCE SOUTH 88°42'03" WEST, A DISTANCE OF 50.64 FEET; THENCE SOUTH 66°34'02" WEST, A DISTANCE OF 24.86 FEET; THENCE SOUTH 22°18'01" WEST, A DISTANCE OF 24.86 FEET; THENCE SOUTH 00°01'00" WEST, A DISTANCE OF 78.18 FEET; THENCE SOUTH 18°12'13" WEST, A DISTANCE OF 96.58 FEET; THENCE SOUTH 62°29'02" WEST, A DISTANCE OF 41.53 FEET; THENCE NORTH 87°46'05" WEST, A DISTANCE OF 31.16 FEET; THENCE NORTH 57°02'18" WEST, A DISTANCE OF 50.32 FEET; THENCE NORTH 68°11'44" WEST, A DISTANCE OF 57.43 FEET; THENCE NORTH 16°00'48" WEST, A DISTANCE OF 15.82 FEET TO POINT "A", AFORESAID, SAID POINT ALSO BEING THE TERMINUS POINT OF THE HEREIN DESCRIBED CENTERLINE, ALL IN COOK COUNTY, ILLINOIS.