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DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING AGREEMENT

Dated: December 17, 2014

Village of Matteson

State of Illinois

This Document Prepared by and Return to:

John F. Argoudelis, Esq.
15133 South Route 59
Plainfield, Illinois 60544

DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING AGREEMENT

Dec. 17th

THIS DECLARATION OF RECIPROCAL EASEMENT AND OPERATING AGREEMENT ("REOA") is made and entered into as of the ___ ~~th day of August~~, 2014 by Spotless Express Matteson, LLC, an Illinois limited liability company ("Developer").

PRELIMINARY STATEMENT

Developer owns a certain tract of land containing approximately 2.183 acres, legally described in Exhibit A ("Property"). Developer intends to divide the Property into two condominium parcels. In order to effectuate the common use and operation thereof, Developer is declaring certain covenants and agreements, and is granting, from time to time to the owners and occupants of the Property certain reciprocal easements in, to, over and across their respective portions of the Property.

NOW, THEREFORE, the Developer declares as follows.

ARTICLE 1

DEFINITIONS

1.1 "**Building Area**" shall mean the limited areas of the Property within which buildings (as well as any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions) may be constructed, placed or located. Building Areas are designated as building "footprints" on the Site Plan.

1.2 "**Common Area**" shall mean all areas within the boundaries of the Property which are available for the common use and benefit of the Owners, Occupants and Permittees, exclusive of buildings. Common Area includes the Joint Maintenance Area.

1.3 "**Village**" shall mean the Village of Matteson.

1.4 "**Claims**" shall mean claims, losses, liabilities, actions, proceedings and costs (including reasonable attorneys' fees and costs of suit), including liens arising out of an event or occurrence.

1.5 "**Common Utility Lines**" shall mean those Utility Lines which are not Separate Utility Lines.

1.6 "**Constant Dollars**" shall mean the present value of the dollars to which such phrase refers. An adjustment shall occur on January 1 of the sixth calendar year following the date of this REOA, and thereafter at five year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "**Base Index Number**" shall be the level of the Index for the month during which this REOA is dated: the "**Current Index Number**" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "**Index**" shall be the Consumer Price Index for all Urban Consumers (CPI-U) covering Will County, Illinois, published by the Bureau of Labor Statistics of the United States Department of Labor (base year 1982-84 = 100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Developer shall substitute comparable statistics as

computed by an agency of the United States Government for the Index or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

1.7 "**Intentionally Deleted**"

1.8 "**Governing Documents**" shall mean this REOA, any agreements between Developer and the Village and the Declaration of Condominium documents.

1.9 "**Indemnitees**" shall mean the licensees, concessionaires, contractors, subcontractors, agents, servants, and employees of a Person.

1.10 "**Joint Maintenance Area**" That area designated as such on the Site Plan which will be jointly maintained by the Lot owners as more fully set forth herein.

1.11 "**Laws and Rules**" or "**Law or Rule**" shall mean laws, rules, regulations, orders and ordinances of the Village, county, state and federal government, or any department or agency thereof.

1.12 "**Lot**" shall mean the lots created on the Property pursuant to the plat of condominium or plat of subdivision therefor, as amended from time to time. Unless the context otherwise requires, references to "Lots" shall not pertain to any Lot which is wholly or substantially Common Area, but shall pertain to Lots with designated Building Areas, whether or not any building is then constructed thereon.

1.13 "**Occupant**" shall mean any Person from time to time entitled to the use and occupancy of any portion of a building in the Property under any lease, sublease, license, concession or other similar possessory agreement.

1.14 "**Owner**" shall mean each of the from time to time owners of Lots.

1.15 "**Person**" shall mean any individual, partnership, firm, association, corporation, trust or any other form of business or government entity.

1.16 "**Permittee**" shall mean the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, patrons, licensees, subtenants and concessionaires of the Developer, other Owners and Occupants insofar as their activities relate to the intended development, use and occupancy of the Property. Among others, Persons engaging in the following activities on the Common Area will not be considered to be Permittees:

(A) Exhibiting any placard, sign or notice;

(B) Distributing any circular, handbill, placard or booklet;

(C) Soliciting memberships or contributions;

(D) Parading, picketing or demonstrating; and

(E) Failing to follow rules and regulations relating to the use of the Property.

1.17 "**Recorder**" shall mean the Recorder of Deeds of Cook County, Illinois.

1.18 "**Restaurant**" shall mean any operation or business which requires a governmental permit, license and/or authorization to prepare and/or serve food for either on-site or off-site consumption.

1.19 "**Site Plan**" shall mean the depiction of the Property and Buildings attached as Exhibit B,.

1.20 "**Separate Utility Lines**" shall mean those Utility Lines which are installed to provide the applicable service between a Utility Line and a building.

1.21 "**Utility Lines**" shall mean facilities and systems for the transmission of utility services, including drainage and storage of surface water.

1.22 **References.** For convenience, the Exhibits are identified below:

Exhibit A	-	Property
Exhibit B	-	Site Plan

ARTICLE 2

EASEMENTS

2.1 Ingress, Egress and Parking. During the term of this REOA, each Owner hereby grants and conveys to each other Owner for its use and for the use of its Occupants and their Permittees, in common with others entitled to use the same, a non-exclusive easement for the passage and parking of vehicles over and across the parking and driveway areas of the grantor's Lot, and for the passage and accommodation of pedestrians over and across the parking, driveway and sidewalk areas of the grantor's Lot, in each case, as the same may from time to time be constructed and maintained for such use. Such easement rights shall be subject to the following reservations as well as any other applicable provisions contained in this REOA:

(A) Each Owner further reserves the right to close off its portion of the Common Area for such reasonable period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give written notice to each other Owner of its intention to do so, and shall attempt to coordinate such closing with each other Owner so that no unreasonable interference with the passage of pedestrians or vehicles shall occur, and

(B) Each Owner reserves the right at any time and from time to time to exclude and restrain any Person who is not an Owner, an Occupant or a Permittee from using the Common Area on its Lot.

(i) The parking areas on the Property shall be initially constructed in strict conformance with the details approved by the Village.

2.2 Utilities.

(A) It is contemplated that the Developer will or has installed the Common Utility Lines upon initial construction while the Property is under unified ownership, and easements are hereby acknowledged and granted therefor. Thereafter, one or more of the Lots may be sold to third parties and the following provisions of this Section 2.2 shall apply. It is further contemplated that the remaining Lot(s) may remain in title with the Developer, or its successor or assignee.

(B) Each Owner hereby grants and conveys to each other Owner non-exclusive perpetual easements in, to, over, under, along and across those portions of the Common Area located on the grantor's Lot necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of Utility Lines serving the grantee's Lot, including sanitary sewers, storm drains, and water, gas, electrical, telephone and communication lines. All Utility Lines shall be underground except:

(i) ground mounted electrical transformers;

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

(iii) as may be required by governmental agencies having jurisdiction over the Property;

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

(v) fire hydrants

(vi) control units for lift stations or other infrastructure.

Prior to exercising the right granted herein, the grantee shall first provide the grantor with a written statement describing the need for such easement, shall identify the proposed location of the Utility Line, and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by Section 5.5(C). Except as otherwise agreed to by the grantor and the grantee, any Owner installing Separate Utility Lines pursuant to the provisions of this paragraph shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Common Area. If Common Utility Lines are installed, all repair, maintenance, replacement and other work thereon shall be part of Common Area maintenance.

(C) The initial location of any Utility Line shall be subject to the prior written approval of the Owner whose Common Area is to be burdened thereby, such approval not to be unreasonably withheld or delayed. The easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility, or five feet on each side of the centerline if the easement is granted to an Owner. Upon request, the grantee shall provide to the grantor a copy of an as-built survey showing the location of such Utility Line, The grantor shall have the right at any time to relocate a Utility Line upon thirty (30) days' prior written notice; provided that such relocation:

(i) shall not interfere with or diminish the utility service to the grantee during the grantee's business hours;

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

(iii) shall be performed without cost or expense to grantee;

(iv) shall be completed using materials and design standards which equal or exceed those originally used; and

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

Documentation of the relocated easement area, including the furnishing of an as-built survey, shall be performed at the grantor's expense and shall be accomplished as soon as possible.

(D) Each Owner hereby grants and conveys to each other Owner owning an adjacent Lot the perpetual right and easement to discharge surface storm drainage and/or runoff from the grantee's Lot over, upon and across the Common Area of the grantor's Lot, upon the following conditions and terms:

(i) The Common Area grades and the surface water drainage/ retention system for the Property shall be constructed in strict conformance with the details approved by Developer and the Village; and

(ii) No Owner shall alter or permit to be altered the surface grade of the Common Area or the drainage/retention system designed by the Developer and approved by the Village, on its Lot.

The surface water collection, retention and distribution facilities shall be deemed a Common Utility Line.

ARTICLE 3

CONSTRUCTION AND COVENANTS

3.1 General Requirements.

(A) Each Owner agrees that all construction activities performed by it within the Property shall be performed in compliance with the Governing Documents and all applicable Laws and Rules.

(B) Each Owner further agrees that its construction activities shall not:

(i) unreasonably interfere with construction work being performed on any other part of the Property; or

(ii) unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Property by any other Owner, any Occupant or any Permittee;

(C) Each Owner agrees to defend, indemnify and hold harmless each other Owner from all Claims, and from any accident, injury or loss or damage whatsoever occurring to any Person or to the property of any Person, arising out of or resulting from any construction activities performed or authorized by such indemnifying Owner; provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of such indemnified Owner, its Indemnitees, or anyone claiming by, through or under any of them unless covered by the release set forth in Section 5.5(D).

(D) In connection with any construction, reconstruction, repair or maintenance on its Lot, each Owner reserves the right to create a temporary staging and/or storage area in the Common Area or in the Building Area on its Lot at such location as will not unreasonably interfere with access between such Lot and the other areas of the Property. Prior to the commencement of any work which requires the establishment of a staging and/or storage area on its Lot, an Owner shall give at least 30 days prior notice to the Developer for its approval of the proposed location of such staging and/or storage area. If the Developer does not approve the proposed location of the staging and/or storage area, the Owner shall modify the proposed location to satisfy the reasonable requirements of the Developer. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Lot, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points to the Property as directed by Developer. Upon completion of such work, the constructing Owner shall restore the affected Common Area to a condition equal to or better than that existing prior to commencement of such work.

(E) Each Owner hereby grants and conveys to each other Owner and to its respective contractors, materialmen and laborers a temporary license for access and passage over and across the Common Area of the grantor's Lot as shall be reasonably necessary for the grantee to construct and/or maintain improvements upon the grantee's Lot; provided, however, that such license shall be in effect only during periods when actual construction and/or maintenance is being performed and provided further that the use of such license shall not unreasonably interfere with the use and operation of the Common Area by others. Prior to exercising the rights granted herein, the grantee shall first provide the grantor with it written statement describing the need for such license, and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by Section 5.5(C). Any Owner availing itself of such temporary license shall promptly pay all costs and expenses associated with such work, shall diligently complete such work as quickly as possible, and shall promptly clean the area, and restore and/or repair the affected portion of the Common Area to a condition which is equal to or better than the condition which existed prior to the commencement of such work. Notwithstanding the foregoing, in the event a dispute exists between the contractors, laborers, suppliers and/or others connected with such construction activities, each Owner shall have the right to prohibit the contractors, laborers, suppliers and/or others working for another Owner from using the Common Area on its Lot.

(F) Within four (4) months after the date of the acquisition of a Lot, the Owner of such Lot shall commence the construction work required or desired by such Owner in order for the Owner to open its business on such Lot. Owner shall complete such construction and open for business no later than twelve (12) months following the date it acquires title to its Lot. Upon opening and at all times thereafter, each Lot shall only be used for such uses as are permitted under this REOA, any Amendment to this REOA governing the relevant Lot and any separate written agreement between the Owner and Developer. This use requirement shall apply without limitation

created by any provisions herein establishing rights of repurchase or other specific remedies for violations of this use requirement and any failure to exercise any such remedies shall not in any way limit the use of any other remedies available as a result of such violation or the use of any and all remedies for any subsequent violation.

3.2 Repurchase Rights.

Intentionally Deleted.

3.3 Common Area. The Common Area shall be constructed as shown on the Site Plan. No fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular travel shall be erected or permitted within or across the Common Area, exclusive of the limited curbing and other forms of traffic control, or permitted staging and/or storage areas. Contemporaneously with the construction of a building on its Lot, the constructing Owner shall cause any Common Area on its Lot which is not part of Developer's initial construction (such as, for example, sidewalks adjacent to a building) to be substantially completed no later than the day on which the first Owner or the first Occupant of such Lot, as the case may be, first opens for business to the public. Such work shall be done in a good, workmanlike and lien-free manner and in accordance with good engineering standards, Laws and Rules; provided, however, the following minimum general design standards shall be complied with throughout the term of this Agreement:

(A) All lighting of whatever shall comply with the approved photometric plan for the Property, or pursuant to any separate approval pursuant to a building or other permit issued to the Lot Owner for its construction work. The type and design of the Common Area light standards shall be approved by the Developer.

(B) All sidewalks, pedestrian aisles and automobile parking areas, drives, and access roads shall be approved by the Developer and in conformity with Village approvals for the Property.

(C) Utility Lines that are placed underground shall be at depths designated by the Developer and in conformity with Village approvals.

(D) All restaurant uses shall require approval by the Village to determine whether sufficient parking and potable water are available for the specific use proposed, whether or not a restaurant is specified as a special use in the Governing Documents.

(E) No Owner shall make changes to the improved Common Area on its Lot without the approval of the Developer and only in accordance with the procedures established for such changes in the Governing Documents.

3.4 Building Improvements.

(A) The Developer at its sole and exclusive option, may construct any or all of the buildings depicted on the Site Plan, and any or all of the Common Area Improvements according to the Governing Documents; provided however that the interior of each such building shall be completed as Occupants are identified and approved and their plans approved.

(B) An Owner and Occupant must adhere strictly with the Governing Documents with respect to the use and exterior appearance of any building on a Lot, and specifically without limitation, may not change the exterior physical appearance of a building from that approved in the Governing Documents without in each case, Developer and Village approval.

(C) In order to insure a quality development, prior to any lease of all or a portion of any building to an Occupant, and in each case prior to any interior construction within a building, each Owner shall submit to the Developer detailed plans for any interior construction by the Owner or an Occupant, and for exterior signage and signage which is visible from the exterior, as required in Exhibit C. Developer shall have the right to approve or reject such plans if they do not depict improvements which are commensurate in design and quality with the remainder of the Property or the Governing Documents.

(D) Any Owner shall have the right to install, maintain, repair, replace and remove communications equipment on the top of the building on its Lot; provided, however, such communications equipment is screened from view behind existing or approved (by the Developer, and if an exterior elevation is affected, the Village) parapet walls. As used herein, the phrase "communications equipment" means such things as satellite and microwave dishes, antennas and laser heads, together with associated equipment and cable.

ARTICLE 4

MAINTENANCE AND REPAIR

4.1 Utility Lines.

(A) Common Utility Lines shall be maintained and replaced as part of the Common Area pursuant to Section 4.2.

4.2 Common Area.

(A) At any time that the maintenance provisions set forth in paragraph (B) below do not apply, each Owner shall maintain, or cause to be maintained, the Common Area on its Lot in a sightly, safe condition and good state of repair. The unimproved Common Area shall be mowed and kept litter-free. The minimum standard of maintenance for the improved Common Area shall be comparable to the standard of maintenance followed in other first class retail developments of comparable size in the urban Chicago Illinois area. Notwithstanding the foregoing, however, the Common Area shall be operated and maintained in compliance with the Governing Documents and all applicable Laws and Rules. All Common Area improvements shall be repaired or replaced with materials of a quality which is at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony of the Property as a whole. Such maintenance and repair obligation shall include, without limitation, the following:

(i) Debris; Refuse; Snow and Ice. Periodic removal of all papers, debris, filth, refuse, ice and snow (2" on surface); provided, however, that Occupant-generated trash and/or garbage removal shall not be a Common Area Maintenance Cost since such removal obligation is covered by Section 4.3(A). All such work shall be performed at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Common Areas by Permittees.

(ii) Signs and Markers. Maintaining, cleaning, and replacing all Occupant signs.

(iii) Lighting. Maintaining, cleaning and replacing all Occupant interior and exterior lighting, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers.

(iv) Landscaped Areas. Maintaining and replacing all landscaped areas within its Lots in an attractive and thriving condition, trimmed and weed-free. Maintaining and replacing landscape planters, including those adjacent to exterior walls of buildings. If any Owner or Occupant requires "special" landscaping (i.e., beyond the standard landscaping requirements for the remainder of the Property), or if landscaping additions/modifications are required as a result of a building remodel, the cost of installation, replacement and maintenance of such special or required landscaping shall be borne solely by such Owner or Occupant, as applicable. and shall not be considered to be a joint maintenance obligation under the following paragraph (B) or included in Common Area Maintenance Costs.

(v) Common Utility Lines. Maintaining, cleaning, replacing and repairing any and all Common Utility Lines.

(vi) Obstructions. Keeping the Common Area free from any obstructions including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this REOA.

(vii) Sidewalks. Maintaining, cleaning and replacing all sidewalks, including those adjacent and contiguous to buildings located within the Property.

Notwithstanding anything contained herein to the contrary, and despite Developer's election to provide joint maintenance under the following paragraph (B), each Owner shall maintain and repair, at its sole cost, in a clean, sightly and safe condition, any exterior shipping/receiving dock area, any truck ramp or truck parking area, and any refuse, compactor or dumpster area located on its Lot. The provisions of Section 4.2(B) shall control over any inconsistency with this paragraph (A).

(B) The Developer shall maintain the Joint Maintenance Area of the Property for the joint benefit of the Owners in accordance with the requirements of (A) above (excluding however, interior lighting in section 4.2(A) (iii). Developer may hire companies affiliated with it to perform the maintenance and operation of the Joint Maintenance Area, but only if the rates charged by such companies are competitive with those of other companies furnishing similar services in the Chicago Metropolitan Area. Each Owner hereby grants to the Developer its agents and employees a license to enter upon its Lot to discharge the duties to operate, maintain and repair the Joint Maintenance Area. Developer shall expend only such funds as are reasonably necessary for the operation and maintenance of the Joint Maintenance Area and otherwise to perform the obligations imposed on the Developer hereunder, and shall promptly pay such costs together with sales taxes and assessments pertaining solely to the Joint Maintenance Area (as defined in Section 5.6(B) (collectively, the "Joint Maintenance Area Costs") when incurred. For the purpose of this REOA, Joint Maintenance Area Costs **shall not** include:

(i) any late charges or fees;

(ii) any charge for electricity to an Owner that separately pays the electrical costs for lighting the Joint Maintenance Area on its Lot;

(iii) any costs to clean up or repair the Joint Maintenance Area resulting from promotional activities or from construction, maintenance or replacement of buildings;

(iv) real property taxes and assessments applicable to any Unit unless the Units are taxed together and so long as they are taxed together, real property taxes shall be a part of the Joint Maintenance Area Costs;

(v) Developer's profit, administrative and overhead costs (including office space, equipment and utilities; legal, accounting or administrative services; and the Developer's personnel who are not permanently located at the Property); and

(vi) entertainment, transportation, meals and lodging of anyone.

(C) Developer shall, at least 90 days prior to the beginning of each calendar year, submit to the Owners an estimated budget ("Budget") for the Joint Maintenance Area Costs for operating and maintaining the Joint Maintenance Area of the Property for the ensuing calendar year. The Budget shall identify separate cost estimates for at least the categories specified under Section 4.2 (A), plus, if applicable:

(i) rental or purchase of equipment and supplies;

(ii) Any insurance which names all of the Owner's as insureds; and

(iii) depreciation or trade-in allowance applicable to items purchased for Joint Maintenance Area purposes.

If an item of maintenance or replacement is to be accomplished in phases over a period of calendar years, such as resurfacing of the drive and/or parking areas, then the Budget shall separately identify the cost attributable to such year (including the area of the Joint Maintenance Area affected) and shall note the anticipated cost and timing (indicating the area of the Joint Maintenance Area affected) of such phased work during succeeding calendar years.

Developer shall use reasonable efforts to operate and maintain the Joint Maintenance Area of the Property in accordance with the Budget. Notwithstanding the foregoing, Developer shall have the right to make emergency repairs to the Joint Maintenance Area to prevent injury or damage to person or property, it being understood that the Developer shall nevertheless advise each Owner about such emergency condition as soon as reasonably possible, including the corrective measures taken and the cost thereof. If the cost of the emergency action exceeds $10,000.00 in Constant Dollars, then Developer may submit a supplemental billing to each Owner, together with evidence supporting such cost, and each Owner shall pay its share thereof within 30 days, if the cost limitation set forth above is not exceeded then such costs shall be included as part of the Joint Maintenance Area Costs at the year end.

(D) Joint Maintenance Area Costs shall be allocated to the Units as follows:

Unit 2 – Car Wash 66.66%

Unit 1 – Jiffy Lube 33.33%

Each Owner shall pay to the Developer in equal monthly payments, in advance, its share of the Joint Maintenance Area Costs based either upon the amount set forth in the Budget, or if a Budget is not then available, the monthly payment established for the prior year. The Developer shall estimate such costs for any partial year during which its joint maintenance obligations commence under Section 4.2(B) and each Owner shall make its first payment in the month following Developer's undertaking of such joint maintenance obligations. Within 90 days after the end of each calendar year, Developer shall provide each Owner with a statement certified by an authorized Person, together with, upon request by any Owner, supporting invoices and other materials setting forth the actual Joint Maintenance Area Costs paid by it for the operation and maintenance of such Joint Maintenance Area and such Owner's share of the aggregate thereof. If the amount paid by a Owner for such calendar year shall have exceeded its share, Developer shall at its option, refund the excess to such Owner at the time such certified statement is delivered, or credit such amount to the ensuing year's Joint Maintenance Area Costs. If the amount paid by a Owner for such calendar year shall be less than its share, such Owner shall pay the balance of its share to Developer within 30 days after receipt of such certified statement.

(E) Developer agrees to defend, indemnify and hold each Owner harmless from and against any Claims for mechanic's, materialmen's and/or laborer's liens, arising out of Developer's performance of the joint maintenance obligations under Section 4.2(B). In the event that any Lot shall become subject to any such lien. Developer shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge. Nothing contained in this paragraph (E) shall require Developer to provide indemnity to the extent that any Owner has failed to pay its share of the Joint Maintenance Area Costs in accordance with this REOA.

4.3 Building and Outside Sales Area.

(A) Upon and after acquiring legal title to a Lot, each Owner covenants and agrees to maintain and keep the exterior portion of the building in a first-class condition and state of repair in compliance with all applicable Laws and Rules, the Governing Documents and in compliance with the provisions of this REOA. Each Owner further agrees to store all trash and garbage in adequate containers, to locate such containers so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage. In the event trash enclosures are depicted in the Governing Documents, such enclosures shall be constructed, maintained and used by the Owner for the storage of trash prior to regular pick up.

(B) In the event that any building is damaged by fire or other casualty (whether insured or not), the Owner upon whose Lot such building is located shall, subject to applicable Laws and Rules and/or insurance adjustment delays, immediately remove the debris resulting from such event and provide a sightly barrier, within a reasonable time thereafter shall either (i) repair or restore the building so damaged to a complete unit, such repair or restoration to be performed in

accordance with all applicable provisions of this REOA and the Governing Documents, or (ii) erect a replacement building in such location, such construction to be performed in accordance with all applicable provisions of this REOA and the Governing Documents. 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 the Developer and to each other Owner within 90 days from the date of such casualty of which alternative it elects, failing which such Owner shall be deemed to have elected alternative (ii).

ARTICLE 5

OPERATION OF THE PROPERTY

5.1 Uses.

(A) No part of the Property shall be used for uses other than those described in Governing Documents, and if not so specified, then for those uses specified for the Village zoning district.

(B) No use shall be permitted in the Property which is inconsistent with the operation of a first-class retail Property, the Governing Documents, or applicable Laws and Rules. Without limiting the generality of the foregoing, the following uses shall not be permitted:

(i) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the Property;

(ii) Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting. agricultural or mining operation;

(iii) Any "'second hand" store or "surplus" store;

(iv) Any mobile home park, trailer court, labor camp, junkyard or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction. reconstruction or maintenance);

(v) Any dumping, disposing, incineration. or reduction of garbage (exclusive of garbage compactors located near the rear of any building);

(vi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(vii) Any central laundry;

(viii) Any trailer or recreational vehicles sales;

(ix) Any bowling alley or skating rink;

(x) Any movie theater or live performance theater;

(xi) Any living quarters, sleeping apartments or lodging rooms;

(xii) Any veterinary hospital or animal raising facility (except that this prohibition shall not prohibit pet shops such as PETSMART);

(xiii) Any mortuary or funeral home;

(xiv) Any establishment selling or exhibiting pornographic materials or drug related paraphernalia,

(xv) Any flea market, amusement or video arcade (unless accessory to a permitted or special use);

(xvi) Any training or educational facility, including beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an Owner or Occupant incidental to the conduct of its business at the Property;

Developer may impose further use restrictions by covenant or deed upon the initial sale of any Lot to and Owner, or within any lease to an Occupant.

(C) No Owner shall use or permit the use of Hazardous Materials on, about, under or in its Lot, or the Property, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each Owner shall indemnify, protect, defend and hold harmless the other Owners from and against all Claims, including costs of investigation, litigation and remedial response arising out of any Hazardous Material used or permitted to be used by such Owner, whether or not in the ordinary course of business.

For the purpose of this paragraph (C), the term (i)"Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (ii) "Environmental Laws" shall mean all Laws and Rules which relate to or deal with human health or the environment, all as may be amended from time to time.

(D) No merchandise, equipment or services, including vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored within the Common Area.

(E) No snow or ice removed from any portion of the Property shall be stored on any portion of the Common Areas without the prior written approval of the Developer which may be withheld in its sole and absolute discretion.

(F) Except to the extent required by applicable Laws or Rules, no Permittee shall be charged for the right to use the Common Area;

(G) This REOA is not intended to, and does not, create or impose any obligation on a Owner to operate, continuously operate or cause to be operated, a business or any particular business at the Property or on any Lot.

5.2 Lighting.

(A) After completion of the Common Area lighting system on its Lot, each Owner hereby covenants and agrees to keep its Lot fully illuminated according to the lighting plan approved with its building plans each day from dusk to at least 11:00 p.m. or such other time designated by the Developer and Village or as depicted on the Governing Documents. Each Owner further agrees to keep any exterior building security lights on its Lot illuminated from dusk until dawn. All lighting fixtures and the intensity of all light therefrom in the Common Areas and within any Lot shall be subject to the approval of the Developer and in accordance with the Governing Documents. Developer shall have sole control over the hours of operation and the intensity of the Common Area lighting system. No Common Area lighting system shall be altered by any Owner or Occupant. During the term of this REOA, each Owner grants an irrevocable license to each other Owner for the purpose of permitting the lighting from its Lot to incidentally shine on the adjoining Lot.

5.3 Occupant Signs.

(A) The Property Sign shall be constructed in accordance with applicable Laws and Rules and/or the Governing Documents. Monument signs, pylon signs or signs affixed to a building on each Lot to identify the Owner or Occupant of such Lot shall be allowed only with the approval of the Developer and the Village on or before the issuance of a building permit for a lot, and shall conform to the requirements of Exhibit C. If free-standing sign or monument sign is so allowed, the benefitted Owner or Occupant, as applicable, shall be responsible for the sign's operation and maintenance on a first-class basis at its expense.

5.4 Windows.

Intentionally Deleted

5.5 Insurance.

(A) During the period the Developer is performing joint maintenance pursuant to Section 4.2(B), Developer shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance covering the Common Area of the Property with a combined single limit of liability of not less than $5,000,000.00 in Constant Dollars for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence; each Owner shall be a "named insured" under such policy, provided that each Owner supplies the Developer with all relevant information needed for such Owner to be so named. The insurance maintained by Developer shall be primary insurance to the insurance maintained by the Owners pursuant to paragraph (B) below.

Developer covenants to defend, protect, indemnify and hold harmless each Owner and its Indemnitees from and against all Claims asserted or incurred in connection with or arising as a result of the acts or omissions of the Developer, its employees, servants, agents, licensees, concessionaires, contractors and subcontractors, except to the extent any Claims are caused by the negligence or willful act or omission of such Indemnified Party or its Indemnitees.

During the period an Owner is maintaining any of the Common Area pursuant to Section 4.2(A), then (a) such Owner shall maintain or cause to be maintained at least the insurance coverage required above, (b) Developer shall be released from its obligation to carry such insurance on such Owner's Lot, and (c) such Owner covenants to defend, indemnify and hold Developer and the other Owners harmless in identical fashion to that required of Developer in the preceding paragraph.

(B) Except to the extent coverage is provided by the insurance required to be maintained under paragraph (A) above, each Owner (as to its Lot only) shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance with a combined single limit of liability of not less than $5,000.000.00 in Constant Dollars for bodily or personal injury or death and consequential damages arising therefrom, and for property damage, arising out of any one occurrence; Developer and the other Owners shall be additional "named insureds" under such policy.

Each Owner ("Indemnitor") covenants and agrees to defend, protect, indemnify and hold harmless each other Owner, including specifically but without limitation, the Developer ("Indemnified Party") and their respective Indemnitees from and against all Claims, arising from or as a result of the acts or omissions of the Indemnitor, its employees, servants, agents, licensees, concessionaires, contractors and subcontractors, except to the extent any Claims are caused by the negligence or willful act or omission of such Indemnified Party or its Indemnitees.

(C) Prior to commencing any construction activities within the Property, each Owner 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 in Constant Dollars 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 - $2,000,000 per occurrence;
2. Property Damage - $2,000,000 per occurrence;
3. Independent Contractors Liability; same coverage as set forth in sub-clauses (1) and (2) above;
4. Products/Completed Operations Coverage which shall be kept in effect for two years after completion of work;
5. "XCU" Hazard Endorsement, if applicable;
6. "Broad Form" Property Damage Endorsement;
7. "Personal Injury" Endorsements; and
8. "Blanket Contractual Liability" Endorsement.

If the construction activity involves the use of another Owner's Lot, then the Owner of such other Lot shall be an additional "named insured" and such insurance shall provide that the same shall not be cancelled, or reduced in amount or coverage below the requirements of this REOA, without at least 30 days prior written notice to the named insureds and each additional

named insured. If such insurance is cancelled or expires, then the constructing Owner shall immediately stop all work on or use of the other Owner's Lot until either the required insurance is reinstated or replacement insurance obtained.

(D) Each Owner shall also maintain, or cause to be maintained: 1) casualty insurance with "extended" or "all-risk" coverage, in the amount of one hundred percent of full replacement cost of the building and all improvements on such Owner's Lot; 2) Business Interruption Insurance covering the general liability and casualty risks referenced in Section 5.5(B) and clause 1) of this Section 5.5(D) above, and the obligations of the Owner for the payment of Common Area Maintenance Costs and Administration Fees payable hereunder; 3) Workers' Compensation Insurance in statutory limits covering all persons employed or engaged in any work performed on or about the Lot for Owner or an Occupant of the Lot; 4) products liability insurance; 5) liability insurance to cover the vicarious liability of Owner or the Occupant(s) of the Owner's Lot with respect to the actions of the such Owner's or Occupant(s)' s patrons on or off the Lot; and 6) dram shop insurance, if applicable, to cover any liability which may arise from the sale of alcoholic beverages to patrons; and 7) such other insurance as may reasonably be required by Developer, provided that any other insurance required by Developer is required on a uniform basis among the Owners, except to the extent the business of a given Owner includes risks distinct or different from those of the other Owners. Where not specified, the amounts of coverages shall be subject to the approval of the Developer, such approval not to be unreasonably withheld.

Each Owner (the "Releasing Party") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Owner (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon the Releasing Party's Lot, which loss or damage is of the type generally covered by the insurance required to be maintained under this paragraph, irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required to be carried or actually carried, including any deductible or self-insurance reserve. Each Owner agrees to use its reasonable efforts to obtain, if needed, 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 fullest extent permitted by law, each Owner ("Indemnitor") covenants and agrees to indemnify, defend and hold harmless each other Owner ("Indemnified Party") from and against all claims asserted by or through any Occupant or Permittees of the Indemnitor's Lot for any loss or damage to the property of such Occupant or Permittee located upon the respective Indemnitor's Lot, which loss or damage is of the type generally covered by the insurance required to be maintained under this paragraph, irrespective of any negligence on the part of the Indemnified Party which may have contributed to or caused such loss.

(E) All insurance required by this Section 5.5 shall be procured from companies licensed in the State of Illinois and shall be rated by Best Insurance Reports not less than "A". All insurance may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such procuring Person; provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than $20,000,000 in Constant Dollars, then such procuring Person shall also maintain excess liability coverage necessary to establish a total liability insurance limit of $20,000,000 in Constant Dollars, (iii) a plan of self-insurance, provided that any Person so self-insuring notifies Developer and the other Owners of its intent to self-insure and agrees that, upon the request of Developer or another Owner, it shall deliver to such other

Person each calendar year a copy of its annual report that is audited by an independent certified public accountant that discloses that such Party has $100,000,000 in Constant Dollars or more of net current assets, or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by an Owner in compliance with this Section 5.5, the procuring Person shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed $50,000.00 in Constant Dollars unless such Person complies with the requirements regarding self-insurance under clause (iii) above. The Developer and each Owner shall furnish to the Developer and to any other Owner requesting the same, a certificate(s) of insurance evidencing that the insurance required to be carried by such Person is in full force and effect.

The insurance required pursuant to this Section 5.5 shall include the following provisions:

(i) that the policy may not be canceled or reduced in amount or coverage below the requirements of this REOA, without at least 30 days' prior written notice by the insurer to each named insured and to each additional named insured;

(ii) for severability of interests;

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

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

(F) If during the Term hereof changes in the insurance industry shall make any of the descriptions of required insurance coverages described in the REOA inaccurate, inappropriate or obsolete, the Developer shall have the right, with notice to the other owners, to revise those provisions to accurately describe in the then current vernacular the types of insurance required hereunder.

5.6 Taxes and Assessments.

(G) Each Owner shall pay, or cause to be paid, prior to delinquency, all taxes and assessments with respect to its Lot, the buildings and improvements located thereon and any personal property owned or leased by such Owner located in the Property, provided, however, that if such taxes or assessments or any part thereof may be paid in installments, the Owner responsible therefor may pay each such installment as and when the same becomes due and payable. No Owner shall be prevented from contesting at its cost and expense any such taxes and assessments with respect to its Lot in any manner such Owner elects, so long as such contest is maintained with reasonable diligence and in good faith, and the tax bill pertaining thereto covers its Lot and no other property. At the time as such contest is concluded (allowing for appeal to the highest appellate court), the contesting Owner shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon; provided, however, that the contesting Owner shall pay any such taxes at any time necessary to insure against the issuance of a tax deed.

(H) Where all or a portion of taxes or assessments applicable to Common Areas other than any thereof contained within a Lot (the "Solely Common Area") are billed together with property that is not Solely Common Area, only that portion applicable to the Solely Common Area shall be included as Common Area Maintenance Costs based on the ratio which the acreage of the land or improvements, as applicable, comprising Solely Common Area bears to the acreage of all land or improvements, as applicable. included in the applicable bill. Where Solely Common Area is assessed other than as "land" or improvements", then the amount shall be allocated to Common Area Maintenance Costs in a manner consistent with the foregoing, or if not feasible, then using any other equitable manner determined by the Developer in its reasonable discretion, after consulting with the payee as to the method used to compute the applicable bill.

Developer shall be entitled to rely on worksheets and other information provided by the payee as to the amount of and method used to, compute the applicable bill, and on a plat of survey or other measurement provided by a third party surveyor or similar professional to establish sharing ratios.

5.7 Liens. In the event any mechanic's, materialmen's and/or laborer's lien or claim for lien is filed against the Lot 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 in accordance with this provision, and further agrees to indemnify, defend, and hold harmless the other Owner and its Lot against all Claims on account of such lien or claim of lien. The Owner permitting or causing such lien to be filed agrees to promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge within 15 days of the attachment of the lien to the Lot of the affected Owner. Nothing herein shall prevent an Owner permitting or causing such lien from contesting the validity thereof in any manner such Owner chooses so long as such contest is pursued with reasonable diligence and the other Lot Owner is adequately protected against loss, cost or damage arising by reason of such lien, and consents to security in lieu of immediate payment. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), and the Owner whose Lot is subject to such lien has allowed security to be posted to obtain its release or discharge, the Owner permitting or causing the lien shall immediately pay the indebtedness which gave rise to the lien or cause such security to be applied in discharge of the lien, together with any interest, penalties, costs or other charges necessary to release such lien.

5.8 Rules. The use of each Lot and the Common Areas is subject to reasonable rules and regulations now or hereafter adopted by the Developer. Any change to such rules and regulations shall apply from such time as written notice of the change is provided by the Developer. Such rules and regulations shall be applied uniformly to the Owners and Occupants.

ARTICLE 2

MISCELLANEOUS

2.1 Default.

(A) The occurrence of any one or more of the following events shall constitute a material default and breach of this REOA by the nonperforming Owner (file "Defaulting Owner"):

(i) The failure to make any payment required to be made hereunder within ten days of the due date, or

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

(B) With respect to any default under paragraph A(ii) above, the Developer (provided that it is not the Defaulting Owner) and any other Non-Defaulting Owner 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 Owner; provided however, that in the event the default shall constitute an emergency condition, the Developer or other Non-Defaulting Owner, as applicable, 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. Notwithstanding the foregoing, the Developer shall have the first right to cure any default. To effectuate any such cure, the Developer or the Non-Defaulting Owner, as applicable, shall have the right to enter upon the Lot of the Defaulting Owner (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Owner shall be responsible for default of its Occupants. In the event that the Developer or other Non-Defaulting Owner shall cure a default, the Defaulting Owner shall reimburse the curing Person for all costs and expenses incurred in connection with such curative action, plus interest as provided herein, within ten days of receipt of demand, together with reasonable documentation supporting the expenditures made.

(C) Costs and expenses accruing and/or assessed pursuant to Section 6.1(B) shall constitute a lien against the Defaulting Owner's Lot. Such lien shall attach and take effect only upon recording a claim of lien in the office of the Recorder by the Person making the claim. The claim of lien shall include the following:

(i) The name of the lien claimant;

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

(iii) An identification of the Owner or reputed Owner of the Lot or interest therein against which the lien is claimed;

(iv) A description of the Lot against which the lien is claimed;

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

(vi) A statement that the lien is claimed pursuant to the provisions of this REOA reciting the date of recordation and the recorded document number hereof.

The claim shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Defaulting Owner in accordance with Section 6.4. Such lien so claimed shall attach from the date of recording solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including 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

(D) No waiver by any Owner of any default under this REOA 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 of any default under any provision of this REOA 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 REOA.

(E) The Developer (provided that it is not the Defaulting Owner) and each other Non-Defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any Defaulting Owner or any other Person violating or attempting to violate or defaulting upon any of the provisions contained in this REOA, and to recover damages for any such violation or default; provided, however, that the Developer shall have the first right to prosecute any such action. 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 REOA, or to obtain a decree to compel performance of any such term, covenant or condition, 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 a Person under this REOA 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.

2.2 Interest. Any time an Owner shall not pay any sum payable hereunder to another within five days of the due date, such delinquent Owner shall pay interest on such amount from the due date to and including the date such payment is received by the Person entitled thereto, at the lesser of:

(A) The highest rate permitted by law to be paid on such type of obligation by the Person obligated to make such payment or the Person to whom such payment is due, whichever is less; or

(B) Three percent per annum in excess of the prime rate from time to time published in The Wall Street Journal (and if such prime rate is no longer published in The Wall Street Journal, then such comparable index as is commonly employed in substitution thereof).

2.3 Estoppel Certificate. Each other Owner agrees that upon the written request (which shall not be more frequent than three times during any calendar year) of the Developer or any other Owner, such Owner will issue to such Person, or to its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge that as of such date:

(A) whether it knows of any default under this REOA by the requesting Person, and if there are known defaults, specifying the nature thereof;

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

(C) whether this REOA is in full force and effect.

Such statement shall act as a waiver of any claim by the Person furnishing it 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. The issuance of an estoppel certificate shall in no event subject the Person furnishing it to any liability for the negligent or inadvertent failure to disclose correct and/or relevant information, nor shall such issuance be construed to waive any rights of the issuer to either request an audit of the Common Area Maintenance Costs for any year it is entitled to do so, or to challenge acts committed by other Owners for which approval by such Person or the Developer was required but not sought or obtained.

2.4 Notices. To be effective, all notices, demands and requests (collectively, "notice") required or permitted to be given under this REOA must be in writing and shall be deemed to have been given as of the date such notice is (a) delivered to the Owner intended, (b) delivered to the then designated address of the Owner intended, (c) rejected at the then designated address of the Owner intended, or (d) sent via facsimile so long as the original copy and confirmation of transmittal is also sent via clauses (a) or (b) on the same day. The initial addresses of the Developer shall be:

Developer: Spotless Express Matteson, LLC
c/o John F. Argoudelis, Esq.
15133 South Route 59
Plainfield, Illinois 60544
815/436-9410; jfa@jarglaw.com

Any notice incapable of being delivered to the required address other than due to the sender's fault (because the addressee has moved, etc.) is deemed to be a refusal. Upon at least ten days' prior written notice, each Owner shall have the right to change its address for notice purposes to any other address within the United States of America. Notices to other Owners shall be initially given to the address they respectively designate in a notice given pursuant to Section 6.8. If no such notice is given, then such Owner's address for notices shall be the "grantee's address" stated in the deed conveying its Lot to such Owner.

2.5 Approval Rights.

(A) Nothing contained in this REOA shall limit the right of the Developer or any other Owner to exercise its business judgment, or act in a subjective manner with respect to any matter as to which it has specifically been granted such right, or the right to act in its sole discretion or sole judgment, whether "objectively" reasonable under the circumstances, and any such exercise shall not be deemed inconsistent with any covenant of good faith and fair dealing otherwise implied by law to be part of this REOA; and the Developer and other Owners intend by this REOA to set forth their entire understanding with respect to the terms, covenants, conditions and standards pursuant to which their obligations are to be judged and their performance measured.

(B) Unless provision is made for a specific time period, each response to a request for an approval or consent shall be given by the Person to whom directed within 15 days of receipt of such request. Any disapproval shall be in writing and, subject to paragraph(A) above, the reasons therefor shall be clearly stated. If a response is not given within the required time period, the requested Person shall be deemed to have given its approval.

2.6 Condemnation. In the event any portion of the Property shall be condemned, the award shall be paid to the Owner owning the land or the improvement taken, except that (i) if the taking includes improvements belonging to more than one Owner such as Common Utility Lines or signs, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly used improvements to a useful condition, and (ii) if the taking includes easement rights which are intended to extend beyond the term of this REOA, the portion of the award allocable to each such easement right shall be paid to the respective grantee(s) thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this REOA which does not reduce or diminish the amount paid to the Owner owning the land or the improvement taken, then the owner of such other property interest shall have the right to seek an award for the taking thereof.

2.7 Binding Effect. The terms of this REOA and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Owners hereunder. This REOA is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

2.8 Transfer of Ownership. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Property owned by it which accrue during the period of such ownership, and such liability shall continue with respect to any portion transferred until the notice of transfer set forth below is given, at which time the transferring Owner=s personal liability for unaccrued covenants, obligations and undertakings shall terminate. For clarity, the Developer shall not be considered to be an "Owner" for purposes of the foregoing insofar as it is the Owner of any Common Area, but nothing in this sentence shall release or relieve Developer from its express obligations pursuant to any other provision of this REOA. No such notice of transfer shall affect the existence, priority, validity or enforceability of any lien permitted pursuant to this REOA including under Section 6.1(C).

An Owner transferring all or any portion of its interest in the Property shall give prompt notice to the Developer and all other Owners of such transfer and shall include therein at least the following information:

(A) the name and address of the new Owner, and

(B) a copy of the legal description of the portion of the Property transferred.

If a Lot is owned by more than one Person, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in such Lot shall designate one of their number to represent all Owners of such Lot and such designated Person shall be deemed the Owner of such Lot. Until the notice of transfer is given, the transferring Owner shall (for the purpose of this REOA only) be the transferee's agent.

2.9 Construction and Interpretation.

(A) This REOA and the Exhibits hereto contain all the representations and the entire agreement between the Developer and the other Owners with respect to the subject matter hereof.

(B) Whenever required by the context of this REOA, (i) the singular shall include the plural and vice versa, (ii) the masculine shall include the feminine and neuter genders and vice versa; and (iii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter.

(C) Except as otherwise specifically indicated, all references to an article, section or other provisions refer to Articles, Sections and other provisions of this Agreement, and all references to Exhibits refer to exhibits attached to this REOA.

(D) The captions preceding the text of each article, section or other provisions are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this REOA. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this REOA.

(E) Invalidation of any of the provisions contained in this REOA, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

(F) This REOA may be amended by, and only by, a written agreement signed by the Developer and shall be effective only when recorded with the Recorder, provided, however, that no such amendment shall impose any materially greater obligation on, or materially impair any right of, an Owner or its Lot without the consent of such Owner. No consent to the amendment of this REOA shall ever be required of any Occupant or Person other than the Developer and the Owners (if required) at the time, nor shall any Occupant or Person other than the Developer and the other Owners at the time have any right to enforce any of the provisions hereof. The Developer may consider, approve or disapprove any proposed amendment to this REOA in its sole and absolute discretion without regard to reasonableness or timeliness.

2.10 Negation of Partnership. None of the terms or provisions of this REOA shall be deemed to create a partnership between or among the Developer and/or the other Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturors or members of any joint enterprise. The Developer and each other Owner shall be considered as separate Persons, and neither the Developer nor any other Owner shall have the right to act as an agent for another such Person, unless expressly authorized to do so herein or by separate written instrument signed by the Person to be charged.

2.11 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property or of any Lot or portion thereof to the general public, or for any

public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of the Developer or any other Owner shall inure to the benefit of any unrelated third party, nor shall any unrelated third party be deemed to be a beneficiary of any of the provisions contained herein.

2.12 Excusable Delays. Whenever performance is required of any Person hereunder, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such Person, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this Section shall not operate to excuse any Person from the prompt payment of any monies required by this REOA.

2.13 Mitigation of Damages. In all situations arising out of this REOA, the Developer and all other Owners shall attempt to avoid and mitigate the damages resulting from the conduct of any other such Person, and each such Person shall take all reasonable measures to effectuate the provisions of this REOA.

2.14 REOA Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this REOA shall (A) entitle any Person to cancel, rescind or otherwise terminate this REOA, or (B) defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any part of the Property. However, such limitation shall not affect in any manner any other rights or remedies which a Person may have hereunder by reason of any such breach.

2.15 Time. Time is of the essence of this REOA.

2.16 No Waiver. The failure of any Person to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Person may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

2.17 Limitation of Liability. Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons, firms, corporations or entities who constitute the Developer or any other Owner, including officers, directors, employees or agents of such Person, with respect to any of the terms, covenants, conditions and provisions of this REOA. In the event of default by a Defaulting Party hereunder (as defined in Section 6.1) the Developer or any other Non-Defaulting Party (as defined in Section 6.1) who seeks recovery from a Defaulting Party hereto shall look solely to the interest of such Defaulting Party, its successors and assigns, in the Property for the satisfaction of each and every remedy of the Non-Defaulting Party; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of any Person:

to pursue equitable relief in connection with any term, covenants or condition of this REOA, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance; and

to recover from another Owner (or its guarantor) all losses suffered, liabilities incurred or costs imposed arising out of or in connection with, or on account of, such

Owner (or its guarantor) not funding its self-insurance obligations which were assumed pursuant to Section 5.5.

2.18 Administrative Entity. The Developer may, at its option, form a corporation, limited liability company, administrative association or other legal entity, which may own all or any portion of the Common Areas and other portions of the Property owned by Developer and may assume and be responsible for some or all of the Developer=s obligations hereunder. Any such entity shall be subject to the ownership and control of the Developer. The Developer shall provide the owners with notice of the assignment and acceptance of any such property or obligations of the Developer to such an entity and shall record a copy or memorandum of the agreement or other document effecting the assignment and acceptance of any of the Developer=s obligations hereunder. Such assignment and assumption shall be effective from the time of such recording. Thereafter, the assignee shall be responsible for the assigned obligations and the Developer shall have no further responsibility for them, except to the extent of any such obligations as relate to the time prior to the assignment and assumption.

TERM

Term of this REOA. This REOA shall be effective as of the date first above written and shall continue in perpetuity to the fullest extent legally possible; provided, however, that the easements referred to in Article 2 which are specified as being perpetual or as continuing beyond the term of this REOA shall continue in force and effect as provided therein. If this term is held to violate any rule against perpetuities, the term will extend only 21 years after the death of all descendants of former United States Ambassador Joseph Kennedy who are living or in gestation on the date of this REOA. Upon termination of this REOA, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this REOA, except for the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this REOA shall not limit or affect any remedy at law or in equity that a Person may have against any other Person with respect to any liability or obligation arising or to be performed under this REOA prior to the date of such termination.

IN WITNESS WHEREOF, the Developer have caused this REOA to be executed by their duly authorized representative effective as of the day and year first above written.

Spotless Express Matteson, LLC

By: _____
John F. Argoudelis
Its: Manager

STATE OF ILLINOIS)
)
COUNTY OF WILL)

John F. Argoudelis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), personally appeared before me, a Notary Public in and for said State County, and upon oath, acknowledged that he is the Manager of Spotless Express Matteson, LLC, and that such person as Manager, he executed the foregoing instrument for the purpose therein contained, by personally signing the name of the company as Manager.

Witness my hand and seal this 17th day of December, 2014.

Michelle R Danajka
Notary Public

My commission expires: 8-20-18

OFFICIAL SEAL
MICHELLE R DANAJKA
Notary Public - State of Illinois
My Commission Expires Aug 20, 2018

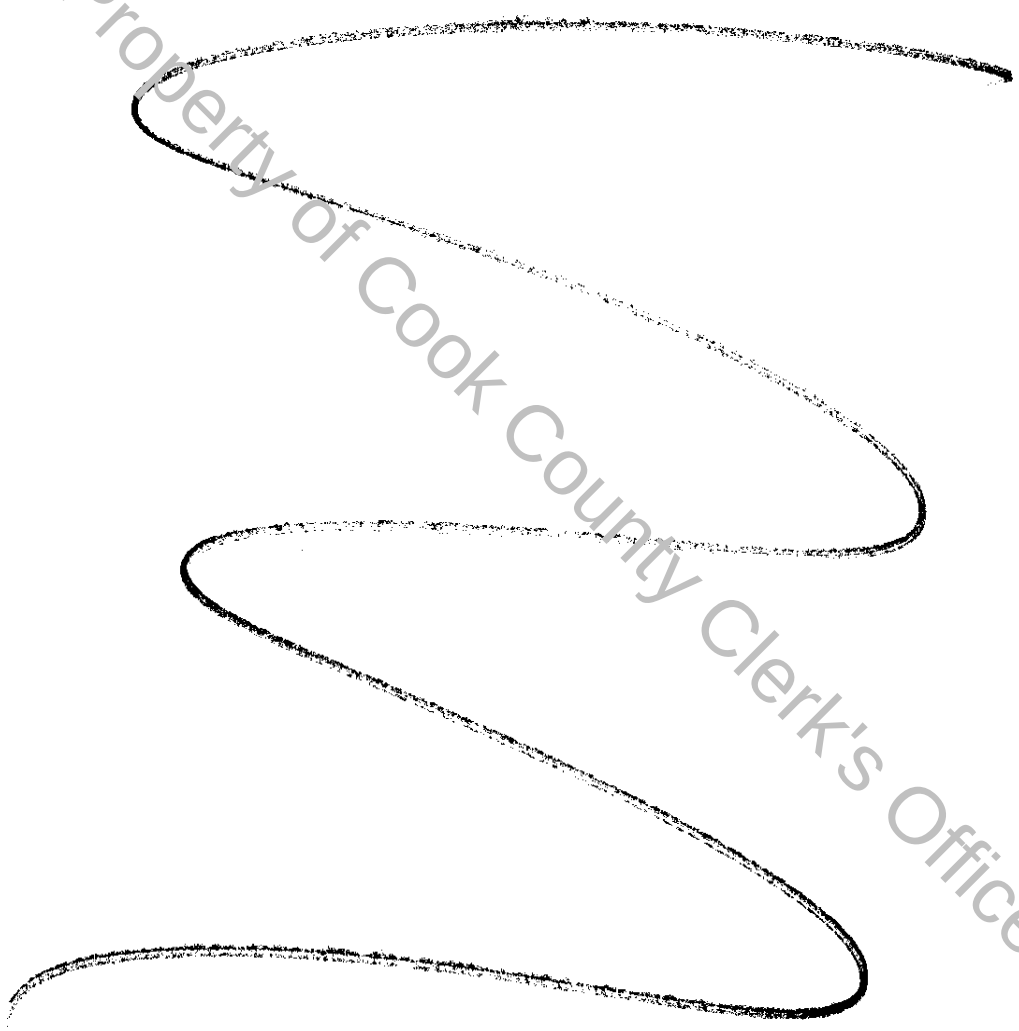
EXHIBIT A
The Property

Lot 1 in Corporate Lakes Unit Seven being a resubdivision of Lots 1, 2 and detention Lot 3 in Corporate Lake Unit 2, being a subdivision of part of the Southeast 1/4 of Section 16, Township 35 North, Range 13, East of the Third Principal Meridian, according to the plat thereof filed July 11, 1989 as Torrens Document No. LR3808692 in Cook County, Illinois, and a resub of Lot 1 in Corporate Lakes Unit Three being a subdivision of part of the Southeast 1/4 of Section 16, Township 35 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1990 as Torrens Document No. LR3906648, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 31-16-403-014-000

EXHIBIT B

Site Plan



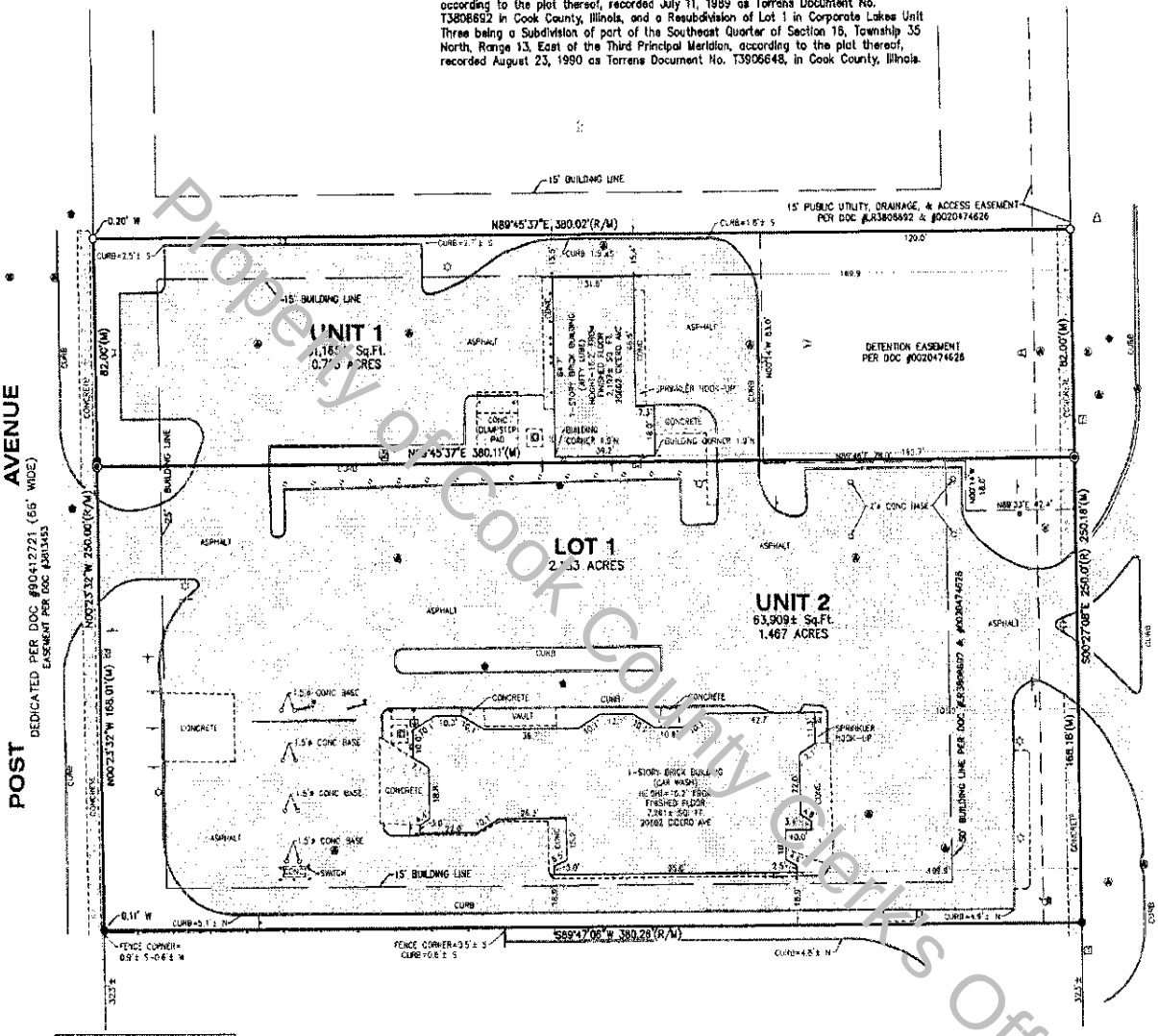
SITE PLAN

VSEI
Vanderstappen Surveying & Engineering, Incorporated
1316 North Madison Street, Woodstock, Illinois
(815) 337-8310 www.vanderstaps.com

PLAT OF SURVEY
MATTESON NASCAR
COMMERCIAL CONDOMINIUMS

P.I.N. 31-16-403-014-000 – 20602 & 20608 SOUTH CICERO AVENUE, MATTESON, ILLINOIS 60443

Lot 1 in Corporate Lakes Unit Seven being a Resubdivision of Lots 1, 2 and Detention Lot 3 in Corporate Lakes Unit 2, being a Subdivision of part of the Southeast Quarter of Section 16, Township 35 North, Range 13 East of the Third Principal Meridian, according to the plat thereof, recorded July 11, 1989 as Torrens Document No. T3808692 in Cook County, Illinois, and a Resubdivision of Lot 1 in Corporate Lakes Unit Three being a Subdivision of part of the Southeast Quarter of Section 16, Township 35 North, Range 13, East of the Third Principal Meridian, according to the plat thereof, recorded August 23, 1990 as Torrens Document No. T3906648, in Cook County, Illinois.



LEGEND	
•	BOLLARD
TV	CABLE TV
CB	CATCH BASIN
EM	ELECTRIC METER
FES	FLARED END SECTION
FH	FIRE HYDRANT
•	FLAGPOLE
●	FOUND IRON BAR
O	FOUND IRON PIPE
GM	GAS METER
☼	LIGHT
SM	STORM MANHOLE
WV	WATER VALVE VAULT
SM	SANITARY MANHOLE
○	SET IRON BAR
⚐	SIGN
TR	TELEPHONE RISER
T	TRANSFORMER
WM	WATER METER
WSV	WATER SERVICE VALVE
WV	WATER VALVE
(R)	RECORD
(M)	MEASURE

SCALE: 1" = 30'

CLIENT: JOHN ARGOUDELIS
DRAWN BY: APG CHECKED BY: WJV
SCALE: 1"=30' SEC. 16 T. 35 R. 13 E.
BASIS OF BEARING: PER RECORD SUBDIVISION
P.I.N.: 31-16-403-014-0000
JOB NO.: 140537 I.D. CND
FIELDWORK COMP.: 12/9/14 BK. ___ PG. ___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: 100561

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
- No distance should be assumed by scaling.
- No underground improvements have been located unless shown and noted.
- No representation as to ownership, use, or possession should be hereon implied.
- This Survey and Plat of Survey are void without original embossed or colored seal and signature affixed.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

ADDED STREET ADDRESS AND REVISED TITLE – 12/17/14 APG

STATE OF ILLINOIS)
) S.S.
COUNTY OF McHENRY)

In my professional opinion, and based on my observations, I hereby certify that we have surveyed the premises above described, and that the plat hereon is a true representation of the said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated at Woodstock, McHenry County, Illinois 12/10 A.D., 20 14.

Vanderstappen Surveying & Engineering, Inc.
Design Firm No. 184-002792

By: _____
Illinois Professional Land Surveyor No. 2709

EXHIBIT B