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Address of Property:

2985-3003 Mannheim Road,
3011-3045 Orchard Place
10194, 10246 and 10256 Higgins Rd.
Des Plaines, Illinois

PIN Nos.:

- 09-33-305-002-0000
- 09-33-305-005-0000
- 09-33-305-006-0000
- 09-33-305-009-0000
- 09-33-305-010-0000
- 09-33-305-013-0000
- 09-33-305-014-0000
- 09-33-306-001-0000
- 09-33-309-001-0000
- 09-33-309-010-0000
- 09-33-500-005-0000



Doc# 1704519094 Fee \$80.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/14/2017 01:43 PM PG: 1 OF 22-

(Above Space for Recorder's Use Only)

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

This Declaration Of Covenants, Conditions, Restrictions, And Easements ("Declaration") is made by and entered into as of February 7, 2017, by O'Hare Real Estate, LLC, an Illinois limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of approximately four and fifty eight hundredths (4.58) acres of property bounded by Illinois I-90/Jane Adams Tollway to the North, Mannheim Road to the West, Willow Creek to the South and Wisconsin Central LTD rail line to the East, in Des Plaines, Illinois, (the "Property"), which property is legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, It is the intention of Declarant to develop the Property as multi-use development to be known as "The Orchards at O'Hare" (the "Project"), and which Project is more particularly described in the planned unit development ("PUD") filed by the Declarant and approved by the City of Des Plaines (the "City") on January 5, 2017; and

WHEREAS, The Property shall consist of four separate parcels, hereinafter referred to as "Developer Parcel 1", "Developer Parcel 2", "Developer Parcel 3", and "Developer Parcel 4", (each individually a "Parcel", and collectively, "Parcels"), which Parcels are legally described, and located as shown on Exhibit A-1; and

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(ii) Reciprocal Easements and Covenants Agreement by and between the City and the Rosemont Park District, dated November 22, 2016, and recorded as Document No. 1702018084 with the Cook County Recorder of Deeds (the "RPD REA") and (ii) Reciprocal Easements and Covenants Agreement by and between the Declarant and the City, dated February 7, 2017, and recorded as Document No. 1704519092 with the Cook County Recorder of Deeds (the "REA"); and

WHEREAS, The Declarant desires by this Declaration to assure the harmonious use, operation and relationship of the Property and all portions thereof within the Project, by providing for, declaring, and creating certain covenants, conditions, restrictions and easements against and affecting the Property or any portion thereof within the Project.

NOW, THEREFORE, Declarant hereby declares that the Property and any part thereof shall be held subject to following covenants, conditions, reservations and restrictions, which shall run with the land and shall be binding upon and inure to the benefit of all parties owning, occupying or otherwise having any interest (including a mortgage interest) in land within the Property, and their respective heirs, personal representatives, successors and assigns.

ARTICLE I GENERAL

SECTION 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) **"Building"** or **"Buildings"** shall mean any commercial building, hotel or other building permanently affixed to the Property, and all improvements permanently affixed to the Property.

(b) **"Class A Standards"** shall mean standards consistent with that then-observed by owners or managers of Class A multi-use developments in and around Des Plaines, Illinois and in compliance with all governmental and quasi-governmental laws, codes, rules and regulations. For the hotel Building to be built on Developer Parcel 4, "Class A Standards" shall mean standards consistent with that then-observed by owners or managers of first-class hotels in and around Des Plaines, Illinois and in compliance with all governmental and quasi-governmental laws, codes, rules and regulations.

(c) **"Default Rate"** shall have the meaning set forth in Section 5.5 herein.

(d) **"Joint Use Areas"** shall mean the those areas of the Project which are not within the footprint of any Building or Improvement, and which includes the Parking Areas, Drainage Areas, landscaped areas, and all easements, accesses, improvements, and rights serving the Project.

(e) **"Improvements"** shall mean Buildings and all additional structures and improvements permanently affixed to the Project.

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- (f) **“Indemnifying Owner”** shall have the meaning set forth in Section 7.2 herein.
- (g) **“Indemnitee”** shall have the meaning set forth in Section 7.2 herein.
- (h) **“Landscaping”** shall mean all lawns, grass, ground cover, shrubs, plants, trees and flowers, including automatic sprinkler systems, if any, located on any Joint Use Areas of the Project, including, without limitation, the entrances and exits of the Project, and landscaped areas in the parking islands in the Parking Areas..
- (i) **“Lighting Fixtures”** shall mean all posts, poles, fixtures and equipment, including automatic lighting controls and bulbs, used for lighting the Joint Use Areas of the Project, including, without limitation, the Parking Areas of the Project.
- (j) **Intentionally Omitted**
- (k) **“Owner”** shall mean each and every person or entity who is record owner of, or beneficiary of a trust holding fee simple title to any Parcel, except, however that the term “Owner” shall not include any person or entity who holds only a lien or security interest in any such portion of the Project, 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.
- (l) **“Parking Areas”** shall have the meaning set forth in Section 3.2 herein.
- (m) **“Pro Rata Share”** shall mean that certain percentage of the Shared Expenses attributed to each Owner, as set forth in Article 5.
- (n) **“Shared Expenses”** shall have the meaning set forth in Article 5 herein.

ARTICLE II **EASEMENTS**

Section 2.1 **Easement for Ingress and Egress.** The Declarant hereby reserves, grants, creates and declares a non-exclusive, irrevocable and perpetual easement to each Owner for ingress and egress to and from each Parcel, to and from any other Parcel or to and from any public rights of way for (i) pedestrians and motor vehicles over, across and upon the paved areas within a Parcel, and (ii) pedestrians over, across and upon all walkways and sidewalks now or hereafter existing in the Project.

Section 2.2 **Easement for Drainage.** Declarant shall construct or install storm water detention vaults, private storm sewers, related equipment, appurtenances, structures, and swales (collectively “Storm Water Facilities”), generally located within Developer Parcel 2, Developer Parcel 3 and Developer Parcel 4, as depicted on the Site Plan of the Project attached as Exhibit “B” (the “Drainage Areas”). The Drainage Areas provide storm water drainage retention and

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detention facilities for the Project, to collect and direct storm water into the City's storm sewer system. The Declarant hereby reserves, grants, creates and declares a non-exclusive, irrevocable and perpetual easement to each Owner of a Parcel to use the Storm Water Facilities for the flow of storm water run-off through and to the Drainage Areas. Such easement shall include the right of each Owner to enter onto any Parcel, to the extent necessary and subject to the terms of this Declaration, to maintain, repair, replace and otherwise provide for the flow of storm water run-off through and to the Drainage Areas.

Section 2.3 Easement for Utility Facilities. Except for within any footprint of any Building located on any Parcel, Declarant hereby reserves, grants, creates and declares a non-exclusive, irrevocable and perpetual easement to each Owner for the purposes of entering onto other Parcels, to the extent necessary, for the installation, use, operation, maintenance, repair, enlargement, replacement, relocation and removal of any sanitary sewer facilities, natural gas systems, water systems, fire protection installations, electrical power systems, television cable systems, and voice, image and data transmission and telecommunications systems, subject to (i) the prior approval of each Owner of such affected Parcel, which approval shall not be unreasonably withheld, and (ii) all of the other terms of this Declaration.

Section 2.4 Easement for Construction. Declarant hereby reserves, grants, creates and declares a non-exclusive, irrevocable and perpetual easement to each Owner for ingress and egress to and from each Parcel and each Owner for persons, vehicles and materials over, on, across and through each Parcel to the extent necessary to permit the construction, restoration or reconstruction of any and all Improvements at the Project. Each Owner may impose reasonable limitations on the any other Owner's exercise of its rights under this Section 2.4, including without limitation, establishing paths of ingress and egress, and hours of the day of the week during which such Owner may use and enjoy the easement granted in this Section 2.4.

Section 2.5 Change in Configuration of Easement Areas. The easement areas depicted on the Exhibits attached hereto on and on the PUD for ingress and egress, parking, utilities, drainage, temporary construction, signage and landscaping, respectively are based on preliminary plans for the development of the Project. In the event of any changes and the relocation of parking spaces, utilities, drainage areas, signage or landscaping, Declarant reserves the right to revise the drawings of boundaries of easement areas depicted on the Exhibits attached hereto, provided such change does not materially interfere with the use of any easement granted hereunder.

ARTICLE III PARKING

Section 3.1 Easement for Parking Areas. The Declarant hereby reserves, grants, creates and declares a non-exclusive, irrevocable and perpetual easement to each Owner of any Parcel for the use of the Parking Areas (as that term is defined below) for the purpose of parking motor vehicles in parking spaces and for ingress and egress for pedestrians and motor vehicles over, across and upon the Parking Areas situated on any Parcel, as necessary and subject to the terms of this Declaration, to use such Parking Areas, and for ingress and egress to and from one Parcel to and from any other Parcel and to and from any public rights of way subject to the parking restrictions contained in Section 3.4 of this Declaration. Notwithstanding anything herein to the

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contrary, no boat, trailer, recreational vehicle, mobile home, commercial or non-passenger van, camper shell which is detached from a vehicle or otherwise not mounted on a vehicle, nor truck which (a) is larger than one ton capacity, or (b) has a mounted camper shell which protrudes from the truck from either side or from beyond the rear gate or above the cab ceiling, shall be parked within the Parking Areas, provided however, all buses, commercial vehicles transporting individuals or groups who intend to rent a room at the hotel situated on Developer Parcel 4 shall be permitted to park only in the Parking Areas situated on Developer Parcel 4. Commercial vehicles shall only be permitted to park in areas designated for such purposes. Commercial vehicles shall not be permitted to park in the Parking Areas overnight. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited in the Parking Areas, and no vehicle shall be repaired in the Parking Area. No Owner shall conduct or allow to be conducted repairs or restorations of any motor vehicle of any kind whatsoever within the Parking Areas, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle to a proper repair facility located off the Parcels.

Section 3.2 Parking Areas. Parking shall be permitted only in the paved areas of the Project designated and striped for parking of motor vehicles (the "Parking Areas").

Section 3.3 Allocation of Parking Spaces. At all times during the term of this Declaration, the Owners (and their tenants, and their respective agents, employees, guests and invitees) shall have the right to use any parking spaces in the Parking Areas, subject to reasonable parking rules and regulations that may be reasonably adopted by the Declarant and communicated to the Owners to be in effect from time to time. All parking spaces at the Project (except for any parking spaces designated "Exclusive Parking Spaces" per Section 3.4 below) shall be available on a first-come, first-served basis. Except as may be provided herein or hereafter established in accordance with the terms of this Declaration, no parking space shall be designated for exclusive use by any Owner, tenant or any other party.

Section 3.4 Exclusive Parking Spaces.

- A. Developer Parcel 3 Exclusive Parking Spaces. For as long as Developer Parcel 3 is used and operated as a restaurant, the Owner of Developer Parcel 3 shall be entitled to designate up to ten (10) parking spaces as "Parcel 3 Exclusive Parking Spaces" within certain portions of the Parking Areas located on Developer Parcel 3, for the exclusive use of its tenant and invitees for seven days of the week, during the time that is one hour before such tenant opens daily for business, and one hour after tenant closes daily for business.
- B. Developer Parcel 4 Exclusive Parking Spaces. For as long as Developer Parcel 4 is used and operated as a hotel, the Owner of Developer Parcel 4 shall be entitled to designate the amount of parking spaces required to satisfy any franchise or zoning code requirements as "Parcel 4 Exclusive Parking Spaces" within certain portions of the Parking Areas located on Developer Parcel 4, for its exclusive use for seven days of the week, between the hours of 3:00 p.m. and 10:00 a.m.. Each of the parcel 3 Exclusive Parking Spaces and the Parcel 4 Exclusive Parking Spaces shall be more particularly described in Exhibit "C".

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ARTICLE IV MAINTENANCE

Section 4.1 Easement for Maintenance. The Declarant hereby reserves, grants, creates and declares a non-exclusive, irrevocable and perpetual easement to itself over any Parcel for ingress and egress to and from each Parcel for persons, vehicles and materials over, on, across and through each Parcel to the extent necessary to permit Declarant to perform any and all maintenance, repair and replacement obligations as required under this Declaration.

Section 4.2 Maintenance of Drainage Areas. The Declarant shall maintain (and replace or supplement as necessary) the Drainage Areas and Storm Water Facilities for the Project, and the Owners shall pay their Pro Rata Share (in accordance with Article V below) of the aggregate of the costs incurred by the Declarant for the maintenance and replacement (or supplementation) of the Drainage Areas and Storm Water Facilities.

Section 4.3 Maintenance and Repair of Parking Areas. The Declarant shall maintain, repair and replace the Parking Areas and all other paved areas within the Project. The Owners shall pay their Pro Rata Share (in accordance with Article V below) of the aggregate of such maintenance, repair and replacement costs paid or incurred by the Declarant for all of the Parking Areas and all other paved areas within the Project.

Section 4.4 Maintenance and Repair of Joint Use Areas. To the extent not covered elsewhere in this Declaration, the Declarant shall maintain, repair and replace the Joint Use Area.. The Owners shall pay their Pro Rata Share (in accordance with Article V below) of the aggregate of such maintenance, repair and replacement costs paid or incurred by the Declarant for all of the Joint Use Areas.

Section 4.5 Lighting. Declarant shall repair, maintain and replace the Lighting Fixtures. The Owners shall pay their Pro Rata Share (in accordance with Article V below) of the aggregate of all such Lighting Fixtures repair and maintenance expenses (including, without limitation, the cost of the electricity supplied to the Lighting Fixtures and the cost of replacing bulbs and ballasts).

Section 4.6 Landscaping. Declarant shall maintain (and replace or supplement as necessary) the Landscaping, replacing and replanting dead or diseased Landscaping. The Owners shall pay their Pro Rata Share (in accordance with Article V below) of the aggregate of the costs incurred by the Declarant for the maintenance and replacement (or supplementation) of the Landscaping.

Section 4.7 Maintenance and Construction Standards. Each Owner, in exercising its rights under the easements granted herein and in completing any Improvement on their respective Parcel, shall (a) perform all work in a good and workmanlike manner, expeditiously and in accordance with good construction practices, (b) conduct its construction activities in a manner so as not to unreasonably interfere with the use, occupancy or enjoyment of any other Parcel by the other Owners, (c) comply with all applicable governmental and quasi-governmental laws, codes, rules and regulations, including without limitation, the City's building code, (d) comply with all of the applicable provisions of this Declaration, (e) use and incorporate only first class

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materials and equipment in connection with any such construction, (f) keep their respective Parcel free from mechanic's or materialman liens, and (g) take such other actions as may be reasonably necessary to ensure the protection and safety of each Owner, its tenants and their respective agents, employees and invitees and each Owner's property.

Section 4.8 Repair / Restoration. If an Owner enters onto another Parcel to exercise any rights granted herein, such Owner, at its sole cost and expense, shall promptly and diligently, and with as minimal disruption as is practicable, repair any damage caused by such entry and shall restore the surface to its condition existing prior to such entry; provided, however, that each Owner shall pay its Pro Rata Share of such repair costs, unless the necessity for such repairs.

Section 4.9 City Right of Enforcement. The Declarant hereby grants, creates and declares a non-exclusive, irrevocable and perpetual easement to City to enforce and perform the covenants and obligations with respect to Section 4.2 and 4.3, which Declarant has neglected or failed to perform. City's right to enforcement and performance hereunder may be undertaken only after City has given Declarant no less than thirty (30) days written notice, which notice shall require that Declarant perform within sixty (60) days after such notice, subject to any Force Majeure event. In the event the City shall perform the covenants and obligations with respect to Section 4.2 and 4.3, then the City shall also have a right to assess against any Parcel for such work, and if not paid within forty five (45) days after written notice to Owner of such Parcel, have a lien placed against the affected Parcel.

ARTICLE V SHARING OF COSTS

Section 5.1 Sharing of Costs. Each Owner shall pay its Pro Rata Share of certain Project costs, including capital expenditures and certain maintenance costs, as set forth in this Declaration (collectively, the "Shared Expenses"). The Pro Rata Share of Shared Expenses for each Owner shall be a fraction, the numerator of which shall be the square footage of their respective Parcel and the denominator of which shall be the square footage of the Project, as follows:

- Developer Parcel 1 = 15.24%
- Developer Parcel 2 = 11.72%
- Developer Parcel 3 = 23.75%
- Developer Parcel 4 = 49.29%

Section 5.2 Budget. Declarant shall prepare or cause to be prepared, and furnish to the Owners an annual budget (the "Annual Budget"), which Annual Budget shall set forth in reasonable detail, the Shared Expenses which the Declarant reasonably expects to incur in the following calendar year. Declarant shall not incur any Shared Expenses other than the Shared Expenses contained in the Annual Budget, without the prior written consent of the Owners, except for those Shared Expenses which (i) are required in connection with an emergency involving imminent danger to persons or property or which are required to avoid the suspension of any necessary service to the Project, or to comply with law (provided the Declarant shall make good faith efforts to give the Owners notice of any such emergency expenditures prior to or within a reasonable time after effecting such emergency measures), (ii) do not exceed one

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hundred ten percent (110%) of the specific line item for the appropriate category of Shared Expense set forth in the annual budget, or (iii) are otherwise authorized or directed by the other Owners.

Section 5.3 Authority to Assess. The Declarant shall assess against the Owners, and the Owners shall pay to the Declarant, at the times hereinafter set forth, their Pro Rata Share of the Shared Expenses and any other amount due to the Declarant from the Owners hereunder. All amounts payable by the Owners shall be assessed to the Owners by the Declarant within a reasonable period in advance of payment, but no more frequently than monthly (except in an emergency) and shall be accompanied by a reasonably itemized statement of Shared Expenses and the manner in which the Owners respective shares were determined. The Owners shall pay the amount shown on their respective statement within fifteen (15) days after receipt. Alternatively, or in combination with the foregoing, the Declarant may, from time to time, issue a statement of estimated Shared Expenses for a calendar year based on the annual budget, setting forth each Owners' Pro Rata Share of such estimated Shared Expenses, and the Owners shall, in such event, pay such estimated amount or other specified installment on the later of fifteen (15) days after such statement is received and the first day of such year, or may, if the Declarant so elects to permit monthly payments, pay one-twelfth of such estimated amount or other specified installment on the first of each month thereafter or at such other periods specified in such statement without further notice or statements from the Declarant. If such statement is issued after a calendar year commences, the Declarant may also require an additional payment at the time the next monthly payment is due upon receipt of the statement of estimated Shared Expenses to bring payments current, so that such payments plus future payments equal total estimated Shared Expenses. In order to ensure the Owners' payments of all amounts owed by the Owners under this Declaration, the Declarant shall have the right, in addition to all other legal rights and remedies, to assert and record a lien against that Owner's Parcel and to foreclose the same in accordance with the provisions of Section 5.6. No Owner may 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 its Parcel.

Section 5.4 Annual Reconciliation. On April 1 following the end of each calendar year, or as soon thereafter as is reasonably possible, the Declarant shall prepare and deliver to the Owners a statement (the "Annual Statement") showing the actual amount of the Shared Expenses incurred by the Declarant during such prior calendar year. If the amounts paid by the Owners on account of the Shared Expenses for such calendar year exceed the Owners' Pro-Rata share of the actual amount of such Shared Expenses for the calendar year, then such excess payment shall, at the option of the Declarant, be credited to the Owners' Pro Rata Share of the estimated Shared Expenses for the following calendar year or refunded to the Owners. If the amounts paid by the Owners on account of the Shared Expenses for such calendar year are less than the Owners' Pro-Rata share of the actual amount of such Shared Expenses for the calendar year, then the Owners shall pay the full amount of such deficiency within fifteen (15) days after receipt of the Annual Statement.

Section 5.5 Delinquent Payment of Assessments. Assessments or charges shall be due within fifteen (15) days after invoice therefor. If an Owner fails to pay any assessment or charge when due (the "Non-Paying Owner"), then the Non-Paying Owner shall be liable for interest on the delinquent amount accruing from and after the due date for such payment at a rate (the "**Default**

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Rate”) equal to five percent (5%) per annum above the prime rate published in *The Wall Street Journal*, or the maximum amount permitted by law, on the day the delinquency arises. In addition to the foregoing and in addition to all other legal and equitable rights and remedies, the Declarant may (i) bring an action at law against the Non-Paying Owner obligated to pay the delinquent amount, (ii) assert and record a lien against the Non-Paying Owner’s Parcel and foreclose the lien created in favor of the Declarant by preceding at equity in accordance with Illinois law, and (iii) collect in said action or through said proceeding the delinquent amount, together with interest at the Default Rate thereon and the costs of collection and attorneys’ fees of any such action or proceeding.

Section 5.6 Declarant’s Lien. The lien provided for under Section 5.3 and Section 5.5 hereof shall secure the payment of the amounts owed to the Declarant, interest at the Default Rate thereon, and the costs and the attorneys’ fees described in Section 5.5(iii) above. The lien for any amount due provided for in this Declaration shall be subordinate to the lien held by any first 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 Parcel pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve the Parcel from the lien for any assessments or charges thereafter becoming due, or from the lien of any subsequent amounts due.

ARTICLE VI RESTRICTIONS GOVERNING IMPROVEMENTS

Section 6.1 Use Restrictions.

A. Compliance with Laws. All uses at the Project must comply with applicable governmental and quasi-governmental laws, codes, rules and regulations, including without limitation, the City zoning code.

B. Noxious Uses. No noxious or offensive trades, services or activities shall be conducted on any Parcel or in any part of the Project. Noxious activities shall mean any activities that are not in keeping with the character of Class A Standards and shall include, without limitation, the following: a sports or other entertainment viewing facility (whether live, film, audio/visual or video), except in connection with the operation of a restaurant; an automobile body and fender shop; an automobile repair shop (mechanical or otherwise); a catering or banquet hall (except in connection with the operation of a hotel); a so-called “head shop” or “smoke shop”; a bowling alley; a billiard or bingo parlor or any establishment conducting gambling and/or games of chance of any kind; a sales office, showroom, dealership, or storage facility for boats, automobiles or other vehicles; an establishment serving or selling alcoholic beverages (other than in connection with the operation of a sit-down restaurant, grocery store, wine store or wine tasting room, convenience store or a hotel); a pawn shop; a dry cleaning or laundry plant (other than in connection with the operation of a hotel); a funeral parlor; a massage parlor; a discotheque or dance hall; a bar, tavern, nightclub, or similar establishment (other than in connection with the operation of a hotel or restaurant); a recycling facility or stockyard; a skating rink; an off-track betting establishment or any other gambling or gaming establishment; a house of worship; an amusement arcade or game room (other than in connection with the operation of a hotel); a thrift or good will shop or second-hand store; a junkyard; a so-

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called “flea market”; any fire sale, bankruptcy sale or auction house operation; industrial; factory; manufacturing; warehouse (except for a telecommunication or data center); dumping, disposing, in connection with or reduction of garbage (exclusive of garbage compactors located in any Building loading dock area); veterinary hospital or animal raising or boarding facilities; mobile home park, trailer court, labor camp, stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance); living quarters, apartments, lodging rooms or residential purposes (other than the operation of a hotel).

C. Hotel Exclusive. So long as a hotel is situated on Developer Parcel 4, no other portion of the Project will be used, sold, leased or allowed to be used by any party as a motel, hotel, or any other form of temporary or transient residence.

Section 6.2 Compliance with Laws. All Owners hereby covenant and agree that they shall comply with the requirements of all public laws, ordinances and regulations from time to time applicable to its Parcel and the Improvements thereon, and shall make any and all alterations and repairs in, on and about its Parcel as may be required by, and shall otherwise observe and comply with, all public laws, ordinances and regulations from time to time applicable to its Parcel.

ARTICLE VII INSURANCE AND INDEMNIFICATION

Section 7.1 Insurance.

A. Liability Insurance. Each Owner shall each keep in full force and effect at all times a policy of public liability insurance with respect to its respective Parcel and easements appurtenant thereto created under this Declaration. Each policy shall contain limits of public liability on account of bodily injuries or death as the result of any one accident or on account of property damage in an amount equal to the greater of (i) \$2,000,000, or (ii) the amount of public liability coverage commonly in force with respect to comparable properties in the vicinity.

B. Policies. All policies of insurance referred to in Section 7.1 A. above shall (i) include the Declarant and other Owners (and their respective mortgage lender(s), if requested in writing by the respective Owner identifying such mortgage lender(s)), as its or their interest may appear, as additional insureds; and (ii) insure Declarant and such Owners against liability rising out of the other Owner’s negligence or the negligence of any other person, firm, corporation or other entity and contain a contractual liability endorsement for all liability assumed by each Owner under this Declaration. All policies procured hereunder shall be on standard policy forms issued by insurers of recognized responsibility, rated A+VII or better by Best’s Insurance Rating Service, and qualified to do business in Illinois. Each Owner shall deliver to the other Owner a certificate of such insurance and shall hereafter deliver certificates evidencing such insurance not less than ten (10) days prior to the expiration thereof.

Section 7.2 Indemnity. Each Owner (hereinafter, in this Section 7.2 and 7.3, the “Indemnifying Owner”) covenants and agrees, at its sole cost and expense, to indemnify and

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hold harmless the other Owners and such other Owners' members, managers, shareholders, beneficiaries, guests, invitees, agents and employees (hereinafter, in this Section 7.2, collectively, the "Indemnitee") from and against any and all claims against the Indemnitee for losses, liabilities, damages, judgments, costs and expenses and any actions or proceedings arising therefrom, by or on behalf of any person, other than the Indemnitee, arising from the Indemnifying Owner's use of the Indemnitee's Parcel or activities therein or arising out of the Indemnifying Owner's or any Indemnifying Owner's permittees' use, exercise or enjoyment of an easement created herein, or a breach of any covenant contained herein and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, the Indemnifying Owner, upon notice from the Indemnitee and at the Indemnifying Owner's sole cost and expense, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to the Indemnitee.

Section 7.3 Waiver of Right of Recovery and Subrogation. Each Indemnifying Owner hereby waives any and all rights of recovery against any Indemnitee for any loss or damage to the Improvements located on its respective Parcel or the contents contained therein, for loss of income on account of fire or other casualty, or for injury sustained on its Parcel. Notwithstanding anything in this Declaration to the contrary, each Indemnifying Owner shall cause its insurance carrier(s) and any other party claiming by, through or under such carrier(s), by way of subrogation or otherwise, to waive any and all rights of recovery, claim, action or causes of action against any other Indemnitee for any loss of life, personal injury and/or property damage arising from or relating to any occurrence in, upon or at the Indemnifying Owner's Parcel, including all rights (by way of subrogation or otherwise) of recovery, claims, actions or causes of action arising out of the negligence of any Indemnitee, which loss or damage is (or would have been, had the insurance required by this Declaration been maintained) covered by insurance; and each Indemnitee hereby waives, and shall cause their respective insurance carrier(s), or any other party claiming by, through or under such carrier(s), by way of subrogation or otherwise, to waive any and all rights of recovery, claim, action or causes of action against Indemnifying Owner for any loss of life, personal injury and/or property damage arising from or relating to any occurrence in, upon or at the Indemnitee's Parcel of recovery, claims, actions or causes of action arising out of the negligence of any Indemnitee, which loss or damage is (or would have been, had the insurance required by this Declaration been maintained) covered by insurance.

SECTION VIII CONDEMNATION

If any portion of the entrances, drives, roadways or Parking Areas on any of the Parcels shall be acquired for any public or quasi-public use through taking by condemnation, eminent domain or any like proceeding, or purchase in lieu thereof, the Owner of the affected Parcel agrees to use its best efforts to restore the remaining portions of the entrances, drives and roadways and Parking Areas to provide substitute easements or rights for the same purpose as the acquired easements or rights under this Declaration. The proceeds of any award which are attributable to the taking of land shall be paid to the Owner of the Parcel whose land is so taken and that Owner shall be responsible for performing any repairs or restoration on its Parcel to

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maintain the easements benefiting the owner of the other Parcels. In the event a Parcel or any part thereof is taken by Condemnation, each other Owner waives, in favor of the Owner whose Parcel or any part thereof is taken by Condemnation, any value of the condemnation award attributable to any easements an Owner holds in the Parcel of such other Owner; and no part of such award shall be payable to the holder of the dominant tenement by virtue of such easement.

SECTION IX **EVENTS OF DEFAULT**

Section 9.1 Events of Default. The failure by an Owner to perform any provision of this Declaration to be performed by such Owner (the "Defaulting Party") shall constitute a default if the failure to perform is not cured within thirty (30) days after the Defaulting Party receives written notice thereof from Declarant or other Owner (the "Non-Defaulting Party").

Section 9.2 Right to Cure; Remedies. If a Defaulting Party shall have failed to cure a default after the thirty (30) day period set forth above, the Non-Defaulting Party may, at its election, but without obligation therefor (i) seek specific performance of any obligation of the Defaulting Party; (ii) pursue an action for injunctive relief; (iii) from time to time without releasing the Defaulting Party in whole or in part from the Defaulting Party's obligation to perform any and all covenants, conditions and agreements to be performed by the Defaulting Party hereunder, cure the default at the Defaulting Party's cost; or (iv) exercise any other remedy given hereunder or now or hereafter existing at law or in equity. All such remedies may be exercised alternatively or cumulatively. All reasonable costs, including but not limited to attorneys' fees and court costs incurred by the Non-Defaulting Party in order to cure such a default by the Defaulting Party shall be due from the Defaulting Party upon demand therefor delivered by the Non-Defaulting Party, and shall constitute a lien on the Parcel of the Defaulting Party which may be enforced in the manner of enforcement of judgment liens. The Non-Defaulting Party may record a memorandum of such lien against the the Parcel of the Defaulting Party.

ARTICLE X **MANAGER**

Section 10.1 Manager. Declarant shall have the right to delegate the performance of some or all of the obligations under this Declaration to a manager ("Manager"). The Manager may be an affiliate of the Declarant provided that the management fees charged by such affiliated Manager shall not be greater than the property management fees charged by a third party, independent Manager. The Manager's responsibilities include, but are not limited to, preparing the Annual Budget; operating, maintaining, repairing and replacing the Landscaping, the Parking Areas, the Storm Water Facilities, Joint Use Areas, and signage of the Project. Each Owner is responsible for its Pro Rata Share of the management fees charged by the Manager for its responsibilities managing the Project. Upon such time as Declarant no longer has a fee interest in any Parcel, the Manager may be replaced upon the consent of the Owners, per Section 11.2 hereof.

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Section 10.2 Insurance. The Manager may obtain and maintain insurance of the type and with the liability limits set forth in this Section 10.2. The Manager shall not be liable for failure to obtain any insurance coverage required by this Section 10.2, or for any loss or damage resulting from such failure. If the Manager shall obtain such insurance, each policy shall provide that: (1) the insurer waives any right to claim by way of subrogation against the Owners, and their respective guests, invitees, agents, contractors, and employees; (2) such policies shall not be canceled, invalidated, or suspended by means of the conduct of any one or more Owners or their respective occupants, tenants, guests, invitees, agents, contractors, or employees, without a prior demand in writing that the Manager cure the defect, and without providing a reasonable period of time thereafter in which to cure such defect; and (3) such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to the each Owner and all mortgagees. Each Owner shall pay its Pro Rata Share of all premiums for all insurance obtained or maintained by the Manager; provided, that the Manager may assess against an Owner any deductible amount necessitated by any act, neglect, or carelessness for which such Owner or its occupants, tenants, guests, invitees, agents, contractors, or employees are responsible.

ARTICLE XI MISCELLANEOUS

Section 11.1 Term. This Declaration shall be perpetual in duration unless an instrument terminating this Declaration or amending this Declaration to provide otherwise is executed and recorded in accordance with the provisions of Section 11.2 below.

Section 11.2 Amendment. This Declaration may be amended by an instrument executed by the Declarant until such time as all the Developer Parcels have been conveyed, after which, any such amendment shall be executed upon consent of the Owners. The term "consent of the Owners", wherever used herein, shall mean the consent of those Owners collectively owning at least seventy five percent (75%) of the square footage of the Parcels. All amendments shall become effective when recorded in the Office of the Recorder of Deeds for Cook County, Illinois. If an Owner requests an amendment to the Declaration, all costs associated with the preparation, negotiation (including reasonable attorneys' fees) and recording of the amendment incurred by any Owner shall be paid by the Owner requesting the amendment. If an amendment to this Declaration is required to clarify the terms herein, each Owner shall pay its Pro Rata Share of such costs.

Section 11.3 Binding Effect of Declaration. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 11.4 Responsibility of Owner. Each Owner shall be responsible for any breach, failure or default of this Declaration which is a result of its own acts or omissions or the acts or omissions of an occupant of any Parcel owned by such Owner.

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Section 11.5 Cumulative Remedies. No remedy herein or otherwise conferred upon or reserved hereunder shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Declaration may be exercised, from time to time, as often as occasion therefor may arise or as may be deemed expedient. No delay or omission by Declarant or an Owner to exercise any right or power arising from any breach by the other of any term or condition of this Declaration shall impair any such right or power or shall be construed to be a waiver of any such breach or an acquiescence therein; nor shall the exercise, delay or non-exercise of any such right or remedy impair the rights granted hereunder or be construed as a waiver of such right or remedy or as a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant.

Section 11.6 Force Majeure. If the performance of any act or obligation under this Declaration is prevented or delayed by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor union, condemnation, threatened condemnation, requisitions, laws, orders of government or civil or military or naval authorities or any other cause, whether similar to or dissimilar from the foregoing, not within the reasonable control of the person required to perform such act or obligation, then such person shall be excused from the performance of such act or obligation for so long as such person is so prevented or delayed by reason thereof. The provisions of this Section 11.6 shall not apply to any obligation hereunder (a) which may be performed through the lawful payment of money; (b) to insure and provide evidence thereof; or (c) to indemnify or defend the other party to the extent required by the terms of this Declaration.

Section 11.7 Estoppel Certificate. At the request of any Owner, each other Owner shall execute and deliver, within thirty (30) days, an estoppel certificate stating that to the best of the signatory's belief (i) this Declaration is in full force and effect, (ii) there is no default under this Declaration, or if there are any defaults, the extent and nature thereof, (iii) this Declaration has not been modified or amended in any way, or if it has been modified or amended, the date and content of any such modifications or amendments, and (iv) such other information as such requesting Owner may reasonably request. The estoppel certificate may be relied upon by the Owner to whom it is addressed and any other addressee thereof.

Section 11.8 Address for Notices. All notices, demands, requests and other communications under this Declaration shall be in writing and shall be deemed properly served (i) on the date of delivery, if delivered by hand, (ii) on the third business day following mailing, if sent by certified mail, return receipt requested, postage prepaid, (iii) on the first business day following delivery to an overnight courier, if served by overnight courier, or (iv) by facsimile or electronic mail, provided that a copy of the notice sent by facsimile or electronic mail is concurrently sent by reputable courier service in accordance with clause (iii) above. Notices shall be addressed as follows:

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Declarant:

O'Hare Real Estate, LLC
1375 Remington Road, Suite E
Schaumburg, Illinois 60173
Attn: Rehan Zaid

With a copy to: Lyon & Caron LLP
790 Estate Drive, Suite 180
Deerfield, Illinois 60015
Attn: Jeffrey S. Lyon

Section 11.9 Governing Law. The terms of this Declaration shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 11.10. Construction. The recitals are hereby incorporated as if fully rewritten. The necessary grammatical changes required to make the provisions of this Declaration apply in the plural sense where there is more than one party, and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

Section 11.11 Severability. If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding provided that in such event all of the then Owners shall enter into a written amendment to this Declaration modifying to the extent necessary such covenant, condition or term to carry out the general intention of this Declaration and to impart validity to such covenant, condition or term.

Section 11.12 Captions. The headings of the several sections contained herein are for convenience of reference only and do not define, limit or construe the contents of such sections.

Section 11.13 Rule Against Perpetuities. If and to the extent that any of the covenants herein would otherwise be unlawful or void for violation of (i) the rule against perpetuities, (ii) the rule restricting restraints on alienation, or (iii) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of the current president of the United States, Barack Obama, living at the date of this Declaration.

Section 11.14 Attorneys' Fees. In any action or proceeding hereunder, the prevailing party shall be entitled to recover from the other party or parties the prevailing party's reasonable costs and expenses in such action or proceeding, including without limitation reasonable attorneys' fees, costs and expenses.

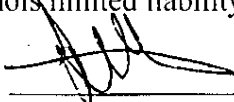
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IN WITNESS WHEREOF, and intending to be legally bound hereby, the Declarant has caused this Declaration of Covenants, Conditions, Restrictions and Easements to be executed as of the day and year first above written.

DECLARANT

O'Hare Real Estate, LLC
an Illinois limited liability company

BY: 

NAME: Rehan Zaid

ITS: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rehan Zaid, personally known to me to be the Manager of O'Hare Real Estate, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument, pursuant to authority given, as his free and voluntary act, and as the free and voluntary act and deed of said Manager on behalf of O'Hare Real Estate, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 7th day of February, 2017.


Notary Public



This Instrument Was Prepared By
and After Recording Return to:

Raim Murtishi
Lyon & Caron, LLP
790 Estate Drive, Suite 180
Deerfield, Illinois 60015

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EXHIBIT A LEGAL DESCRIPTION

LOTS 3, 5, 6 AND 7 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT A-1 LEGAL DESCRIPTION OF PARCELS

DEVELOPER PARCEL 1 - LOT 6 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEVELOPER PARCEL 2 – LOT 7 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEVELOPER PARCEL 3 - LOT 5 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEVELOPER PARCEL 4 – LOT 3 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B
SITE PLAN

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT C
EXCLUSIVE PARKING SPACES

COOK COUNTY
RECORDER OF DEEDS

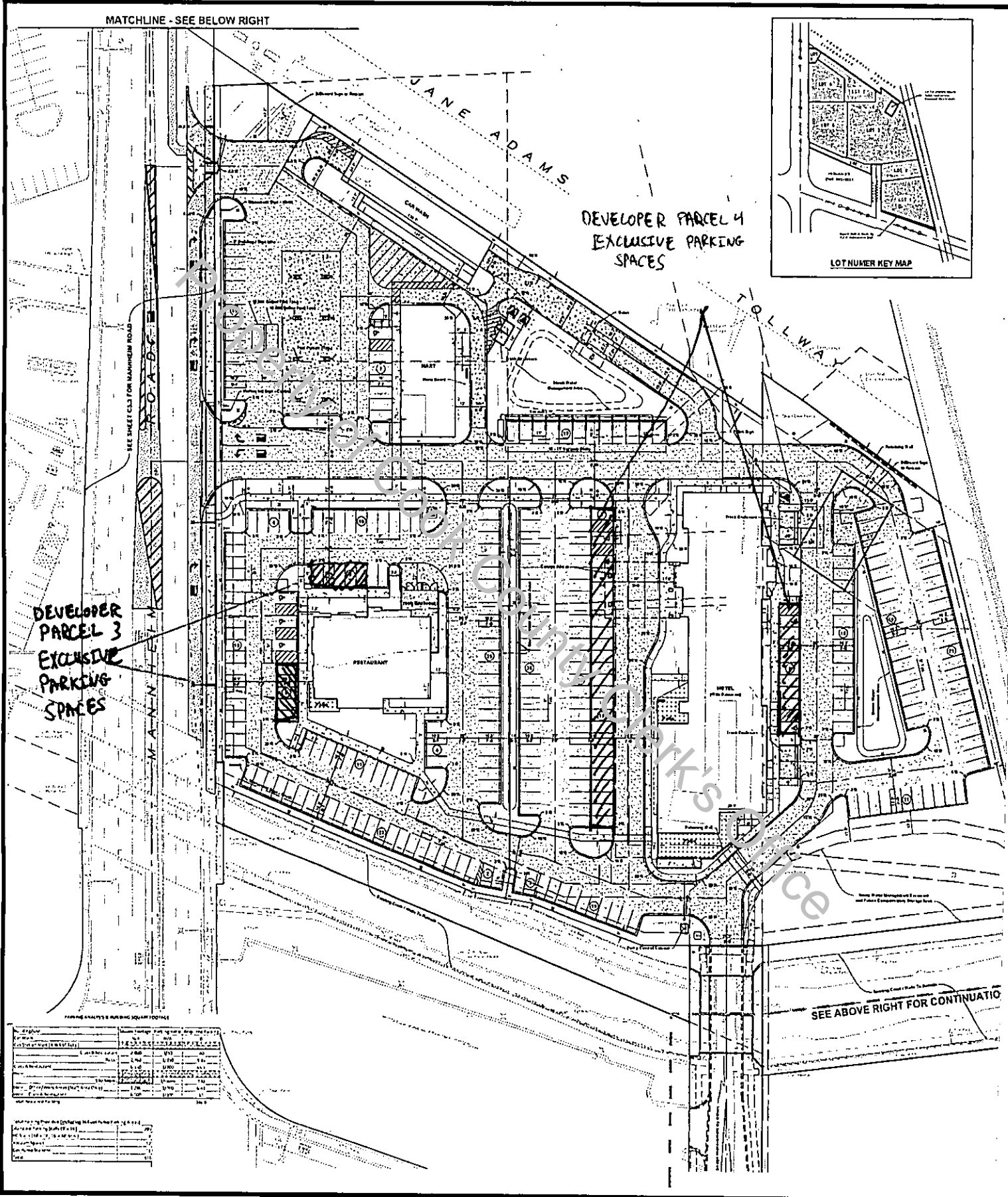
COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY

Property of Cook County Clerk's Office

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Lot No.	Area (sq. ft.)	Volume (cu. ft.)	Height (ft.)	Use
1	1,200	1,200	10	Office
2	1,500	1,500	10	Office
3	1,800	1,800	10	Office
4	2,100	2,100	10	Office
5	2,400	2,400	10	Office
6	2,700	2,700	10	Office
7	3,000	3,000	10	Office
8	3,300	3,300	10	Office
9	3,600	3,600	10	Office
10	3,900	3,900	10	Office
11	4,200	4,200	10	Office
12	4,500	4,500	10	Office
13	4,800	4,800	10	Office
14	5,100	5,100	10	Office
15	5,400	5,400	10	Office
16	5,700	5,700	10	Office
17	6,000	6,000	10	Office
18	6,300	6,300	10	Office
19	6,600	6,600	10	Office
20	6,900	6,900	10	Office
21	7,200	7,200	10	Office
22	7,500	7,500	10	Office
23	7,800	7,800	10	Office
24	8,100	8,100	10	Office
25	8,400	8,400	10	Office
26	8,700	8,700	10	Office
27	9,000	9,000	10	Office
28	9,300	9,300	10	Office
29	9,600	9,600	10	Office
30	9,900	9,900	10	Office
31	10,200	10,200	10	Office
32	10,500	10,500	10	Office
33	10,800	10,800	10	Office
34	11,100	11,100	10	Office
35	11,400	11,400	10	Office
36	11,700	11,700	10	Office
37	12,000	12,000	10	Office
38	12,300	12,300	10	Office
39	12,600	12,600	10	Office
40	12,900	12,900	10	Office
41	13,200	13,200	10	Office
42	13,500	13,500	10	Office
43	13,800	13,800	10	Office
44	14,100	14,100	10	Office
45	14,400	14,400	10	Office
46	14,700	14,700	10	Office
47	15,000	15,000	10	Office
48	15,300	15,300	10	Office
49	15,600	15,600	10	Office
50	15,900	15,900	10	Office
51	16,200	16,200	10	Office
52	16,500	16,500	10	Office
53	16,800	16,800	10	Office
54	17,100	17,100	10	Office
55	17,400	17,400	10	Office
56	17,700	17,700	10	Office
57	18,000	18,000	10	Office
58	18,300	18,300	10	Office
59	18,600	18,600	10	Office
60	18,900	18,900	10	Office
61	19,200	19,200	10	Office
62	19,500	19,500	10	Office
63	19,800	19,800	10	Office
64	20,100	20,100	10	Office
65	20,400	20,400	10	Office
66	20,700	20,700	10	Office
67	21,000	21,000	10	Office
68	21,300	21,300	10	Office
69	21,600	21,600	10	Office
70	21,900	21,900	10	Office
71	22,200	22,200	10	Office
72	22,500	22,500	10	Office
73	22,800	22,800	10	Office
74	23,100	23,100	10	Office
75	23,400	23,400	10	Office
76	23,700	23,700	10	Office
77	24,000	24,000	10	Office
78	24,300	24,300	10	Office
79	24,600	24,600	10	Office
80	24,900	24,900	10	Office
81	25,200	25,200	10	Office
82	25,500	25,500	10	Office
83	25,800	25,800	10	Office
84	26,100	26,100	10	Office
85	26,400	26,400	10	Office
86	26,700	26,700	10	Office
87	27,000	27,000	10	Office
88	27,300	27,300	10	Office
89	27,600	27,600	10	Office
90	27,900	27,900	10	Office
91	28,200	28,200	10	Office
92	28,500	28,500	10	Office
93	28,800	28,800	10	Office
94	29,100	29,100	10	Office
95	29,400	29,400	10	Office
96	29,700	29,700	10	Office
97	30,000	30,000	10	Office
98	30,300	30,300	10	Office
99	30,600	30,600	10	Office
100	30,900	30,900	10	Office

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