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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

 CLAIM FOR LIEN
 IN THE OFFICE OF THE
 RECORDER OF DEEDS OF
 COOK COUNTY, ILLINOIS



Doc# 2007222054 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/12/2020 03:20 PM PG: 1 OF 26

IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS

Mission Hills Homeowners Association)	
)	Claim for lien
)	in the amount of
v.)	\$205,958.01, plus interest and
)	attorneys' fees, for costs of
Mission Hills Property, LLC)	security services and front
1677 Mission Hills Road)	gate repair and replacement
Northbrook, Illinois 60062)	as of March 1, 2020
)	

AMENDED CLAIM FOR LIEN

Claimant, Mission Hills Homeowners Association, hereby files its Amended Claim for Lien against the property owned by Mission Hills Property, LLC and located at 1677 Mission Hills Road, Northbrook, Illinois 60062 (hereinafter referred to as the "Property") and states as follows:

The real estate legally described on Exhibit A hereto is subject to a Class Action Settlement Agreement dated January 5, 1984 (the "Agreement"), a copy of which is attached hereto as Exhibit B. Pursuant to the Agreement, Mission Hills Property, LLC is required to reimburse the Claimant for twelve percent (12%) of all security costs and front gate repair and replacement costs incurred by the Claimant for the benefit of the Property.

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Elizabeth A. Thompson
Saul Ewing Arnstein & Lehr LLP
161 N. Clark St. Suite 4200
Chicago, Illinois 60601

COMMON ADDRESS:

1677 Mission Hills Road
Northbrook, Illinois 60062

PIN: 04-18-200-042-0000

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Claimant has incurred security costs and front gate repair and replacement costs for the benefit of the Property and Mission Hills Property, LLC is required to pay the Claimant \$205,958.01, plus interest and attorneys' fees, in connection therewith pursuant to Section VII of the Agreement.

Section VII(D) of the Agreement provides that nonpayment of such amount shall result in a lien upon the Property equal to the delinquent amount which lien may be enforced by foreclosure upon the Property.

The delinquent amount due, unpaid and owing to Mission Hills Homeowners Association from Mission Hills Property, LLC as of March 1, 2020, after allowing all credits is \$205,958.01, plus interest and attorneys' fees.

Mission Hills Homeowners Association claims a lien on the Property in the amount of \$205,958.01, plus interest and attorneys' fees, as of March 1, 2020.

Mission Hills Homeowners Association

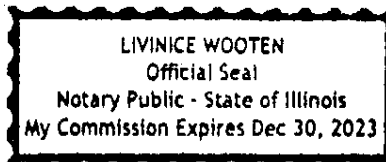
By: 
Its Attorney

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Livnice Wooten, a Notary Public in and for said County in the State aforesaid, do hereby certify that Elizabeth A. Thompson, personally known to me to be the Attorney for Mission Hills Homeowners Association, appeared before me this day in person and acknowledged that as such Attorney she signed and delivered the above Claim for Lien as her free and voluntary act and as the free and voluntary act of Mission Hills Homeowners Association, for the uses and purposes therein set forth and pursuant to her authority as the Attorney of said Association.

Given under my hand and seal this 12th day of March, 2020.


Notary Public



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EXHIBIT A

See attached Legal Description

COOK COUNTY
RECORDER OF DEEDS

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Property of Cook County Clerk's Office

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LOTS 1 AND 2, LYING EASTERLY OF THE CENTERLINE OF SANDERS ROAD OF COUNTY CLERK'S DIVISION OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,

EXCEPTING THEREFROM (DEVELOPMENT + CONDOMINIUM PARCELS)

THAT PART OF LOTS 1, 2 AND 3, LYING EASTERLY OF THE CENTERLINE OF SANDERS ROAD OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, BEING ALSO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREE 00 MINUTE 00 SECOND WEST ALONG THE EAST LINE OF SAID LOTS 1 AND 2, BEING ALSO THE EAST LINE OF NORTHEAST QUARTER OF SECTION 18 AFORESAID, A DISTANCE OF 2356.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING SOUTH 00 DEGREE 00 MINUTE 00 SECOND WEST ON THE LAST DESCRIBED COURSE, WHICH IS ALSO THE EAST LINE OF LOT 3 AFORESAID, A DISTANCE OF 140.05 FEET TO THE CENTERLINE OF TECHNY ROAD; THENCE NORTH 71 DEGREES 47 MINUTES 18 SECONDS WEST, ALONG THE CENTERLINE OF TECHNY ROAD, A DISTANCE OF 440.85 FEET TO THE SOUTH LINE OF SAID LOT 2, BEING ALSO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 40 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 2 AND THE CENTERLINE OF TECHNY ROAD, A DISTANCE OF 1618.26 FEET TO A POINT 640.00 FEET EASTERLY OF THE CENTERLINE OF SANDERS ROAD; THENCE NORTH 00 DEGREE 19 MINUTES 30 SECONDS WEST, PERPENDICULAR TO THE SOUTH LINE OF LOT 2 AFORESAID, A DISTANCE OF 50.00 FEET; THENCE WITH A DEFLECTION ANGLE OF 86 DEGREES 25 MINUTES 25 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 440.18 FEET; THENCE NORTH 20 DEGREES 14 MINUTES 55 SECONDS WEST, A DISTANCE OF 163.77 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 39 SECONDS WEST, A DISTANCE OF 188.53 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 38 SECONDS WEST, A DISTANCE OF 140.86 FEET; THENCE NORTH 01 DEGREE 21 MINUTES 51 SECONDS WEST, A DISTANCE OF 193.21 FEET; THENCE NORTH 07 DEGREES 18 MINUTES 48 SECONDS EAST, A DISTANCE OF 82.65 FEET; THENCE NORTH 19 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 72.43 FEET; THENCE NORTH 16 DEGREES 32 MINUTES 57 SECONDS EAST, A DISTANCE OF 53.43 FEET; THENCE NORTH 07 DEGREES 04 MINUTES 59 SECONDS WEST, A DISTANCE OF 169.57 FEET; THENCE NORTH 12 DEGREES 11 MINUTES 02 SECONDS WEST, A DISTANCE OF 23.48 FEET; THENCE NORTH 40 DEGREES 12 MINUTES 46 SECONDS WEST, A DISTANCE OF 59.99 FEET; THENCE NORTH 53 DEGREES 15 MINUTES 06 SECONDS EAST, A DISTANCE OF 187.46 FEET; THENCE SOUTH 40 DEGREES 33 MINUTES 40 SECONDS EAST, A DISTANCE OF 207.21 FEET; THENCE SOUTH 40 DEGREES 17 MINUTES 10 SECONDS EAST, A DISTANCE OF 159.96 FEET; THENCE SOUTH 05 DEGREES 58 MINUTES 20 SECONDS EAST, A DISTANCE OF 78.04 FEET; THENCE SOUTH 52 DEGREES 12 MINUTES 56 SECONDS EAST, A DISTANCE OF 169.91 FEET; THENCE SOUTH 64 DEGREES 30 MINUTES 41 SECONDS EAST, A DISTANCE OF 158.30 FEET; THENCE SOUTH 63 DEGREES 03 MINUTES 09 SECONDS EAST, A DISTANCE OF 203.73 FEET; THENCE SOUTH 79 DEGREES 40 MINUTES 11 SECONDS EAST, A DISTANCE OF 169.64 FEET; THENCE SOUTH 74 DEGREES 41 MINUTES 01 SECOND EAST, A DISTANCE OF 150.79 FEET; THENCE NORTH 31 DEGREES 47 MINUTES 23 SECONDS EAST, A DISTANCE OF 248.75 FEET; THENCE

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NORTH 40 DEGREES 46 MINUTES 54 SECONDS EAST, A DISTANCE OF 307.51 FEET; THENCE
 NORTH 38 DEGREES 58 MINUTES 28 SECONDS EAST, A DISTANCE OF 256.18 FEET; THENCE
 NORTH 25 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 217.56 FEET; THENCE
 NORTH 15 DEGREES 08 MINUTES 30 SECONDS EAST, A DISTANCE OF 159.83 FEET; THENCE
 NORTH 35 DEGREES 03 MINUTES 27 SECONDS WEST, A DISTANCE OF 120.28 FEET; THENCE
 SOUTH 84 DEGREES 50 MINUTES 48 SECONDS WEST, A DISTANCE OF 141.04 FEET; THENCE
 SOUTH 23 DEGREES 00 MINUTE 37 SECONDS WEST, A DISTANCE OF 158.16 FEET; THENCE
 SOUTH 48 DEGREES 18 MINUTES 11 SECONDS WEST, A DISTANCE OF 99.78 FEET; THENCE
 SOUTH 20 DEGREES 37 MINUTES 43 SECONDS WEST, A DISTANCE OF 129.20 FEET; THENCE
 NORTH 82 DEGREES 05 MINUTES 35 SECONDS WEST, A DISTANCE OF 196.42 FEET; THENCE
 NORTH 78 DEGREES 37 MINUTES 05 SECONDS WEST, A DISTANCE OF 347.47 FEET; THENCE
 NORTH 57 DEGREES 18 MINUTES 13 SECONDS WEST, A DISTANCE OF 204.08 FEET; THENCE
 NORTH 77 DEGREES 33 MINUTES 13 SECONDS WEST, A DISTANCE OF 286.22 FEET; THENCE
 NORTH 85 DEGREES 47 MINUTES 52 SECONDS WEST, A DISTANCE OF 171.49 FEET; THENCE
 SOUTH 03 DEGREES 20 MINUTES 25 SECONDS WEST, A DISTANCE OF 223.73 FEET; THENCE
 NORTH 67 DEGREES 16 MINUTES 23 SECONDS WEST, A DISTANCE OF 173.42 FEET; THENCE
 SOUTHWEST ALONG A CURVE (CONCAVE NORTHWESTERLY HAVING A RADIUS OF 267.00 FEET,
 FOR A DISTANCE OF 60.71 FEET TO THE POINT OF TANGENCY (BEARING OF THE CHORD OF
 SAID CURVE IS SOUTH 30 DEGREES 47 MINUTES 58 SECONDS WEST); THENCE SOUTH 38
 DEGREES 08 MINUTES 20 SECONDS WEST, A DISTANCE OF 15.37 FEET TO THE POINT OF
 CURVE; THENCE SOUTHWESTERLY, ALONG A CURVE CONCAVE SOUTHEASTERLY, HAVING A
 RADIUS OF 66.64 FEET, FOR A DISTANCE OF 13.51 FEET, TO THE POINT OF TANGENCY
 (BEARING OF THE CHORD OF SAID CURVE IS SOUTH 14 DEGREES 20 MINUTES 00 SECOND
 WEST); THENCE SOUTH 09 DEGREES 28 MINUTES 27 SECONDS EAST, A DISTANCE OF 17.20
 FEET; THENCE SOUTH 81 DEGREES 01 MINUTE 08 SECONDS WEST, A DISTANCE OF 26.00
 FEET; THENCE NORTH 09 DEGREES 30 MINUTES 27 SECONDS WEST, A DISTANCE OF 16.93
 FEET TO THE POINT OF CURVE; THENCE NORTHEASTERLY, ALONG A CURVE CONCAVE
 SOUTHEASTERLY, HAVING A RADIUS OF 92.84 FEET, FOR A DISTANCE OF 77.17 FEET, TO THE
 POINT OF TANGENCY (BEARING OF THE CHORD OF SAID CURVE IS NORTH 14 DEGREES 22
 MINUTES 00 SECOND EAST); THENCE NORTH 38 DEGREES 14 MINUTES 27 SECONDS EAST, A
 DISTANCE OF 15.37 FEET; THENCE NORTH 28 DEGREES 12 MINUTES 49 SECONDS EAST, A
 DISTANCE OF 53.30 FEET; THENCE SOUTH 82 DEGREES 48 MINUTES 30 SECONDS WEST, A
 DISTANCE OF 160.68 FEET TO THE CENTERLINE OF SANDERS ROAD. THENCE NORTH 07
 DEGREES 14 MINUTES 06 SECONDS WEST, ALONG THE CENTERLINE OF SANDERS ROAD, A
 DISTANCE OF 148.04 FEET TO A LINE 190.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH
 LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 89 DEGREES 32
 MINUTES 08 SECONDS EAST, ALONG SAID LINE 190.00 FEET SOUTH, A DISTANCE OF 181.91
 FEET; THENCE NORTH 06 DEGREES 51 MINUTES 15 SECONDS WEST, A DISTANCE OF 4.87
 FEET; THENCE NORTH 83 DEGREES 49 MINUTES 18 SECONDS EAST, A DISTANCE OF 72.36
 FEET; THENCE NORTH 54 DEGREES 32 MINUTES 18 SECONDS EAST, A DISTANCE OF 99.64
 FEET; THENCE NORTH 12 DEGREES 15 MINUTES 18 SECONDS EAST, A DISTANCE OF 30.20
 FEET; THENCE NORTH 68 DEGREES 45 MINUTES 39 SECONDS EAST, 45.09 FEET; THENCE
 SOUTH 46 DEGREES 51 MINUTES 56 SECONDS EAST, A DISTANCE OF 98.44 FEET; THENCE
 SOUTH 65 DEGREES 27 MINUTES 03 SECONDS EAST, A DISTANCE OF 73.03 FEET; THENCE
 NORTH 14 DEGREES 30 MINUTES 34 SECONDS EAST, A DISTANCE OF 46.70 FEET; THENCE
 NORTH 87 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 139.71 FEET; THENCE
 SOUTH 63 DEGREES 35 MINUTES 56 SECONDS EAST, A DISTANCE OF 115.79 FEET. THENCE

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SOUTH 49 DEGREES 02 MINUTES 07 SECONDS EAST, A DISTANCE OF 126.01 FEET; THENCE SOUTH 75 DEGREES 17 MINUTES 37 SECONDS EAST, A DISTANCE OF 109.07 FEET; THENCE NORTH 28 DEGREES 51 MINUTES 16 SECONDS EAST, A DISTANCE OF 28.98 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 185.43 FEET; THENCE NORTH 82 DEGREES 58 MINUTES 47 SECONDS EAST, A DISTANCE OF 303.47 FEET; THENCE NORTH 83 DEGREES 40 MINUTES 21 SECONDS EAST, A DISTANCE OF 259.14 FEET; THENCE NORTH 71 DEGREES 13 MINUTES 44 SECONDS EAST, A DISTANCE OF 118.25 FEET; THENCE NORTH 56 DEGREES 36 MINUTES 34 SECONDS EAST, A DISTANCE OF 292.58 FEET; THENCE SOUTH 70 DEGREES 32 MINUTES 11 SECONDS EAST, A DISTANCE OF 193.44 FEET; THENCE SOUTH 84 DEGREES 14 MINUTES 41 SECONDS EAST, A DISTANCE OF 131.63 FEET; THENCE NORTH 27 DEGREES 28 MINUTES 09 SECONDS WEST, A DISTANCE OF 100.06 FEET TO THE NORTH LINE OF LOT 1 AND THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 18 AFORESAID; THENCE NORTH 89 DEGREES 32 MINUTES 08 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 477.75 FEET TO THE POINT OF BEGINNING; ALSO,

EXCEPTING THEREFROM (SANDERS ROAD EXCEPTION)

THAT PART OF LOT 2 OF THE COUNTY CLERK'S DIVISION OF COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 2 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CENTERLINE OF SANDERS ROAD; THENCE EAST ALONG THE SOUTH LINE OF THE AFORESAID LOT 2, AND THE CENTERLINE OF TECHNICAL ROAD, A DISTANCE OF 640.00 FEET TO A POINT, SAID POINT BEING IN THE CENTERLINE OF TECHNICAL ROAD, AND ON THE SOUTH LINE OF THE AFORESAID LOT 2; THENCE NORTH, AT RIGHT ANGLES TO THE PRECEDING COURSE, A DISTANCE OF 50.00 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 86 DEGREES 25 MINUTES 25 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED 581.10 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 70 DEGREES 09 MINUTES 20 SECONDS TO THE RIGHT FROM THE LAST DESCRIBED COURSE EXTENDED, 522.38 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 04 DEGREES 38 MINUTES 35 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 211.40 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 84 DEGREES, 17 MINUTES 20 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 50.00 FEET TO A POINT, SAID POINT BEING IN THE CENTERLINE OF SANDERS ROAD, THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID SANDERS ROAD, A DISTANCE OF 896.82 FEET TO THE POINT OF BEGINNING; AND ALSO

EXCEPTING THEREFROM (EXCEPTION TO DECLARATION DOC. 22431171)

THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 18, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 68.08 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AND RUNNING THENCE WEST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.69 FEET TO THE CENTERLINE OF SANDERS ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 154.04 FEET; THENCE NORTH AT RIGHT ANGLES

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TO THE LAST DESCRIBED LINE, A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY ILLINOIS.

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT B

See Attached Class Action Settlement Agreement

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**CLASS ACTION
SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between plaintiffs Richard Elkins, Edward C. Hosier, Doris Rubin, John A. Chamakos, Nicholas Thomas and Allen Guttenberg (collectively the "class plaintiffs"), on behalf of themselves and all others similarly situated ("the class") and Eugene R. Corley, individually and d/b/a Eugene R. Corley Builders, the Corley Companies, Inc., an Illinois corporation, Corley, Inc., an Illinois corporation, and Phoenix Mutual Life Insurance Co., a Connecticut corporation (collectively the "defendants").

I. Definitions and Usages

For purpose of this Agreement, the following terms shall have the following meanings:

A. "Mission Hills" - a planned unit development commonly known as Mission Hills Country Club Village, located northeast of the intersection of Techny and Sanders Roads in Northfield Township, Cook County, Illinois, containing about 144 acres and consisting of among other things, 781 residential units in townhouse and apartment buildings, a country club consisting of a clubhouse, pool, tennis courts and golf course; an administration building; front gate and various common roads, walks and landscape areas.

B. "Development Property" - the horseshoe shaped parcel of approximately 57 acres dedicated to common residential ownership.

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C. "Retained Property" - the balance of Mission Hills other than the Development Property which generally surrounds the Development Property and consists largely of the golf course, clubhouse and adjacent parking lot, tennis courts, a swimming pool, an administrative building and the roadway immediately adjoining the clubhouse. The Retained Property will remain the property of the Developers.

D. "Unit" - a condominium residence located in either an apartment or townhouse building.

E. "Condominium Associations" - Illinois not for profit corporations governing the buildings or group of buildings which, collectively comprise Mission Hills. There are 13 such condominium associations.

F. "Homeowners Association" - The Mission Hills Homeowners Association is an Illinois not for profit corporation which is, the master association consisting of all the unit owners. It is the title holder of and is responsible for the operation, maintenance and security of all common areas in the Development Property in Mission Hills.

G. The "Developers" - The defendants and any person, company or corporation affiliated with them which have provided management, maintenance or other services at Mission Hills.

H. "Declarations" - the recorded Declaration of Easements, Covenants and Restrictions which sets forth the general scheme pertaining to the development, administration and operation of Mission Hills.

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I. "Country club" and "Clubhouse" - The "Country Club" is that portion of Mission Hills designated as a golf and country club (all of the Retained Property except the parcel on which the administration building is located). The "Clubhouse" is the building located on the Retained Property and used as the clubhouse for the golf course. Both the Country Club and the Clubhouse will remain the property of the Developers after the completion of this Agreement.

II. Recitals.

A. Plaintiffs are intervenors in an action entitled Mission Hills Condominium Association M-1 v. Eugene Corley, et al., No. 02 C 0308 pending in the United States District Court for the Northern District of Illinois, before the Honorable William T. Hart ("the Court") (the "litigation"). The intervenors' amended complaint ("the complaint") alleges that the Developers violated Sections 1 and 2 of the Sherman Act, the Illinois Antitrust Act, the Illinois Condominium Property Act and the common law with regard to the sale of units, the governance and control of Mission Hills, the Homeowners Association and the Condominium Associations, the administration, management and maintenance of such associations and the buildings comprising the residential areas of Mission Hills, the allocation and payment of appropriate common expenses and other matters.

B. By order dated August 22, 1989, the Court granted plaintiffs' motion for leave to intervene in the litigation.

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C. The defendants deny all material allegations of the complaint and intend to raise certain affirmative defenses.

D. The defendants, without admitting liability, have agreed to enter into this Settlement Agreement to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation.

NOW THEREFORE, the undersigned agree that the claims of the class plaintiffs and the class as described in the complaint shall be settled and compromised under the terms and conditions contained in this Agreement, subject to approval of the Court.

III. The Class Action

A. In connection with the class action, plaintiffs will move the Court for leave to amend the complaint: (i) to allege a class consisting only of Mission Hills unit owners holding legal title or the beneficial ownership to their units as of December 9, 1983, and (ii) adding allegations concerning the reformation and amendment of certain documents described herein. The defendants consent to such filing. No further answer or response to such amended complaint is required of the defendants.

B. Simultaneously with amending the complaint, class plaintiffs will move for certification of the class described in paragraph III A. The defendants will consent to such request.

C. The class plaintiffs will also move at the same time for preliminary approval of this Agreement and for leave to send a notice (in the form shown in Exhibit A attached) to all class

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members by direct mail. The defendants will consent to such request.

D. Upon preliminary approval of this Agreement by the Court, plaintiffs will move for final approval and request hearing on the fairness and adequacy of the settlement on January 20, 1984, or such date as may be set by the Court.

IV. Payment and other terms of the Settlement.

A. Immediately following preliminary approval of this Agreement by the Court, defendants shall deposit in escrow with counsel for class plaintiffs the sum of \$70,000 to be used for the following purposes:

1. To defray the cost of giving notice to the class and any other administrative costs incurred in implementing the settlement, including recording charges for deeds and other documents to effectuate the settlement.

2. To pay plaintiffs' attorneys fees and costs in such amount as may be approved by the Court.

3. To pay the general fund of the Homeowners Association any balance remaining after the payments required under paragraphs IV. 1 and 2.

(B) The defendants shall have the right to withdraw from this Settlement Agreement within 3 business days after the hearing on final approval of this Settlement Agreement by delivering written notice to that effect to counsel for the class if all or any of the defendants believe, in their sole judgment, that the

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possibility of future litigation on the same or similar issues against defendants is not substantially precluded based on the number or composition of the objectors or those who request exclusion from members of the class. If the defendants so elect, then any unused portion after item number 1 above shall be returned.

V. Homeowners Association

A. Defendants shall cause the current members of the Board of Directors of the Homeowners Association to tender their resignations and shall otherwise relinquish all control of the Homeowners Association to the newly constituted Board of Directors in accordance with this Agreement within 3 business days following final approval of this settlement by the Court.

B. Upon relinquishing control of the Homeowners Association, the defendants shall turn over to the new Board of Directors all the books, records and accounts of the Homeowners Association and all the documents regarding location and specifications of sewer and water lines, swimming pools and all other improvements located within or serving the Development Property and all documents regarding responsibilities and operation of the Homeowners Association from its inception. Documents, the use of which may be required by both the Homeowners Association and the defendants, shall be reproduced at the defendants' expense and the originals lodged with the Homeowners Association.

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C. As long as the Developers continue to own, use or operate the Clubhouse, they shall make available to the Homeowners Association and the Condominium Associations meeting rooms at the Clubhouse for the annual meetings of each such association, at no cost, and at any reasonable times designated in advance by such association's representatives, provided such date does not conflict with any prior commitment at the Clubhouse.

D. The provisions in the declarations for each Condominium Association providing that the Homeowners Association Board of Directors will be composed of one member of the board of managers of each Condominium Association are inconsistent with the provisions in the Declarations and/or the current By-Laws of the Homeowners Association dealing with the election of a five person Board of Directors by all Unit owners and have caused confusion impairing the governance of the Homeowners Association. To resolve the inconsistencies and conflicts in the condominium documents, the parties agree that, subject to approval of the Court:

1. Paragraph 3.02 of By-Laws of the Homeowners Association (referred to as the "Corporation" in the amendments that follow) shall be reformed and amended to read:

3.02 Number, Tenure, Voting and Qualifications.

The number of directors of the Corporation shall be thirteen (13) unless this number is changed by the membership. The board of managers of each of the 13

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individual condominium associations in the Development Property shall designate its president or other representative from time to time who is a member of the board of managers of that association to be a director of the Corporation. For quorum and voting purposes, each director of the Corporation shall have the number of votes equal to the number of Units in his or her condominium association.

By US
 2. Article 8 of the Articles of Incorporation of the Homeowners Association shall be reformed and amended to read the same as Section 3.02 of the By-Laws stated in paragraph 1 above.

3. Paragraph 5.02 of the Declarations, paragraph 2.02 of the By-Laws, and Article 6 of the Articles of Incorporation of the Corporation shall be amended to read in part as follows:

"Class B". With respect to all matters subject to a vote of Members, Class B Members shall be entitled to one vote for each Unit owned by the Class B Member.

4. The covenants, restrictions, rights and any other provision in the Declarations may continue to be amended as provided in paragraph 7.01 of the Declarations (regarding 2/3 vote of the Unit Owners).

5. Paragraph 2.03 of the By-Laws of the Homeowners Association is amended by deleting any reference to electing directors.

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6. Article 10 of the Articles of Incorporation of the Homeowners Association ~~is reformed, and amended, to provide~~ that those Articles may be amended by 2/3 vote of the Members of the Homeowners Association.

7. Section 3.07 of the By-Laws of the Homeowners Association shall be amended to read as follows:

3.07. Vacancies. Any vacancy occurring in the Board of Directors shall be filled by the board of managers of the 17 individual condominium associations which shall designate from time to time its president or other representative who is a member of that board of managers.

VI. Management And Maintenance Agreements

Following final approval of this Agreement by the Court:

A. Each management and maintenance agreement between any of the Developers, or any of their affiliates, and the Homeowner's Association or any Condominium Association may be cancelled by the respective association, effective as of April 15, 1984, by giving written notice no later than March 1, 1984. Each such notice shall be delivered in person or be mailed by registered or certified mail, return receipt requested, at the Developers office in Mission Hills.

B. Each management and maintenance agreement between any of the Developers, or their affiliates, and the Homeowner's Association or any Condominium Association may be cancelled by the

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Developers or affiliate of the Developers, effective as of April 15, 1984, by giving written notice to the affected association no later than March 1, 1984. Any such notice shall be delivered in person to the President or the Secretary of the affected association or by mailing the same to him or her by registered or certified mail, return receipt requested, at his or her address as on file with the association.

C. The existing arrangement for snow removal for the winter of 1983-84 with the Homeowners Association shall expire by its own terms at the conclusion of the season on or around March 15, 1984.

D. The existing landscaping contract for the year 1984 between the Developers, or any of their affiliates, and the Homeowner's Association may be cancelled by the Homeowners Association by giving written notice no later than February 15, 1984. Any such notice shall be delivered in person or be mailed by registered or certified mail, return receipt requested, at the Developer's office at Mission Hills.

E. The cancellation of any agreement described above shall be without premium or penalty; and after cancellation no party shall have any further rights or obligations under any such agreement. The Developers and their affiliates may bid on any management, snow removal or landscaping contract that the Homeowner's Association or any Condominium Association may open for bidding.

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VII. Main Gate Security Costs and Conveyance of Title

A. The Developers, and any subsequent purchasers or owners of the Clubhouse, shall pay to the Homeowners Association twelve percent (12%) of all security costs and expenses incurred by or on behalf of the Homeowners Association and twelve percent (12%) of all costs and expenses of repairing, maintaining and replacing the perimeter fence and front gate.

B. Such payments shall be made monthly in advance, based upon the budgeted amounts for such security, fence and gate charges, but the Homeowners Association shall furnish an annual accounting of the actual security, fence and gate costs and expenses incurred and the then owner of the Clubhouse shall pay 12% of the excess, if any, of such costs and expenses incurred over the amount paid; or if the Developers or their successor paid a greater amount than found due, the difference shall be credited against the next monthly payments due from the Developers or their successor.

C. The Developers or any subsequent owner or purchaser of the Clubhouse may open and construct a secondary entrance providing direct and exclusive access to the Country Club and Clubhouse at or about the location of a previous construction gate to the west of the Clubhouse, provided however, that all governmental requirements are met and that such entrance is secured in a manner comparable to and consistent with the security provided at the main gate. The obligation to pay 12% of security costs

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and expenses shall terminate only if and when such direct and exclusive entrance is provided to the Country Club and Clubhouse.

D. Within 30 days of final approval of this Agreement, the Developers shall deliver to the Homeowners Association a trust deed from the current title holder conveying good and marketable title to the Development Property (other than the Units and land under each of the residential buildings owned by the Unit owners in the Condominium Associations) and to the main gate, the guardhouse and related facilities, and that portion of the horseshoe shaped road connecting the Development Property to Sanders Road on the west (the "Warranty Deed"), free and clear of any claims, encroachments, rights, liens or encumbrances except as may be approved by counsel for the class ("Permitted Exceptions"). The Warranty Deed shall contain provisions reserving to the Developers and all subsequent owners of the Clubhouse the right to use the main gate for ingress and egress to and from the Clubhouse and shall covenant to pay 12% of the security, fence and gate costs and expenses described in VII B above. Such covenant shall run with the land and shall provide that the nonpayment of such amount shall result in a lien upon the Retained Property equal to the delinquent amount (as may be modified by a subsequent award of an arbitrator in accordance with the provisions below) may be enforced by foreclosure as in the case of foreclosure of liens upon real estate. In the event of a good faith dispute by Developers, the Developers shall pay

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the uncontested portion of the 120 charge and shall simultaneously specify the nature of the dispute and request such documentation or explanation as may resolve or clarify the issue. If the parties are unable to resolve the controversy within 30 days after the Homeowners Association receives notice of such dispute, then the parties agree to submit the issue and be bound by the resolution by arbitration according to the rules of the American Arbitration Association. A single arbitrator may act and may assess interest, attorneys' fees and costs, and award such other relief, as the arbitrator may conclude is warranted by the facts and circumstances.

E. Simultaneously with the delivery of the Warranty Deed, Developers shall deliver to counsel for the class:

1. An owners title insurance policy in the amount of \$5,000.00 or more for all of the Development Property and other property being conveyed, reflecting ownership free and clear of all liens, claims and encumbrances other than the Declarations and Permitted Exceptions;

2. A current ALTA survey of the property in favor of the Homeowners Association and the title company issuing the owner's title insurance policy,

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conforming to the legal description contained in the title policy and reflecting the location of each building, fence, structure, swimming pool and other improvements, roads and easements;

3. Copies of each easement and other document which appears as a title exception under the title policy;

4. "As built" drawings, if available, or blueprints and specifications if such "as built" are not available, of each road, driveway and sidewalk and of each building and swimming pool facilities in the Development Property;

5. Evidence satisfactory to counsel for the class that the Developers own the Retained Property, subject to the Declarations, the obligation to pay 12% of the security, fence and gate costs and expenses described above, the right of refusal on the Annex, the obligation to repair and maintain the Retained Property (including the roadway), the right of the Homeowners Association to enter upon the Retained Property for the purpose of repairing or maintaining the fence around the perimeter of Mission Hills and the perpetual right of ingress and egress over the retained roadway in favor of the Unit owners and their guests and invitees.

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F. The Developers and all subsequent owners of the Country Club and Clubhouse shall have the obligation at all times to maintain and make necessary repairs and replacements to the Retained Property including snow removal and lighting of the retained roadway adjacent to the Clubhouse.

G. Real estate brokers and their sales personnel, including those of the Developers and their affiliates, will be given access to Mission Hills in connection with the resale of any Units.

H. The Developers shall, contemporaneously with the entry of a final order approving this Agreement, grant to the Homeowners Association a right of first refusal with respect to the Administration building (the "Annex") in the form of Exhibit B attached. The right of first refusal shall take effect upon the receipt by any of the Developers of an offer to purchase the Annex or an offer to lease the Annex for a term (including option or renewal terms) of more than five years; provided, however, that such right of first refusal will not apply to transfers by and among the Developers and their affiliates, but any subsequent transfer shall continue to be subject to these rights of first refusal.

I. Entrance procedures and security at the front gate shall continue as they have in the past regarding Country Club members, condominium sales persons and prospects and delivery and service persons. The Developers or the then Clubhouse owner will

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pay for extra security personnel required or requested by them for special functions or activities at the Clubhouse or Country Club.

VIII. Mutual Releases and Other Provisions

A. Plaintiffs and defendants shall execute and deliver mutual releases upon final approval of this agreement with respect to all matters involved in this litigation.

B. Neither this settlement agreement, nor any document referred to in this Agreement nor the settlement contemplated is or may be construed as an admission by any defendant of any material fact, fault, wrongdoing or liability whatsoever.

~~C. All utilities used by or for the benefit of the country club or any of its facilities shall be separately metered and billed to the Developers or any subsequent owner or purchaser of the Clubhouse or Country Club.~~

IX. Termination

A. In the event that the Court refuses to approve this Agreement or any material part of this Agreement, this entire Agreement shall become null and void unless the parties promptly agree to proceed with the Agreement as and if modified by the Court. In the event this Agreement becomes null and void for any reason, the settlement fund, less any distributions previously made for the purpose of giving notice or expenses incurred pursuant to authorization by the Court, shall be returned to the Defendants.

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X. Miscellaneous Provisions

A. This settlement agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors and assigns.

B. The construction and interpretation of this agreement shall be governed by the laws of the State of Illinois and the court may retain jurisdiction for purposes of enforcing the provisions of this Agreement.

C. Defendants and each of them have agreed to enter into this Settlement Agreement in order to put to rest all controversy and to avoid further expense and burdensome, protracted and costly litigation and the burden upon and interference with the defendants' ordinary business operation which would be caused by such litigation. Defendants do not acknowledge any fault or liability and have denied and continue to deny each and all the claims and contentions of wrongdoing alleged by plaintiffs. Neither this Settlement Agreement nor any document referred to in the Settlement Agreement is or may be construed as an admission by any defendant of any material fact, fault, wrongdoing or liability whatsoever.

D. Any notice required to be given by this Agreement shall be deemed given when delivered personally or when mailed, postage prepaid, as specified, or if not specified then to opposing counsel at the addresses designated below the signature of counsel.

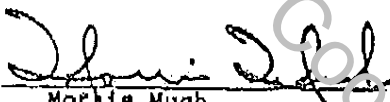
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E. This agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same originals.

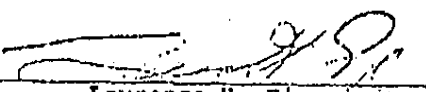
Dated: ~~December~~ ^{JAN 5}, 1994

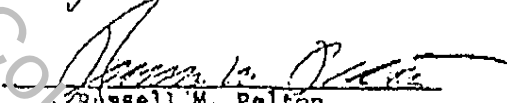
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