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SIGN AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS

AGREEMENT, made this 29th day of April, 1986, by and between PARKWAY BANK AND TRUST COMPANY as Trustee under Trust Number 3703 dated November 1, 1975 ("Seller"), ROBERT SPIRCOFF, as agent for the Beneficiaries of Seller ("Developer"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under trust number 66517 dated January 22, 1986 ("Bank") and ARTFIELD BUILDERS, INC., ("Artfield") an Illinois Corporation, (Bank and Artfield being collectively referred to as "Purchasers").

W I T N E S S E T H:

WHEREAS, Purchasers have entered into a Contract to purchase from Seller the property legally described on Exhibit "A" attached hereto ("The Subject Parcel") and;

WHEREAS, Seller and Developer have developed and improved the property immediately West of the Subject Parcel and legally described on Exhibit "B" attached hereto, which property has been submitted to the provisions of the Illinois Condominium Property Act as the Hamilton Courts Condominiums (such property and the improvements thereon hereinafter referred to as "Hamilton Court Condominiums") and;

WHEREAS, Developer has retained and continues to have an interest in certain condominium units of the Hamilton Court

Condominiums (specifically those Units commonly known as 9300F, 9305 C, E, and F; 9325 C, E, and F; 9315 A, C, and F Hamilton Court Drive, hereinafter "Developer Units").

WHEREAS, Seller and Developer have heretofore created a 24-foot wide easement for ingress, egress, and driveway by Plat of Easement recorded on October 30, 1978 as document number 24693547 which driveway easement, commonly known as "Hamilton Court Drive", commences at Dee Road and goes over, across, and upon both the Subject Parcel and the Hamilton Court Condominiums (hereinafter referred to as "The Driveway Easement") and;

WHEREAS, the parties desire to specify and preserve their rights to erect and maintain signs on the Subject Parcel at the Dee Road entrance to the Driveway Easement for the purpose of advertising sales and rentals, and to provide for the orderly construction and development of the Subject Parcel without interference with the use of the Hamilton Court Condominiums.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Until such time as all of the Developer Units are sold or conveyed, Developer shall be entitled to erect and maintain one 4 foot by 8 foot temporary sign advertising the sale and rental of the Developer Units, which sign shall be located on the

Subject Parcel South of the Driveway Easement at the Dee Road entrance.

2. Purchasers shall be entitled to erect and maintain one 4 foot by 8 foot temporary sign advertising the sale and rental of apartment units in the buildings to be constructed on the Subject Parcel, which sign shall be located 5 feet South of the North boundary line of the Subject Parcel and adjacent to Dee Road.

3. Upon the sale of all of the Developer Units, Developer and Purchasers shall remove their temporary signs. After such removal, Purchasers shall construct a permanent "Pylon" type, two-sided sign on the median at the entrance to the Driveway Easement for the joint use and benefit of Purchaser and the Hamilton Court Condominium Association ("The Association"). The design and type of sign shall be agreed upon by Purchasers and the Association who shall share equally in the costs and expense of installation, unless such sign was required in the Planned Unit Development heretofore approved by the Board of Commissioners of Cook County, Illinois, and recorded as Document Number 24100790 ("Planned Unit Development"), in which case, the cost shall be paid by Purchasers. The permanent sign shall depict the names of the developments and shall also be used for the purpose of advertising rentals and sales, but shall not include the amount of rental for any unit. The costs and expenses of maintaining such sign and keeping same in good repair

shall be borne equally by Purchaser and Association. In the event the Association does not agree to be bound by the obligations contained in paragraphs 3 and 4 hereof, said sign shall be for the exclusive use of Purchasers.

4. Developer and Purchasers shall maintain their respective signs in a reasonably attractive and sightly condition, and each shall be responsible for the cost and expense of the maintenance, care, repair, and upkeep thereof. Notwithstanding the foregoing, the nature, type, location and maintenance of all signs shall be in accordance with the zoning and land use laws of Cook County, Illinois and shall be regulated in accordance therewith.

5. Purchasers shall provide brick materials for the exterior construction of the buildings on the Subject Parcel which are from the brown family, in color.

6. Purchasers shall develop, complete, and improve the Subject Parcel in conformity with the aforesaid Planned Unit Development which development shall include, without limitation, the construction and completion of all buildings required to be constructed on the Subject Parcel, roads, parking areas, curbs, and the Dee Road entranceway to the Driveway Easement. In addition, Purchasers shall further finish and complete that unimproved portion of the Hamilton Court Condominiums located adjacent to the South line of the Driveway Easement immediately

West of the boundary lines separating the Subject Parcel and the Hamilton Court Condominiums, which unimproved parcel is designated for approximately 8 parking spaces.

7. Seller, in conveying the Subject Parcel to Purchasers, reserves its interest in and to the Driveway Easement which Easement is and shall remain for the perpetual benefit of the Subject Parcel, the Hamilton Court Condominiums, and all subsequent individual owners or Unit owners thereof. Purchasers, at their own cost and expense shall repair that portion of the Driveway Easement across the Subject Parcel including, without limitation, adding an asphalt lift thereto upon completion of the development of the Subject Parcel, as required under the Planned Unit Development.

8. The Association has agreed to grant a parking easement to Purchasers as more fully described in a Declaration of Easement, recorded a Document No. 86178162 ("Parking Easement"), and in connection therewith, Purchasers agree that they will prohibit the use of such Parking Easement by construction vehicles or equipment during the development of the Subject Parcel. Purchasers agree to indemnify and hold harmless Seller, Developer, and the Association from any costs, expenses, and damages that may be required for the repair of the Parking Easement as a result of the Purchaser's unauthorized use thereof upon 10 days written notice of such damage and/or unauthorized

use.

9. The covenants and provisions contained herein shall run with the land and be binding upon and inure to the benefit of the undersigned, their respective heirs, executors, successors, grantees, and assigns, including any subsequent owners of the Subject Parcel, and all Unit Owners of the Hamilton Court Condominiums.

IN WITNESS WHEREOF, the parties hereto have executed this

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Agreement the day and year first above written.

Purchasers:

AMERICAN NATIONAL BANK & TRUST CO. OF CHICAGO, as Trustee u/t/n 66517

By: _____
VICE PRESIDENT

Attest: _____
ASSISTANT SECRETARY

ARTFIELD BUILDERS, INC.

By: _____ Pres.

Attest: _____ Sec.

Seller:

PARKWAY BANK & TRUST CO., as Trustee u/t/n 3703

By: _____
SR. VICE PRESIDENT-TRUST OFFICER

Attest: _____
Asst. Vice Pres.-Asst. Trust Officer

ROBERT SPIRCOFF, as agent for the Beneficiaries of PARKWAY BANK & TRUST CO. Trust No. 3703.

THIS INSTRUMENT PREPARED BY:
MARCK W. LUDWIG
180 North LaSalle Street
Suite 1625
Chicago, Illinois 60601

BOX 333 — HV

This Agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 3703. Said Trust Agreement is hereby made a part hereof and any claim against said Trustee which may result in the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the delivery or condition of the title of said property or for any warranty with respect thereto. Any and all personal liability of said Trustee and said Trust Co. is hereby expressly waived by the parties hereto and their successors and assigns.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named E. JOHANSEN SUZANNE G. BAKER of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and ASSISTANT Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trust Company, and the said ASSISTANT Secretary, as custodian of the corporate seal of said Trust Company caused the corporate seal of said Trust Company to be affixed to said instrument as said ASSISTANT Secretary's own free and voluntary act as the free and voluntary act of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this MAY 08 1986 day of May, 1986.

NOTARY PUBLIC
My Commission Expires: 6-27-87

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STATE OF ILLINOIS)
COUNTY OF ~~COOK~~ LAKE) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Arthur Powell and M.G. Fields of ARTFIELD BUILDERS, INC. personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company.

GIVEN under my hand and Notary Seal this 6th day of May, 1986.

Nicholas Kary
NOTARY PUBLIC

My Commission Expires: 10-12-88

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and state aforesaid, DO HEREBY CERTIFY, that ROBERT SPIRCOFF, personally known to me to be the same person whose name is subscribed to the foregoing instrument as agent for the Beneficiaries of PARKWAY BANK & TRUST CO., as Trustee under Trust No. 3703, ROBERT SPIRCOFF, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

GIVEN under my hand and Notary Seal this 13th day of May, 1986.

Barbara J. Simonson
NOTARY PUBLIC

My Commission Expires: 11/23/89

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

1986 MAY 16 AM 11:10

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I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Asst. Vice Pres.-Asst. Trust Officer SR. VICE PRESIDENT-TRUST OFFICER of PARKWAY BANK & TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SR. VICE PRESIDENT-TRUST OFFICER President and Asst. Vice Pres.-Asst. Trust Officer Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said Trust Company, and the said Asst. Vice Pres.-Asst. Trust Officer Secretary, as custodian of the corporate seal of said Trust Company caused the corporate seal of said Trust Company to be affixed to said instrument as said Asst. Vice Pres.-Asst. Trust Officer Secretary's own free and voluntary act and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 14th day of May, 1986.

NOTARY PUBLIC
My Commission Expires: My Commission Expires Apr. 4, 1987

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EXHIBIT A

Legal Description

That part of the North 1/2 of the Southwest 1/4 of Fractional Section 10, Township 41 North, Range 12 East of the Third Principal Meridian lying Southerly of the Southerly right of way line of the Public Service Company of Northern Illinois and East of the East line of Timberlane Acres Subdivision as per plat thereof recorded on May 3, 1956 as Document 16569156 in Book 468 of Plats, page 41 excepting from the above described tract that part lying West of a line drawn at right angles to the South line of said tract from a point in said South line 630.0 feet East of the Southwest corner of said tract, in Cook County, Illinois.

09-10-300-009

Hill Road

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EXHIBIT B

Legal Description

The West 630 Feet (measured on the South line) except the West 60 Feet of the South 20 Feet of that part of the North 1/2 of the southwest 1/4 of Fractional Section 10, Township 41 North, Range 12 East of the Third Principal meridian, lying Southerly of the Southerly Right of Way Line of the Public Service Company of Northern Illinois, and East of the East Line of Timberlane Acres Subdivision, as per plat thereof, recorded on May 3rd, 1956, as Document Number 16569156, in Book 468 of Plats, on Page 41, in Cook County, Illinois.

09-10-300-009-0000
Lee Road