

Box 587

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS made this 11th day of January, 1989, by HERITAGE TRUST COMPANY as Trustee under trust agreement dated the 7th day of December 1988 known as Trust No. 8803012 herein referred to as "TRUSTEE".

RECITALS:

1. TRUSTEE is the owner of certain real property as described in a certain plat of subdivision of the "ALBIP INDUSTRIAL PARTNERS SUBDIVISION (herein referred to as the "Property") and more fully described in Exhibit "A" attached hereto, and that being recorded as Document 89-462578 in Cook County, Illinois.

2. TRUSTEE intends to sell the Property to one or more individual owners and to restrict the future use of the property and individual lots within the plat of subdivision for the overall benefit of the individual owners, as part of a common plan to preserve the value and quality of the Property for the benefit of its future owners.

NOW, HEREBY, TRUSTEE declares that the Property, and all lots located within the Subdivision, shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the limitations, covenants, conditions and restrictions set forth in this declaration. Such limitations shall be binding on the trustee and all subsequent owners claiming under it, and shall run with the land, for the benefit of, and limitation on, all future owners in such subdivision, for the express use and benefit of each and every person or entity who now or in the future owns any portion or portions of said property, all as set forth herein.

Land Use and Building Types:

No lot or combination of lots shall be used for residential purposes, nor shall any building be erected, altered, placed, or permitted to remain on any lot, other than commercial or industrial buildings which conform to the zoning and building codes of the village of Alsip and these covenants, conditions and restrictions.

Approval of Plans and Specifications; Construction Specifications; Exterior Building Maintenance and Landscaping:

(a) NO APPROVAL: No structure or improvement, including landscaping improvements, shall be constructed or erected on the conveyed property until the plans and specifications have been submitted to, and approved in

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writing by, ALSIP INDUSTRIAL PARTNERS, AN ILLINOIS PARTNERSHIP, (herein referred to as "AIP"), or any successor thereto, as the Developer of the subdivision. Plans and specifications shall be approved or disapproved within twenty-one (21) days following submission to AIP. Failure by AIP to approve or disapprove plans within such time shall act as a waiver of this provision, however, such waiver shall not be deemed to waive or extinguish any other restrictions, conditions, or provisions of this Declaration.

(b) Exterior Construction Materials and Signs: All building exteriors shall be of finished masonry materials, stucco, brick, stone, or such other materials as approved in advance by AIP. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property, shall be placed or otherwise installed on any lot or building except such signs of a reasonable nature as may be necessary to identify commercial enterprises located within the structures. All signs shall comply with local ordinances and shall be approved by AIP prior to construction and installation.

(c) Exterior Building Maintenance: The exteriors of all buildings and structures shall be kept and maintained in good condition and repair, including cleaned and painted, as may be required to keep and maintain the visual quality and beauty of the property and subdivision.

(d) Declarant's/Association's Right to Perform Owner's Maintenance: If any Owner shall fail to maintain its Lot or Building as aforesaid, Declarant or the Association may give notice to the Owner specifying the manner in which the Owner has failed to maintain its Lot or Building and if said Owner refuses or fails to undertake, or to commence to undertake and thereafter diligently complete said maintenance within ten (10) days following such notice, Declarant or the Association, may but shall not be obligated to enter upon the Lot or Building and perform such maintenance. In the event Declarant or the Association undertakes such maintenance, neither Declarant nor the Association shall be liable or responsible to the Owner for any losses or damage thereby sustained by the Owner or anyone claiming by, through or under the Owner except for gross negligence or wanton or willful misconduct. In the event Declarant or the Association undertakes the aforesaid maintenance, the cost therefore shall be assessed against and paid by the aforesaid Owner within thirty (30) days of the rendering of a statement therefor which statement shall specify the details of the work performed and the costs thereof. Such statement may include a charge of ten percent (10%) of the direct costs of undertaking and completing said maintenance in order to

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defray the administrative expenses incurred by Declarant or the Association in connection with performing such maintenance. In order to insure the Owners payment of such maintenance assessments, Declarant and the Association shall have the right, in addition to all other legal and suitable rights and remedies, to record a lien against the Owner's parcel and to foreclose upon the same in the manner provided for in this Declaration, including but not limited to attorney's fees and costs.

Let's Landscaping and Paying: Within six (6) months after the issuance of a certificate of occupancy for any permanent building constructed on a lot, each owner shall cause the entire land area to be landscaped as follows: planted landscaping, for the purposes of this paragraph, shall be interpreted to mean that plants, trees, ground cover, shrubs, grass sod or seed shall be planted and maintained on all portions of the lot not covered by paved parking, building(s), or walkways. All landscaped areas shall be maintained in a manner and to the degree necessary to keep all vegetation healthy and attractive, including fertilization, weeding, watering, trimming and replacing dead vegetation as required.

Building Lines and Lot Set-Backs: No building or permanent structure shall be located on any lot nearer to the front lot line or access street, nor at the rear lot line, than the minimum building set-back lines as specified in the municipal zoning and building codes and/or ordinances.

Lot Areas and Width: No building shall be erected or placed on any lot having a width of less than one hundred (100) feet at the minimum building set-back line, nor shall any building be erected or placed on any lot having an area of less than forty thousand (40,000) square feet.

Easements: Easements for installation and maintenance of utilities and drainage facilities, common grounds, and other areas of access usage are reserved as shown on the record subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or with the intended use, or which may change the direction, obstruct, or retard the flow of a established water drainage. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Nuisances: No illegal, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All uses of the property shall be in

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compliance with the existing zoning code and ordinances of the Village of Bluff, or permitted variances allowed to the municipality.

7. **Temporary Structures:** Except for structures used as required for construction purposes during actual construction of improvements, no temporary structures (including but not limited to, trailers, outbuildings, garages, tents and inflatable structures) shall be erected, placed or maintained upon any lot or other subdivision property. Temporary structures used during the construction of any improvements shall be removed no later than the date that construction is completed or a certificate of occupancy is issued for the structure(s).

8. **Livestock and Poultry:** No pets, animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, nor housed on a permanent basis within any building on the subdivision, except as used for scientific or experimental purposes within permanent building structures.

9. **Exterior Storage; Garbage and Refuse Disposal:**

(a) **Exterior Storage:** Any storage areas, exterior of the structural improvements shall be enclosed within solid opaque walls, fences or other "sight screen" that are approved by the Board, having minimum height of five (5) feet and installed so that they are contiguous to the principal structure(s). All trash, garbage, rubbish and refuse containers shall be placed within such enclosed storage areas, shielded from view.

(b) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All trash, garbage, rubbish and other refuse shall be placed in containers placed in areas which are shielded from public view.

10. **Vehicle Parking and Storage:** Except for vehicles routinely used in business activities, parking and storage of tractors, trailers, campers, boats, aircraft, vehicles, tractors, or wagons is prohibited upon the lots, except for temporary parking related to the use of such items in the ordinary course of the business activities conducted upon the premises. Parking upon subdivision streets shall be as prescribed by ordinance or law.

11. **Common Maintenance:**

(a) The property designated as Lot 4 on the Plat of Subdivision and the property bordering the railroad tracks which forms a drainage ditch shall be considered "Common Area" and shall be maintained by the Association as hereinafter provided. The area bordering the railroad tracks

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which form a drainage ditch is owned by individuals but shall still be considered a common area to be maintained by the Association.

(b) The Association referred to herein shall maintain, repair, replace and renew the Common Areas or cause the same to be maintained, repaired, replaced or renewed in a clean, bright, safe and first class condition. Such obligation shall include all the repair and maintenance of the retention pond located on Lot 4 of the Property, which shall include spraying for insects, maintenance of water purifying equipment, and maintenance of the bank and the landscaped title land; (2) the repair and maintenance of the drainage ditch, which is under the railroad tracks on the westerly portion of the Property; (3) the repair and maintenance of any sign which may identify the Property and (4) all other maintenance necessary to keep the Common Areas in a safe, clean and bright condition.

(c) The costs and expenses of performing the aforesaid maintenance, repair, replacement and renewal shall include, but not be limited to, all costs of material, labor and supplies, and the premiums for any policies of insurance on Lot 4 of the Common Areas which the Association shall deem necessary or appropriate (hereinafter collectively called the "Costs of Maintenance").

10. Easements for Common Maintenance: Perpetual non-exclusive easements for ingress and egress over, under, across, in and upon the Property are hereby declared, created and reserved by Trustee for the benefit and use of itself, the Association, and any utility company serving the Property, or their successors, their respective successors, and assigns, agents, and employees, to provide reasonable access to the Common Areas and to other portions of the Property for the purposes of performing the maintenance required under the foregoing paragraph 11.

11. Payment of the Costs of Maintenance:

(a) Every Owner shall pay to the Association its proportionate share of the Costs of Maintenance. An Owner's proportionate share of the Costs of Maintenance shall be determined by multiplying the Costs of Maintenance by a fraction, the numerator of which is the total number of acres in such Owner's parcel and the denominator of which is the total number of acres in the Property which have been developed by Grantor and sold as Parcels to Owners.

The obligation to pay Costs of Maintenance shall commence with the date of delivery to an Owner of a deed of conveyance to a Parcel. Grantor shall be considered an Owner for the purposes of this subparagraph to the extent that it owns any Parcels.

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(b) All amounts payable by an Owner pursuant to Section 13(a) above shall be assessed to such Owner by Declarant no more frequently than monthly and shall be accompanied by an itemized statement of such costs and the manner in which such Owner's share was determined. Every Owner shall pay the amount shown on the statement within thirty (30) days after receipt. In order to insure the Owner's payment of said charges, Declarant shall have the right, in addition to all other legal rights and remedies, to record a lien against the Parcel owned by said Owner and to foreclose the same in accordance with the provisions of Paragraph 16 of this Declaration.

14. **Transfer of Common Areas to Association:** Trustee shall, after conveyance of the first Parcel to an Owner, convey by Trustee's Deed, Lot 4 to the Association. Trustee shall not convey the drainage ditch areas as they are located on Owner's Parcels, but they are still to be maintained by the Association as Common Area.

15. **Association:**

(a) **Incorporation:** Declarant shall incorporate the Association under the Not-for-profit Business Corporation Act of the State of Illinois prior to the transfer to the Association of the Common Area. Said Association shall be called 130th St. Industrial Owners' Association.

(b) **Memberships:** Every Owner of a Parcel, including Trustee shall be a Member of the Association. Membership shall be appurtenant to, and may not be separate from, the ownership of a Parcel. Ownership of a Parcel shall be the sole qualification for membership in the Association. Every Owner of a Parcel, by acceptance of a deed thereto, covenants and agrees to be a Member of the Association whether or not it shall be so expressed in any deed or other conveyance. In the event the Owner of a Parcel is a land trust, the rights, privileges and benefits of membership in the Association and the duties and obligations associated therewith shall inure to the benefit of and be binding upon the beneficiaries of said land trust.

(c) **Transfer:** Membership in the Association shall not be transferable in any way except upon the conveyance of a Parcel and that only, to the successor in title to such Parcel. Any attempt to transfer a membership in the Association in violation of the provisions hereof shall be null and void and of no force or effect.

(d) **Powers and Duties of Board of Directors:** A Board of Directors (hereinafter referred to as the "Board") comprised of three (3) individuals (hereinafter referred to as "Directors") shall exercise the powers and duties of the

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Association for the benefit of the Property and the Members and shall pay all costs required or permitted to be paid pursuant to this Declaration from assessments or charges levied in accordance with the terms hereof. The Directors shall be elected annually, to serve without compensation for services performed, by a majority vote of the votes being cast by the Members in any election held to elect Directors, provided, however, that until the Termination Date, Trustee shall have the right to designate and appoint each year not less than two (2) of the Directors that are to serve as members of the Board. Vacancies in the Board shall be filled by Trustee with respect to Directors appointed by Trustee, and by majority vote of the Members with respect to Directors elected by the Members. The Board shall meet from time to time as necessary but in no event shall the Board meet less than once a year. Notice of all meetings of the Board shall be in writing and delivered to each Director personally or by certified mail, return receipt requested, not less than four (4) business days prior to the date of any scheduled meeting. No action of the Board shall be effective or taken except by majority vote of the Directors.

(c) Voting Rights: The total number of votes which may be cast on any matter requiring assent of Members of the Association shall be equal to 100. The Members representing a Parcel shall be entitled to collectively cast a number (a fraction thereof) of votes equal to 100 multiplied by a fraction, the numerator of which is the total acreage of such Parcel and the denominator of which is the total acreage of those portions of the Property which are then subject to assessment hereunder. Such votes may be cast in such manner as the Member, acting in accordance with the rules of administration, deems advisable, and the Member shall not be required to cast all such votes as a group or block. Unless this Declaration, the Articles of Incorporation, the By-Laws, or any law shall specify a greater vote, all Association matters requiring action by Members shall be decided by a majority of the votes cast at a duly called meeting at which more than fifty (50) of the votes which could be cast at such meeting, determined as aforesaid, are represented, in person or by proxy. For purposes of this Paragraph and Paragraph (b) of this Declaration, the acreage of such Parcel and the total acreage from time to time of those portions of the Property which are then subject to assessment hereunder shall be conclusively determined by the Board, in such manner as the Board may deem appropriate.

(d) Power and Duties of Officers: The Board shall elect from among its members, to serve, without compensation for services performed, for the term of one (1) year (1) a President who shall preside over its own and the Association's meetings, who shall be the chief executive officer of the Association and who shall be designated to mail and receive all notices and execute all documents as

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provided herein; (ii) a Secretary who shall keep the minutes of all meetings of the Board and of the Association and who shall, in general, perform all the duties incident to the office of the Secretary, (iii) a Treasurer who shall keep the financial records and books of account, and (iv) such additional officers as the Board shall see fit to elect from amongst its members. Vacancies in any office shall be filled by the Board by a majority vote of the members of the Board. Any officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds.

(v) Association's Common Area Maintenance Obligations: The Association shall perform such maintenance obligations as shall have been assigned to it by Declarant pursuant to Paragraph 11 of this Declaration and shall exercise the power and right of Declarant with respect thereto. The Association shall perform all maintenance obligations.

(vi) Additional Rights of Association as Granted to by Declarant: The Association, acting by and through the Architectural Control Committee, shall exercise the power and right of Declarant which have been delegated and assigned to it as provided in Paragraph 2 of this Declaration, including all rights of enforcement under Paragraph 7 of this Declaration.

(vii) Additional Powers of Association: The Association, to the extent the Board deems necessary and appropriate, shall have the power to own real and personal property, to open bank accounts, to take such action, legal or otherwise, necessary to enforce this Declaration as herein provided, to obtain policies of insurance insuring the Association, its members, the Board and the Common Areas, to contract for legal, accounting and similar professional services, to borrow funds, to employ the services of a manager, to employ employees directly or through the manager, to otherwise do that which it believes necessary to protect or defend the Common Areas, the Association and the Property from loss or damage by suit or otherwise and to pay the costs of the foregoing from assessments levied against the Owners.

(viii) Persons Subject to Declaration, By-Laws and Rules: All present and future Owners, tenants, invitees and occupants of the Property shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the rules and regulations, if any, promulgated by the Association, as they may be amended from time to time. Acceptance of a deed of conveyance, or the entering into a lease, or the entering into occupancy of any building on any Parcel shall constitute an agreement that the provisions of this Declaration and of said By-Laws and of said rules and regulations, as the same may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and

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take, to be covenants running with the land and shall bind any person having at any time any interest or estate in such Parcel, as though such provision were recited and stipulated at length in each and every deed, conveyance or lease thereof.

(c) Person to Receive Process: The President of the Association is hereby designated to receive service of process in any action which may be brought against the Association.

16. Assessments Levied by the Association

(a) Assessments: The Association may levy assessments against the Owners which shall be used to discharge the costs of maintenance and for such other purposes as are authorized by this Declaration or deemed necessary and appropriate by the Association for the general maintenance and welfare of the Property including, without limitation, discharging the costs incurred by the Association in exercising its rights and powers and in performing its obligation hereunder, discharging the costs incurred by the Architectural Control Committee and discharging the costs incurred by the Association in enforcing this Declaration and the By Laws and rules and regulations of the Association.

(b) Personal Obligation for Assessments and Charges: The acceptance of a Parcel by the acceptance of a deed thereto, whether or not such obligation be so expressed in any such deed, for every Parcel owned by said Owner, together with Declarant, hereby covenants and agrees, and shall be deemed to have covenanted and agreed, to pay to the Association, commencing with the day following the delivery of the deed, all assessments and charges as are levied or charged by the Association pursuant to the provisions of this Declaration, and assessments and charges, whether levied pursuant to the foregoing sentence or under any other provisions of this Declaration, together with interest thereon calculated at the rate of two percent (2%) per annum above the prime rate of interest, defined as the rate of interest announced from time to time in Chicago, Illinois by Continental Illinois National Bank and Trust Company of Chicago as its prime rate changing when and as such prime rate changes (hereinafter referred to as the "Default Rate of Interest"), together with the late payment and administrative expense charge, hereinafter described and the costs of collection, if any, as herein provided, shall be charged as a lien against the Parcel against which every such assessment or charge is levied. Every such assessment and charge as aforesaid, together with interest, late payment and administrative expense charges and costs, thereon, shall, in addition, be the personal obligation of the Owner of such Parcel at the time the assessment or charge was levied. To the extent that it owns any part of

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the property at the time the Association becomes responsible for the performance of maintenance obligations, shall be deemed subject to the provisions of this Article.

Responsibility of Beneficiaries of Land Trust: In the event title to any land subject to assessment and charge is conveyed to a titleholding trust under the terms of which all powers of management, operation, and control remain vested in one trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder shall be responsible for the payment of all obligations, liens or indebtedness and for the performance of such agreements, covenants and undertakings or stipulations created for the purpose of the payment of the costs assessed against such Parcel. No claim shall be made against any such titleholding trustee personally for payment of any such obligation created hereunder and such trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon such Parcel and the obligation of the beneficiary of such trust, notwithstanding any transfer or attempted transfer of the beneficial interest in any such trust or any transfer or attempted transfer of title to such Property.

Initial and Additional Assessment: The initial annual assessment payable to the Association shall be fixed by Declarant in its reasonable discretion, giving due consideration to the Costs of Maintenance for the prior twelve (12) month period. Commencing with the next fiscal year and for each year thereafter the Board shall estimate its costs of operation for the coming year and same shall be assessed and paid monthly in advance by every Owner or as the Board shall otherwise direct. Such assessment shall take into consideration the cost of, or reserves for, any contemplated repair, replacement or renewal of a specified improvement upon the Common Areas or the personal property and facilities maintained by the Association. The Board shall have the power to levy additional assessments as provided in the By-laws of the Association. All assessments shall be allocated in accordance with the provisions of Paragraph 13 of this Declaration. Declarant shall also have the right to collect from each Owner, a working capital reserve assessment in the amount of \$200.00, which may be transferred between Owner and any subsequent Owner, but which remains the property of the association.

Commencement of Assessments: The assessments provided for in this Article shall commence on or be prorated as of the date each Owner acquires title to its Parcel and shall thereafter be due and payable as above provided.

(c) Delinquent Assessments: Any assessments or charges

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which shall be paid when due shall be delinquent. If any Owner fails to pay any assessment or charge within 30 days of its due date, said Owner, in addition to the Default Rate of Interest, shall be liable to the Association for a late payment and administrative expense charge equal to fifteen percent (15%) of the amount of the unpaid assessment or charge. In addition to the foregoing and in addition to all other legal and equitable rights and remedies, the Association may be bringing an action at law against the Owner personally obligated to pay the assessment or charge and may, in any such legal proceeding, foreclose the lien provided for in (i) of the Declaration by the provisions of the foregoing Paragraphs (iii) and (iv) collect in said action the amount due and owing the delinquent assessment or charge, together with the Default Rate of Interest thereon, the above late payment and administrative expense charge and the costs of collection and reasonable attorney's fees of any such action or proceeding. The lien provided for above Paragraph (iii) shall secure the payment of the assessment or charge, the Default Rate of Interest thereon, the above late payment and administrative expense charge and the above said costs and reasonable attorney's fees. No Owner may in any way avoid liability for an assessment or charge as provided for herein by nonuse of the Common Facilities or abandonment or transfer of its Parcel.

10. Creation of Lien to Mortgage: The lien for any assessment or charge provided for in this Declaration shall be subordinated to the lien of any bona fide security interest, including a mortgage, trust deed or sale and leaseback, created to the Owner of a Parcel for the purposes of the improvement of the lot, provided, however, that such subordination shall apply only to the assessments and charges which have been paid and payable prior to a sale or loan for of such Parcel, pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not release the Parcel from the lien for any assessments or charges thereafter becoming due nor from the lien of any subsequent assessments or charges.

11. Property Not Subject to Assessments: All part of the property dedicated to and accepted by the Village or other public authority shall be exempt from the assessments, charges and liens created under this Declaration.

12. Term Modification and Cancellations: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless sixty percent (60%) of the then owners of the lots sign and record an agreement providing, altering, or otherwise changing these provisions, in whole or in part.

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The covenants may be modified, altered, amended or revoked at any time upon the unanimous consent of the owners of all the lots to which they apply, by written instrument properly signed and acknowledged by each owner of record at the time of such change, and by recording the instrument with the Recorder of Deeds of Cook County, Illinois, in the same manner in which an instrument is recorded.

TRUSTEE hereby reserves the right to cancel, modify or revoke, in whole or in part, the provisions of this declaration, at any time prior to the initial conveyance of lots of this subdivision, without approval or permission of any other lot owner.

18. Enforcement: The terms and provisions of this instrument may be enforced by proceedings at law or in equity against any person or persons violating, or attempting to violate, any provision, condition or provision herein. A party seeking to enforce these provisions shall be entitled to all remedies available at law or equity, including, but not limited to, temporary and permanent injunctive relief and an order of specific performance, including reasonable attorneys' fees incurred to plead and enforce these provisions.

19. Severability: Should any one or more of these covenants and restrictions be invalidated by judgement or order of court, such judgement or order shall in no way affect any of the other provisions, and the unaffected provisions shall nevertheless remain in full force and effect pursuant to the terms of this instrument.

HERITAGE TRUST COMPANY, HERITAGE TRUST COMPANY, as Trustee under Trust Agreement No. 89-3507 has caused this instrument to be signed in its name and sealed by its Assistant Secretary, **JEAN P. FULTON**, and the seal hereby placed thereon. **UNDA EEE UNZ** Land Trust Superior

HERITAGE TRUST COMPANY
as Trustee, as aforesaid,
and not personally

By: *Kendra Lee Nitz*
Jean P. Fulton

It is hereby agreed and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, nevertheless, each and every one of them, made and intended not as warranties, indemnities, representations, covenants, undertakings and agreements of the Trustee or for the purpose or with the intention of binding the Trustee personally but are made and intended for the purpose of only that the Trust property specifically described herein, and this instrument is to be construed and governed by said Trustee not in his own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability is assumed by nor shall at any time be exercised or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, or such personal liability, if any, being expressly waived and released.

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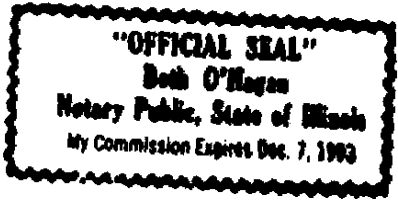
STATE OF MISSISSIPPI
COUNTY OF COOK

I, the state signed, a Notary Public in and for said County, in and to the aforesaid, DO HEREBY CERTIFY that

UNDA LEE LETZ **JEAN P. FULTON**
 Land Trust Supervisor ASSISTANT SECRETARY
 said HERITAGE TRUST COMPANY, said HERITAGE TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and said **UNDA LEE LETZ** and **JEAN P. FULTON** did also then and there respectively, appeared before me this day as persons and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and in the free and voluntary act of said HERITAGE TRUST COMPANY as Trustee, for the uses and purposes therein set forth and the said **JEAN P. FULTON** did also then and there acknowledge that she is the custodian of the corporate seal of said HERITAGE TRUST COMPANY and did affix said corporate seal to the instrument as her own free and voluntary act, and as the free and voluntary act of said HERITAGE TRUST COMPANY as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of April, 1990.

Beeth O'Hagan
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1, 2, 3, and 4 in Altop Industrial Park, Subdivision
being a subdivision in the Northeast 1/4 of Section 29,
Township 37 North, Range 13, East of the Third Principal
Meridian, Cook County, Illinois.

TAX # 14-11-11-14
Cook County Clerk's Office

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CONSENT AND JOINDER TO DECLARATION

Hayes Beer Distributing Co., an Illinois Corporation, title holder of record to Lot 3 of Alsip Industrial Partners Subdivision hereby consent to and join in the execution of said declaration and agree to be bound by the terms and conditions of same.

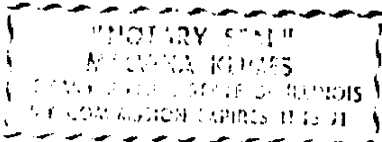
HAYES BEER DISTRIBUTING CO.

By: Gene O. Hayes
President

Witness: John J. Hayes
Secretary

Subscribed to and sworn to
before me this 11th day
of April, 1970.

Melvin H. Kimes
Notary Public



Property of Cook County Clerk's Office

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ASSIGNMENT AND ASSIGNMENT OF MORTGAGE TO PROPERTY OF COOK COUNTY, ILLINOIS, CONDUIT FOR THE ABOVE

HERITAGE BANK OF OAK LAWN, holder of mortgage dated
March 2, 1989, and recorded March 16, 1989 as Document No.
89-110677 and mortgage dated September 20, 1989 and recorded
September 29, 1989 as Document No. 89-507845, hereby, consents
to the execution and recording of the within Declaration of
Covenants, Conditions, and Restrictions, and agrees that said
mortgages are subject to the provisions of said Declaration.

IN WITNESS WHEREOF, Heritage Bank of Oak Lawn has
caused this instrument to be signed by its duly authorized
officers, of its own self; all done at Oak Lawn, Illinois, on
this 11th day of April, 1990.

HERITAGE BANK OF OAK LAWN

By: [Signature]
V.P.

ATTEST:

[Signature]
Notary Public

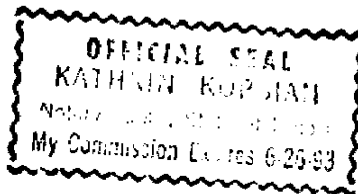
OFFICIAL RECORDING \$27.00
FILED - TR. 84-12/90 10 11 00
SERIAL # B * -90-166469
CLERK COOK COUNTY ILLINOIS

STATE OF ILLINOIS)
COUNTY OF OAK)

I, the undersigned, a Notary Public in and for said
County and State, do hereby certify that Robert B. Holland
and Debra J. Hennessy, respectively of HERITAGE BANK OF
OAK LAWN, personally known to me to be the same persons, whose
names are subscribed in the foregoing instrument as such
President and Vice President, appeared
before me this day in person and acknowledged that they
signed, sealed and delivered said instrument as their free
and voluntary act, and as the free and voluntary act of said
corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day
of April, 1990.

Kathrin Koppen 90166469
Notary Public



[Handwritten Signature]

92100189