DECLARATION OF RESTRICTIONS

- territory hereinafter described (hereinafter referred to as the "Parcel"), is vested in the Marriott Corporation and the Courtyard by Marriott II Limited Partnership (hereinafter LaCALLE WATIONAL TABLE. W.A. Successor Trunton No. **

 referred to as "Marriott") and La Salle National Bank, as

 Trustee, under trust Number 110997 dated June 30, 1986
 (hereinafter referred to as "La Salle"), all collectively hereinafter referred to as "Owner", and MKS Enterprises, an Illinois corporation, having its principal office located at 4500

 N. Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Lessee"); and "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Lessee"); and "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and "Potawatomi, Chicago, Illinois (hereinafter referred to as "Lessee"); and
- 2. WHEREAS, Parcel is to be commercially developed with a restaurant facility by Lessee; and
- 3. WHEREAS, Parcel is within the territorial boundaries of the Northfield Woods Sanitary District, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "District"); and
- 4. WHEREAS, the Owner and Lessee (hereinafter referred to collectively as "Declarant") of said Parcel, hereinafter legally described as follows:

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Legal Description of "Parcel"

That part of the West Half (1/2) of Section Twenty-nine (29), Township Forty-two (42) North, Range Twelve (12), East and the East Half (1/2) of Section Thirty (30), Township Forty-two (42) North, Range Twelve (12), East of the Third Principal Meridian described as follows:

Buginning at the West Quarter (1/4) Corner of said Section Twenty-nine (29); thence North 00 degrees, 02 minutes, 41 seconds West along the West line of the Northwest Quarter (1/4) of said Section Twenty-nine (29) a distance of 173.26 feet to a point of intersection with the North line of the South 173.26 feet of the Northeast Quarter (1/4) of Section Thirty (30). Township Forty-two (42) North, Range Twelve (12) East of the Third Principal Meridian; thence South 89 degrees, 46 minutes, 08 seconds West along the North line of the South 173.26 (eat of the Northeast Quarter (1/4) of said Section 30 a distance of 54.40 feet; thence South 00 degrees, 02 minutes, 41 seconds East 53.00 feet for a place of beginning; thence North 89 degrees, 46 minutes, 08 seconds East 149.86 feet; thence South 12 degrees, 52 minutes, 38 seconds East 234.46 feet to a point on a curve, being the Northerly right of way line of a public roadway heretofore dedicated as West Lake Avenua per Document Number 11200345; thence Westerly along the arc of said curve, being concave to the South, having a radius of 3867.83 feet, having a chord bearing of South 78 Degrees, 32 minutes, 50 seconds West for a distance of 40.76 feet to a point of tangency; thence South 78 degrees, 18 minutes, 59 seconds West along said Northerly right of way line of West Lake Avenue a distance of 165.38 feet; thence leaving said Northerly line of West Lake Avenue and running North 00 degrees, 02 minutes, 41 seconds West 269.54 feet to the place of beginning; commonly known as 4520 W. Lake Avenue, Cook County, Illinois.

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- 5. WHEREAS, Declarant is desirous of utilizing the sanitary sewerage system and facilities of the District in accordance with the rules, regulations and ordinances of the District; and
- 6. WHEREAS, it is in the public interest, and necessary for the proper operation of the sewer system of the District, that discharges into the District's sanitary mains be limited as determined by and in the sole discretion of the Board of Trustees of the District, taking into consideration the recommendations and advice of the District's engineer; and
- 7. WHEREAS, Daclarant has submitted to the District plans for the development of said Parcel, consisting of a restaurant; and, the Declarant represents to the District that the only discharges from the Parcel into the District's system will be those as set forth hereinafter and will be strictly limited to a total maximum flow not to exceed 43.9 callons per minute and that the maximum permissible fixture count for the Parcel is as follows:

Fi	xture Description	Ouantity	Fixture Units	Total Fixture (#)
	Lavatory Sink	8	1	C 8
	Water Closets	7	4	28
	Urinals	3	4	12
	Dishwasher	1	4	4
,	Kitchen Sink (3-Comp.) 2	3	6
	Pro-Rinse Waste Sink	ì	3	3
	Water Station Drain	3	1 '	3
	Bar Sink (3-Comp.)	1	2	2
	Kitchen Hand Sink	1	1	1
	Mop Basin	1	3	3
	Floor Trough	1	2	2
	Floor Drains	10	1	10
	Totals:	39	adala kanjayana adalah 1989 (1984 1984 1985 1997).	82

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This fixture count has been provided to the District by the Declarant and Declarant acknowledges that District has utilized this data in establishing the maximum flow rate set forth herein. All discharges shall be in accord with all applicable laws and regulations of all governmental bodies and agencies.

FURTHER, Declarant herein represents to the District that a 1,500 (Fifteen Hundred) gallon grease trap will be installed, in accordance with all applicable District regulations, pursuant to the direction of the District's engineer and inspector, prior to Declarant's connection to the lines of the District; and, said installation shall be maintained in accordance with all applicable ordinances, rules, regulations and provisions of the District. Declarant acknowledges that any change, amendment or modification in use may result, in the District's sole discretion, in the requirement for installation of additional sanitary sewerage facilities. All grease traps shall be continuously maintained by Owner, at Owner's sole expense, in accordance with all District directives, rules, regulations and ordinances, as the same may be, from time-to-time, promulgated by said District; and

8. WHEREAS, predicated upon such representations, the District, concurrently with the execution and delivery of this Declaration, and in complete reliance thereon, has authorized Declarant to connect to the Sanitary Sewerage System of the District.

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NOW, THEREFORE, in consideration of the foregoing, Declarant hereby covenants and warrants as follows:

- A. All WHEREAS Paragraphs in the preamble are hereby incorporated as if again recited herein.
- 5. For the term of fifteen (15) years, commencing MAY 1, 1993, and expiring APRIL 30, 2008, all restrictions recited herein shall be in full force and effect; it being understood that all right and permission to utilize the sewage disposal system of the District is predicated upon the outflow from the Declarant's development, fixtures and drains as hereinbefore recited, and that continuation of such right and permission of use is conditioned upon the maintenance and use of said property in conformance with the limitations and representations set forth in all recitals contained herein, as well as continued compliance with all District directives, rules, regulations and ordinances. Failure to so comply or the creation of any flow rates in excess of those herein set forth may result, upon proper notice and opportunity to be heard, in termination, without liability to the District, of sanitary sewer service to Parcel and all improvements located thereon,
- C. All restrictions and conditions of use set forth in this Declaration may only be modified by the District or its successors, Owner having been given proper notice and an opportunity to be heard regarding any such proposed modifications; and

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- D. This Declaration shall inure to the benefit of the District and be binding upon the respective successor, assigns and lesses of the property owners; and
- maintenance and enforcement of full compliance with the laws, ordinances and regulations of the District, including all recitations herein set forth, and which costs and expenses shall include, but not be limited to, costs and expenses for engineering, inspection, maintenance and attorney's fees, shall be born by, and be the sole responsibility of, the Launaa and any successors in title thereto; and
- F. This document shall be recorded with the Cook County Recorder of Deeds, and the restrictions and recitals herein contained shall constitute covenants running with the land during the term of this Agreement.
- G. To the extent this Declaration amends any of the terms and provisions of those certain documents identified as:
- (a) Declaration of Restrictions, recorded with the crok
 County Recorder of Deeds as Document Number 89-307808 on July 6,
 1989;
- (b) Declaration of Restrictions recorded with the Cook County Recorder of Deeds as Document Number 90-432409 on September 5, 1990.

the same are hereby amended.

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H. If any section, paragraph, sentence or clause of this Agreement is, regardless of cause, held invalid or to be unconstitutional, the remaining sections, paragraphs, sentences and clauses shall all continue in force and effect and shall be construed thereafter as being the entire provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this DECLARATION OF RESTRICTIONS on the date below set forth.

MARRIOTT CORPORATION, a Delaware corporation

By: Roberts. monin

Accort: (amela)

CBM TWO CORPORATION, a Delaware Corporation, General Partner, COURTYARD BY MARRIOTT II LIMITED PARTNERSHIP

Attest:

MKS ENTERPRISES, INC. an Illinois corporation

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LABALLE HATIORAL THUST WA Successor Trustee to

LA SALLE NATIONAL BANK, as Trustee u/t #110997 and not personally

Addistant Vice President

Dioporty Or Coof

Attest: Mancya Black
ASSISTANT SECRETARY

Virginia Beckstrom, Beneficiary of La Salle National Bank - Trust #110997

Leonard W. Schultz, Beneficiary of La Salle National Bank - Trust #110997

This Instrument to executed by Lagalle Mational TRUST, N A., not personally but solohy as Tension, as after cold, in the exercise of the power and nuitority configure upon and restor to it was such Trustee. All the trans, providence, although the providence, although the last of the providence, although the last of the providence to be performed by 1 abbit 10 action to 10 action 10 action as a majorated, and not be tyther by and all necessions have a made even rando on information and belief and are to be construed accordingly. and no personal liability shall be escented or be enforceable against LESALLE MATIONAL TRUST, M.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

CONTRACTORS FOR STREET AL MARK & MATERIAL RAIL REPORT FOR THE PROPERTY OF THE

MARYLAND

My Commission Expires:

October 1, 1995

MONTGOMERY SS	
COUNTY OF XXXXX)	
I, the undersigned, a Notary Public in and for said	County
and State aforesaid, do hereby certify that Robert B. Morri	.ម
and Pamela J. Murch , personal	
to me to be the same persons whose names are subscribed	
foregoing instrument, as Vice President and Assistant Se	cretary
respectively, of the MARRIOTT CORPORATION, a corporation	of the
State of Delaware, appeared before me this day in person	and
severally acknowledge that trey, being thereunto duly aut	chorized,
signed, sealed with the corporate seal, and delivered the	said
instrument as the free and voluntary act of said corporat	ion and
as their own free and voluntary act, for the uses and pur	poses:
therein set forth.	
Given under my hand and official seal this 27th day of	£
May ,1993.	
Law & Berli	
Notary Public	Ö

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MARYLAND

STATE OF XXXXWXXXX) MONTGOMERY SS
COUNTY OF KOOK)
I, the undersigned, a Notary Public in and for said County and
State aforesaid, do hereby certify that Christopher
G. Townsend and Pamela J. Murch , personally known
to me to be the same persons whose names are subscribed to the
foregoing instrument, as Vice President and Assistant Secretary,
respectively, of CBM TWO CORPORATION, a Delaware Corporation,
General Partner, COURTYARD BY MARRIOTT II LIMITED PARTNERSHIP,
appeared before me this day in person and severally acknowledge
that they, being thereunto duly authorized, signed, sealed with
the corporate seal, and delivered the said instrument as the free
and voluntary act of said corporation and as their own free and
voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal tris 27th day of
May , 1993.
Lai R. Beilin
Notary Public
My Commission Expires:
October 1, 1995

STATE OF ILLINOIS) SS
COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said County
and State aforesaid, do hereby certify
that Mathew Meneves
and Nicholas Sambrakia , personally known to
me to be the same persons whose names are subscribed to the
foregoing instrument, as President and Secretary ,
respectively, of MKS ENTERPRISES, INC., an Illinois Corporation,
appeared before me this Cay in person and severally acknowledge
that they, being thereunto July authorized, signed, sealed with
the corporate seal, and delivered the said instrument as the fre
and voluntary act of said corporation and as their own free and
voluntary act, for the uses and purpores therein set forth.
Given under my hand and official seal this $\frac{\sqrt{3}}{4}$ day of
Parul Die
Notary Public
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My Commission Expires:

"OFFICIAL SEAL "
EMMETT I GALVIN
HUTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/20/98

STATE OF ILLINOIS)
COUNTY OF COOK)
i, the undersigned, a Notary Public in and for said County and
State aforesaid, do hereby certify that Rossomery Collins
and NANCY A STACK , personally known to
me to be the same persons whose names are subscribed to the
foregoing instrument, as Angletant Vice Proglems and Angletant Secretary,
respectively, of LA SALLE NATIONAL BANK, as Trustee under Trust
#110997, appeared Defore me this day in person and severally
acknowledge that the, being thereunto duly authorized, signed,
sealed and delivered the said instrument as the free and
voluntary act of said banking institution and as their own free
and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal this 2.5% day of
Muyart, 1993.
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My Commission Expires: "OppGCIAL SEAL" Kathleen & Bye
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COUNTY	(OF	COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that VIRGINIA BECKSTROM, Beneficiary of La Salle National Bank - Trust #110997, appeared before we this day in person and voluntarily signed said Declaration of Restrictions as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23 day of AUG

"OFFICIAL SEAL" Ronald E. Shadle letery Public, State of Illinois My Commission Expires 4/21/95

My Commission Expires:

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STATE OF ILLINOIS)
SE
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that LEONARD W. SCHULTZ, Beneficiary of La Salle National Bank - Trust #110997, appeared before me this day in person and voluntarily signed said Declaration of Pastrictions as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hard and official seal this 2.3 day of AUG, 1993.

"OFFICIAL SEAL"
Ronald E. Shadle
Motary Public, State of Minols
My Commission Expires 4/21/98

Notary Public

My Commission Expires:

MAIL TO'. DOWNING DOWNING SUITE 300
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