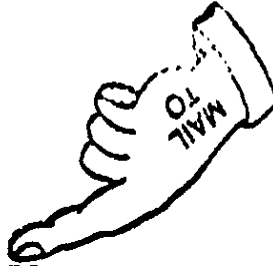


Prepared by and after recording return to:

Sharon S. Zuiker
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603



DECLARATION

This Declaration is executed as of the 27th day of May, 1998, by Jack Development, an Illinois limited liability company ("Jack Development").

WITNESSETH:

WHEREAS, Jack Development is currently the owner of both Lot 1 and Lot 2 of the real property described on Exhibit A attached hereto and made a part hereof ("Property"); and

WHEREAS, Jack Development desires to set forth certain covenants and easements impacting Lot 1 and Lot 2 and the owner(s) thereof;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is hereby agreed as follows:

1. Stormwater Control Facility Maintenance. (a) The owner of Lot 1, and its successors and assigns, shall at all times maintain, at its sole cost and expenses, in accordance with the rules, regulations, requirements and directives of the Village of Orland Hills and/or any other applicable governmental authority the stormwater facility located along the eastern boundary and the easterly two hundred (200) feet of the northern boundary of Lot 1 ("Lot 1 Stormwater Facility"). In the event the owner of Lot 1 ever fails to so maintain the Lot 1 Stormwater Facility and such failure has or threatens to have an adverse impact on the Lot 2 Stormwater Facility (as hereinafter defined), the owner of Lot 2 shall have the right, upon five (5) days written notice to the owner of Lot 1, to enter Lot 1 and perform such maintenance. The Lot 1 owner shall, within ten (10) days after receipt of an invoice from the Lot 2 owner, reimburse the Lot 2 owner for all costs and expenses incurred by the Lot 2 owner in performing such maintenance plus interest on such amount 3/00

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in an amount equal to the lesser of (i) four percent (4%) above the then current prime rate of interest established by First Chicago NBD Corp. (or its successor) or (ii) the maximum rate permitted by law.

(b) The owner of Lot 2, and its successors and assigns, shall at all times maintain, at its sole cost and expenses, in accordance with the rules, regulations, requirements and directives of the Village of Orland Hills and/or any other applicable governmental authority the stormwater facility located along the northern boundary and the northerly two hundred (200) feet of the eastern boundary of Lot 2 ("Lot 2 Stormwater Facility"). In the event the owner of Lot 2 ever fails to so maintain the Lot 2 Stormwater Facility and such failure has or threatens to have an adverse impact on the Lot 1 Stormwater Facility, the owner of Lot 1 shall have the right, upon five (5) days written notice to the owner of Lot 2, to enter Lot 2 and perform such maintenance. The Lot 2 owner shall, within ten (10) days after receipt of an invoice from the Lot 1 owner, reimburse the Lot 1 owner for all costs and expenses incurred by the Lot 1 owner in performing such maintenance plus interest on such amount in an amount equal to the lesser of (i) four percent (4%) above the then current prime rate of interest established by First Chicago NBD Corp. (or its successor) or (ii) the maximum rate permitted by law.

2. Access Easement. (a) The owner of Lot 1, its successors and assigns, shall have a perpetual easement and right to go onto and use such portions of Lot 2 as may be necessary in connection with the exercise of the rights of maintenance with respect to the Lot 2 Stormwater Facility set forth in paragraph 1 above. The owner of Lot 1 will use reasonable efforts to minimize the damage to the surface of Lot 2 as a result of such work.

(b) The owner of Lot 2, its successors and assigns, shall have a perpetual easement and right to go onto and use such portions of Lot 1 as may be necessary in connection with the exercise of the rights of maintenance with respect to the Lot 1 Stormwater Facility set forth in paragraph 1 above. The owner of Lot 2 will use reasonable efforts to minimize the damage to the surface of Lot 1 as a result of such work.

3. Use of Stormwater Facility. (a) The owner of Lot 1 will not use the Lot 1 Stormwater Facility in any manner which impairs the Lot 2 owner's use of the Lot 2 Stormwater Facility (other than limited interference to the extent reasonably necessary relating to the maintenance and repair of the Lot 1 Stormwater Facility). The owner of Lot 1 will deliver to the owner of Lot 2 at least five days' prior written notice (except in the case of emergency in which such notice is not practicable, in which event the owner of Lot 1 will deliver to the owner of Lot 2

such notice as is reasonable under the circumstances) of any work relating to the Lot 1 Stormwater Facility which would affect the Lot 2 owner's use of the Lot 2 Stormwater Facility.

(b) The owner of Lot 2 will not use the Lot 2 Stormwater Facility in any manner which impairs the Lot 1 owner's use of the Lot 1 Stormwater Facility (other than limited interference to the extent reasonably necessary relating to the maintenance and repair of the Lot 2 Stormwater Facility). The owner of Lot 2 will deliver to the owner of Lot 1 at least five days' prior written notice (except in the case of emergency in which such notice is not practicable, in which event the owner of Lot 2 will deliver to the owner of Lot 1 such notice as is reasonable under the circumstances) of any work relating to the Lot 2 Stormwater Facility which would affect the Lot 1 owner's use of the Lot 1 Stormwater Facility.

4. Ingress/Egress/Signage Easement. (a) The owner of Lot 1, its successor, assigns, tenants, licensees, employees, suppliers, customers and invitees, shall have a perpetual easement over Lot 2 for the purpose of (i) vehicular and pedestrian ingress, egress and access to and from Lot 1 over, upon, across and through the driveway on Lot 2 extending from the curb cut on 167th Street and (ii) the use and maintenance of a sign and parts thereof at the entrance to Lot 2 from 167th Street. The owner of Lot 1 will indemnify the owner of Lot 2 for any injury to person or damage to property caused by such use of Lot 2, unless such injury or damage is due to the negligence or willful misconduct of the owner of Lot 2.

(b) The owner of Lot 2, its successor, assigns, tenants, licensees, employees, suppliers, customers and invitees, shall have a perpetual easement over Lot 1 for the purpose of (i) vehicular and pedestrian ingress, egress and access to and from Lot 1 over, upon across and through the driveway on Lot 2 extending from the curb cut on U.S. Route 45 and (ii) the use and maintenance of a sign and parts thereof at the entrance to Lot 1 from U.S. Route 45. The owner of Lot 2 will indemnify the owner of Lot 1 for any injury to person or damage to property caused by such use of Lot 1, unless such injury or damage is due to the negligence or willful misconduct of the owner of Lot 1.

5. Covenants/Easements Run With Land. The terms, conditions, covenants and easement rights contained in this Declaration will be covenants running with the land. The terms, conditions, and covenants in this Declaration will bind, inure to the benefit of, and be enforceable by, solely the party to this Declaration, and its successors and assigns.

6. Miscellaneous.

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 Chris Gary the Business Manager of Jack Development, an Illinois limited liability company, personally known to me to be the same person whose names is subscribed to the foregoing instrument as such Business Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes herein set forth

Given under my hand and Notarial Seal this 27th day of May, 1998.

Cheryl L. Latta
Notary Public

My Commission Expires: 04/26/02

Property of Cook County Clerk's Office

EXHIBIT A

Legal Description

Lots 1 and 2 in the Jack Development subdivision as depicted in the final plat of Jack Development subdivision being a subdivision of the North 466.70 feet of the West 1/2 of the Northwest 1/4 of Section 27, Township 36 North, Range 12, East of the Third Principal Meridian excepting therefrom the East 854 feet of said West 1/2 of the Northwest 1/4 of Section 27, Township 36 North, Range 12, East of the Third Principal Meridian, and except that part of the North 250 feet lying West of a line 200 feet East of and parallel to the East right-of-way line of Mannheim Road (per document no. 10155686) and except that part of the South 216.70 feet lying West of said East right-of-way line and except the North 50 feet thereof, all in Cook County, Illinois, according to the plat thereof recorded ~~May~~ *June, 18* 1998 as document no. 98516981 in Cook County, Illinois.

P.I.N. 27-27-100-016-0000

Address: 9545 N. 167th Street
Orland Hills, IL 60477