HXHIBI

ATTACHED TO

99856356

DOCUMENT NUMBER

SEE PLAT BOOK

9-9-99

99856356

7593/0142 49 001 Page 1 of 1999-09-09 15:39:07

Cook County Recorder

XHIBIT ATTACHED



THIS DOCUMENT HAS BEEN PREPARED BY, AND AFTER **RECORDATION SHOULD BE RETURNED TO:**

Arnstein & Lehr 120 South Riverside Plaza **Suite 1200** Chicago, illinois 60606 Attn: David M Bendoff

TAX#08-08-201-011-1001 40 1569

FOURTH

08-08-201-108 08-08-201-00

A.OD-ON AMENDMENT AND SECOND SPECIAL AMENDMENT

TO

DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS

FOR¹

MALLARD COVE CO! JOOMINIUMS ARLINGTON HEIGHTS ALLINOIS

This Fourth Add-On Amendment And Second Special Amendment To Declaration Of Condominium Ownership And By-Laws For Mallard Cove Condominiums (hereinafter "Fourth Add-On Amendment to Condominium Declaration" and "Second Special Amendment to Condominium Declaration," respectively) is made and entered into by Mallard Cove Investors, L.L.C., a Delaware limited liability company (nereinafter referred to as the "Declarant").

RECITALS TO FOURTH ADD-ON AMENDMENT TO CONDOMINIUM DECLARATION

Declarant recorded the Declaration of Condominium Ownership And By-Laws (hereafter the "Condominium Declaration") for Mallard Cove Condominiums on November 21, 1996 as Document No. 96889987 in the Office of the Recorder of Deeds of Cook County, Illinois ("hereinafter "Recorder of Deeds"). The Condominium Declaration submitted certain real estate to the provisions of the Illinois Condominium Property Act ("Act").

In Paragraph 24 of the Condominium Declaration, Declarant reserved the ng option to add-on and annex to the Property, from time to time all of

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Additional Land and subject such portion of the Additional Land to the provisions of the Condominium Declaration and the Act. Declarant now desires to exercise the right and option reserved in Paragraph 24 of the Condominium Declaration to add-on and annex and submit certain real estate to the provisions of the Condominium Declaration and the Act.

This Fourth Add-On Amendment to Condominium Declaration is adopted pursuant to the provisions of Paragraph 24 and other applicable provisions of the Condominium Declaration and Section 25 and other applicable provisions of the Act.

NOW, THEREFORE Declarant does hereby exercise the right and option to add-on and annex to the Property all or any portion of the Additional Land and subject such portion of the Additional Land to the provisions of the Condominium Declaration and the Act and to amend the Condominium Declaration as follows:

- 1. <u>Terms.</u> All terms used herein, if not otherwise defined herein, shall have the meaning set forth in the Condominium Declaration.
- Additional Land. That portion of the Additional Land which is delineated on and legally described in Exhibit 1, which is attached hereto, is hereby added-on and annexed to the Property and made subject to the Condominium Declaration and the Act. The Legal Description Of Property Submitted to the Act attached to the Condominium Declaration as Exhibit A-1 is hereby amended in accordance with the text of the Fourth Amended Exhibit A-1, which is attached hereto as Exhibit "2." The Fourth Amended Exhibit A-1 sets forth the amended legal description of the Property, including the portion of the Additional Land hereby added-on and annexed to the Property.
- 3. Amendment to Exhibit A-1/Plat of Survey. The Plat of Survey attached to the Condominium Declaration as Exhibit A-1 is hereby amended by adding pages 84 through and including 97, which additional pages are attached hereto as Exhibit "3." Exhibit A-1, as hereby amended and supplemented, delineates and describes the Units located on the portion of the Additional Land hereby added-on and annexed to the Property.
- 4. Amendment to Exhibit B/ Schedule of Percentage of Ownership in the Common Elements. The Schedule of Percentage of Ownership in the Common Elements of Mallard Cove Condominiums attached to the Condominium Declaration as Exhibit B is hereby amended in its entirety in accordance with the text of the Fourth Amended Exhibit B which is attached hereto as Exhibit "4." The Fourth Amended Exhibit B sets forth the amended percentages of ownership in the Common Elements, including the Common Elements attributable to the portion of the Additional Land hereby added-on and annexed to the Property, allocable to each Unit, and includes all Units previously submitted to the Act by the recording of the Condominium Declaration and any prior amendments thereto and all Units added by the recording of this Fourth Add-On Amendment to Condominium Declaration.

- 5. Telephone Equipment. Paragraph 24(b)(iv) of the Condominium Declaration states that an Add-On Amendment To Condominium Declaration shall contain such other matters with respect to the annexation of the Additional Land as may be required by the Act or as Declarant or Developer deems advisable to implement the provisions of such Article and the Act. Pursuant to Paragraph 24(b)(iv) of the Condominium Declaration, Mallard Cove Investors, L.L.C., the owner of the Harris telephone conduits and cables serving the Property, is hereby granted and reserved a nonexclusive easement to, operate, maintain, renew, repair, replace, remove furnish, install, lay, construct, the Harris telephone conduits and cables and other related equipment in, to, over, under, across and through any portion of the Common Elements or any portion of the walls of a Unit (whether or not such walls lie in whole or in part within the Unit boundaries) for the purpose of providing the Units with telephone utility services, together with the reasonable rights of access and ingress to and egress from the Property, or any part thereof, for said purpose. This Paragraph 6 shall not be amended, modified or rescinded without the prior written consent of the owner of said Harris telephone conduits and cables at the time of such amendment, modification or rescission. All easements and rights described in this Paragraph are easements appurtenant to and running with the land, and, in each case, shall remain in full force and effect and shall inure to the benefit of and be binding on the respective successors and assigns of each person or entity in favor of which such easement is granted an 1 reserved, and any owner, purchaser, mortgagee and other person having an interest in any part or all of the property which is subject to or benefitted by such easement. Each deed of conveyance, or any mortgage or trust deed or other evidence of obligation, shall be deemed to incorporate the easements and rights described in this Fourth Add-On Amendment To Condominium Declaration as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
- 6. Covenants to Run with Land. The covenants, conditions, restrictions and easements contained in the Condominium Declaration, as amended by this Fourth Add-On Amendment to Condominium Declaration, shall run with and bind 'oe Property, including the portion of the Additional Land hereby added-on and annexed to the Property.
- 7. **Effective Date.** This Fourth Add-On Amendment To Condominium Declaration is effective as of the time and date of the recording hereof with the Recorder of Deeds.
- 8. <u>Continuation.</u> Except to the extent expressly set forth hereinabove, the remaining provisions of the Condominium Declaration and By-Laws shall continue in effect without change.

RECITALS TO SECOND SPECIAL AMENDMENT TO CONDOMINIUM DECLARATION

This Second Special Amendment to Condominium Declaration is adopted pursuant to the provisions of Paragraph 23(b) of the Condominium Declaration which provides a method to bring the Condominium Declaration or By-Laws into conformity with the Act and to correct clerical or typographical errors in the Condominium Declaration or By-Laws.

WHEREAS, due to a clerical or typographical error, the provisions of Article V, Section 5 of the By-Laws conflict with the provisions of Paragraph 21 of the Condominium Declaration with respect to leasing of Units; and

WHEREAS, Section 4.1(b) of the Act provides that in the event of a conflict between the provisions of the Condominium Declaration and the By-Laws, the Condominium Declaration prevails,

WHEREAS, because of this conflict between the language of the Condominium Declaration and the By-Laws there is the likelihood that confusion could result, imposing needless financial expense on the Association and individual unit owners; and

WHEREAS, due to a clerical of typographical error, Unit 6-107 and Unit 6-109 were incorrectly delineated on page 41 of inc. Plat of Survey attached to the Condominium Declaration as Exhibit A-1 when recorder as part of Exhibit "3" to the First Add-On Amendment to Condominium Declaration on June 10, 1997 as Document No. 97411853 in the Office of the Recorder of Deeds; and

WHEREAS, Paragraph 23(b) of the Condominium Declaration provides a procedure for amending the Condominium Declaration or By-Laws to bring the Condominium Declaration or By-Laws into compliance with the Act and to correct clerical or typographical errors in the Condominium Declaration or By-Laws, and provides that Declarant and/or Developer reserves the right and power to record a special amendment to the Condominium Declaration at any time and from time to time which amends the Condominium Declaration (i) to bring the Condominium Declaration or By-Laws into compliance with the Act; (ii) to correct clerical or typographical errors in the Condominium Declaration or By-Laws; or (iii) to conform the Condominium Declaration or By-Laws to the requirements of FNMA, FHA, FHLMC and/or VA with respect to condominium projects. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant and Developer to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney-in-fact for such Unit Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant and Developer as aforesaid; and

WHEREAS, the right of the Developer and/or the Declarant to act pursuant to rights reserved or granted under Paragraph 23(b) of the Condominium Declaration shall

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terminate at such time as the Declarant and/or the Developer no longer holds or controls title to a Unit; and the Declarant does currently hold title to Units in the Association; and

WHEREAS, this Second Special Amendment to Condominium Declaration has been made and approved by the Declarant to bring the Condominium Declaration and By-Laws into compliance with the Act and to correct clerical or typographical errors in the Condominium Declaration and By-Laws.

NOW THEREFORE, Declarant/Developer does hereby exercise the right under Paragraph 23(b) of the Condominium Declaration as follows:

Article V, Section 5 of the By-Laws of Mallard Cove Condominium Association, attached as Exhibit "C" to the Declaration Of Condominium Ownership And By-Laws For Mallard Cove Condominiums, is hereby amended in accordance with the text which follows (additions in text ar a indicated by <u>underline</u>; deletions by <u>strike-outs</u>):

Leases. The provisions of the Condominium Property Act, the Section 5. Declaration, the By-Laws, other condominium instruments, and rules and regulations that relate to the use of the individual unit or the Common Elements shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease executed. The Unit Owner leasing the unit with consert of the Board shall deliver a copy of the signed lease to the Board within 10 days after the Lease is executed and prior to occupancy. The Association may prohibit a tenant from occupying a unit until the lessor-owner complies with the leasing requirements prescribed by this Section or and the provisions of the Declaration, By-Laws, and rules and regulations in addition to any other remedies, by filing a joint action against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor Owner to comply with the leasing restrictions prescribed by this section or the Declaration By-Laws, and rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by any tenant of any covenants, rules or regulations, or By-Laws.

NOW THEREFORE, Declarant/Developer does hereby exercise the right under Paragraph 23(b) of the Condominium Declaration as follows:

Page 41 of the Plat of Survey attached to the Declaration Of Condominium Ownership And By-Laws For Mallard Cove Condominiums as Exhibit A-1 recorded as part of Exhibit "3" of the First Add-On Amendment to Condominium Declaration on June 10, 1997 as Document No. 97411853 in the Office of the Recorder of Deeds is hereby deleted in its entirety and replaced with amended page 41 attached hereto as Exhibit "5."

Except to the extent expressly set forth hereinabove, the remaining provisions of the Condominium Declaration and By-Laws shall continue in effect without change.

IN WITNESS WHEREOF, Mallard Cove Investors, L.L.C., as Declarant as aforesaid and as the legal owner of the portion of the Additional Land described in Exhibit 1, has caused its name to be signed to these presents by its Managing Member this ______ day , 1999.

> MALLARD COVE INVESTORS, L.L.C., a Delaware limited liability company

Property of Cook County Clark's Office Golub Mallard Cove Investors, L.P. an By: Illinois limited partnership, managing member

Golub Mallard Cove Corp., an Illinois

Attest:

STATE OF ILLINOIS)	
) SS.	
COUNTY OF COOK)	99856358

I, DIANA CAMBLIN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PAULA HARRIS VICE PRESIDENT of Golub Mallard Cove Corp., an Illinois corporation ("Corporation") as general partner of Golub Mallard Cove Investors, L.P., an Illinois limited partnership, managing member of Mallard Cove Investors, L.L.C., a Delaware limited liability company, _, the Secretary of said Corporation, personally known to me to LEE (TONB be the same persons whose names are subscribed to the foregoing instrument as such VICE, PRESIDERITAND Secretary, respectively, 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 Corporation as general partner of Golub Mallard Cove Investors, L.P. an Illinois limited partnership, managing member of Mallard Cove Investors, L.L.O., a Delaware limited liability company, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he/she, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his/her own 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 tris

day of coender, 1999.

"OFFICIAL SEAL"

DIANA L. CAMBRON

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 1/16/2002

Notary Public

My Commission expires on 1-10-2002

99856356

CONSENT OF MORTGAGEE

Salomon Brothers Realty Corp., holder of a Mortgage on the Property, dated July 9, 1996, and recorded as Document Number 96529438 in the Office of the Cook County Recorder of Deeds hereby consents to the execution and recording of the within Fourth Add-On Amendment And Second Special Amendment To Condominium Declaration and agrees that said Mortgage is subject to the Condominium Declaration as may have been previously amended and as amended by this Fourth Add-On Amendment And Second Special Amendment To Condominium Declaration and to the provisions of the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized officer on its behalf; all done at New York, New York, on this _374 day of June 1999. OF COO4

Salomon Brothers Realty Corp,, a New York corporation

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

The Clark's Office a a Notary Public in and for said County, and hereby certify that hnn Jr. the 4 of Salomon Brothers Realty Corp., as such 411 appeared before me this day in person and acknowledged that he she signed, sealed and delivered said instrument as his her 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

day of JUNL 1999.

(NOTARY SEAL)

My Commission Expires:

99856358

Legal Description of the Portion of Additional Land
Being Added-On and Annexed to Property

BUILDING 11 & 12, GARAGES 9, 10, 11 & 12

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEBER DRIVE (FORMERLY OLD WILKE ROAD, SAID CENTER LINE ALSO BEING THE WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF SECTIONS 5 AND 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN) AND THE NORTH LINE OF FRACTIONAL SECTION 5 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00°-18'-21" EAST ALONG THE CENTER LINE OF SAID WEBER DRIVE, 1815.0 FEET TO A POINT: THENCE SOUTH 89°-55'-17" EAST, 33.0 FEET TO A POINT ON THE EAST LINE OF SAID WEBER DRIVE AS DEDICATED BY DOCUMENT 88155952 TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89°-55'-17" EAST, 353.81 FEET; THENCE SOUTH 00°-18'-21" EAST, 417.89 FEET TO THE NORTH LINE OF WHITE OAK DRIVE AS DEDICATED BY DOCUMENT 88155952; THENCE SOUTH 89°-04'-00" WES [/] ONG THE NORTH LINE OF SAID WHITE OAK DRIVE, A DISTANCE OF 353.82 FEET TO THE EAST LINE OF WEBER DRIVE AS DEDICATED BY DOCUMENT 88155952; THENCE NORTH 00°-18'-21" WEST S. EBER

VOY COOK COUNTY CLARK'S OFFICE ALONG THE EAST LINE OF SAID WEBER DRIVE, A DISTANCE OF 424.14 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Legal Description of Property Submitted to Act

Phase I

99856356

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEBER DRIVE (FORMERLY OLD WILKE ROAD) (SAID CENTER LINE ALSO BEING THE WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF SECTION 5 AND SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN) AND THE NORTH LINE OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00°-18'-21" EAST ALONG THE CENTER LINE OF SAID WEBER DRIVE, 1369.27 FEET TO A POINT; THENCE NORTH 89°-41'-39" EAST 33.0 FEET TO A POINT ON THE EAST LINE OF WEBER DRIVE AS DEDICATED BY DOCUMENT NO. 88155952, SAID POINT BEING THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 89°-41'-39" EAST, 59.50 FEET; THENCE NORTH 00°-18'-21" WEST, 65.00 FEET; THENCE NORTH 89°-41'-39" EAST, 82.50 FEET, THENCE NORTH 00°-18'-21" WEST, 70.00 FEET; THENCE NORTH 89°-41'-39" EAST, 426.0 FEET; THENCE SOUTH 00°-18'-21" EAST, 70.0 FEET; THENCE NORTH 89°-41'-39" EAST, 82.50 FEET; THENCE SOUTH 00°-18'-21" EAST, 65.00 FEET; THENCE NORTH 89°-41'-39" EAST, 79.09 FEET TO THE WEST LINE OF NEW WILKE ROAD AS DEDICATED BY DOCUMENT NO. 88155952; THENCE SOUTH 00°-00'-00" EAST, ALONG THE WEST LINE OF SAID NEW WILKE ROAD, 590.24 FEET, TO A POINT OF CURVE IN THE WEST LINE OF SAID NEW WILKE ROAD; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX WESTERLY HAVING A RADIUS OF 950.0 FEET AN ARC DISTANCE OF 221.63 FEET (THE CHORD OF SAID ARC BEARS SOUTH 06°-41'-00" EAST, 221.12 FEET); THENCE NORTH 89°-55'-17" WEST, 102.20 FEET; THENCE NORTH 00°-18'-21" WEST, 115.0 FEET; THENCE NORTH 89°-55'-17" WEST, 45.0 FEET; THENCE NORTH 00°-18'-21" WEST, 125.0 FEET; THENCE NORTH 89°-55'-17" WEST, 250.0 FEET; THENCE NORTH 00°-18'-21" WEST, 119.0 FEET; THENCE NORTH 89°-55'-17" WEST, 353.81 FEET TO THE EAST LINE OF SAID WEBER DRIVE; THENCE NORTA 00°-18'-21" WEST ALONG THE EAST LINE OF SAID WEBER DRIVE, 445.95 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

AND

Phase II

THAT PART OF THE NORTHEAST 11/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPLE MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEBER DRIVE (FORMERLY OLD WILKE ROAD) (SAID CENTER LINE ALSO BEING THE WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF SECTION 5 AND 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPLE MERIDIAN) AND THE NORTH LINE OF FRACTIONAL SECTION 5, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPLE MERIDIAN; THENCE SOUTH OO°-15/-21" EAST ALONG THE CENTER LINE OF SAID WEBER DRIVE, 552.0 FEET TO A POINT; THENCE SOUTH 89°-55'-17" EAST, 33.0 FEET TO A POINT ON THE EAST LINE OF WEBER DRIVE AS DEDICATED BY DOCUMENT NO. 88155952, SAID POINT BEING THE PLACE OF BEGINNING; THENCE CON-11/2/1/1 EAST, 355-17" EAST, 355.00 FEET; THENCE SOUTH 00°-18'-21" EAST, 679.67 FEET; THENCE SOUTH 89°-41'-39" WEST 212.99 FEET; THENCE SOUTH 89°-41'-39" WEST, 82.50 FEET; THENCE SOUTH 89°-

AND

Phase III

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CE'TTF, LINE OF WEBER DRIVE (FORMERLY OLD WILKE ROAD) (SAID CENTER LINE ALSO BEING THE WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF SECTION 5 AND 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN) AND THE NORTH LINE OF FRACTIONAL SECTION 5 TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00°-18'-21" EAST ALONG THE CENTER LINE OF SAID WEBER DRIVE, 552.0 FEET TO A POINT; THENCE SOUTH 89°-55'-17" EAST, 388.0 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING 30' ITH 89°-55'-17" EAST, 378.94 FEET TO A POINT ON THE WEST LINE OF NEW WILKE ROAD AS DEDICATED BY DOCUMENT NO. 88155952; THEN E SOUTH 00°-00'-00" EAST, ALONG THE WEST LINE OF SAID NEW WILKE ROAD, 812.14 FEET; THENCE SOUTH 89°-41'-39" WEST, 79.09 FEET; THENCE NOTH 00°-18'-21" WEST, 65.0 FEET; THENCE SOUTH 89°-41'-39" WEST, 213.01 FEET; THENCE NORTH 00°-18'-21" WEST, 679.67 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

AND

Building 9, Garages 7 & 8

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEBER DRIVE (FORMERLY OLD WILKE ROAD, SAID CENTER LINE ALSO BEING THE WEST LINE OF THE EAST 1/4 OF THE EAST 1/4 OF SECTIONS 5 AND 8, TOWNSHIP 41 NOF (H), RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN) AND THE NORTH LINE OF FRACTIONAL SECTION 5 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00°-18'-21" EAST ALONG THE CENTER LINE OF SAID WEBER DRIVE, 1815.0 FEET TO A POINT. THENCE SOUTH 89°-55'-17" EAST, 33.0 FEET TO A POINT ON THE EAST LINE OF SAID WEBER DRIVE AS DEDICATED BY DOCUMENT 88155952; THENCE CONTINUING SOUTH 89°-55'-17" EAST, 353.81 FEET; THENCE SOUTH 00°-18'-21" EAST, 119.0 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 89°-55'-17" EAST, 250.0 FEET; THENCE SOUTH 00°-18'-21" EAST, 125.0 FEET; THENCE SOUTH 89°-55'-17" EAST, 45.0 FEET; THENCE SOUTH 00°-18'-21" EAST, 115.0 FEET; THENCE SOUTH 89°-55'-17", 102.20 FEET TO THE WEST LINE OF NEW WILKE ROAD AS DEDICATED BY DOCUMENT 88155952; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NEW WILKE ROAD, BEING A CURVED LINE CONVEX WESTERLY HAVING A RADIUS OF 950.0 FEET, AN ARC DISTANCE OF 63.69 FEET TO A POINT ON THE NORTHERLY LINE OF WHITE OAK DRIVE AS DEDICATED BY DOCUMENT 88155952 (THE CHORD OF SAID ARC BEARS SOUTH 15°-17'-13" EAST, 63.67 FEET); (THE FOLLOWING FOUR COURSES ARE ALONG THE NORTHERLY LINE OF SAID WHITE OAK DRIVE AS DEDICATED BY DOCUMENT 88155952) THENCE SOUTH 44°-35'-23" WEST, 33.05 FEET; THENCE WESTERLY ALONG A CURVED LINE CONVEX SOUTHERLY, HAVING A RADIUS OF 380.71 FEET, AN ARC DISTANCE OF 98.80 FEET TO A POINT OF REVERSE CURVE (THE CHORD OF SAID ARC BEARS NORTH 82°-44'-46" WEST, 98.52 FEET) THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 512.71 FEET, AN ARC DISTANCE OF 139.79 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 83°-07'-20" WEST, 139.36 FEET); THENCE SOUTH 89°-04-00" WEST, 154.41 FEET; THENCE NORTH 00°-18'-21" WEST, 298.89 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

Building 11 & 12, Garages 9, 10, 11 & 12

99856356

THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEBER DRIVE (FORMERLY OLD WILKE ROAD, SAID CENTER LINE ALSO BEING THE WEST LINE OF THE EAST 1/4 OF THE EAST 1/2 OF SECTIONS 5 AND 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN) AND THE NORTH LINE OF FRACTIONAL SECTION 5 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00°-18'-21" EAST ALONG THE CENTER LINE OF SAID WEBER DRIVE, 1815.0 FEET TO A POINT: THENCE SOUTH 89°-55'-17" EAST, 33.0 FEET TO A POINT ON THE EAST LINE OF SAID WEBER DRIVE AS DEDICATED BY DOCUMENT 88155952 TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89°-55'-17" EAST, 353.81 FEET; THENCE SOUTH 00°-18'-21" EAST, 417.89 FEET TO THE NORTH LINE OF WHITE OAK DRIVE AS DEDICATED BY DOCUMENT 88155952; THENCE SOUTH 89°-04'-00" WEST ALONG THE NORTH LINE OF SAID WHITE OAK DRIVE, A DISTANCE OF 353.82 FEET TO THE EAST LINE OF WEBER DRIVE AS DEDICATED BY DOCUMENT 88155952; THENCE NORTH 00°-18'-21" WEST ALONG THE EAST LINE OF SAID WEBER DRIVE, A DISTANCE OF 424.14 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Commonly Known As:

Property of Cook County Clerk's Office 1126 South New Wilke Road Arlington Heights, Illinois 60005

EXHIBIT "3"

AMENDED EXHIBIT A-1

Plat of Survey

Property of Coot County Clert's Office

UNOFFICIAL COPY THUR (771) 773-7735 3740 N. Elium Are. Lineago, Illimot. 1884 de Forman de Theodores Constituent of Survey That PART OF THE HORTHEAST INCO SECOND & TOWNSHIP IN HORD AND DESCOND. THE THRIP PRINCIPAL MERCECTION OF THE CENTER. WERESECTION OF THE CENTER. WERESECTION OF THE CENTER. * O COOK WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF BEC'S S 8-41-11 ALSO THE CEMIEN LINE OF OLD WILLE HOLD OF NEW-WILKE- 1000 core of the control Clark's Office 99856356 148,957 SQ. FT. OR 3,41958 ACRES

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DEDICATED FOR STREET PER DOC 88155982

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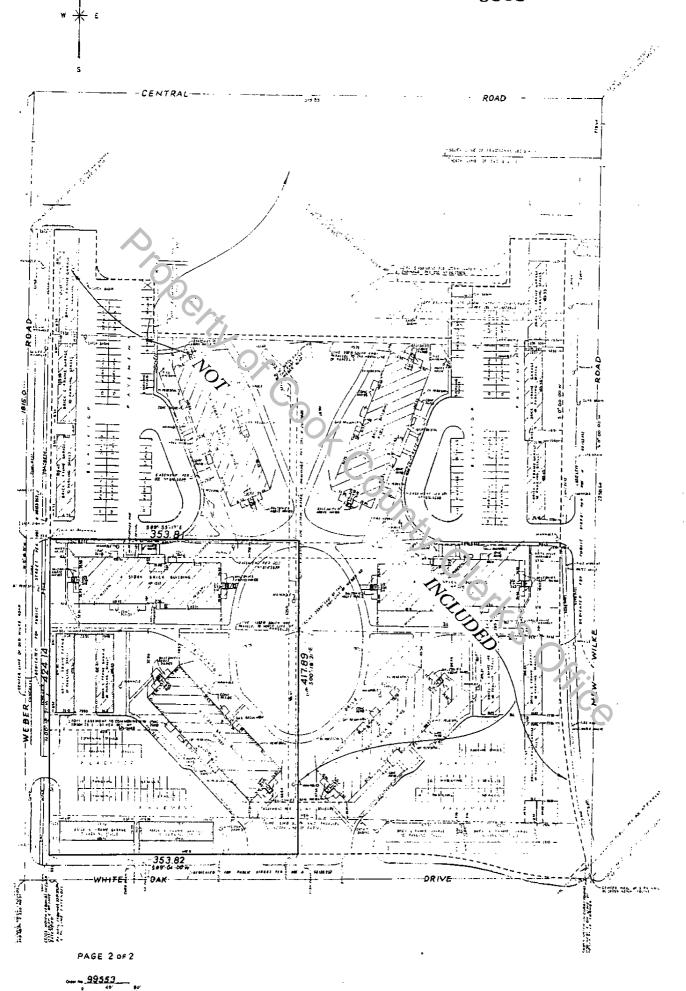


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UND Ce tifu (Stilve Cp. Cp. Cp. Cp. Plat of Survey 99856358



Fourth Amended Exhibit B

99856358

Building 1 1106 New Wilke Road			ilding 2 w Wilke Road		Building 3 1126 New Wilke Road	
	Percentage		Percentage		Percentage	
Unit#	of Ownership	Unit#	of Ownership	Unit#	of Ownership	
101	0.2126%	101	0.2126%	101	0.2126%	
102	1.2 26%	102	0.2126%	102	0.2126%	
103	0.1630%	103	0.1650%	103	0.1650%	
104	0.1650%	104	0.1650%	104	0.1650%	
106	0.1650%	106	0.1650%	106	0.1650%	
107	0.2126%	107	0.2126%	107	0.2126%	
108	0.2126%	108	0.2126%	108	0.2126%	
109	0.2126%	109	0.2126%	109	0.2126%	
110	0.2126%	100	0.2126%	110	0.2126%	
201	0.2126%	201	0.2126%	201	0.2126%	
202	0.2126%	202	0.2126%	202	0.2126%	
203	0.1650%	203	0.1650%	203	. 0.1650%	
204	0.1650%	204	0.1650%	204	0.1650%	
205	0.1650%	205	0 1650%	205	0.1650%	
206	0.1650%	206	u 1650%	206	0.1650%	
207	0.2126%	207	0.21261/6	207	0.2126%	
208	0.2126%	208	0.2126 %	208	0.2126%	
209	0.2126%	209	0.2126%	209	0.2126%	
210	0.2126%	210	0.2126%	210	0.2126%	
301	0.2126%	301	0.2126%	301	0.2126%	
302	0.2126%	302	0.2126%	302	0.2126%	
303	0.1650%	303	0.1650%	303	0.1650%	
304	0.1650%	304	0.1650%	304	0.1650%	
305	0.1650%	305	0.1650%	305	0.1650%	
306	0.1650%	306	0.1650%	306	0.1650%	
307	0.2126%	307	0.2126%	307	0.2125%	
308	0.2126%	308	0.2126%	308	0.2126%	
309	0.2126%	309	0.2126%	309	0.2126%	
310	0.2126%	310	0.2126%	310	0.2126%	
401	0.2126%	401	0.2126%	401	0.2126%	
402	0.2126%	402	0.2126%	402	0.2126%	
403	0.1650%	403	0.1650%	403	0.1650%	
404	0.1650%	404	0.1650%	404	0.1650%	
405	0.1650%	405	0.1650%	405	0.1650%	
406	0.1650%	406	0.1650%	406	0.1650%	
407	0.2126%	407	0.2126%	407	0.2126%	
408	0.2126%	408	0.2126%	408	0.2126%	
409	0.2126%	409	0.2126%	409	0.2126%	
410	0.2126%	410	0.2126%	410	0.2126%	

Fourth Amended Exhibit B

99856358

Building 4 Building 5 1107 Old Wilke Road 1117 Old Wilke Road					iilding 6 d Wilke Road
	Percentage		Percentage		Percentage
Unit#	of Ownership	Unit#	of Ownership	Unit#	of Ownership
101	0.2126%	101	0.2126%	101	0.2126%
102	C.21.26%	102	0.2126%	102	0.2126%
103	0.1650%	103	0.1650%	103	0.1650%
104	0.1650%	104	0.1650%	104	0.1650%
106	0.1650%	106	0.1650%	106	0.1650%
107	0.2126%	107	0.2126%	107	0.2126%
108	0.2126%	108	0.2126%	108	0.2126%
109	0.2126%	109	0.2126%	109	0.2126%
110	0.2126%	(11)	0.2126%	110	0.2126%
		O)r	0.2 (20 / 0	710	0.212078
201	0.2126%	201	0.2126%	201	0.2126%
202	0.2126%	202	0.2126%	202	0.2126%
203	0.1650%	203	0.1650%	203	0.1650%
204	0.1650%	204	9.1650%	204	0.1650%
205	0.1650%	205	0.7057%	205	0.1650%
206	0.1650%	206	0.1650%	206	0.1650%
207	0.2126%	207	0.2116°s	207	0.2126%
208	0.2126%	208	0.2126%	208	0.2126%
209	0.2126%	209	0.2126%	× 209	0.2126%
210	0.2126%	210	0.2126%	210	0.2126%
					7.2.2.7
301	0.2126%	301	0.2126%	301	0.2126%
302	0.2126%	302	0.2126%	302	0.2126%
303	0.1650%	303	0.1650%	303	0.1650%
304	0.1650%	304	0.1650%	304	0.1650%
305	0.1650%	305	0.1650%	305	0.1650%
306	0.1650%	306	0.1650%	306	0.1650%
307	0.2126%	307	0.2126%	307	0.2425%
308	0.2126%	308	0.2126%	308	0.2125%
309	0.2126%	309	0.2126%	309	0.2126%
310	0.2126%	310	0.2126%	310	0.2126%
401	0.2126%	401	0.2126%	401	0.2126%
402	0.2126%	402	0.2126%	402	0.2126%
403	0.1650%	403	0.1650%	403	0.1650%
404	0.1650%	404	0.1650%	404	0.1650%
405	0.1650%	405	0.1650%	405	0.1650%
406	0.1650%	406	0.1650%	406	0.1650%
407	0.2126%	407	0.2126%	407	0.2126%
408	0.2126%	408	0.2126%	408	0.2126%
409	0.2126%	409	0.2126%	409	0.2126%
410	0.2126%	410	0.2126%	410	0.2126%
					= = = • ▼

Fourth Amended Exhibit B

Schedule of Percentage of Ownership in the Common Elements of Mallard Cove Condominiums

99856358

Building 7 Building 8 1206 New Wilke Road 1216 New Wilke Road			Building 9 1226 New Wilke Roa		
	Percentage	Percentage			Percentage
Unit#	of Ownership	<u>Unit#</u>	of Ownership	Unit#	of Ownership
101	0.2126%	101	0.2126%	101	0.2126%
102	C 2126%	102	0.2126%	102	0.2126%
103	0.1630%	103	0.1650%	103	0.1650%
104	0.16(50%)	104	0.1650%	104	0.1650%
106	0.1650%	106	0.1650%	106	0.1650%
107	0.2126%	107	0.2126%	107	0.2126%
108	0.2126%	108	0.2126%	108	0.2126%
109	0.2126%	109	0.2126%	109	0.2126%
110	0.2126%	(11)	0.2126%	110	0.2126%
201	0.2126%	201	0.2126%	201	0.2126%
202	0.2126%	202	0.2126%	202	0.2126%
203	0.1650%	203	0.1650%	203	0.1650%
.204	0.1650%	204	9.1650%	204	0.1650%
205	0.1650%	205	0 1050%	205	0.1650%
206	0.1650%	206	O.1650%	206	0.1650%
207	0.2126%	207	0.21. ⁷ 6°。	207	0.2126%
208	0.2126%	208	0.2126%	208	0.2126%
209	0.2126%	209	0.2126%	209	0.2126%
210	0.2126%	210	0.2126%	210	0.2126%
301	0.2126%	301	0.2126%	301	0.04000/
302	0.2126%	302	0.2126%	302	0.2126%
303	0.1650%	303	0.1650%	303	0.2126%
304	0.1650%	304	0.1650%	304	0.1650%
305	0.1650%	305	0.1650%	305	0.1650%
306	0.1650%	306	0.1650%	306	0.1650% 0.1650%
307	0.2126%	307	0.2126%	307	0.050%
308	0.2126%	308	0.2126%	308	0.2125%
309	0.2126%	309	0.2126%	309	0.2123%
310	0.2126%	310	0.2126%	310	0.2126%
401	0.2126%	401	0.2126%	401	0.2126%
402	0.2126%	402	0.2126%	402	0.2126%
403	0.1650%	403	0.1650%	403	0.1650%
404	0.1650%	404	0.1650%	404	0.1650%
405	0.1650%	405	0.1650%	405	0.1650%
406	0.1650%	406	0.1650%	406	0.1650%
407	0.2126%	407	0.2126%	407	0.2126%
408	0.2126%	408	0.2126%	408	0.2126%
409	0.2126%	409	0.2126%	409	0.2126%
410	0.2126%	410	0.2126%	410	0.2126%

Fourth Amended Exhibit B

99856358

Building 10 1207 Old Wilke Road			uilding 11 Ild Wilke Road		Building 12 1227 Old Wilke Road	
	Percentage		Percentage		Percentage	
<u>Unit#</u>	of Ownership	Unit#	of Ownership	Unit#	of Ownership	
101	0.2126%	101	0.2126%	101	0.2126%	
102	5.2126%	102	0.2126%	102	0.2126%	
103	0.1F50%	103	0.1650%	103	0.1650%	
104	0.16(-0%)	104	0.1650%	104	0.1650%	
106	0.1650%	106	0.1650%	106	0.1650%	
107	0.2126%	107	0.2126%	107	0.2126%	
108	0.2126%	108	0.2126%	108	0.2126%	
109	0.2126%	109	0.2126%	109	0.2126%	
110	0.2126%	(11)	0.2126%	110	0.2126%	
•••	3				0.212076	
201	0.2126%	201	0.2126%	201	0.2126%	
202	0.2126%	202	0.2126%	202	0.2126%	
203	0.1650%	203	0.1650%	203	0.1650%	
204	0.1650%	204	მ.1650%	204	0.1650%	
205	0.1650%	205	0 1657%	205	0.1650%	
206	0.1650%	206	0.1650%	206	0.1650%	
207	0.2126%	207	0.2126%	207	0.2126%	
208	0.2126%	208	0.2126%	208	0.2126%	
209	0.2126%	209	0.2126%	209	0.2126%	
210	0.2126%	210	0.2126%	210	0.2126%	
204					0.272070	
301	0.2126%	301	0.2126%	301	0.2126%	
302	0.2126%	302	0.2126%	302	0.2126%	
303	0.1650%	303	0.1650%	303	0.1650%	
304	0.1650%	304	0.1650%	304	0.1650%	
305	0.1650%	305	0.1650%	305	0.1650%	
306	0.1650%	306	0.1650%	306	0.1650%	
307	0.2126%	307	0.2126%	307	0.2125%	
308	0.2126%	308	0.2126%	308	0.2126%	
309	0.2126%	309	0.2126%	309	0.2126%	
310	0.2126%	310	0.2126%	310	0.2126%	
401	0.2126%	401	0.24260/	404		
402	0.2126%	402	0.2126%	401	0.2126%	
403	0.1650%	403	0.2126%	402	0.2126%	
404	0.1650%	404	0.1650%	403	0.1650%	
405	0.1650%	404	0.1650%	404	0.1650%	
406	0.1650%		0.1650%	405	0.1650%	
407	0.2126%	406 407	0.1650%	406	0.1650%	
408	0.2126%	407 408	0.2126%	407	0.2126%	
409	0.2126%	408 409	0.2126%	408	0.2126%	
410	0.2126%	410	0.2126%	409	0.2126%	
	J 120/g	710	0.2126%	410	0.2210%	

Fourth Amended Exhibit B

Schedule of Percentage of Ownership in the Common Elements of Mallard Cove Condominiums

99856358

	Percentage		Percentage		Percentage
Garage #	of Ownership	Garage #	of Ownership	Garage #	of Ownership
G1-1	0.0326%	G5-1	0.0326%	G9-1	0.0326%
G1-2	0.0326%	G5-2	0.0326%	G9-2	0.0326%
G1-3	0.0326%	G5-3	0.0326%	G9-3	0.0326%
G1-4	0.0326%	G5-4	0.0326%	G9-4	0.0326%
G1-5	0.0326%	G5-5	0.0326%	G9-5	0.0326%
G1-6	0.0326%	G5-6	0.0326%	G9-6	0.0326%
G1-7	0.032F %	G5-7	0.0326%	G9-7	0.0326%
G1-8	0.0326′6	G5-8	0.0326%	G9-8	0.0326%
G1-9	0.0326%	G5-9	0.0326%	G9-9	0.0326%
G1-10	0.0326%	G5-10	0.0326%	G9-10	0.0326%
		Х,		33 13	0.002076
G2-1	0.0326%	G6-1	0.0326%	G10-1	0.0326%
G2-2	0.0326%	Gi-2	0.0326%	G10-2	0.0326%
G2-3	0.0326%	G5-3	0.0326%	G10-3	0.0326%
G2-4	0.0326%	G6-4	0.0326%	G10-4	0.0326%
G2-5	0.0326%	G6-5	0.0326%	G10-5	0.0326%
G2-6	0.0326%	G6-6	0.0326%	G10-6	0.0326%
G2-7	0.0326%	G6-7	0.0326%	G10-7	0.0326%
G2-8 .	0.0326%	G6-8	0.0℃∠6%	G10-8	0.0326%
G2-9	0.0326%	G6-9	0.0326%	G10-9	0.0326%
G2-10	0.0326%	G6-10	0.0326%	G10-10	0.0326%
			4		0.002070
G3-1	0.0326%	G7-1	0.0326%	X, G11-1	0.0326%
G3-2	0.0326%	G7-2	0.0326%	G11-2	0.0326%
G3-3	0.0326%	G7-3	0.0326%	Q11-3	0.0326%
G3-4	0.0326%	G7-4	0.0326%	G11-4	0.0326%
G3-5	0.0326%	G7-5	0.0326%	C11.5	0.0326%
G3-6	0.0326%	G7-6	0.0326%	G11-6	0.0326%
G3-7	0.0326%	G7-7	0.0326%	G11-7	0.0326%
G3-8	0.0326%	G7-8	0.0326%	G11-8	0.0326%
G3-9	0.0326%	G7-9	0.0326%	G11-9	0.0326%
G3-10	0.0326%	G7-10	0.0326%	G11-10	u.0325%
				.	
G4-1	0.0326%	G8-1	0.0326%	G12-1	0.0326%
G4-2	0.0326%	G8-2	0.0326%	G12-2	0.0326%
G4-3	0.0326%	G8-3	0.0326%	G12-3	0.0326%
G4-4	0.0326%	G8-4	0.0326%	G12-4	0.0326%
G4-5	0.0326%	G8-5	0.0326%	G12-5	0.0326%
G4-6	0.0326%	G8-6	0.0326%	G12-6	0.0326%
G4-7	0.0326%	G8-7	0.0326%	G12-7	0.0326%
G4-8	0.0326%	G8-8	0.0326%	G12-8	0.0326%
G4-9	0.0326%	G8-9	0.0326%	G12-9	0.0326%
G4-10	0.0326%	G8-10	0.0326%	G12-10	0.0326%
			· -	- · · · · ·	J. UULU /8

Fourth Amended Exhibit B

99856356

	Percentage		Percentage		Percentage
Garage #	of Ownership	Garage #	of Ownership	Garage #	of Ownership
G13-1	0.0326%	G17-1	0.0326%	G21-1	0.0326%
G13-2	0.0326%	G17-2	0.0326%	G21-2	0.0326%
G13-3	0.0326%	G17-3	0.0326%	G21-3	0.0326%
G13-4	0.0326%	G17-4	0.0326%	G21-4	0.0326%
G13-5	0.0326%	G17-5	0.0326%	G21-5	0.0326%
G13-6	0.05.26%	G17-6	0.0326%	G21-6	0.0326%
G13-7	0.0326%	G17-7	0.0326%	G21-7	0.0326%
G13-8	0.0326%	G17-8	0.0326%	G21-8	0.0326%
G13-9	0.0326%	G17-9	0.0326%	G21-9	0.0326%
G13-10	0.0326%	G17-10	0.0326%	G21-10	0.0326%
			0.002070	Q21110	0.032076
G14-1	0.0326%	G18-1	0.0326%	G22-1	0.0326%
G14-2	0.0326%	G13-2	0.0326%	G22-2	0.0326%
G14-3	0.0326%	G13-3	0.0326%	G22-3	0.0326%
G14-4	0.0326%	G18-4	0.0326%	G22-4	0.0326%
G14-5	0.0326%	G18-5	0.0326%	G22-5	0.0326%
G14-6	0.0326%	G18-6	0.0326%	G22-6	0.0326%
G14-7	0.0326%	G18-7	\1.0326%	G22-7	0.0326%
G14-8	0.0326%	G18-8	0.03267	G22-8	0.0326%
G14-9	0.0326%	G18-9	0.0526%	G22-9	0.0326%
G14-10	0.0326%	G18-10	0.0326 4	G22-10	0.0326%
		- 10 10	0.0020 1.0	022-10	0.0320%
G15-1	0.0326%	G19-1	0.0326%	X G23-1	0.0326%
G15-2	0.0326%	G19-2	0.0326%	G23-2	0.0326%
G15-3	0.0326%	G19-3	0.0326%	G23-3	0.0326%
G15-4	0.0326%	G19-4	0.0326%	G23-4	0.0326%
G15-5	0.0326%	G19-5	0.0326%	G((3-)	0.0326%
G15-6	0.0326%	G19-6	0.0326%	G23-5	0.0326%
G15-7	0.0326%			G23-7	0.0326%
G15-8	0.0326%	G20-1	0.0326%	G23-8	0.0326%
G15-9	0.0326%	G20-2	0.0326%	G23-9	0.0: 26%
G15-10	0.0326%	G20-3	0.0326%	G23-10	U.U%∠F%
		G20-4	0.0326%	020-10	0.0 121 70
G16-1	0.0326%	G20-5	0.0326%	G24-1	0.03261/-
G16-2	0.0326%	G20-6	0.0326%	G24-2	0.0326%
G16-3	0.0326%	010 0	0.002070	G24-3	
G16-4	0.0326%			G24-4	0.0326%
G16-5	0.0326%			G24-5	0.0326%
G16-6	0.0326%			G24-6	0.0326%
G16-7	0.0326%			G24-7	0.0326%
G16-8	0.0326%			G24-7 G24-8	0.0326%
G16-9	0.0326%			G24-8 G24-9	0.0326%
G16-10	0.0326%				0.0326%
- · · · ·	J.002070			G24-10	0.0326%

Fourth Amended Exhibit B

		ivialiard	Cove Condoi	niniums	
	Percentage				99856358
Garage #	of Ownership				_
G25-1	0.0326%	G29-1	0.0326%		
G25-2	0.0326%	G29-2	0.0326%		
G25-3	0.0326%	G29-3	0.0326%		
G25-4	0.0326%	G29-4	0.0326%		
G25-5	0.0326%	G29-5	0.0326%		
G25-6	0.07.26%	G29-6	0.0326%		
		G29-7	0.0326%		
G26-1	0.0326°	G29-8	0.0326%		
G26-2	0.0326%	G29-9	0.0326%		
G26-3	0.0326%	G29-10	0.0326%		
G26-4	0.0326%	-//x			
G26-5	0.0326%	TOTAL	100%		
G26-6	0.0326%	70142	10010		
G26-7	0.0326%	Ux			
G26-8	0.0326%	′ ()	•		
G26-9	0.0326%				
G26-10	0.0326%	O_{i}			
			94	•	
G27-1	0.0326%		T_{\wedge}		
G27-2	0.0326%				
G27-3	0.0326%				
G27-4	0.0326%				
G27-5	0.0326%			1 0 ×	
G27-6	0.0326%				
G27-7	0.0326%				
G27-8	0.0326%			()	
G27-9	0.0326%				•
G27-10	0.0326%				
				In Clark	_/
G28-1	0.0326%			•	S
G28-2	0.0326%				
G28-3	0.0326%				U _X
G28-4	0.0326%				
G28-5	0.0326%				Co
G28-6	0.0326%				~ O
G28-7	0.0326%				
G28-8	0.0326%				
G28-9	0.0326%				
G28-10	0.0326%				

EXHIBIT "5"

AMENDED PAGE 41 OF EXHIBIT A-1

Plat of Survey

Property of Cook County Clark's Office 99856356

335176_2

Pone 17-775 Cartified Survey Co Vax 775-2855 Plat of Survey

0 (5 30
GRAPHIC SCALE IN FEET

99856358

Do Coc Unit 6-109 4 Unit 6-110 Unit 6-107 B Unit 0-108 STORAGE Unit 6-106 Dnie 6-103 Unir 6-104 3 HORIZON" A. PL. NES SHOWN HEREON ARE MEASURED ON THE TOP OF PINISHE! FLOOR IND TO THE BOTTOM OF FINISHED CELLING. VERTICA, PLAN" (*) "WHIREFOR ARE MEASURED TO THE INTERIOR FACE OF WALL O' LIT _ JOR WALLS AND TO THE INTERIOR FACE OF WALL ON INTELOR" (ALL); ELEVATIONS SHO! N. P. AEON ARE IN RELATION TO: Unit 6-101 MON. C-1 E Unit 6-102 CENTRAL ROAD AND WILKE 10.7 IN ARLINGTON HEIGHTS. MON. C-2 IS A DRILL HOLE AND "X" CUT IN TOP OF CURB AT S. SIDE OF CENTRAL ROAD AND AT CENTER LINE OF WILKE ROAD. ELEVATION = +699.640 UPPER ELEVATION = + 703.53 ON THIS PAGE ONLY. LOWER ELEVATION = + 695.58 ON THIS PAGE ONLY.

1st Floor

UNITS 6-107 C 6-109 AMENDED 8-23-1999

ORDER NO. 9650
EXHIBIT A:1
PAGE 41 AMENDED



STATE OF ILLINOIS)

I, DAVID A. KOSTICH. A REGISTERED ILLINOIS LIND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYOT THE ABOVE DESCRIBED LAND, PROPERTY AND SPACE AND THAT IT CORRECTLY SHOWS THE RELATION OF THE BUILDING TO THE PROPERTY LINES OF THE LAND INDICATED HEREON, THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF SAID AUDINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS SHOWN. DIRECTIONS ON STRUCTURES FROM SAID LAND, EXCEPT AS SHOWN. DIRECTIONS FROM SAID LAND, EXCEPT AS SHOWN. DIRECTIONS TOWN THE ADDITIONAL PARTS THEREOF. DATED THIS 20TH DAY OF DECEMBER AD. 1995.

DECEMBER A.D. 1996.

AND 1996.

REGISTERED ELLINOIS LAND SURVEYOR 17777