

CONTINENTAL
EXECUTIVE
PARKE

- **Protective Covenants**
- **1st, 2nd, & 3rd Amendments**
- **Exhibit E**

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RECORDED
LAKE COUNTY, ILLINOIS

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Frank J. Hunter

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS FOR
CONTINENTAL EXECUTIVE PARKE,
VERNON HILLS, ILLINOIS

Village of Vernon Hills.

April 25, 1991

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AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR CONTINENTAL EXECUTIVE PARKE
VERNON HILLS, ILLINOIS

This Amended and Restated Declaration of Protective Covenants (hereinafter ("Declaration")) made effective the 25th day of April, 1991, by The Prentiss/Copley Investment Group, a Delaware joint venture (hereinafter referred to as "PCIG" or the "Declarant").

W I T N E S S E T H:

WHEREAS, American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated November 3, 1986 and known as Trust No. 100468-03 (the "Trust") as owner of the Property (as hereinafter defined) entered into that certain Declaration of Protective Covenants for Continental Executive Parke, Vernon Hills, Illinois dated May 1, 1989 and recorded May 18, 1989 in the Recorder's Office of Lake County, Illinois as Document No. 2793531 (the "Original Declaration").

WHEREAS, in conjunction with the transfer of all of the Property owned by the Trust to the Declarant, the Trust also assigned and the Declarant assumed all of the Trust's rights, duties and obligations as "declarant" under the Original Declaration.

WHEREAS, pursuant to Section XIII.I of the Original Declaration, the Original Declaration can be amended by either (i) the Declarant without the consent of any other party, provided said amendment is for the purposes of correcting clerical errors or clarifications of terms of the Original Declaration, or (ii) the affirmative vote of the owners of 75% of the Property.

WHEREAS, Declarant (i) believes this Declaration is for the purpose of correcting clerical errors and clarifications in the Original Declaration, and (ii) owns in excess of 75% of the Property, and Declarant wishes to enter into this Declaration as a complete amendment and restatement of the Original Declaration which supersedes and replaces the Original Declaration in full.

WHEREAS, Continental Executive Parke is being developed as a retail, office and industrial complex by the Declarant, and Declarant desires to provide for the preservation of the values and amenities thereof for the benefit of said Property, to create certain easements appurtenant to all or a part of said Property, and to provide for the use, maintenance, and repair thereof for any and all subsequent owners, all of which shall inure to the benefit of and pass with said Property and shall apply to and bind successors in interest and any owner thereof.

WHEREAS, in connection with the proposed development, it is the desire of the Declarant and the Village, to protect the general public interest, and all persons dealing with said premises hereafter, whether as owner, subdivider, builder or the like; and

WHEREAS, it is the desire and the intent of the Declarant that the matters and things hereinafter set forth shall be and the same are covenants running with the land above described, which is a part of a general scheme of development binding upon the land and all present and subsequent owners and persons dealing with the same.

NOW THEREFORE, the Declarant hereby declares that this is a complete amendment and restatement of the Original Declaration which supercedes and replaces the Original Declaration in full, and that any interest in the Property is and shall be

held, conveyed, and occupied subject to the covenants, easements, charges, liens and restrictions hereinafter set forth (hereinafter the "Protective Covenants").

I. THE PROPERTY.

The real property ("Property") affected hereby and subject to this Declaration is commonly known as "Continental Executive Parke," a regional planned unit development located within the Village of Vernon Hills, Lake County, State of Illinois, and is more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully stated.

II. DEFINITIONS.

The following words, when used in this Declaration or any Supplemental or Amended Declaration (unless the context shall specifically provide otherwise), shall have the following interpretation and effect:

A. "ASSOCIATION". - a formed or to be formed not-for-profit corporation to be known as "Continental Executive Parke Association" (or by such other name as may be available at the time of its incorporation) for the purpose of owning and/or maintaining the Common Areas and for such other purposes as may hereinafter be set forth to effectuate the intent of this Declaration. References to the Association or its Board shall mean the Declarant until such time as the Association is formed. Similarly, references to the Declarant shall mean the Association from and after the referenced right or duty is assigned to or devolves to the Association in accordance with the terms hereof.

B. "BUILDING SITE". - any tract, lot, or portion thereof within Continental Executive Parke upon which a building or buildings and appurtenant structures may be erected, including, without limitation, any lot appearing on any recorded subdivision plan pertaining to the Property; provided, however, that such tract, lot or portion thereof must comply with the lot areas and width requirements contained in Exhibit E to Ordinance No. 639, as from time to time amended.

C. "COMMON AREA". - the private wastewater treatment facilities serving the Property, those areas designated "Common Area", "Storm Sewer Easement", "Storm Sewer and Detention Easement", "Storm Sewer and Detention Pond Easement" or "Sanitary Sewer, Storm Sewer and Detention Easement" on the Plat of Subdivision of Continental Executive Parke, recorded in the Office of the Recorder of Deeds of Lake County on March 30, 1989 as Document No. 2778148 and any subsequent plats of subdivision or resubdivision recorded against the Property (collectively, the "Plat of Subdivision"), any facilities appurtenant thereto, berms, entryway signs or monuments, jogging/bike trails and landscaping located in the rights-of-way adjacent to or on the Property and any other areas, improvements or facilities within the Property intended for the common use or benefit of the Owners, which are so designated in this Declaration or by Declarant in a duly recorded instrument.

D. "IMPROVEMENTS". - all structures or other changes to the Property or a parcel or lot of any kind, whether above or below grade, including, but not limited to, buildings, equipment, utility installation, sending or receiving antennae, storage, loading, and parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading, earth movement and any exterior additions, changes, or alterations thereto.

E. "OWNER". - the Party holding legal or equitable title to a Building Site and the building thereon, if any.

F. "PARTY". - an individual, corporation, partnership, or any legal entity, public or private.

G. "STORM WATER FACILITIES". - the storm water system serving the Property, in whole or in part, including areas designated "Storm Sewer Easement", "Storm Sewer and Detention Pond Easement", "Sanitary Sewer, Storm Sewer and Detention Easement" and "Storm Sewer and Detention Easement" on the Plat of Subdivision, conduits, inlet and outlet storm sewers and structures, wells (including electrical service and discharge pipes) designed to replenish retention ponds, catch basins, inlets, inlet leads, catch basin leads, detention basins, retention ponds, the immediate adjacent table land to such basins and ponds, and irrigation systems serving Common Areas. There shall be excluded from Storm Water Facilities storm water collecting facilities dedicated to and accepted by or owned by governmental bodies or which governmental bodies have agreed to maintain, and the storm water collecting sewers and facilities within a Building Site, the principal purpose of which is to serve such Building Site.

H. "VILLAGE". - the Village of Vernon Hills, an Illinois municipal corporation, and its successors.

III. PURPOSE.

The purpose of this Declaration is to seek to ensure the proper development and use of each Building Site within Continental Executive Parke and specifically, to protect the Owner or occupant, present or future, of each Building Site against the improper development and use of other Building Sites as will depreciate the value of his

Building Site; to prevent the erection of Improvements of unsuitable design, or those built using improper or unsuitable materials, or which otherwise violate the terms of this Declaration; to prevent haphazard and inharmonious Improvements; to secure and maintain sufficient setbacks from streets and adequate free spaces between structures; and, in general, to establish and maintain the values and amenities of an attractive setting for business and industry with ample open area and high quality structures and landscaping. This Declaration is further intended to complement applicable governmental and municipal regulations, and where conflicts occur, the most restrictive requirements shall be applied.

IV. GENERAL COVENANTS.

A. BINDING EFFECT. The following restrictions affect and restrict the Property and said restrictions are and shall be construed as covenants running with the land in keeping with the general scheme of development binding upon the Declarant and all subsequent owners of the Property or any part thereof and of persons dealing therewith and inuring to the benefit of such owners and persons and to the Village, it being the intent of the Declarant that the following restrictions shall bind and restrict the land, the Declarant, its grantees, successors, and assigns and their grantees, heirs, executors, administrators, successors and assigns.

B. RECORDATION. This Declaration shall be recorded with the recorder of deeds of Lake County, Illinois, concurrent with the recording of any plat of subdivision or conveyance of the Property, and this instrument shall be referred to in the certificate of the Owner on any such plat, and incorporated by reference as a part thereof, and that all contracts and deeds of conveyance relating to said land or any part thereof

shall likewise contain reference to the said plat and to these covenants, conditions and restrictions applying thereto.

C. EFFECT OF DECLARATION. This Declaration in full, does not amend or modify, nor is it intended to amend or modify, any owners' statements, engineering statements, representations of the like, or any requirements of the respective ordinances of the Village, dealing with the subdividing and platting of land or the design and construction of all improvements, but is intended as additional covenants and agreements for the purposes herein set forth.

D. ESTOPPEL. The Declarant does by this Declaration, specifically estop itself and all of its successors and all persons presently or hereafter owning or dealing with the Property, from asserting or contending in any manner or fashion that the above and foregoing covenants are not full and adequate covenants running with the land as herein described and binding thereon for all times hereafter until expressly modified or amended, if at all, with the consent of the Village.

E. ZONING. The zoning of Continental Executive Parke is L-I Limited Industrial with a special use for a Regional Planned Unit Development. Any application to change the zoning of any Building Site requires the prior written approval of the Declarant, or of the Association in the event the rights of Declarant have been transferred or assigned to the Association. Notwithstanding anything herein to the contrary, Declarant reserves the right to apply for a change in the use and zoning of any Building Site Declarant owns, subject only to approval by the Village.

F. GOLF LEARNING CENTER. Lot 5, as designated on the Plat of Subdivision of Continental Executive Parke, shall be used as a golf learning center or open

space use; provided, however, that so long as the prior approval of the Village is obtained pursuant to applicable procedures and standards, said lot may be used for any purpose so approved without the necessity of amending or revising these Protective Covenants.

G. CONSTRUCTION.

1. MATERIALS. All Improvements in Continental Executive Parke shall be constructed of high-quality permanent materials and shall be designed to be durable and easily maintained. All buildings and other structures within Continental Executive Parke shall have exterior walls constructed of attractive materials which have been approved by Declarant. Subject to the Declarant's review and approval of color, design and application, all exterior materials shall be face brick, stone, glass, exposed aggregate or architectural precast concrete, and painted wood or plaster. Equivalent or better materials and any combination of the above materials may be used in well-conceived and creative application as approved by Declarant. Common brick, concrete block, cinderblock, metal panels, double-tee and channel panel pre-cast panels are specifically prohibited on any exterior walls. Split face block may be used for accent features only or as approved by Declarant. All exterior masonry shall be laid with colored mortar unless specific approval is granted by Declarant. Face brick must be selected from a selection of samples pre-approved by Declarant. Face brick other than from among the pre-approved samples may be used subject to Declarant's prior approval.

2. EXTERIOR EQUIPMENT. Exterior mechanical and electrical equipment, including without limitation air conditioning equipment, air handling

equipment, transformers, transclosures, pump houses, communication towers, microwave or communications satellite dishes, vents and fans, whether mounted on the roof or walls of any building or on the ground, shall be placed or screened so that the predominant design lines of the building or structure continue without visual distraction or interruption. If any such equipment is not screened by the building exterior walls, such equipment shall be separately screened from the view of adjacent Building Sites, and from any street right-of-way, either by approved building materials, landscaping or otherwise. The height of any such screening shall be at least equal to the height of the equipment to be screened. All roof-mounted equipment must be screened. All equipment exterior to the building (roof top air handling units, flues, transformers, gas meters and piping, etc.) must be painted to match the building. All exterior dumpsters or other refuse disposal structures or areas shall be located to the rear of all principal buildings on a Building Site and shall be completely screened from view from adjacent Building Sites and roadways.

3. UTILITIES. All plans and specifications shall provide for the underground installation of all utilities from Building Site lines to Improvements and shall provide for appropriate safety measures or other controls, whether of a temporary or permanent nature, as may be prudent under the circumstances and as set forth by local, state, or federal governmental agencies. Any connection of underground utilities involving crossing a public roadway shall be accomplished only by auguring and casing the carrier pipe. Wherever feasible, utility connections made above ground level shall be located within buildings. If utility connections are above ground and not within a building, such as exposed utility boxes, they shall be located at the rear of the building, if feasible, and screened

from view using landscaping or other suitable designs and materials. All storm connections from Building Sites to on-site retention ponds shall be made through drop manholes. Direct connections to on-site retention ponds shall be permitted only upon the specific approval of Declarant and the Village. No detention or retention ponds shall be constructed by the owner of any Building Site without the specific approval of Declarant and the Village. The owner of any Building Site for which such connection (either direct or through a drop manhole) to an on-site retention pond is made shall fully restore any Common Areas or easement areas disrupted or damaged as a result of such connection. All utility connections to Building Sites shall be made at the stub-out nearest to such Building Site.

4. CESSATION OF CONSTRUCTION. In the event construction of any Improvement on a Building Site ceases for a period of six months prior to the enclosure of such Improvement, the Owner, upon written demand of the Declarant or the Village, shall raze and remove any Improvement not enclosed and shall landscape the Building Site in compliance with the requirements hereof. In the event construction of any Improvement ceases for a period of six months after the Improvement is enclosed, the Owner, upon written demand of the Declarant or the Village, shall landscape the Building Site in compliance with the requirements hereof.

5. CONSTRUCTION EQUIPMENT. All equipment used in clearing, excavating or construction on a Building Site that is not rubber-tired shall be loaded or unloaded only within the boundary lines of the Building Site. During clearing, excavating or construction, the Owner of the Building Site on which

the work is performed shall cause the roads, sidewalks, trails or ponds within or bordering on the Property to be kept clear of dirt and debris caused by such clearing, excavating or construction and shall be responsible for any damage to such roads, sidewalks, trails and ponds.

6. TEMPORARY STRUCTURES. No trailer, temporary building or structure of any kind shall be permitted except during construction of a permanent Improvement. Such trailer, temporary building or structure shall be removed as promptly as practicable and in any event not later than thirty (30) days after the issuance by the Village of a permanent occupancy permit for such permanent Improvement or if no such occupancy permit is required to be issued by the Village not later than thirty (30) days after substantial completion of such permanent Improvement. All trailers or other temporary buildings or structures shall be located on the Building Site with which they are associated.

H. OBJECTIONABLE USES. Any use which is deemed by the Declarant to be incompatible or objectionable, including without limitation any use which, in the Declarant's opinion, might produce offensive or unusual odors, fumes, dust, smoke, noise, hazardous waste or pollution, or which might produce an unusual danger of fire, explosion or other casualty, shall not be permitted in Continental Executive Parke. All business, production, servicing and processing shall take place within completely enclosed buildings unless expressly approved by the Declarant and the Village.

I. PARKING.

1. PARKING AREAS. Each Building Site shall contain all required parking facilities required by the Village or the Declarant pursuant to

Subsection I(4) below entirely within the Building Site. Parking on street rights-of-way is expressly prohibited. No parking areas or driveways, except access driveways, shall be constructed within the required front setback (that is, the area lying between the building line designated on any plat of subdivision or resubdivision of the Property and any adjacent public right-of-way) of any Building Site.

2. ACCESS DRIVEWAYS. No access shall be permitted from Building Sites directly to Illinois State Routes 21, 45 or 60 without the express approval of the Declarant and the Village.

3. TRAILER PARKING. No storage or overnight parking of trucks or truck trailers shall be permitted except in off-street interior loading areas.

4. REQUIRED SPACES. In determining the number and location of the parking spaces required for each Building Site, the Declarant may consider the exact nature of the proposed use, the anticipated number of employees and the manner of their employment, the anticipated number of visitors and customers, the nature and location of all proposed buildings and structures and other relevant matters and may require parking in excess of that required by the Village. All off-street parking facilities shall be designed to comply with all applicable Village ordinances and codes.

J. OFF-STREET LOADING AREAS. Provision for handling all truck service shall be totally within each Building Site. No off-street loading areas or loading docks shall be located within forty (40) feet of the closest point of intersection of two (2) or more public rights-of-way. No loading space shall be located in a required yard.

Loading spaces immediately adjacent to any public right-of-way must be totally enclosed within a building. No doors, in excess of eight (8) feet by ten (10) feet, accessing off-street loading areas shall be permitted fronting on Fairway Drive, Lakeview Parkway, Philips Drive, Executive Drive, Continental Drive, Parkeview Drive or Greenway Drive. Open off-street loading spaces shall be screened from view from surrounding Building Sites and streets by a fence, wall, door, landscaping or combination thereof.

K. OUTSIDE STORAGE AND DISPLAYS. The out-side display of materials or merchandise for advertising or merchandising purposes is prohibited. Out-door storage of any kind is prohibited. All equipment and facilities for the bulk storage of liquids, petroleum products, fuels, refuse, water and similar materials shall be deemed to be outside storage. Any trash in garbage, storage, pickup areas, receptacles or dumpsters shall be located within an enclosed building or an area (open to the sky) enclosed by screening walls, earth berms or dense plant materials at least equal to the height of the material being stored. Such storage areas or structures shall not be located within required front, side or rear yard areas.

L. LANDSCAPING.

1. GENERALLY. All open areas on each Building Site not occupied by buildings, structures, outside storage areas, parking areas, street right-of-way paved areas, driveways, walkways and off-street loading areas shall be suitably graded and drained (Building Site grading shall be subject to the approval of Declarant) and shall be landscaped with lawns, trees, and shrubs. The cost of landscaping materials provided on each Building Site shall be based on the

percentage of green space being provided on the Building Site. The minimum cost of landscaping materials on each Building Site shall be calculated as follows:

Less than 20% green space	\$1.50/sq. ft. of green space
21% to 25% green space	\$1.25/sq. ft. of green space
26% to 30% green space	\$1.00/sq. ft. of green space
31% to 35% green space	\$.75/sq. ft. of green space
Greater than 35% green space	\$.70/sq. ft. of green space

The above figures are based on 1989 dollars. An inflation factor of 5%/calendar year shall be applied to Building Sites developed in subsequent years. Lawns shall be seeded or sodded with bluegrass predominant mixtures; provided, however, that all landscaped areas between the front of building and back of street curb shall be sodded. A landscape plan must be submitted in accordance with Section V for review and approval or disapproval.

2. PRESERVATION OF TREES. All reasonable efforts shall be made to preserve the existing trees on each Building Site.

3. PARKING AREAS. Parking areas adjacent to a street shall be screened from the public right-of-way by landscaped berms. There shall be a landscaped buffer strip between every parking area and adjacent Building Sites located at least ten feet (10') from the Building Site side or rear lot lines. Said buffer strip shall contain at least one street tree, at least four (4) inches in diameter, for every forty (40) lineal feet of parking area. All parking areas must be constructed with concrete curbing.

4. MINIMUM PLANTING REQUIRED. Each Building Site shall include a minimum of one (1) four (4) inch tree in frontage areas for each forty (40) lineal feet of Building Site frontage. It is recommended that trees be grouped in clusters and oriented to harmonize with adjacent landscaping in place or proposed landscaping.

5. LANDSCAPE MAINTENANCE. All landscaping on each Building Site and on the landscaped portions of any abutting street right-of-way shall be properly maintained by the Owner or tenant of the Building Site, or by Declarant if it so elects, which maintenance shall include removal of all trash, leaves and debris and all necessary cutting, watering, fertilizing, aerating, spraying, weed control, pruning and required replacements.

6. LAWN SPRINKLER SYSTEMS. Every Building Site, in connection with the construction of the facility, shall have the landscaped areas between the building and curb lines provided with a lawn sprinkler system to provide coverage for all such landscaped areas. Sprinkler systems shall be set to provide one (1) inch of water per week over the entire sprinkled area. Sprinkler systems shall be set to operate from May 15th through October 15th, or as weather conditions dictate. Sprinkler systems may be shut off during this period only as required by the Village or approved by Declarant.

7. TIME. All landscaping on each Building Site shall be completed within six (6) months after occupancy or completion of any building thereon, whichever first occurs, subject to delays caused by adverse weather conditions or by other causes beyond reasonable control.

M. FENCING. Fencing shall be permitted only in connection with designed screening of trash enclosures and outside equipment. All fencing shall be approved by Declarant and be constructed with materials compatible with those used on the major building in the Building Site. No metal fencing is permitted.

N. EXTERIOR LIGHTING.

1. PLAN. Each Building Site shall have adequate exterior lighting for its intended use minimizing glare and without creating lighting which would be annoying to other sites. An exterior lighting plan must be submitted in accordance with Section V for review and approval.

2. COLOR, TYPE. All exterior lighting shall be of the high pressure sodium vapor. No neon lights and no traveling, flashing or intermittent lighting of any kind shall be permitted. All pole lights on private lots shall be of design to correspond with pole lights in public rights-of-way. Building mounted lights shall be of design so that the fixtures correspond to the pole lights.

3. POLE HEIGHT. All pole mounted exterior lighting fixtures shall be on poles no higher than thirty feet (30') unless specifically approved by Declarant.

4. UNDERGROUND WIRING. All outside wiring for exterior lighting shall be installed underground.

O. SIGNS AND GRAPHICS. All signs, visible from the exterior of any building, must be submitted in accordance with Section V for review and approval prior to their installation. Signs shall conform with the "Signage Concept" as described in

Exhibit "B" attached hereto and incorporated herein, which may be amended by Declarant from time to time, subject to the approval of the Village. All signs shall be maintained in a safe and presentable condition at all times, including replacement of defective parts, painting, repainting, cleaning and any other necessary maintenance acts. The Association shall maintain and replace as necessary any signs identifying Continental Executive Parke, the location and design of which shall be determined by Declarant, subject to the approval of the Village and the owner of any Building Site on which such a sign is to be located.

P. CONDITION OF PREMISES. Each Building Site and all structures, buildings, appurtenances, screening, fences, parking areas, driveways, outside storage areas, off-street loading areas, walks, drainage channels, signs, landscaping and other improvements of whatever nature thereon shall be maintained at all times in a safe, clean and wholesome manner and in first class condition and repair, replacements being made if necessary; including, but not limited to, (1) removal of efflorescence from masonry; (2) removal and repainting of spalling paint; (3) repainting of damaged overhead door panels; (4) removal of rust stains caused by iron ore in precast panels; and (5) removal of rust stains caused by steel nails, bolts or anchors. All construction shall be commenced and diligently pursued. The Owner of any Building Site under construction shall, at all times, keep public and private streets used by such Owner in connection with construction, and the Building Site, free from any dirt, mud, garbage, trash or other debris which might be occasioned by such construction. In the event an Owner does not commence construction of Improvements within twelve (12) months of the date of conveyance of the Building Site to the Owner, the Owner shall landscape the Building Site with no less than an appropriate ground cover, such as field grass or sod, and thereafter maintain such ground cover in a clean, neat and safe condition, keeping

it mowed at a height not to exceed four (4) inches until the commencement of construction of Improvements. The aforesaid twelve (12) month period may be extended with the written approval of Declarant. If any Building Site is not being maintained as required, the Association, the Declarant or the Village may give the Owner of such Building Site written notice of the failure, and if the Owner fails to comply with this provision within fifteen (15) working days after such written notice (or within a longer period of time if the required work cannot reasonably be completed within fifteen (15) days and if the required work is commenced within said fifteen (15) day period and thereafter is continued with due diligence and dispatch), the Association, the Declarant or Village shall have the right to enter upon the Building Site and perform the required maintenance or repairs at the expense of the Owner. The Association, the Declarant or the Village shall give written notice of the cost of such maintenance or repairs to the Owner and such cost shall be reimbursed by the Owner to the Association, the Declarant or the Village within ten (10) days after the date of such notice. If the amount due is not reimbursed within said period, it shall bear interest at a per annum rate equal to four percent (4%) above the rate then being charged from time to time by the First National Bank of Chicago to its largest customers of the highest credit standing for short term unsecured loans and shall be considered delinquent and shall entitle the party to whom such amount is owed to the same rights and powers of lien and enforcement granted in Section VI.A.7. hereof to the Declarant.

Q. **MAINTENANCE EASEMENT.** Declarant hereby reserves, for itself, for its designees or employees and for the Village, and the Association and the Village shall have the free and unrestricted right, license and privilege to free and unrestricted access upon and across Continental Executive Parke and each Building Site, and, upon reasonable notice, any buildings and structures thereon, for the purpose of performing

any work the Declarant, the Association or the Village shall have the right to perform pursuant to the provisions of this Declaration. Each Owner, mortgagee, and tenant of any Building Site, by accepting title thereto or an estate therein, shall be deemed to have consented to the foregoing reservations and to have granted the foregoing rights. The Declarant, the Association and the Village shall use all reasonable efforts to avoid interfering with the normal business operations of anyone occupying such Building Sites.

R. STORM WATER FACILITIES.

1. EASEMENTS. Easements for the retention and/or detention of water for the benefit of Continental Executive Parke and the individual Building Sites are hereby declared upon those portions of the Property which are designated herein for such purpose or on the Plat of Subdivision as "Storm Sewer and Detention Pond Easements", "Sanitary Sewer, Storm Sewer and Detention Easements" or "Storm Sewer and Detention Easements." It is understood that any such retention and/or detention areas may, in the future, be reshaped, altered, or relocated within the aforementioned easements to meet required governmental standards or engineering requirements, but no such reshaping, alteration, or relocation shall be made without the prior written approval of the Village.

2. MAINTENANCE. It is recognized and understood that the Storm Water Facilities serve both important functional and aesthetic purposes and that their repair and maintenance is of vital concern to all parties having an interest in Continental Executive Parke. In order to ensure that these areas are in full and good working order, are sightly and well kept, and comply with applicable governmental regulations, they are to be considered Common Areas and the

responsibility for their maintenance and repair, including the cost thereof, shall be that of the Association. Notwithstanding anything herein to the contrary and except as specifically provided for in any agreement between and Owner and the Declarant or the Association: (i) individual Owners shall be responsible for the maintenance, including the cost thereof, of plantings located adjacent to any pond on the Owner's Building Site; and (ii) all storm water collecting sewers and facilities within a Building Site, the principal purpose of which is to serve such Building Site, shall be maintained by the Owner thereof (said maintenance shall include, but not be limited to, keeping said facilities clear of debris and other accumulations, insuring that the flow of storm water is not blocked or hindered, and maintaining said facilities in accordance with the landscape plan for the Building Site.) Where feasible and practical, a physical demarcation shall be utilized in order to facilitate recognition of the respective maintenance areas.

3. **IMPAIRMENT.** It is understood that no Owner, by either act or omission, shall do or refrain from doing any act the effect of which will impair the function and/or aesthetics of the Storm Water Facilities or any appurtenances utilized in connection therewith. Where as a result of the act or omission of an Owner, its agents, invitees, contractors, subcontractors, employees, etc. an extraordinary expense is incurred by the Association or the Village with regard to the repair or maintenance of the Storm Water Facilities, such expense shall be due and payable by the party so charged upon demand therefore, the unpaid portion of which shall accrue interest at the rate set forth in Section IV.P hereof, and shall be a lien in the same manner as provided hereinabove in Section VI.A.

V. SUBMITTAL PROCEDURES.

A. REQUIRED PROCEDURES. Owners or their designated representative shall be required to present their development proposals to Declarant.

B. SUBMISSION DOCUMENTS. Owners or their designated representative shall submit detailed information in writing regarding the proposed use of the Building Site, copies of all permits and any accompanying correspondence, erosion and sedimentation control plans and other plans submitted for governmental approval and three (3) full sets of construction plans, drawings, and specifications showing or stating all aspects of the proposed development, including without limitation the following:

1. location of all structures, easements, street rights-of-way, and setback lines;
2. location of all walks, driveways and curblines;
3. layout and location of all parking areas, including location and dimensions of all spaces, circulation aisles, islands, curbs and bumpers;
4. layout and location of all off-street loading areas;
5. all landscaping, including location, height, spread, type and number of trees and shrubs and location and type of all ground cover and lawn material, and also including the type and location of all existing plant material on the Building Site and the proposed location of required sprinkler systems;
6. location, height, intensity and fixture type of all exterior lighting;

7. location, size and type of all pipes, lines, conduits and appurtenant equipment and facilities for the transmission of sanitary sewage, storm water, water, electricity, gas, telephone, steam and other utility services;

8. location, size and type of all fencing;

9. architectural floor plans, building elevation, wall sections and details of each building, including equipment located on the exterior of the building and the proposed method of screening this equipment;

10. building material and color information; including samples;

11. temporary construction sign design;

12. permanent sign design (showing location, size, type and material and color information);

13. site coverage data and calculations;

14. parking data and calculations, including base data for projected needs;

15. site drainage data and calculations, including finished contour lines and spot elevations;

16. description of proposed use; and

17. estimated number of employees

C. PRELIMINARY SUBMITTAL. Owners or their designated representatives may submit all or part of the information required by Section V B above in preliminary

form for preliminary review by Declarant in order to identify potential areas of dispute prior to the investment of significant resources, by producing final review documents.

D. SCALE AND DETAIL. All architectural plans and construction drawings submitted shall be to a scale of not less than one inch (1") equal to sixteen feet (16'). All site plans submitted shall be to scale of not less than one inch (1") equal to fifty feet (50').

E. NO USE PRIOR TO APPROVAL. No building, structure, sign or improvement of any kind shall be commenced, installed, erected, placed, assembled, altered, moved onto or permitted to remain on any Building Site, nor shall any use be commenced on any Building Site, unless and until the plans, drawings and specifications for the same (including a description of the proposed use) have been submitted to, reviewed and approved in writing by Declarant in accordance with this Section V and by the Village. No Building Site Owner shall apply to any public authority for any construction or building permits for any project before written approval of the plans, drawings, and specifications has been given. The Village, the Declarant or the Association shall have the right to enter on and to remove any sign erected without prior written approval.

F. CHANGES. No construction or use that is inconsistent with, in addition to or materially different from any previously approved plans, drawings, and specifications shall be commenced or permitted until final construction drawings and specifications reflecting such change or addition have been approved in accordance with this Section V.

G. APPROVAL AND DISAPPROVAL.

1. STANDARDS. Declarant shall have the right to disapprove any construction plans, drawings, and specifications because they are not in accordance with the purposes set forth in Section III hereof, or because they fail to comply with any requirement of this Declaration or the Continental Executive Parke Signage Concept or because they fail to include any information which is required by Declarant or which reasonably may have been requested by Declarant. The approval or disapproval of Declarant pursuant to the general provisions of this Declaration shall not be deemed to be limited by reason of any specific illustrations or requirements set forth herein.

2. TIME FOR APPROVAL. Declarant shall approve, disapprove, or request any additions or supplemental information relating to any construction plans, drawings, and specifications within thirty (30) days after such construction plans, drawings, and specifications are submitted.

3. LIABILITY FOR VIOLATION. Any person, firm or corporation violating this Section V shall be liable for all costs incurred in remedying such violations, including, but not limited to, attorney's fees and court costs.

4. DECLARANT'S LIABILITY. Declarant shall not be liable for damages to anyone so submitting plans and specifications for approval or making any other requests of Declarant by reason of mistaken judgment, negligence, or nonfeasance of the Declarant, including the acts or omissions of its agents or employees, arising out of or in connection with the approval or disapproval of said submittals.

5. FEES. It is understood that all grading and engineering plans shall be submitted to the Declarant for approval by licensed engineer selected by Declarant in order that said grading and engineering plans will conform with the overall grading and engineering plan for Continental Executive Parke. It is understood that all costs and fees incurred by Declarant in conjunction with such engineering and grading plan review shall be paid in such manner as Declarant shall reasonably require by the party submitting said plans and approval irrespective of the outcome of said review. It is estimated that the fee for such plan review shall be One Hundred Fifty Dollars (\$150.00) per acre based upon 1988 cost and expense criteria.

6. TRANSFER OF REVIEW RIGHTS TO ASSOCIATION. Declarant's right to approve or disapprove construction plans, drawings and specifications shall be transferred to the Association at the time control is transferred to the Association pursuant to Section VI.A.1. below and may, at Declarant's election, be transferred to the Association at an earlier time in accordance with the provisions of Section XI.

VI. ADMINISTRATION.

A. AUTHORITY.

1. INITIAL CONTROL. The Association's rights, duties and obligations under this Declaration shall be administered by Declarant so long as fifteen percent (15%) or more of Continental Executive Parke is owned by Declarant. At such time as Declarant no longer owns fifteen percent (15%) or more of Continental Executive Parke, or sooner if Declarant so elects, Declarant shall cause

to be established in accordance with the provisions of this Section VI an Illinois non-profit corporation with a five (5) member Board of Directors and shall transfer to it all of the rights, duties and obligations of the Declarant under this Declaration.

2. ESTABLISHMENT. At such time as Declarant is required or elects to establish a Board of Directors to administer this Declaration, Declarant shall designate the initial five (5) directors.

3. ASSOCIATION AS OWNER OF LAND. The Association shall have the right to accept title in fee simple to real property located within Continental Executive Parke or contiguous, adjoining or adjacent to Continental Executive Parke, and, subject to the maintenance obligations and requirements set forth in Section IV R(2) above, convey title in fee simple to any such real property owned by the Association, in order to provide for, maintain, operate and improve the environmental quality of Continental Executive Parke.

4. OBLIGATIONS AND POWERS. The Association shall (a) provide for the enforcement of this Declaration; (b) establish policies and procedures for the review and approval of plans and specifications as required by this Declaration; (c) have the right to provide for any improvements or for the maintenance of any improvements which it reasonably deems necessary or desirable in accordance with this Declaration; (d) have the right to make whatever arrangements which it reasonably deems necessary or desirable for the security of the people and businesses in Continental Executive Parke; (e) otherwise establish such policies and procedures which it reasonably deems necessary or desirable in accordance with this Declaration; and (f) have the power (provided said power is

exercised in a reasonable manner) to own personal property, formulate additional regulations and to make or grant such variances and exceptions from the provisions of this Declaration which it deems consistent with the basic objectives of this Declaration. Except as expressly provided to the contrary herein, the Association will maintain all Common Areas and pay real estate and other taxes on Common Areas not located on a Building Site. Individual Owners shall pay real estate taxes on Common Areas located on their Building Sites, including, but not limited to, real estate taxes on detention and retention areas located on their Building Sites. In addition to the foregoing, the Association shall, prior to the acceptance of dedication from time to time by the appropriate governmental body or public authority or utility of all or any part or parts of the public street rights-of-way within Continental Executive Parke, street lighting, water and sanitary sewer lines, and other utility facilities in Continental Executive Parke, be responsible for the maintenance and repair of said improvements, including the maintenance of all landscaping and trails and the removal of snow from the improved public street rights-of-way within Continental Executive Parke. The Association shall also have the express power to dedicate the aforesaid improvements and facilities to any governmental authority. The Association shall not enter into any contracts in excess of Ten Thousand and No/Hundredths Dollars (\$10,000.00), the costs of which will be assessed against the owners of any portion of the Property, without first soliciting proposals for such contract, and shall accept the lowest responsible proposal.

5. MEMBERSHIP. Upon formation of the Association, each Owner of a Building Site shall be a member of the Association and each purchaser of a Building Site by acceptance of conveyance thereof, covenants and agrees to

become a member of the Association. Membership in the Association shall automatically terminate upon the sale, transfer, or other disposition of a member's title in a Building Site, at which time the new Owner of such interest shall automatically become member of the Association. No member shall have any right or power to disclaim, terminate, or withdraw from his membership in the Association or from the any of it obligations as a member by non-use of the Common Areas or otherwise.

6. VOTING RIGHTS. The Association shall have two (2) Classes of voting membership:

(a) CLASS A. Class A members shall be all those who own Building Sites within Continental Executive Parke except the Declarant. Each Class A member shall be entitled to one (1) vote for each thirty thousand (30,000) square feet of land area that said member owns within Continental Executive Parke. Fractional votes shall be determined by rounding the remainders to the nearest ten thousand (10,000) square feet and dividing the rounded number by thirty thousand (thus, votes shall be cast only in fractions divisible by .33). Where more than one party hold the particular interest or interests, the vote for such square footage shall be exercised as said Owners determine among themselves, but in no event shall more than one (1) vote be cast with respect to any thirty thousand (30,000) square feet or part thereof as aforesaid.

(b) CLASS B. The Class B voting member shall be the Declarant. The Class B voting member shall be entitled to ten (10) votes for each thirty thousand (30,000) square feet that said member owns

within Continental Executive Parke. Fractional votes for the Class B voting member shall be computed in the same manner as provided hereinabove for the the Class A members. Provided, however, that the Declarant's Class B voting membership shall cease and shall be converted to Class A voting membership on the happening of any of the following events, whichever occurs first:

1. When Declarant's holdings include less than ten (10) percent of the net acreage of the Property; or
2. Whenever the Declarant shall so elect.

Notwithstanding anything to the contrary in this Declaration, amendments to this Section shall only be effective upon the unanimous written consent of all Class A voting members and all Class B voting members.

7. LEVYING OF ASSESSMENTS.

(a) AUTHORITY. The Association shall have the power to levy, subject to any mortgage now or hereinafter a lien against the subject premises, general and special assessments upon and against the Owners of the Building Sites in Continental Executive Parke for the purpose of carrying out the obligations, duties and powers herein set forth, including any legal and other costs incurred in enforcing this Declaration in accordance with the terms hereof. All assessments shall be determined on a calendar year basis. All assessments and charges pursuant to this Declaration together with interest thereon and costs of collection, shall be charged as a continuing lien upon the Building Site of its Owner until paid.

(b) PROCEDURES. The initial annual assessment payable to the Association shall be fixed by the Declarant in its reasonable discretion, giving due consideration to the cost of maintenance for the prior twelve (12) month period. Commencing with the next fiscal year and for each year thereafter, the Association shall estimate in writing its costs of operation for the coming year and same shall be assessed and paid no more frequently than quarterly in advance by each Owner or as the Association 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 Area or the personal property and facilities maintained by the Association. If the assessment proves inadequate for any reason (including non-payment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Association may increase or decrease the assessment payable hereunder by giving written notice thereof (together with a revised estimate) to each Owner not less than ten (10) days prior to the effective date of the revised assessment. At least once each year, the Association shall deliver to each Owner a statement of actual costs for the prior year along with a reconciliation of estimated assessments with actual costs and reserves. The Board shall have the power to levy additional assessments as provided in the By-Laws of the Association. Each Owner shall be assessed for a pro-rata share of all assessments. With respect to all costs other than the maintenance of Common Area landscaping, such share will be a fraction, the numerator of which is the number of square feet of the Building Site(s) owned by the Owner in Continental Executive Parke, and the

denominator of which is the number of square feet of all Building Sites in Continental Executive Parke, except Building Sites in areas to which roads and public utilities have not yet been extended. With respect to assessments for the maintenance of Common Area landscaping, such share will be a fraction, the numerator of which is the number of square feet of landscaped Common Area located on the Building Site to be assessed or adjacent to the Building Site to be assessed and not on another Building Site, and the denominator of which is the number of square feet of landscaped Common Area located in Continental Executive Parke, except landscaped Common Area located in areas to which roads and public utilities have not yet been extended. Any Owner shall have the right to examine the Association's records relative to any assessment provided that reasonable notice is first given and provided that said Owner bears all costs of said examination. All assessments shall be prorated as of the date title transfers to a new Owner.

(c) USE OF FUNDS. All assessments funds received by the Association shall be used to provide for, maintain, and improve the qualities of Continental Executive Parke. Specifically, such funds may be expended to:

1. provide for, maintain and operate Continental Executive Parke Common Areas, including, without limitation: entrances, street rights-of-way, pathways, recreational facilities, directional and informational signs, public area lighting, park area, street medians, drainage, and any other improvements relating to

the enhancement of the overall quality of Continental Executive Parke.

2. provide for the administration and enforcement of this Declaration, including reasonable administrative staff requirements and expenses; and

3. fulfill any of the obligations of the Association and Declarant hereunder.

(d) NOTICE OF ASSESSMENT. Notice of each assessment shall be given by sending a written notice by postage prepaid certified mail addressed to the last known or usual post office address of the Owner of any Building Site or by posting a brief notice of the assessment upon the Building Site itself.

(e) NONPAYMENT OF ASSESSMENT. Any assessments or charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after due date, the assessment or charge shall bear interest from the due date at the rate set forth in Section IV.P hereof, and the Declarant or Association, as the case may be, may bring an action at law against the Owner personally obligated to pay the assessment or charge or foreclose the lien against the Building Site owned by such Owner and the interest, together with the costs and reasonable attorneys' fees of any such action, shall be added to the amount of such assessment or charge and to any judgment or decree therefor. The lien provided for under Section VI.A.7 shall secure the

payment of the assessment or charge, interest thereon and the aforesaid costs and reasonable attorneys' fees. No Owner may waive or otherwise avoid liability for an assessment or charges as provided for herein by non-use of Common Areas and facilities, or abandonment of its Building Site.

(f) SUBORDINATION. The lien for any assessment or charge provided in this Declaration shall be subordinated to the lien of any bona fide security device, including mortgage, trust deed, and sale and leaseback, obtained by the Owner for the purposes of the improvement or acquisition of a Building Site, provided, however, that such subordination shall apply only to the assessments and charges which have been due and payable prior to a sale or transfer of such Building Site pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve the Building Site from the lien for any assessments or charges thereafter becoming due nor from the lien of any subsequent assessments or charges.

(g) BY LAWS. Upon incorporation of the Association, Declarant shall establish appropriate By-laws for the Association through which the Association can carry out the purposes of this Declaration.

B. ENFORCEMENT. This Declaration shall operate as a covenant running with the land, and all provisions hereof shall be enforceable by Declarant, the Association, the Village, and every Owner by a proper proceeding, either in equity or at law. Further, Declarant, the Village, the Association and every Owner shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of

or to enforce the observance of the covenants, conditions, restrictions and easements herein set forth, but the failure of the Declarant or the Village or the Association or any Owner to enforce any of the covenants, conditions, restrictions, reservations or easements herein set forth, at the time of any violation, shall not be deemed to be a waiver of the right of the Declarant or the Village or the Association or any Owner to do so as to any subsequent violation. This Declaration may also be enforced by (a) suit to recover damages, (b) suit to enforce a lien against the Owner's Building Site, or (c) any other available remedy at law or equity (after having given the proper notice and right to cure, if any, required elsewhere in this Declaration). Further, Declarant, the Association and the Village are each empowered (after having given the proper notice and right to cure, if any, required elsewhere in this Declaration) to take all action it deems necessary, at the cost and expense of any Building Site Owner, to correct any violation of this Declaration relating to such Building Site, including without limitation the power to exercise the right, license, and permission to enter upon any Building Site with men, equipment, materials and other necessary articles, all without being guilty of trespass and without being subject to any liability or damage, to complete any work necessary to correct any violation of the Declaration. Reasonable care will be used in the performance of such work. In the event that Declarant, the Association or the Village deems it necessary to secure the services of an attorney to enforce any provision of this Declaration, the fee of such attorney and all other costs connected with the contemplated or actual legal proceedings shall be paid by the Owner of the Building Site which is the subject of the proceedings. Written notice of such costs shall be given to the Building Site Owner and such costs shall be reimbursed by the Building Site Owner within ten (10) days after the date of such notice. If such costs remain

unpaid, they shall be considered delinquent and shall constitute a lien upon the Building Site pursuant to Section VI.A.7.

VII. COMMON AREAS AND UTILITY FACILITIES.

A. TRANSFER. Upon transfer of control pursuant to Section VI.A.1. above, or sooner if Declarant so elects (with respect to all or any part of the Common Areas), Declarant shall convey to the Association its rights, title and interest to the Common Areas and assign to the Association its obligations for the performance of maintenance; provided, however, that any such transfer while Declarant retains ownership of more than 35% of the Property shall be subject to the Village's reasonable approval.

B. COMMON AREA REAL ESTATE TAXES. Whenever a Building Site contains within its boundaries land designated herein as Common Area, the Building Site Owner shall be liable for all real estate taxes and assessments on the total Building Site, including said Common Areas.

C. WASTEWATER TREATMENT FACILITIES.

1. MAINTENANCE. It shall be the responsibility of the Association to operate, maintain and keep in a good state of repair the wastewater treatment facilities including all appurtenant pipes, mains and equipment. The wastewater treatment facilities shall be operated and maintained in accordance with all applicable governmental regulations and standards including the applicable rules and regulations of the Illinois Environmental Protection Agency. Copies of all monitoring reports and all test results shall be forwarded to the Village. The Village shall have no responsibility for the operation or maintenance of such facilities.

2. CAPITAL BUDGET. The Association shall provide within the capital budget funds sufficient to provide, within five (5) years of the installation of the Wastewater Treatment Facilities, a fund equal to 150% of the electrical and mechanical equipment costs of the Facilities, including but not limited to instrumentation, controls, motor control center, emergency engine generator, irrigation pumps, sand filter pumps, blowers, aeration system and diffusers, plug valves, float valves, motor operated valves, chemical feed system, comminutor, sampling equipment, flow meter equipment and lift station equipment and alarms and associated equipment. Notwithstanding the foregoing, no Owner of a Building Site which is not served by the Wastewater Treatment Facilities shall be subject to assessment for any costs associated with the Wastewater Treatment Facilities.

3. EFFLUENT CONTROL. The Association shall have the authority to monitor via an independent laboratory the characteristics of the raw wastewater effluent of any Owner or Occupant. If the results of the monitoring indicates regular discharges with average BOD(5) in excess of 220 mg/l, total suspended solids in excess of 300 mg/l, or the presence of other hazardous or dangerous substances in excess of the recommended levels of the Illinois Environmental Protection Agency, or any other governmental agency having jurisdiction, the Association is authorized to require the responsible Owner or Occupant to install pre-treatment facilities entirely at the responsible party's expense to improve the wastewater effluent to acceptable standards.

D. RIGHTS OF VILLAGE TO MAINTAIN.

1. COMMON AREA MAINTENANCE. If an Owner or the Association shall not have exercised diligence in the care, maintenance, and appearance of the Common Areas, the Village may, but shall not be obligated to, at its sole discretion, upon thirty (30) days notice to such Owner or the Association, or, if the Village determines, in its discretion, that an emergency exists, with only such notice as it deems reasonable under the circumstances, enter upon such Common Areas and provide such care and maintenance as may be required to maintain said facilities. In the event the Village shall provide care and maintenance as provided herein, it shall have the option and discretion to assess and collect its costs from such Owner or from the Association and, in the event said Association refuses or is unable to act for any reason or has been dissolved by the State of Illinois, then, in that event, the Village shall at its sole option and discretion have the right to succeed to any and all of the rights and powers of assessment, lien, and enforcement contained in this Declaration or the Association By-Laws, if such By-Laws are in existence, and as granted herein to the Association and the Declarant.

2. BUILDING SITE MAINTENANCE. If any Owner shall not have exercised diligence in the care and maintenance of Drainage Easements and Storm and Sewer Easements located on its Building Site, the Village may, but shall not be obligated to, at its sole discretion, upon thirty (30) days notice to such Owner, enter upon said Owner's Building site for the purpose of providing such care and maintenance as the case may be required to maintain said facilities. In the event the Village shall provide care and maintenance as provided

herein, it shall have the option and discretion to assess and collect its costs from the Owner. If the Owner in question fails to pay the Village as herein provided, the Village shall have the same rights and powers of lien and enforcement granted to the Association by this Declaration or pursuant to its By-Laws, if such By-Laws are in existence, and as granted herein to the Declarant.

3. CONFLICTS. If the provisions of this Section VIII.D. conflict with any other provision of this Declaration, the provisions of this Section VIII.D. shall control.

VIII. RIGHT TO RESUBDIVIDE.

Once a Building Site has been purchased from Declarant, its successors or assigns, such Building Site shall be considered as a single unit and further subdivision of all or any portion of the Building Site is prohibited unless written approval is given by Declarant, and unless the Village approves said subdivision.

IX. RIGHT TO REPURCHASE.

A. In the event that any party (hereinafter the "Purchaser") who has purchased a Building Site from Declarant desires to sell or proposes to close a sale of such Building Site within two years after its purchase from Declarant, Declarant shall have a right to repurchase such Building Site on the terms and conditions hereinafter set forth. Purchaser shall notify Declarant in writing not less than 60 days prior to the closing of such proposed sale, which notice shall contain the name and address of the proposed purchaser and shall contain a copy of the proposed contract of sale including the terms and conditions of sale. Declarant shall have the right to repurchase the Building Site, which right shall be exercised by written notice to Purchaser within 30 days after

receipt of said notice from Purchaser on the following terms: (i) The price shall be the Repurchase Price (as hereinafter defined) plus or minus prorations of general real estate taxes, prepaid insurance premiums, utility charges and other similar proratable items; (ii) Purchaser shall convey good and marketable title to the Building Site to Declarant or its designee, subject only to those permitted exceptions (excluding acts of Purchaser) existing at closing of the transfer of the Building Site by Declarant to Purchaser and any acts of Declarant; (iii) closing of the repurchase shall be effected through an escrow; and (iv) Declarant and Purchaser shall share equally all costs of the escrow and title insurance in the amount of the Repurchase Price. The Repurchase Price shall be the purchase price paid by Purchaser to Declarant at the time of the purchase of the Building Site plus the cost of any improvements made by Purchaser to the Building Site following Purchaser's acquisition thereof, which costs shall be established by copies of paid bills delivered to Declarant at the time of giving of Purchaser's 60-day notice to Declarant. If Declarant notifies Purchaser within the aforesaid 30-day period of its election to repurchase the Building Site, then such repurchase shall be closed within 30 days after the giving of Declarant's notice of such election. In the event of Declarant's repurchase of the Building Site as provided herein, Purchaser agrees to reconvey the Building Site to Declarant in the same physical condition as at closing of its acquisition from Declarant, except for improvements or betterments made by Purchaser to the Building Site.

B. If Declarant gives written notice to Purchaser within said 30-day period that it does not elect to exercise said repurchase right, or if Declarant fails to give written notice to Purchaser during the 30-day period, then Purchaser may proceed to close the proposed sale; provided, however, that if Purchaser fails to close the proposed sale with the proposed purchaser at the purchase price and on the terms and conditions

contained in the aforesaid notice, the right of repurchase granted to Declarant herein shall remain in effect and shall be applicable to any subsequent proposed sale by Purchaser of the Building Site within the remainder of said 2-year period. If Purchaser so proceeds to close the proposed sale as aforesaid, upon Purchaser's written request Declarant will execute and deliver to Purchaser a release of Declarant's rights under this Section IX, which delivery may be conditioned upon closing of such sale.

C. For purposes of this paragraph, "sell" or "sale" means any sale, transfer or other voluntary conveyance of the Building Site, lease with an option to purchase the Building Site or any assignment (except for collateral purposes only) of all or any portion of the beneficial interest or power of direction under any trust which owns beneficial title to the Building Site for consideration but shall not include any bona fide transfer between related corporate entities or between family members or any transfer necessitated by the death of any individual Purchaser.

D. Declarant's right of repurchase under this Section shall be subordinated to the rights of the holder of any mortgage or trust deed hereafter placed upon the Building Site.

E. Any purported sale of the Building Site in violation of the provisions of this Section shall be null and void and of no force and effect. The deed to be delivered with respect to the sale of any Building Site by Declarant may contain provisions incorporating the foregoing right of repurchase.

F. In addition to the right of repurchase set forth above, in the event that the Purchaser shall have failed to substantially complete construction of a principal building on the Building Site within the 2-year period set forth above, Declarant shall

have the right to repurchase the Building Site, which right shall be exercisable by written notice to Purchaser within 30 days following the end of said 2-year period, in which event the repurchase shall take place on the terms set forth in Subsection A above.

X. DURATION OF RESTRICTIONS.

Each of the conditions, covenants and restrictions herein contained shall continue and be binding upon Declarant and upon its successors and assigns and upon each of them, and all parties and person claiming under Declarant, for a term of forty (40) years from the Date of this Amended and Restated Declaration of Protective Covenants for Continental Executive Parke, Vernon Hills, Illinois, unless, with the written approval of the Village, an instrument has been recorded, agreeing to terminate or amend this Declaration in whole or in part, as provided hereunder. The easements granted or reserved hereunder shall be perpetual.

XI. APPOINTMENT OF SUCCESSOR TO DECLARANT.

If Declarant transfers or leases all or substantially all of its then interest in the Property in a single transaction (which transfer shall be deemed to include a transfer resulting from foreclosure or deed in lieu of foreclosure), all of Declarant's rights under this Declaration shall be assigned to and assumed by such transferee or lessee. PCIG may, at any time, transfer all of its rights, duties and obligations under this Declaration, and upon such transfer the transferee shall be deemed the sole and only Declarant hereunder. Declarant may, at any time, transfer part or all of its rights, duties and obligations under this Declaration to the Association. Such transfer shall be effective and binding upon the Association as of the day it is notified of such transfer. The foregoing transfers and assignments shall be recorded in the Office of the Recorder

of Deeds for Lake County, Illinois. In the event Declarant or its duly designated successor shall no longer possess a fee simple interest in the Property, the rights and obligations of Declarant shall devolve to the Association.

XII. RESERVATION OF EASEMENTS FOR UTILITIES.

Non-exclusive easements for the benefit of Declarant are hereby declared in the designated set back areas between the building lines (designated on the Plat of Subdivision or in Village ordinances) and the boundaries of individual Building Sites as may be necessary or convenient for the purpose of erecting, constructing, maintaining and operating utility services over, across, under and through the Property (including but not limited to public service wiring, conduits or lighting, power and telephone lines, gas lines, sanitary sewer, storm sewer and water). Said easement may be assigned to the Village and the Association and to such appropriate public agencies and utilities as the Village may direct. No Buildings may be located upon said easement but, subject to the limitations of Village ordinances and this Declaration, landscaping, parking and access drives may be located thereon.

XIII. MISCELLANEOUS.

A. **APPLICABLE ORDINANCES.** All development of the Property shall comply with all applicable ordinances of the Village, as amended from time to time, including, but not limited to, Ordinance No. 639 and Exhibit E thereto, and with all laws and regulations of all other governmental agencies with jurisdiction as amended from time to time, over the Property.

B. INDEMNIFICATION.

1. Declarant shall indemnify the Village and save the Village harmless from and against any and all claims, actions, damages, liability and expense in connection with any loss of life, personal injury or damage to property arising from or out of any construction or other activities, acts or omissions by Declarant or its agents or employees on the Property or undertaken off the Property in furtherance of the development of the Property.

2. Declarant shall indemnify the Village and hold the Village harmless with respect to all expenses, including reasonable attorneys' fees, incurred in defense of any action against the Village in connection with any loss of life, personal injury or damage to property arising from or out of any construction or other activities, acts or omissions by Declarant or its agents or employees on the Property or undertaken off the Property in furtherance of the development of the Property.

3. Declarant shall include the Village as an additional insured on any and all policies of insurance purchased in conjunction with its construction activities on or around the Property.

4. For purposes of subparagraphs (1), (2) and (3) above, where the term Village is used, such term shall include the Village, its officers, agents and employees.

C. ROADWAY RESTRICTIONS. A ten (10) foot clear zone from back of curb shall be provided along Fairway Drive. No signs, conifers or other hazardous obstructions shall be permitted in this clear zone.

D. PARTIAL INVALIDITY. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any of the other portions, all of which shall remain in full force and effect.

E. INTERPRETATION. This Declaration shall be interpreted for the mutual benefit and protection of the Owners and tenants of Continental Executive Parke and of the general public interest and in furtherance of the basic goals of this Declaration. Any discrepancy, conflict or ambiguity which may be found herein shall be resolved and determined by Declarant and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such resolution and determination shall be final.

F. CAPTIONS. The table of contents, captions and organizational numbers and letters appearing in this Declaration are inserted only as a matter of convenience and neither in any way define, limit, construe or describe the scope or intent of this Declaration nor in any way modify or affect this Declaration.

G. GOVERNING LAW. This Declaration and the rights of the Owners of Continental Executive Parke hereunder shall be governed by the laws of the State of Illinois.

H. LIMITATION OF LIABILITY. Neither Declarant, the Village, their agents or employees nor any disclosed or undisclosed principal of Declarant shall have any personal liability with respect to any of the provisions of this Declaration or Continental Executive Parke, or shall be liable in damages or otherwise to anyone submitting plans, construction drawings or specifications for approval or making drawings or specifications for approval or making any other request of Declarant, or to any Owner, contractor, mortgagee, tenant or sub-tenant or other occupant of property in Continental

Executive Parke, by reason of any mistake in judgment, or any negligence or nonfeasance arising out of or in connection with (i) the approval or disapproval, or failure to approve or disapprove, any plans, construction drawings for specifications or other request; (ii) the enforcement or failure to enforce the terms of this Declaration; or (iii) the administration of this Declaration; and anyone who submits plans, construction drawings or specifications or any request to Declarant or the Village for approval, by the submission of such plans, construction drawings or specification or request, and any Owner, mortgagee, tenant, or sub-tenant, by acquiring title to or an interest in Continental Executive Parke or any part thereof, agrees, to the extent permitted by law, not to bring any action or suit to recover from any such damages against Declarant.

I. **AMENDMENTS.** The Association shall have and it is hereby granted, subject to the prior written approval of the Village, the power to terminate or to amend, modify, or otherwise alter this Declaration and each and all of the terms and provisions hereof and each and all of the rules, covenants, easements, agreements, and restrictions herein contained, at any time and from time to time, by action recommended by the Board of Directors and approved by the affirmative vote of members owning 75% of the property subjected to this Declaration, subject to the limitation that such action shall not cause the Common Areas, or any part thereof, to be in non-compliance with any zoning ordinance or other applicable law or governmental regulation. The Declarant hereby reserves the right to amend this Declaration at any time for the purpose of correcting clerical errors or of clarification of the terms of the Declaration without consent of any other party, provided said amendments do not constitute a material and substantial change to the Declaration. Anything herein to the contrary notwithstanding, no changes or amendments to this Declaration shall be effective without the prior written approval of the Village.

J. RECAPTURE AND VILLAGE CHARGES. Nothing contained in this Declaration shall in any manner limit the right of the Declarant to enter into and enforce Recapture Agreements with any person or entity, including but not limited to the Village or any other governmental authorities having jurisdiction over the subject matter of such agreements.

K. NOTICE. Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when delivered in person and receipted for or after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed, to an Owner, at its last known address as shown on the records of the Declarant or the Association and to the Association, at the address to which assessments are mailed.

L. EXCULPATION. Notwithstanding anything to the contrary contained herein, the liability of PCIG under this instrument shall be limited to that portion of the Property owned from time to time by PCIG, and neither of the joint venturers of PCIG, nor the respective partners, employees, directors, officers, principals, shareholders or venturers of PCIG or their respective joint venturers shall have any liability hereunder for failure by PCIG to perform any of its obligations under this instrument.

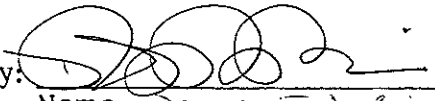
IN WITNESS WHEREOF, the undersigned have caused these presents to be duly executed under seal this 25th day of April, 1991 .

DECLARANT:

THE PRENTISS/COPLEY INVESTMENT GROUP, a Delaware joint venture

By: PRENTISS PROPERTY INVESTMENTS, L.P., a Delaware limited partnership, its managing general partner

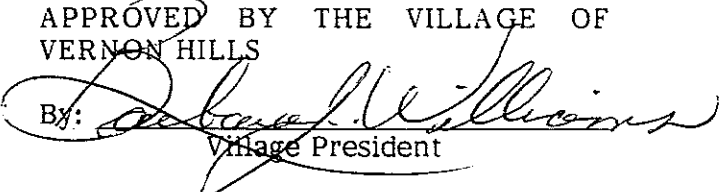
By: PRENTISS PROPERTY INVESTMENTS, INC., a Delaware corporation, its general partner

By: 
Name: Dennis J. DeB. S.
Its: Manager

ATTEST:


VILLAGE CLERK

APPROVED BY THE VILLAGE OF VERNON HILLS

By: 
Village President

CONSENT AND SUBORDINATION

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned as Mortgagee of the portions of real estate legally described on Exhibit A hereto under the terms of:

- (i) a Construction Mortgage, Security Agreement and Assignment of Rents dated July 26, 1988 and recorded July 26, 1988 with the Recorder of Deeds of Lake County, Illinois (the "Recorder") as Document No. 2705700, as amended,
- (ii) a Construction Mortgage, Security Agreement, and Assignment of Rents dated May 15, 1989 and recorded May 18, 1989 with the Recorder as Document No. 2793533,
- (iii) a Construction Mortgage, Security Agreement, and Assignment of Rents dated July 31, 1989 and recorded August 3, 1989 with the Recorder as Document No. 2817333, and
- (iv) a Construction Mortgage, Security Agreement, and Assignment of Rents dated July 31, 1989 and recorded August 3, 1989 as Document No. 2817329 (all of the foregoing mortgages are collectively referred to herein as the "Mortgage"),

hereby joins in the execution of that certain Amended and Restated Declaration of Protective Covenants for Continental Executive Parke, Vernon Hills, Illinois, dated April 25, 1991 (the "Declaration"), and further acknowledges and agrees that all of its rights, title and interest under said Mortgage is and shall be subject and subordinate in all respects to the easements, covenants and agreements set forth in the Declaration.

IN WITNESS WHEREOF, the party hereto has executed this Agreement this 26th day of April, 1991.

WELLS FARGO REALTY ADVISORS FUNDING, INCORPORATED

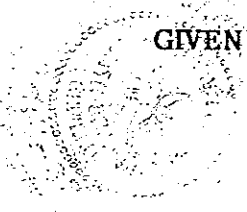
By: Wells Fargo Realty Advisors
Incorporated, as agent

By: [Signature]
Its: Vice President

ATTEST:
By: [Signature]
Its: ASSISTANT SECRETARY

STATE OF)
) SS
COUNTY OF)

I, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Dennis Dubola, Principal of Prentiss Property Investments, Inc. a Delaware corporation, said corporation being a general partner of Prentiss Property Investments, L.P., a Delaware limited partnership, said limited partnership being a joint venturer of The Prentiss/Copley Investment Group, a Delaware joint venture, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Principal, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 25th day of April, A.D., 1991.

Carla Meats
Notary Public

My Commission Expires: 6/23/93

3014689

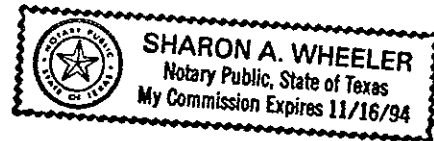
53

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me on April 26th, 1991, by Anita S. Kendrick and Kevin B. Meeks, Assistant Secretary and Vice President, respectively, of Wells Fargo Realty Advisors, Incorporated, a Colorado corporation, as agent for Wells Fargo Realty Advisors Funding, Incorporated, on behalf of the corporation.

Sharon A. Wheeler
Notary Public in and for the
State of Texas

My Commission Expires: 11/16/94



3014689

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EXHIBIT A

Property

PARCEL ONE

THAT PART OF SECTIONS 3, 4, 9 AND 10, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE AND 741.90 FEET (MEASURED) EAST OF THE NORTH WEST CORNER OF SAID SECTION 4; SAID POINT BEING ON THE CENTER LINE OF SEAVEY SLOUGH DRAINAGE DITCH PER DOCUMENT 133623 AS MONUMENTED; THENCE SOUTH 15 DEGREES 40 MINUTES 34 SECONDS EAST ALONG SAID CENTER LINE, 1057.44 FEET (MEASURED) TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE, BEING A CURVE CONCAVE TO THE NORTH EAST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 322.40 FEET (MEASURED) AN ARC LENGTH OF 346.39 FEET (MEASURED) TO A POINT OF TANGENCY; THENCE SOUTH 77 DEGREES 14 MINUTES 04 SECONDS EAST, ALONG SAID CENTER LINE, TANGENT TO THE LAST DESCRIBED COURSE, 362.72 FEET (MEASURED) TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE, BEING A CURVE CONCAVE TO THE SOUTH WEST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 240.50 FEET (MEASURED), AN ARC LENGTH OF 233.79 FEET (MEASURED) TO A POINT OF TANGENCY; THENCE SOUTH 21 DEGREES 32 MINUTES 11 SECONDS EAST ALONG SAID CENTER LINE, TANGENT TO THE LAST DESCRIBED COURSE, 936.01 FEET (MEASURED) TO A POINT THAT IS 527.69 FEET (MEASURED) WEST OF THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 4; THENCE SOUTH 1 DEGREE 19 MINUTES 15 SECONDS EAST, ALONG SAID CENTER LINE, 1342.66 FEET (MEASURED) TO A POINT OF CURVATURE OF SAID CENTER LINE THAT IS 497.35 FEET (MEASURED) WEST OF THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 4; THENCE SOUTHWESTERLY, ALONG SAID CENTER LINE, BEING A CURVE CONCAVE TO THE WEST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 469.80 FEET (MEASURED), AN ARC LENGTH OF 259.39 FEET (MEASURED) TO A POINT OF TANGENCY; THENCE SOUTH 30 DEGREES 20 MINUTES 10 SECONDS WEST, ALONG SAID CENTER LINE TANGENT TO THE LAST DESCRIBED COURSE, 604.14 FEET; THENCE SOUTH 41 DEGREES 26 MINUTES 40 SECONDS EAST 554.39 FEET (MEASURED); THENCE SOUTH 31 DEGREES 41 MINUTES 39 SECONDS EAST, 145.58 FEET (MEASURED); THENCE SOUTH 16 DEGREES 17 MINUTES 04 SECONDS WEST, 149.75 FEET (MEASURED) TO THE SOUTH LINE OF SECTION 4; SAID LINE ALSO BEING THE NORTH LINE OF UNITED STATES NAVAL AIR FIELD OUTLYING (LIBERTYVILLE) FIELD NUMBER 32111 AS MONUMENTED BY THE NAVY; THENCE NORTH 89 DEGREES 45 MINUTES 20 SECONDS EAST, ALONG SAID LINE, 465.81 FEET (MEASURED) TO THE SOUTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 4; THENCE NORTH 89 DEGREES 53 MINUTES 54 SECONDS EAST, ALONG SAID SECTION LINE AND NORTH LINE OF SAID UNITED STATES NAVAL AIR FIELD OUTLYING (LIBERTYVILLE) FIELD NUMBER 32111, 2159.21 FEET (MEASURED) TO THE NORTH EAST CORNER OF SAID OUTLYING (LIBERTYVILLE) FIELD NUMBER 32111, AS MONUMENTED BY THE NAVY; THENCE SOUTH 0 DEGREES 04 MINUTES 28 SECONDS EAST, ALONG THE EAST LINE OF SAID OUTLYING (LIBERTYVILLE) FIELD NUMBER 32111, AS MONUMENTED BY THE NAVY, 1597.53 FT (MEASURED) TO A LINE PARALLEL WITH AND 1597.86 FEET (MEASURED ALONG THE EAST LINE OF THE NORTH EAST 1/4 OF SECTION 9) SOUTH OF THE NORTH LINE OF SECTION 9; THENCE NORTH 89 DEGREES 53 MINUTES 54 SECONDS EAST, PARALLEL WITH THE

NORTH LINE OF SAID SECTION 9, A DISTANCE OF 500.27 FEET (MEASURED) TO THE EAST LINE OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 17 MINUTES 52 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SECTION 10, A DISTANCE OF 1320.00 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 03 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SECTION 10, A DISTANCE OF 5.09 FEET (MEASURED) TO A LINE PARALLEL WITH AND 1602.48 FEET (MEASURED ALONG THE EAST LINE OF THE NORTH WEST 1/4 OF SECTION 10) SOUTH OF THE NORTH LINE OF SECTION 10; THENCE SOUTH 89 DEGREES 17 MINUTES 52 SECONDS EAST PARALLEL WITH SAID NORTH LINE OF SECTION 10, A DISTANCE OF 482.42 FEET (MEASURED) TO THE CENTER LINE OF MILWAUKEE AVENUE, AS FORMERLY MONUMENTED; THENCE NORTH 20 DEGREES 17 MINUTES 40 SECONDS WEST, 2116.52 FEET (MEASURED) TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG SAID CENTER LINE, BEING A CURVE CONCAVE TO THE EAST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 3819.79 FEET (MEASURED) AN ARC LENGTH OF 520.84 FEET (MEASURED) TO A POINT OF TANGENCY; THENCE NORTH 12 DEGREES 28 MINUTES 55 SECONDS WEST, ALONG SAID CENTER LINE TANGENT TO THE LAST DESCRIBED COURSE, 1558.67 FEET (MEASURED) TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG SAID CENTER LINE, BEING A CURVE CONCAVE TO THE EAST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 22164.25 FEET (MEASURED), AN ARC LENGTH OF 553.18 FEET (MEASURED) TO A POINT OF TANGENCY; THENCE NORTH 11 DEGREES 03 MINUTES 07 SECONDS WEST, ALONG SAID CENTER LINE, TANGENT TO THE LAST DESCRIBED COURSE, 556.54 FEET (MEASURED) TO A POINT OF CURVATURE; THENCE NORTHERLY, ALONG SAID CENTER LINE, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 11686.41 FEET (MEASURED), A CHORD BEARING OF NORTH 9 DEGREES 40 MINUTES 34 SECONDS WEST, AND A CHORD DISTANCE OF 561.21 FEET (MEASURED) AN ARC LENGTH OF 561.26 FEET (MEASURED) TO THE SOUTH LINE OF HAWTHORN HILLS FASHION SQUARE, PER DOCUMENT 2467230, EXTENDED EAST; THENCE SOUTH 88 DEGREES 32 MINUTES 23 SECONDS WEST, ALONG THE EXTENSION OF, AND THE SOUTH LINE OF SAID HAWTHORN HILLS FASHION SQUARE, AS MONUMENTED, 1081.05 FEET (MEASURED) TO THE SOUTH WEST CORNER THEREOF; THENCE NORTH 1 DEGREE 52 MINUTES 11 SECONDS WEST, ALONG THE WEST LINE OF HAWTHORN HILLS FASHION SQUARE PER DOCUMENT 2467230, AND SAID LINE EXTENDED NORTH, 1158.60 FEET (MEASURED) TO THE CENTER LINE OF ROUTE 60 (FORMERLY DIAMOND LAKE AND LAKE FOREST ROAD); THENCE WESTERLY ALONG SAID CENTER LINE, BEING A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 57295.80 FEET (MEASURED), A CHORD BEARING OF SOUTH 88 DEGREES 50 MINUTES 14 SECONDS WEST, AND A CHORD OF 867.79 FEET (MEASURED), AN ARC LENGTH OF 867.80 FEET (MEASURED) TO ITS INTERSECTION WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 54 MINUTES 17 SECONDS WEST, ALONG SAID SECTION LINE, 948.42 FEET (MEASURED) TO THE NORTH EAST CORNER OF THE NORTH WEST 1/4 OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 54 MINUTES 28 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 1919.45 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS, EXCEPT THOSE PORTIONS TAKEN FOR ROADWAY PURPOSES PER DOCUMENT 339739, AND DOCUMENT 1072080, AND EXCEPT THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF

FEDERAL AID ROUTE 22 (MILWAUKEE ROAD) WITH THE CENTER LINE OF ILLINOIS ROUTE 59A; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID ROAD FOR A DISTANCE OF 1484.0 FEET TO A POINT; THENCE WESTERLY ON A NORMAL LINE TO SAID CENTER LINE FOR A DISTANCE OF 40.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY FOR A DISTANCE OF 811.92 FEET TO A POINT THAT IS 50.0 FEET DISTANT FROM SAID CENTER LINE AS MEASURED ON A NORMAL LINE TO SAID CENTER LINE; THENCE EASTERLY ALONG SAID NORMAL LINE FOR A DISTANCE OF 10.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL AND CONCENTRIC WITH SAID CENTER LINE TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS, AND EXCEPT LOTS 1, 2, 3, 7, 8 AND 9 IN CONTINENTAL EXECUTIVE PARKE RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 6 IN CONTINENTAL EXECUTIVE PARKE-PHASE I, A SUBDIVISION OF PART OF SECTIONS 3 AND 4, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 1989, AS DOCUMENT 2784615 IN LAKE COUNTY, ILLINOIS.

PARCEL TWO

THAT PART OF THE NORTH EAST 1/4 OF SECTION 9 AND THE NORTH WEST 1/4 OF SECTION 10, BOTH IN TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF THE U. S. NAVAL AIR FIELD OUTLYING (LIBERTYVILLE) FIELD NUMBER 32111, AS MONUMENTED BY THE NAVY; THENCE SOUTH 00 DEGREES 04 MINUTES 28 SECONDS EAST, ALONG THE EAST LINE OF SAID OUTLYING (LIBERTYVILLE) FIELD NUMBER 32111, AS MONUMENTED BY THE NAVY, 1597.53 FEET (MEASURED) TO A LINE PARALLEL WITH AND 1597.86 FEET (MEASURED) ALONG THE EAST LINE OF THE NORTH EAST 1/4 OF SECTION 9) SOUTH OF THE NORTH LINE OF SECTION 9 FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 54 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 500.27 FEET (MEASURED) TO THE EAST LINE OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 17 MINUTES 52 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SECTION 10, A DISTANCE OF 1320.00 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 03 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SECTION 10, A DISTANCE OF 5.09 FEET (MEASURED) TO A LINE PARALLEL WITH AND 1602.48 FEET MEASURED ALONG THE EAST LINE OF THE NORTH WEST 1/4 OF SECTION 10) SOUTH OF THE NORTH LINE OF SECTION 10; THENCE SOUTH 89 DEGREES 17 MINUTES 52 SECONDS EAST, PARALLEL WITH SAID NORTH LINE OF SECTION 10, A DISTANCE OF 428.86 FEET TO A POINT THAT IS 50.0 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF MILWAUKEE AVENUE; THENCE SOUTH 19 DEGREES 52 MINUTES 24 SECONDS EAST, 16.14 FEET TO THE NORTH EAST CORNER OF LOT 1, IN ROBERT BARTLETT'S WOODBINE ESTATES, RECORDED AS DOCUMENT NUMBER 624162 IN LAKE COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 15 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION AS MONUMENTED AND OCCUPIED, 1754.49 FEET TO A FOUND IRON PIPE IN CONCRETE ON THE WEST LINE OF SAID SECTION 10; THENCE NORTH 89 DEGREES 27 MINUTES 43 SECONDS WEST, ALONG THE NORTH LINE OF SAID ROBERT BARTLETT'S WOODBINE ESTATES AS MONUMENTED AND OCCUPIED, 495.66 FEET TO THE NORTH WEST CORNER OF SAID SUBDIVISION; THENCE NORTH 89 DEGREES 27 MINUTES 43 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF SAID NORTH LINE, 4.49 FEET TO THE EAST LINE OF SAID U. S. NAVAL AIR FIELD OUTLYING (LIBERTYVILLE) FIELD NUMBER 32111; THENCE NORTH 00 DEGREES 04 MINUTES 28 SECONDS WEST, ALONG SAID LINE 13.59 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

