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THIS INSTRUMENT PREPARED BY  
and after recording return to:

Michael McGurn  
General Counsel  
Montalbano Builders, Inc.  
2208 Midwest Road  
Oak Brook, IL 60523  
Phone: (630) 481-4200  
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551625 ①

200600008238  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
03-20-2006 At 01:39 pm.  
AGREEMENT 39.00  
RHSP Surcharge 10.00

### MAINTENANCE AGREEMENT

The Agreement is made and entered into this 10<sup>th</sup> day of March 2006, by and between Montalbano Builders, Inc., Midwest Bank and Trust Company, as Trustee under Trust Agreement dated November 17, 2003 and known as Trust 03-1-8194 (collectively referred to as the "Owners") and Windsor Ridge Condominium Owners' Association ("Windsor Ridge Condominium Association") and Windsor Ridge Homeowners' Association ("Windsor Ridge HOA").

WHEREAS, Montalbano Builders, Inc. ("Montalbano") is the owner of that portion of the Windsor Ridge Subdivision legally described on Exhibit A;

WHEREAS, Midwest Bank and Trust Company, as Trustee under Trust Agreement dated November 17, 2003 and known as Trust 03-1-8194 ("Midwest Bank Trust 03-1-8194") is the owner of that portion of the Windsor Ridge Subdivision legally described on Exhibit A;

WHEREAS, the single-family portion of the subdivision is subject to the Windsor Ridge Homeowners Association Declaration of Covenants, Conditions and Restrictions, which are administered by the Windsor Ridge Homeowners' Association, which will have 157 members;

WHEREAS, the townhome portion of the subdivision is subject to the Windsor Ridge Condominium Declaration of Condominium Ownership, which is administered by the Windsor Ridge Condominium Owners' Association, which will have 64 members;

WHEREAS, both the townhome and single-family portions of the subdivision utilize lots 181 and 182 for stormwater detention, which is currently owned by Montalbano;

WHEREAS, the parties hereto wish to provide for the common maintenance of Lots 181 and 182 for the benefit of all of the owners of property in the Windsor Ridge Subdivision.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, it is hereby agreed as follows:

1. Maintenance. The parties agree that Lots 181 and 182 and the subdivision gatehouse shall be maintained by the Windsor Ridge HOA. Prior to December 1 of each year, the Windsor Ridge HOA will estimate the costs of maintenance, repairs and/or replacement of any and all improvements and landscaping located on Lots 181 and 182 and the subdivision gatehouse ("Subdivision Common Areas") (including the subdivision monument). The Windsor Ridge HOA shall inform the Windsor Ridge Condominium Association of the projected annual costs associated with the maintenance, repair and/or replacement of the subdivision common areas. The Windsor Ridge HOA shall have authority to hire contractors to maintain repair and/or replace the improvements and landscaping. In addition, the Windsor Ridge HOA shall obtain insurance coverage naming both the Windsor Ridge HOA and the Windsor Ridge Condominium Association as insureds.
2. Cost Allocation. Each single-family lot and townhome unit shall be charged with its pro rata share of the Subdivision Common Area Maintenance and Insurance costs upon being subject to the applicable association declarations of covenants, conditions and restrictions and the payment of dues thereunder. The relative cost share allocation by each association shall be as follows:

Windsor Ridge Condominium Association	29%
Windsor Ridge HOA	71%
Total	100%

The Windsor Ridge Condominium Association shall remit its share of the costs on a quarterly basis.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**MONTALBANO BUILDERS, INC.**

by: Anthony Montalto  
 its: President

**WINDSOR RIDGE CONDOMINIUM OWNERS ASSOCIATION**

by: Thomas F. Dasse  
 President

**MIDWEST BANK AND TRUST COMPANY,**  
 as Trustee as aforesaid, and not personally.

by: Lynne A. Hooper  
 Trust Officer

Attest: [Signature]  
 Trust Administrator  
**SEE EXCULPATORY RIDER ATTACHED TO AND MADE PART HEREOF.**  
**WINDSOR RIDGE HOMEOWNERS ASSOCIATION**

by: Thomas F. Dasse  
 President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, Grace Bochenski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony Montalbano, President and Secretary of, personally known to me to be the Montalbano Builders, Inc. an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that he signed and delivered the said instrument as President and Secretary of said Corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of March, 2006.



Grace Bochenski  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, Grace Bochenski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tom Hesse, President and Secretary of, personally known to me to be the Windsor Ridge Homeowners Association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that he signed and delivered the said instrument as President and Secretary of said Corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of March, 2006.

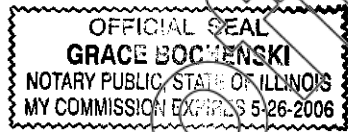


Grace Bochenski  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, Grace Bochenski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tom Hesse, President and Secretary of, personally known to me to be the Windsor Ridge Condominium Owners Association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that he signed and delivered the said instrument as President and Secretary of said Corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

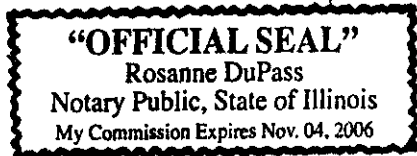
GIVEN under my hand and Notarial Seal this 13th day of March, 2006.



Grace Bochenski  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Laurel D. Thorge, Trust Officer of Midwest Bank and Trust Company, as Successor Trustee to Midwest Trust Services, Inc. a corporation, and Janita Chandler, Trust Administrator personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee for the uses and purposes, therein set forth and the said Trust Officer of said corporation did also then and there acknowledge that he/she as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 10th day of March, 2006.



Rosanne DuPass  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION FOR LAND OWNED BY MONTALBANO BUILDERS, INC.**

LOTS 1 THROUGH 38, BOTH INCLUSIVE, 59 THROUGH 82, BOTH INCLUSIVE, 89 THROUGH 105, BOTH INCLUSIVE, 130 THROUGH 136, BOTH INCLUSIVE, 139 THROUGH 151, BOTH INCLUSIVE, LOT 153, 154, 161 THROUGH 179, BOTH INCLUSIVE, 181 AND 182, IN WINDSOR RIDGE SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF SECTION 35, IN TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 6, 2005 AS DOCUMENT NUMBER 200500030871, IN KENDALL COUNTY, ILLINOIS.

**LEGAL DESCRIPTION FOR LAND OWNED BY MBC III, LLC**

LOTS 39 THROUGH 58, BOTH INCLUSIVE, 83 THROUGH 88 BOTH INCLUSIVE, 106 THROUGH 129, BOTH INCLUSIVE, LOTS 137, 138, 152 AND LOTS 155 THROUGH 160, BOTH INCLUSIVE IN WINDSOR RIDGE SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF SECTION 35, IN TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 6, 2005 AS DOCUMENT NUMBER 200500030871, IN KENDALL COUNTY, ILLINOIS.

PIN# 06-35-30-003

## EXCULPATORY RIDER

Midwest Bank and Trust Company, as Trustee executes this **Maintenance Agreement** under the provisions of Trust Agreement dated November 17, 2003, and known as Trust Number 03-1-8194, not personally but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon written direction of the beneficiaries and/or holders of the power of direction of said Trust and Midwest Bank and Trust warranties that is possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representation, warranties covenants, undertakings and agreements herein; made on the part of the trustee while in form purporting to be the said representation, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Midwest Bank and Trust Company in its individual capacity, but are made and intended solely for the purpose of binding only the Trust property specifically described herein. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Midwest Bank and Trust Company on account of any representations, warranties, covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and releases, and any liability hereunder being specifically limited to the Trust Assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted; nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.