

# UNOFFICIAL COPY

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2001-01-02 11:09:05  
Cook County Recorder 55.00

This Instrument Prepared By and to  
be Returned After Recording to:

Bruce D. Loring, Esq.  
Piper Marbury Rudnick & Wolfe  
203 North LaSalle Street  
Chicago, Illinois 60601



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## THE ARBOR CLUB LETTER OF AWARENESS

Purchaser: James T. McGuire & Lorraine M. McGuire

Purchased Unit: 20-1-713 in Building No. 20

Seller: Arbor Club L.L.C.

**THIS LETTER OF AWARENESS** (this "Letter"), has been executed on December 13, 2000, by **ARBOR CLUB L.L.C.**, an Illinois limited liability company ("Seller"), and James T. McGuire & Lorraine M. McGuire (individually or if more than one person, collectively, "Purchaser").

### RECITALS

A. Seller and Purchaser have entered into a Condominium Purchase Agreement (the "Purchase Agreement") dated April 21, 2000, with respect to the condominium unit, identified as 20-1-713 (the "Purchased Unit") in Building No. 20 and legally described as follows:

#### [INSERT LEGAL DESCRIPTION]

The Purchased Unit is a part of the condominium project being constructed by Seller commonly known as The Arbor Club (the "Development"). The Development is situated in Elk Grove Village, Illinois.

Permanent Tax Index Number: \_\_\_\_\_

Address of Property: 1080 Savoy Court  
Elk Grove Village, Illinois 60007

B. In the Purchase Agreement, Purchaser acknowledged that, prior to executing the Purchase Agreement, Seller had made disclosures to Purchaser concerning the close proximity of the Development to the I-290 Expressway/Illinois State Route 53 (the "Expressway") and that neither Seller, the Village of Elk Grove Village (the "Village") nor any other governmental body will be constructing sound barrier walls to insulate the Development from noise generated by the

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Expressway. In the Purchase Agreement, Seller also disclosed to Purchaser that a "sound attenuation/insulation" package would be available to Purchaser as an option to be installed in the Purchased Unit, at Purchaser's expense, and that this Letter would be recorded against title to the Purchased Unit.

**NOW, THEREFORE**, in consideration of the provisions, conditions, covenants and acknowledgments set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser hereby acknowledges as follows:

1. **Purchaser's Acknowledgment of Disclosure.** That, prior to entering into the Purchase Agreement, Seller disclosed to Purchaser and Purchaser understood as follows:
  - a. That the Development is in close proximity to the Expressway;
  - b. That a cedar stockade fence and/or berm is to be constructed by Seller as required by the Village:
    - (i) along certain portions (but not all) of the western boundary of the Development that is adjacent to the Expressway; and
    - (ii) along the entirety of the northern boundary of the Development;
  - c. That Seller has made available to Purchaser a "sound attenuation/insulation" package as an option to be added to the Purchased Unit, at Purchaser's expense, in connection with the purchase and construction of the Purchased Unit;
  - d. That neither Seller, the Village or any other governmental body has any plan or intent to erect any form of sound barrier along the eastern boundary of the Expressway where it is adjacent to the western boundary of the Development and neither Seller nor the Village has made any representations, orally or in writing, regarding the erection or construction of any such sound barrier; and
  - e. At the closing of the Purchased Unit, and as a condition precedent to such closing, Purchaser would be required to execute this Letter that this Letter would be recorded against title to the Purchased Unit and that it would be binding on Purchaser and Purchaser's successors and assigns.

2. **Recording; Binding Effect.** That this Letter shall be placed of record and recorded against title to the Purchased Unit, that the disclosures and acknowledgments set forth herein shall be binding upon and inure to the benefit of, to the extent provided herein, all parties having or hereafter acquiring any right, title or interest in or to any portion of, or interest or estate in, the Purchased Unit, including, but not limited to, all heirs, administrators, successors and assigns of Purchaser, and that the foregoing shall run with the land.

IN WITNESS WHEREOF, the undersigned have executed this Letter as of the date first written above.

**PURCHASER:**

James T. Mc Guire  
Name

Louaine M. Mc Guire  
Name

**ACKNOWLEDGMENT** of Purchaser's execution of this Letter and authorization to record:

**SELLER:**

**ARBOR CLUB L.L.C.**, an Illinois limited liability company

By: A.C. Homes Corporation VIII  
Its: Managing Member

By: [Signature]

Its: President

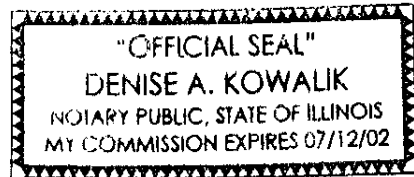
Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Denise A. Kowalik, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that James T. McGuire & Lorraine M. McGuire, who is(are) personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as his/her/their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13<sup>th</sup> day of December, 2000.

Denise A Kowalik  
Notary Public

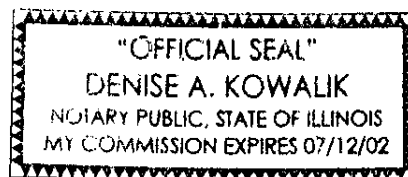


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Denise A. Kowalik, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Wayne Moretti, President of **CONCORD DEVELOPMENT CORPORATION OF ILLINOIS**, a Delaware corporation, as sole managing member of **ARBOR CLUB L.L.C.**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, as managing member of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13<sup>th</sup> day of December, 2000.

Denise A Kowalik  
Notary Public



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**CHICAGO TITLE INSURANCE COMPANY**

**ORDER NUMBER:** 1409 007894055 AH

**STREET ADDRESS:** 1080 SAVOY COURT

BLDG.20-1-713-1080

**CITY:** ELK GROVE VILLAGE

**COUNTY:** COOK

**TAX NUMBER:** 08-31-400-059-0000

**LEGAL DESCRIPTION:**

UNIT 20-1-713-1080 IN THE ARBOR CLUB CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 20 AND 21 IN THE FINAL PLAT OF THE ARBOR CLUB SUBDIVISION, BEING A RESUBDIVISION OF LOT 36 IN TALBOT'S MILL, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 31 AND PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF ARBOR CLUB SUBDIVISION RECORDED OCTOBER 19, 2000 AS DOCUMENT NO. 00820625, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 00820625, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

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