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EXHIBIT

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DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE WEST SURF HOMEOWNERS ASSOCIATION

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Matthew B. Brotschul, Esq.
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Suite 3000
Chicago, Illinois 60606

**PERMANENT REAL ESTATE
INDEX NUMBERS:**

14-30-223-135-0000
14-30-223-040-0000

PROPERTY ADDRESS:

2900 N. PAULINA
CHICAGO, ILLINOIS 60657

RECORDING FEE 114-
DATE 5-21-03 COPIES 6
OK BY [Signature] 46p65

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DECLARATION OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE WEST SURF HOMEOWNERS ASSOCIATION

THIS DECLARATION (the "Declaration") is made and entered into this 7th day of May, 2003, by **Paulina Venture I, LLC**, an Illinois limited liability company (the "Declarant").

WHEREAS, the Declarant is the owner in fee simple of certain Property (defined below) in the City of Chicago County of Cook and State of Illinois; and

WHEREAS, the Declarant desires to provide for the preservation of the value and the harmonious, beneficial, and proper use of the Property and, to this end, the Declarant desires to subject the Property to the rights, easements, covenants, restrictions, charges, and liens hereinafter set forth; and,

WHEREAS, the Declarant intends that the several owners of the Property, their successors and assigns, and their mortgagees, guests, and invitees shall at all times enjoy the benefit of, and that the several owners of and all persons hereafter acquiring an interest in the Property hold their interests subject to, the terms of this Declaration, all of which are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of such Property.

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, conveyed, occupied, and encumbered subject to the rights, easements, covenants, restrictions, charges, and liens hereinafter set forth, each and all of which shall, with respect to the Property, attach to and constitute covenants running with the land.

ARTICLE I

Definitions

Definitions. The following terms shall have the following meanings.

(a) Association. The West Surf Homeowners Association (the "Association"), an Illinois not-for-profit corporation, and its successors and assigns, the Articles of Incorporation of which are attached as Exhibit A hereto (the "Articles of Incorporation").

(b) Board. The Board of Directors of the Association.

(c) By-Laws. The By-laws of the Association, a copy of which are attached as Exhibit B hereto.

(d) Common Area. All property, real or personal, owned by the Association, which shall include, without limitation, the real estate described in Exhibit C hereto and any roads, curbs, gutters, shared driveways, retaining walls and landscaping located thereon. The real estate included in the Common Area is depicted and so labeled on the attached Site Plan and includes, inter alia, Lot 18 on the Plat of Subdivision.

(e) Easement Parcels. Individually and collectively those portions of the Parcels depicted on the attached Site Plan as Easement Parcels and more particularly described as (i) the northern

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most thirteen (13) feet of Parcels 1-8 (inclusive); (ii) the southern most thirteen (13) feet of Parcels 9-17 (inclusive); (iii) the eastern most three (3) feet of Parcel 6; (iv) the eastern most three (3) feet of Parcel 1; and (v) the eastern most four (4) feet of Parcel 17.

(f) Improvement. Any structure constructed or erected on the Property after the date hereof for which the City of Chicago requires the issuance of a building permit, and in addition, any ancillary facilities such as garages or parking areas, driveways, curbs, fences, and sidewalks and landscaping for the remaining portion of the Parcels or Common Area, as the case may be, not occupied by such Improvements and their ancillary facilities.

(g) Maintenance Fund. All monies collected by the Association pursuant to the terms hereof.

(h) Member. Each person or entity who is a member of the Association, as provided in the By-laws.

(i) Parcel. Those certain seventeen (17) portions of the Property which are depicted as Parcels on the attached Site Plan, shown as Lots 1 thru 17 (inclusive) on the Plat of Subdivision, and legally described in Exhibit D attached hereto. Each Parcel (or combination of Parcels) has been designated to be improved with a single family residence.

(j) Parcel Owner. The person or persons whose estate or interests, individually or collectively, aggregate fee simple ownership of a Parcel.

(k) Percentage Interest. The interest assigned to each Parcel as set forth on Exhibit E hereto.

(l) Person. A natural person, corporation, partnership, trustee, limited liability company or other entity capable of holding title to real property.

(m) Plat of Subdivision. The plat to be filed by the Declarant after receipt of the necessary approvals from the City of Chicago, which shall create the Columbia Place Subdivision, consisting of, inter alia, seventeen (17) single family lots and a common drive.

(n) Property. The real estate, legally described on Exhibit F attached hereto and depicted on the attached Site Plan attached hereto, which encompasses both the Common Area and the Parcels.

(o) PD. That certain Residential Planned Development Number 839 adopted by the City Council of the City of Chicago on September 4, 2002.

(p) Site Plan. The Site Plan of the Property attached hereto as Exhibit G, on which are depicted the Common Area, the Parcels, and the Easement Parcels.

ARTICLE II

Building Restrictions

2.1. All Parcels or combination of Parcels shall be used for single-family residences and for no other purposes. Each Parcel Owner and all Improvements shall comply with the PD, this Declaration, and all applicable governmental codes, laws, ordinances, orders, rules and regulations.

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- 2.2. The Parcels and Common Area shall be subject to the following regulations:
- (a) No passenger automobiles or other vehicles may, at any time, be parked in the Common Area. No boats, trailers, trucks, motorcycles, motor scooters, recreational vehicles, campers, or vehicles bearing signs on their exteriors or other vehicles or property of any kind shall be parked or stored anywhere on the Property (including the Parcels) visible from the Common Area unless expressly permitted by such rules and regulations as may be adopted by the Board.
 - (b) No Parcel Owner shall permit anything to be done or kept on his Parcel or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area Improvements or which would be in violation of any law, nor shall any waste be committed in the Common Area.
 - (c) No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Parcel or within the confines of any Improvement thereon. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.
 - (d) No noxious or offensive activity shall be conducted on any Parcel or in the Common Area nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Parcel Owners or occupants.
 - (e) Except as constructed or altered by or with the permission of the Declarant, nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board.
 - (f) All Improvements shall be constructed in accordance with the terms and conditions set forth in the PD.
 - (g) The erection of any communication antennae, communication dishes or discs, or similar devices shall be not allowed on the Parcels; provided, however, (i) simple television mast antennae may be located on the roof of an Improvement and (ii) satellite dishes or discs with a diameter of three (3) feet or less are permitted on the roof at the rear of an Improvement. Parcel Owners shall use their reasonable best efforts so that such permitted dishes, discs and/or antennae cannot be seen from the Common Area.
 - (h) All trash, garbage, lawn refuse and the like shall be kept and stored (except on the day on which it shall be collected by an appropriate waste collection entity) out of plain sight and in either an Improvement or in an enclosure designed specifically to house such items.
 - (i) No Improvement constructed on the Property shall have a height exceeding forty-one feet nine inches (41'9").
 - (j) Subject to Section 2.2(k); Section 2.2 (l); and Section 2.2(m), with respect to Parcels 1 thru 7 (inclusive) and Parcels 10 thru 16 (inclusive), no building, or the vertical plane of any portion of a building, shall be constructed within three feet

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(3') of the east property line or within one (1') foot of the west property line of any such Parcel, except that, in the case of two or more contiguous Parcels upon which one Improvement is to be constructed, the three foot side yard restriction shall only apply to the Parcel lying farthest to the east and the one foot side yard restriction shall only apply to the Parcel lying farthest to the west.

- (k) Notwithstanding anything contained herein, with respect to Parcel 8, no building, or the vertical plane of any portion of a building, shall be constructed within three (3') feet of the east property line of the Parcel; provided however, that, in the case one Improvement is to be constructed over Parcel 7 and Parcel 8, the three foot side yard restriction shall not be applicable to Parcel 8 and the one foot side yard restriction (as set forth in Section 2.2(j)) shall not be applicable to Parcel 7.
- (l) Notwithstanding anything contained herein, with respect to Parcel 9, no building, or the vertical plane of any portion of a building, shall be constructed within three (3') feet of the east property line of the Parcel; provided however, that, in the case one Improvement is to be constructed over Parcel 9 and Parcel 10, the three foot side yard restriction shall not be applicable to Parcel 9 and the one foot side yard restriction (as set forth in Section 2.2(j)) shall not be applicable to Parcel 10.
- (m) Notwithstanding anything contained herein, with respect to Parcel 17, no building, or the vertical plane of any portion of a building, shall be constructed within seven feet (7') of the east property line or within one foot (1') of the west property line of the Parcel; provided however, that, in the case that one Improvement is to be constructed over Parcel 16 and Parcel 17, the three feet side yard restriction (as set forth in Section 2.2(j)) shall not be applicable to Parcel 16 and the one foot side yard restriction shall not be applicable to Parcel 17.
- (n) With respect to Parcels 1 thru 8 (inclusive) no building shall be constructed within nineteen feet (19') of the south property line of any such Parcel. With respect to Parcels 9 thru 17 (inclusive), no building shall be constructed within nineteen feet (19') of the north property line of any such Parcel. Such nineteen foot (19') areas hereinafter referred to as Front Yard Setback. Without the prior written consent of the Board, which consent may be withheld in the Board's sole discretion, no Improvement (with the exception of access stairs and driveway retaining walls) shall be constructed in, nor shall landscaping or other items be placed in the Front Yard Setback which shall exceed a height of two (2) feet.
- (o) With respect to Parcels 1 thru 8 (inclusive), no building shall be constructed within thirty feet (30') of the north property line of any such Parcel. With respect to Parcels 9 thru 17 (inclusive), no building shall be constructed within thirty feet (30') of the south property line of any such Parcel.
- (p) Any building constructed upon a Parcel shall have an exterior skin of brick or stone material, with the exception of the roof and those areas where window, door or garage openings are provided. The use of split face block or any type of generic masonry block on the exterior face of any building shall be specifically prohibited. Dryvit or its equivalent may be used only as an accent material and in no case shall cover more than 5% of the exposed exterior surface of any Improvement.

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- (q) No Improvement shall be constructed on any Parcel (or upon any two or more contiguous Parcels upon which one Improvement is to be constructed) with a Floor Area Ratio (F.A.R.), as that term is defined in the Chicago Zoning Ordinance, of more than 1.2. In addition, no Improvement shall be constructed on a Parcel (or combination of Parcels) which shall exceed the F.A.R. allocation for such Parcel (or combination of Parcels) as set forth on Exhibit H attached hereto.

ARTICLE III

Intentionally Omitted

ARTICLE IV

Maintenance of the Parcels

Except as otherwise set forth herein, each Parcel Owner, at his sole cost and expense, shall maintain, repair and replace the interior and exterior of his Parcel and the Improvements thereon, keeping the same sightly and in good condition and repair, including, without limitation, all painting, staining, refinishing, maintenance, repair, replacement and touchpointing of the exterior surfaces and structural components of the dwellings and garages, including, without limiting the generality of the foregoing, all roofs, sidings, outer walls, shutters, gutters and downspouts of the dwellings and garages, all screens, doors and glass surfaces, and window washing and repair. In addition, each Parcel Owner shall cause the prompt removal of all papers, debris, refuse and garbage from his Parcel and the Improvements thereon and ensure that landscaping and grass on his Parcel are kept trim and neat.

ARTICLE V

Easements

5.1. Each Parcel Owner, its guests and invitees, but not the public generally, shall have non-exclusive easements for use and enjoyment and ingress and egress to and from any portions of its Parcel over, upon, and across the Common Area, or portions thereof. The Association (or the Declarant if prior to the Turnover Date, as defined below) shall have the power to grant such easements or licenses over the Common Area for such other purposes as may be appropriate to such Persons, and upon such terms and conditions, at such costs, if any, and for such duration as the Association (or the Declarant) deem appropriate.

5.2. Except as otherwise provided herein, each Parcel Owner shall maintain the entirety of its Parcel, specifically including but not limited any Easement Parcel(s) located thereon; provided, however, the Association, in its sole discretion, shall have the authority to assume any such maintenance costs as it deems appropriate.

5.3. All easements and rights described in this Declaration are easements appurtenant, running with the land, and shall inure to the benefit of, burden and be binding upon the undersigned, their successors and assigns, and upon any owner, purchaser, mortgagee, or other Person having an interest in the Property, or any part thereof.

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5.4. All persons who reside on a Parcel shall have the same rights to use and enjoy the Common Area and all Improvements situated thereon as the Owner of that Parcel.

5.5. SBC Ameritech, Commonwealth Edison Company, the People's Gas Light & Coke Company, the Declarant, the Association and all suppliers of utilities (including cable television providers), their successors and assigns (collectively, "Utility Providers") serving the Property are hereby granted a non-exclusive easement to install, lay, construct, operate, maintain, inspect, remove, abandon in place, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, into, over, under, on and through the Common Area and the Easement Parcels for the purpose of providing utility services to the Property; provided however, that such facilities, equipment and appurtenances when installed shall not interfere with the movement of traffic (vehicular, pedestrian, and otherwise) over the Common Area. Non-exclusive easements of ingress and egress are also hereby declared and granted to the Utility Providers over the Common Area and the Parcels for purposes of installing, servicing, repairing, replacing and maintaining the utilities located under the Easement Parcels and/or the Common Area. All conduits, cables, pipes, wires, transformers, mains, switching apparatus and other utility equipment lying beneath the Easement Parcels or on or under the Common Area, shall at all times be deemed the property of the Association (or the Utility Provider(s), if applicable).

5.6. The Person who owns Parcel 8, its agents and contractors (collectively, "Parcel 8 Owner"), are hereby granted a non-exclusive easement to install, construct, maintain and remove a subterranean foundation support over that certain one foot (1') portion of the Common Area laying immediately west and adjacent to Parcel 8; provided however, that (i) any permanent subterranean foundation support placed in the Common Area shall be completely below the grade of the Common Area and (ii) neither the installation, construction, maintenance and removal of the subterranean foundation support, nor the permanent existence of the subterranean foundation support shall in any way damage or interfere with any Improvements (including fences) which are constructed over the Common Area.

5.7. Notwithstanding any provision herein to the contrary, the easements created under this Article shall be subject to: (1) the right of the Declarant to improve the Common Area in accordance with such plans and specifications as it deems appropriate and (2) the right of the Declarant to execute all documents and do all other acts and things affecting the Common Area which, in the Declarant's opinion, are desirable in connection with the Declarant's rights hereunder.

5.8. At such time as this Declaration is first recorded or as soon thereafter as the Declarant shall deem appropriate, the Declarant will cause to be conveyed to the Association and the Association shall accept title to the Common Area herein described together with such facilities and improvements as the Declarant may elect to install thereon and subject to such covenants, conditions, restrictions and easements as the Declarant may cause to be placed thereon. The date for such conveyance and acceptance shall hereinafter be referred to as the Turnover Date.

ARTICLE VI

Rights of the Declarant

Notwithstanding anything contained herein, the Declarant shall have the right, in its sole discretion, to maintain, on the Parcels that it owns within the Property, sales, management, and/or administrative offices (which may be located in an Improvement), displays, signs and other forms of advertising and, to the extent not prohibited by law, to show its Parcels to prospective purchasers of Parcels, all without the payment of any fee or charge whatsoever other than the assessments payable by the Declarant with respect to Parcels owned by it. The Declarant, its agents, and prospective purchasers of Parcels shall have a non-exclusive easement for pedestrian and vehicular access and parking over and

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across the roads and walkways located on the Common Area. In addition, during construction, the Declarant shall have the right of ingress and egress and parking for construction traffic in and throughout the Common Area in connection with such construction. The Declarant, its agents and contractors shall have the right to come upon the Property, to construct Improvements thereon and to make alterations and repairs to the Property and shall have the right to store equipment and materials used in connection with such work on the Property without payment of any fee or charge whatsoever. The provisions of this Article shall inure to the benefit of any assignee of the Declarant.

ARTICLE VII

Administrative Matters of the Association

7.1. The Declarant shall form the Association, which shall promote the desired character of the Property.

7.2. The duties and powers of the Association and the Board shall be those set forth in this Declaration, the Bylaws, and its Articles of Incorporation, as such Articles may be amended from time to time upon recommendation of the Board and affirmative votes of Members whose Percentage Interest aggregate at least seventy-five percent (75%).

7.3. Notwithstanding anything in this Declaration or the By-laws to the contrary, the first and each subsequent Board shall consist of, and vacancies on the Board shall be filled by, such persons as the Declarant shall from time to time appoint, who may but need not be members of the Association, until the first to occur of the following events (the "Transition Events"): (i) the expiration of two (2) years after the date of recording of this Declaration or (ii) the voluntary election by the Declarant, by written notice to the Association, to release its right to appoint all members of the Board.

- (a) Prior to the occurrence of a Transition Event:
 - (i) The Declarant shall have the right, at any time and for any reason or no reason at all, to remove from office any member of the Board; and
 - (ii) Without the prior written consent of the Declarant, neither the Articles of Incorporation of the Association nor the Bylaws shall be amended, modified or changed in any way to diminish the authority of the Board; and
 - (ii) The Declarant may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors, and continue to exercise its right to appoint the remaining members of the Board for the period hereinabove specified. All directors not appointed by the Declarant shall be elected as provided in the By-laws.

7.4. The Association shall:

- (a) Maintain, manage and pay all applicable taxes on the Common Area;
- (b) Maintain (including without limitation, snow removal), repair, replace and otherwise manage the Common Area (including the surfaces of roadways and

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fences located thereon) and all Improvements and any other Property which the Association agrees or is required to maintain,;

- (c) Have the power to employ a manager or other persons and to contract with independent contractors or managing agents to perform all of any part of the duties and responsibilities of the Association;
- (d) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, lighting and care for, spray, trim, protect and replant trees, shrubbery and grass in the Common Area;
- (e) Cause the necessary and appropriate water services to be supplied to the Property and shall pay (out of the Maintenance Fund) for the costs of such services;
- (f) To the extent not provided by the City of Chicago, arrange and pay for garbage collection from the Parcels; and
- (g) Maintain, or otherwise see to the maintenance of, any utilities (including private sewers and water lines) or those portions of utilities which are located on or under the Common Area or Easement Parcels or other utilities or portions of utilities (including private sewers and water lines) which the Association is required or agrees to maintain.

7.5. Neither the Board nor the Association shall be liable to the Parcel Owners for any mistake or judgment, or any acts or omissions, made in good faith.

7.6. Prior to the Turnover Date, the Declarant shall have the authority and obligation to exercise all rights and duties of the Association as set forth in this Declaration.

ARTICLE VIII

Assessments and the Maintenance Fund

8.1. Each year on or before October 1st, the Board shall estimate the annual budget of common expenses including the total amount required for the cost of wages, materials, insurance, services and supplies that will be required during the ensuing calendar year for the rendering of all services by the Association as provided herein, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, if any, and it shall also notify each Parcel Owner on or before October 1st in writing as to the amount of such estimate with a reasonable itemization thereof. Such common expenses shall be assessed to the Parcel Owners according to each such Parcel's Percentage Interest.

- (a) On or before the first day of January following receipt of the budget and the first day of each and every month of such year thereafter, each Parcel Owner shall pay to the Association, or as the Association may direct, one-twelfth (1/12) of the assessment made pursuant to this Section 8.1. On or before the first day of March of each year commencing 2004, the Board shall supply to all Parcel Owners an itemized accounting of the Association's expenses for the preceding year, whether paid or accrued, together with a tabulation of the amounts collected, and showing the net income or deficit plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves as

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provided herein shall be credited in the same proportion as the respective Percentage Interests of the Parcels against the next monthly installments due from Parcel Owners under the current year's annual budget until such excess is exhausted. Any net shortage shall be added based on each Parcel's Percentage Interest, to each Parcel Owners' installments due in the six (6) months succeeding the rendering of the accounting, allocated between those installments as the Board, in its sole discretion, shall determine.

- (b) The Board may accumulate and maintain a reasonable reserve for contingencies and replacements of the facilities and Improvements, if any, located within the Common Area or within any easements granted to the Association herein. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged against such reserve. If the annual budget proves inadequate for any reason, including non-payment of any Parcel Owner's assessment, the Board may at any time prepare an adjusted budget and levy a further assessment based thereon, which shall be assessed to the Parcel Owners, based on each Parcel's Percentage Interest. The Board shall serve notice of such further assessment on all Parcel Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly installment which is due more than thirty (30) days after the delivery in person of such notice of further assessment.
- (c) The failure or delay of the Board in preparing or delivering the annual or adjusted budget to the Parcel Owners shall not constitute a waiver or release in any manner of the Parcel Owner's obligation to pay the assessments, whenever the same shall be determined, and in the absence of the preparation and delivery of any annual budget or adjusted budget, the Parcel Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the first monthly installment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

8.2. The Board shall keep full and correct books of account on such basis as the Board shall determine. Upon request of any Parcel Owner, such books of account may be inspected by such requesting person or its representative, duly authorized in writing, at such office and at such reasonable time or times during the Board's normal business hours, as the Board shall designate in writing.

8.3. From and after the date of any assessment against any Parcel and until paid, the assessments provided for herein shall be a lien upon the Parcel owned by such Parcel Owner and after the recording of notice of the amount then due for which a lien claim is being asserted by the Association and the giving of at least thirty (30) days prior written notice to all other lienholders, said lien may be foreclosed by the Association in the same manner as a mortgage of real property under the laws of the State of Illinois. Furthermore, each Parcel Owner for itself and its successors and assigns, hereby waives any right of redemption from foreclosure sale as may exist under Illinois law. In addition, the obligation of each Parcel Owner to pay all of the assessments provided for herein shall be a personal obligation of each Parcel Owner at the time the obligation is incurred and shall be deemed to be assumed as a personal obligation by anyone who succeeds to such Parcel Owner's interest in the Parcel; provided, however, that the obligation of any Parcel Owner to pay assessments may be satisfied only out of such Parcel and any Improvements thereon and not from the Parcel Owner's other assets.

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- (a) Any lien under this Declaration shall be subordinate to any mortgage or trust deed made, owned or held by, any lender recorded prior to the recording of a notice by the Association setting forth the amount due by a delinquent Parcel Owner, except that the Association's lien shall not be subordinate (x) to the extent that the amount due is for services rendered after such lender (i) takes possession of the Parcel, or (ii) accepts a conveyance of the Parcel, or (iii) has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed or (y) to the extent the lien for unpaid assessments represents said Parcel's proportionate share of any previous unpaid assessment levied against the affected Parcel prior to its foreclosure or conveyance, which unpaid assessment the Association now seeks to collect by reassessment of all Parcel Owners.
- (b) If a Parcel Owner is in default in the payment of any charges or assessments hereunder for fifteen (15) days, the unpaid balance of such charges and assessments shall bear interest at the lower of (i) the rate of two per cent (2%) per month for each month or part thereof that such amount remains unpaid or (ii) the highest lawful rate that may be charged under the Illinois usury laws to borrowers such as the Parcel Owner. In addition, there shall be added to the amount due, the costs of any suit, including reasonable attorneys' fees.
- (c) No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Parcel.

8.4. As set forth in Article VII, the Association shall be responsible for the cost of providing the necessary water services to the Property. The Association shall not attempt to attribute the cost of such water service to each Parcel based upon usage; but rather, the Association shall pay for the cost of such water services from the monies in the Maintenance Fund and the estimated cost of such water service for the Property shall be included each year in the annual budget.

8.5 All funds collected by the Association shall be held and expended for the purposes designated in this Declaration, the Articles of Incorporation and the By-laws. All funds shall be deemed to be held for the benefit, use and account of the Parcel Owners. Upon termination of the Association, any surplus shall be distributed as provided in the By-laws.

8.6 The first Person (and only the first Person) to purchase each Parcel from the Declarant shall pay to the Association, at the time of the closing of such purchase, a sum equal to two (2) full months' assessments per each Parcel for common expenses based upon the budget adopted by the Association, which sum, together with amounts received from other such Parcel Owners, shall be used to fund initial reserves or the working capital fund of the Association.

ARTICLE IX

Insurance

- 9.1. The Board shall acquire and pay for out of the Maintenance Fund the following:
- (a) If the Common Area contains improvements subject to loss by fire or other casualty, a policy of insurance with respect to the Common Area insuring against loss or damage by fire and such other hazards as the Board deems advisable, for at least eighty percent (80%) of the full insurable replacement cost of such

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improvements. Each such insurance policy shall be written in the name of, and the proceeds thereof shall be payable to, the Association;

- (b) Comprehensive public liability, directors' and officers' liability (if directors and officers' liability insurance is available at reasonable cost and the Board deems such insurance appropriate), and property damage insurance in such limits as the Board shall deem appropriate (provided the comprehensive public liability insurance shall in no event be in an amount less than Five Million and No/100ths Dollars (\$5,000,000.00) per occurrence), insuring the Association, the Board, the Members, the managing agent, if any, and their respective directors, officers and agents, from any liability in connection with the Property;
- (c) Worker's compensation insurance as may be necessary to comply with applicable laws; and
- (d) Such other forms of insurance as the Board deems appropriate.

9.2. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisals which the Board deems advisable in connection with any insurance, shall be an expense of the Association payable from the maintenance Fund.

9.3. The Association may obtain the insurance coverage required herein in connection with and as part of a master policy of insurance maintained by or for any Parcel Owner provided the cost of such coverage is no more than the estimated cost of providing the same coverage under a policy written directly for the Association. In addition, the Association may obtain multiple insurance policies or so called "umbrella policies" which, when taken together, provide the necessary coverage and limits as set forth in this Article IX.

9.4. Each Parcel Owner shall obtain his own insurance on his Parcel and Improvements and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Parcel Owners obtained as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Parcel Owners.

9.5. Each Parcel Owner hereby waives and releases any and all claims which he may have against any other Parcel Owner, the Association, its directors and officers, the Declarant, and their respective employees and agents, for damage to Improvements to the Common Area, the Parcels, or to any personal property located in the Parcels or Common Area, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

ARTICLE X

Combination of Parcels

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Any Parcel Owner may combine any contiguous Parcels owned by it for the purpose of constructing one (1) single family home thereon. The Percentage Interest of the Parcel which has been created by such combination shall be determined by adding together the separate Percentage Interests of the Parcels being combined.

ARTICLE XI

Remedies

11.1. In the event of a violation by a Parcel Owner of this Declaration, the By-laws, or rules and regulations of the Board, the Board or its agents shall have the right to bring an action at law or in equity against the Parcel Owner and/or others as permitted by law including, without limitation, (i) to foreclose the lien against the Parcel, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article, or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the Bylaws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

11.2. All expenses incurred by the Board in connection with the actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest legal contract rate of interest then permitted in Illinois until paid but not to exceed eighteen percent (18%) per annum, shall be charged to and assessed against the defaulting Parcel Owner, and the Association shall have a lien for all the same upon his Parcel.

11.3. The provisions contained in this Declaration and the rules and regulations adopted hereunder may be enforced by any proceeding at law or in equity by any aggrieved Parcel Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Parcel to enforce any lien created hereunder.

ARTICLE XII

Condemnation

In the case of a taking or condemnation by competent authority of any part of the Common Area, the Association shall, if necessary, restore the Improvements in the remaining portion of the Common Area to conform as closely as possible to the general design, structure and materials used with respect to such improvements as they existed prior to the taking or condemnation. Any proceeds or awards paid to the Association shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Association's expenses; or (ii) distributed to the remaining Parcel Owners. In the event that part of all of one or more Parcels is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Board shall adjust the assessment rates of the remaining Parcels in a just and equitable manner. The President and Secretary of the Association shall execute and record an instrument on behalf of the Association which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the assessment rates as a result of an occurrence covered by this Article.

ARTICLE XIII

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General Provisions

13.1. The covenants and restrictions of this Declaration shall run with the land, and bind the Parcel Owners and shall inure to the benefit of and be enforceable by the Board, the Declarant or the Parcel Owners, their representative legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date of this Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

13.2. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and all of the terms hereof are hereby declared to be severable.

13.3. The provisions of this Declaration shall be liberally construed to effectuate its purposes. The terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and the By-laws on the other hand.

13.4. If any of the options, privileges, covenants, or rights created by this Declaration should be unlawful or void for violation of (a) the rule against perpetuities or some other or analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Richard M. Daley, the now Mayor of the City of Chicago.

13.5. Each grantee of the Declarant by taking title to a Parcel, each mortgagee of a Parcel, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, shall bind any person at any time, any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or any mortgage.

13.6. All other provisions of this Declaration may be amended by an instrument in writing setting forth such amendment, signed and acknowledged by the duly authorized officers of the Association and accompanied by a certificate signed by such officers stating that Parcel Owners whose Percentage Interests aggregate at least seventy-five percent (75%) have approved such amendment, provided, no amendment may be adopted which increases the Percentage Interest of any Parcel without the consent of the affected Parcel Owner and any First Mortgagee which has a lien of record against the affected Parcel.

- (a) Notwithstanding anything contained in this Section, the Declarant hereby reserves the right and power to record amendments to this Declaration so long as such amendment will not materially alter the scheme of the Declaration, at any time and from time to time, in its sole discretion, until the earlier of: (i) the tenth (10th) anniversary hereof or (ii) the date upon which the Declarant is no longer a Parcel Owner. In furtherance of the foregoing, a power coupled with an interest

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is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to an Amendment on behalf of each Parcel Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable.

- (b) All amendments shall be effective upon recording in the office of the Recorder of Deeds of Cook County, Illinois.

13.7. Notices required or permitted to be given to the Association, any Parcel Owner or Member may be delivered to any member of the Board, such Parcel Owner or Member, as the case may be, either personally or by certified or registered mail with proper postage prepaid, addressed to such party, at the last address of such party shown in the records of the Association, and shall be effective, in the case of personal delivery, upon such delivery, and in the case of mailing, as of the date of mailing. Any mortgagee that registers with the Association by giving written notice of its interest shall receive copies of all notices sent by the Association to the owner of the encumbered Parcel. Any mortgagee that fails to register with the Association shall have no right to receive any notices whatsoever from the Association.

13.8. In the event title to any Parcel is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Parcel remained vested in the trust beneficiary(s), then the beneficiaries hereunder from time to time shall be personally responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Parcel. No claim shall be made against any such title holding trustee personally for payment for any lien or obligation hereunder created. The amount of such lien or obligation shall continue to be a charge or lien upon said Parcel and the benefits of such trustee, notwithstanding any transfers of the beneficial interest or any trust or transfers of title to any such Parcel.

13.9 This Declaration shall serve to terminate any and all easement rights created by that certain Declaration of Access Easements, dated March 18, 2003, recorded March 31, 2003 with the Cook County Recorder as Document No. 0030435492 (the "Access Declaration") over the Property (or portions thereof). Notwithstanding the foregoing, this Declaration shall have no effect on any and all easement rights created by the Access Declaration over land other than the Property.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed on the day and year first above written.

DECLARANT:

PAULINA VENTURE I, LLC, an Illinois limited liability company

By: [Signature]
Its: Manager

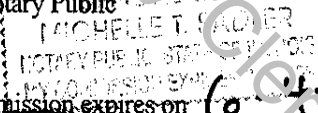
ACKNOWLEDGEMENT

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 Michelle T. Saller personally known to me to be the sole Manager of *Paulina Venture I, LLC*, an Illinois limited liability company, appeared before me in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of May, 2003.

[Signature]
Notary Public



My commission expires on 6-4-2003

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CONSENT

The undersigned, as Mortgagee of the Property, described in the foregoing instrument to which this Consent is attached and made a part thereof, hereby consents to the terms and conditions stated in said instrument.

HARRIS TRUST AND SAVINGS BANK

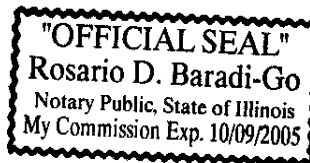
By: *E. Madell*
Its: *Vice President*

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a notary public in and for the County of Cook, State of Illinois, DO HEREBY CERTIFY that *Edward J. Madell*, personally known to me to be a *Vice-President* of Harris Trust and Savings Bank, being the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as *Vice-President* of Harris Trust and Savings Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *6th* day of ^{*May*}~~March~~, 2003.

Rosario D. Baradi-Go
Notary Public



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Exhibit A to the Declaration

Articles of Incorporation for the Association

Property of Cook County Clerk's Office

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6278-617-5

NFP-102.10
(Rev. Jan. 1999)**ARTICLES OF INCORPORATION**

(Do Not Write in This Space)

http://www.sos.state.il.us

SUBMIT IN DUPLICATE

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

Date 4-2-03

Filing Fee \$50

Approved *lc***DO NOT SEND CASH!**

TO: JESSE WHITE, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1. The name of the corporation is: The West Surf Homeowners Association

Article 2. The name and address of the initial registered agent and registered office are:

Registered Agent John Letchinger

First Name	Middle Name	Last Name
John		Letchinger

Registered Office	Number	Street	City	State	ZIP Code	County
225 West Wacker Drive, Suite 2800			Chicago	IL	60606	Cook

Article 3. The first Board of Directors shall be 3 in number, their names and residential addresses be as follows: (Not less than three)

Director's Names	Number	Street	Address City	State
James Letchinger	900 N. North Branch Street		Chicago	IL 60622
Warren Laski	900 N. North Branch Street		Chicago	IL 60622
Stephanie Letchinger	900 N. North Branch Street		Chicago	IL 60622

Article 4. The purposes for which the corporation is organized are:

The administration and operation of a homeowners' association in accordance with the terms of that certain Declaration of Easements, Restrictions, and Covenants for the West Surf Homeowners Association (the "Declaration"), which shall be recorded in the office of Recorder of Deeds in Cook County, Illinois and all other purposes incidental to the foregoing.

No part of the monies received by the corporation shall inure to the benefit of any private individual except in accordance with the Illinois General Not For Profit Corporation Act of 1986.

Is this corporation a Condominium Association as established under the Condominium Property Act?
 Yes No (Check one)Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? Yes No (Check one)Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? Yes No

Article 5. Other provisions (please use separate page):

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Article 6.

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated April 1 (Month & Day) 2003 (Year)

SIGNATURES AND NAMES		POST OFFICE ADDRESS		
1.	<u>[Signature]</u> Signature <u>LexisNexis Document Solutions Inc.</u> Name (please print) <u>a Delaware Corporation</u>	1.	<u>801 Adlai Stevenson Drive</u> Street <u>Springfield IL</u> City/Town State ZIP	<u>62703</u> ZIP
2.	_____ Signature _____ Name (please print)	2.	_____ Street _____ City/Town State ZIP	_____ ZIP
3.	_____ Signature _____ Name (please print)	3.	_____ Street _____ City/Town State ZIP	_____ ZIP
4.	_____ Signature _____ Name (please print)	4.	_____ Street _____ City/Town State ZIP	_____ ZIP
5.	_____ Signature _____ Name (please print)	5.	_____ Street _____ City/Town State ZIP	_____ ZIP

(Signatures must be in **BLACK INK** on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the true copy.)

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

File No. _____

FORM NFP-102.10
ARTICLES OF INCORPORATION
under the
GENERAL NOT FOR PROFIT
CORPORATION ACT
of

FILED
APR 02 2003
JESSE WHITE
SECRETARY OF STATE

SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
SPRINGFIELD, ILLINOIS 62756
TELEPHONE (217) 782-9522
782-9523
(These Articles Must Be Executed and Filed
in Duplicate)

Filing Fee \$50
C-157.11

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Exhibit B to the Declaration

By-Laws of Association

Property of Cook County Clerk's Office

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BY-LAWS

OF

THE WEST SURF HOMEOWNERS ASSOCIATION

ARTICLE I.

PURPOSES

The purposes of The West Surf Homeowners Association (the "Association") are as stated in its Articles of Incorporation. All capitalized terms which are not defined herein shall have the same meaning given to them in that certain Declaration of Easements, Restrictions, and Covenants for The West Surf Homeowners Association (the "Declaration").

ARTICLE II.

OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors of the Association, as described in Article V of these By-laws (the "Board") may from time to time determine.

ARTICLE III.

MEMBERS

SECTION 1. CLASSES OF MEMBERS, MEMBERSHIP AND TERMINATION THEREOF. The Association shall have one (1) class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Parcel Owner as defined and set forth in the Declaration shall automatically be a member of the Association. Such membership shall terminate automatically upon the sale or other disposition of such member's Parcel, at which time the new Parcel Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Parcel Owner from any liability or obligation incurred under or in any way connected with this Association, during the period of such ownership of a Parcel and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former owner and member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

SECTION 2. VOTES AND VOTING RIGHTS.

- (a) The total number of votes of all members shall 100.

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(b) Each member shall be entitled to the number of votes equal to the Percentage Interest of its Parcel, determined at the time any matter is submitted to a vote of the members.

(c) If a Parcel is owned by more than one (1) person, the voting rights with respect to such Parcel shall not be divided, but shall be exercised as if the Parcel Owner consisted of only one (1) person in accordance with the proxy or other designation made by the persons constituting such Parcel Owner.

(d) Any specified percentage of the members, whether majority or otherwise, for purposes of voting and for any other purpose, wherever provided in these By-laws, or the Declaration shall mean such percentage of the total number of votes hereinabove set forth.

SECTION 3. TRANSFER OF MEMBERSHIP. Membership in this Association is not transferable or assignable, except as provided in Article III, Section 1 of these By-laws.

ARTICLE IV.

MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETING. The first annual meeting of the members shall be held on such date as is fixed by the Board which date shall in no event be later than one (1) year from the date the Declaration is recorded in the office of the Recorder of Deeds of Cook County, Illinois. Thereafter, an annual meeting of the members shall be held on the first Tuesday of June in each year for the purpose of electing Directors (as defined in Article V of these By-laws) and for the transaction of such other business as may come before the meeting. If such day is a legal holiday, the meeting shall be held on the next succeeding business day. If the annual meeting shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

SECTION 2. SPECIAL MEETING. Special meetings of the members may be called by the President, as defined in Article VI of these By-laws, or by the Board or by members holding not less than thirty-three and one-third per cent (33-1/3%) of the vote.

SECTION 3. PLACE AND TIME OF MEETING. All meetings of the members shall take place at 7:00 P.M., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the person or persons calling the meeting.

SECTION 4. NOTICE OF MEETINGS. By or at the direction of the President or the Secretary, or the officers or persons calling the meeting, written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than five (5) nor more than forty (40) days before the date of such meeting. If mailed, the notice of a meeting shall be deemed delivered one (1) day after it is deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

SECTION 5. QUORUM. The members holding 30% of the vote which may be cast at any meeting shall constitute a quorum at such meeting, provided that if an insufficient number of members are present to constitute a quorum, a majority of the members present at the meeting may adjourn the meeting from time to time without further notice.

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SECTION 6. PROXIES. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact.

ARTICLE V.

BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS. The affairs of the Association shall be managed by the Board. Except as expressly provided to the contrary in the Declaration or in these By-laws, all of the rights, powers, options, duties and responsibilities of the Association shall be performed by the Board, provided that the Board may, by resolution of the Board, delegate specific power and responsibilities to committees composed of less than all members of the Board.

SECTION 2. SPECIFIC POWERS. (a) The Board, on behalf of the Association, shall have the power without the approval of the members:

- (i) To engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Board deems fit, and to remove such manager or managing agent at any time, in accordance with the terms of any management agreement executed from time to time by the Board;
- (ii) To engage the services of any persons (including but not limited to accountants and attorneys) deemed necessary by the Board at such compensation as the Board deems reasonable, for the operation, repair, maintenance and management of the Common Area and to carry on the business of the Association, and to remove, at any time, any such personnel;
- (iii) To establish and maintain one or more bank accounts or other depository arrangements for the deposit of any funds paid to, or received by, the Association;
- (iv) To borrow funds to pay for capital improvements and the costs of operation or to meet its obligations, which debts may be secured by giving one or more mortgages or trust deeds against all or part of the Common Area or by giving a security interest in such other property owned by the Association;
- (v) To enter into contracts and, generally to have all powers necessary or incidental to the operation and management of the Association and the Common Area;
- (vi) To protect the Common Area from loss or damage by suit or otherwise and to provide adequate reserves for replacement;
- (vii) To adopt reasonable rules and regulations to effectuate the purposes and powers of the Association and for the operation and use of the Property and to amend such rules and regulations from time to time;
- (viii) To purchase, own, lease, sell or otherwise deal in and with tangibles, intangibles, personality or real estate in furtherance of its duties and functions;

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- (ix) To do all other acts to be done by the Association in furtherance of the Declaration and these By-laws except in such cases where approval of the members is specifically required.
- (x) The Association shall provide or cause to be provided, and paid for, in addition to the manager, managing agent or other personnel and/or services and materials described above, the following:
 - (xi) Such insurance as the Board is required or permitted to obtain pursuant to the terms of the Declaration; and
 - (xii) Any other materials, supplies, equipment, furnishings, labor, services, maintenance, repairs and replacements, decorating, cleaning, tuckpointing, structural alterations, landscaping, and snow and ice removal, that the Board deems proper for the maintenance and operation of the Common Area, including all work required by all applicable laws. All work shall be performed in accordance with all applicable law.

SECTION 3. NUMBER TENURE AND QUALIFICATIONS. Until the date of the first annual meeting of the members as hereinabove provided, the number of Directors shall be three (3), who shall be the Directors named in the Articles of Incorporation. Until the occurrence of a Transition Event, the Directors shall be elected as provided in the Declaration. Commencing with the date of the first annual meeting of the members to occur after a Transition Event, the Directors shall be elected by the members as provided herein. Each Director shall hold office without compensation until the next annual meeting of members and until his successor shall have been elected and qualified. After the occurrence of a Transition Event, only a member of the Association may be a Director. In the event that a member is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer, or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trusts, or manager of such other legal entity may be eligible to serve as a Director (assuming the other qualification requirements of being a Director as set forth herein are met).

SECTION 4. ELECTION. The members, at each annual meeting after the occurrence of a Transition Event, shall, by a vote of a plurality of the members present at such meeting, to elect the entire Board of Directors for the forthcoming year.

SECTION 5. REGULAR MEETINGS. A regular annual meeting of the Board shall be held (without further notice other than these By-laws) immediately after and at the same place as the annual meeting of members. The Board may, by regulation, provide the time and place for additional regular meetings of the Board. All members shall have the right to attend all regular meetings of the Board, but shall not have the right to participate therein.

SECTION 6. SPECIAL MEETINGS. Special meeting of the Board may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any reasonable place and time for holding any such special meeting. All members shall have the right to attend all special meetings of the Board, but shall not have the right to participate therein.

SECTION 7. NOTICE. Notice of any special meeting of the Board shall be given at least two (2) days prior to the date of such meeting by written notice delivered personally or sent by mail to each Director and to each member. If mailed, such notice shall be deemed to be delivered one (1) day

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after it is deposited in the United States mail addressed to the Director or member at his or its address as it appears on the records of the Association with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

In the event that a special meeting of the Board is called to deal with any matter, for which a delay of three (3) days to comply with the notice requirements herein contained might result in damage to property or injury to any person, then the notice provisions herein contained shall be deemed waived if every Director receives actual notice of such meeting or a good faith effort is made to give every member actual notice.

SECTION 8. QUORUM. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 9. MANNER OF ACTING. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless otherwise provided by law or by these By-laws.

SECTION 10. VACANCIES. Any vacancy occurring in the Board shall be filled by the majority vote of the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 11. REMOVAL. From and after the date of the first annual meeting of the members to occur after a Transition Event, any Director may be removed from office by the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the total vote of the members present at a special meeting called for such purpose.

SECTION 12. ADOPTION OF RULES AND REGULATIONS. All rules and regulations or amendments thereto, adopted by the Board shall be effective upon their adoption, provided that the members may at any time, after the occurrence of a Transition Event, revoke the rule or regulation at a special meeting of the members called for such purpose, by a vote of seventy-five percent (75%) of the total number of votes of the members.

ARTICLE VI.

OFFICERS

SECTION 1. OFFICERS. The officers of the Association shall be a President, a Treasurer and a Secretary. To the extent allowable by law, one person may hold more than one office at the same time.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Association shall all be members of the Board and shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any

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meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3. REMOVAL. Any officer elected by the Board may be removed by a majority vote of the Board.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

SECTION 5. PRESIDENT. The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any amendments to these By-laws or the Declaration, deeds, mortgages, contracts or other instruments which the Board has authorized to be executed; and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

SECTION 6. [Intentionally Deleted].

SECTION 7. TREASURER. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Committee; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

SECTION 8. SECRETARY. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-laws; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

ARTICLE VII.

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. CONTRACTS. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President.

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SECTION 3. DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositaries as the Board may select.

SECTION 4. GIFTS. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE VIII.

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote and all mortgagees who have registered with the Association. All books and records of the Association may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time. Upon ten (10) days notice to the Association, and the payment of a reasonable fee fixed by the Association, not to exceed Fifteen Dollars (\$15.00), any member shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such member, signed by a duly authorized officer of the Association.

ARTICLE IX.

FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the Board.

ARTICLE X.

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or these By-laws, or the Declaration, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver, except where such person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE XI.

AMENDMENTS TO BY-LAWS

These By-laws, except this Article XIII and Article XVI, may be altered, amended or repealed by the affirmative vote of seventy-five (75%) of all of the members. This Article XIII and Article XVI may be amended only by an instrument in writing setting forth such amendment, signed and acknowledged by the duly authorized officers of the Association, all of the members and all mortgagees having bona fide liens of record against any Parcel.

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ARTICLE XII.

TERMINATION OF THE ASSOCIATION

In the event of the abrogation of the Declaration, either pursuant to its terms or otherwise, all of the Common Area and all other property of the Association shall continue to be held by the Association for the benefit of each of the members in the ratio of its respective Percentage Interests. The Association shall, however, liquidate or distribute such property within two (2) years from the date of the recording of the instrument of abrogation. After payment of all obligations of the Association and all expenses of liquidation, the cash proceeds of such liquidation, all other cash held by the Association and all property which has not been liquidated shall be distributed to the members in proportion to their respective Percentage Interests. Any real property being distributed in liquidation shall be transferred to all of the members as tenants in common, with each member having an undivided interest in such property equal to such member's Percentage Interest. Upon distribution of all property, the Association shall be dissolved.

ARTICLE XIII.

INDEMNIFICATION

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association.

To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination

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shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

ARTICLE XIV.

CONSTRUCTION

Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these By-laws and the aforesaid Declaration, the provisions of the Declaration shall control.

UNOFFICIAL COPY**Exhibit C to the Declaration****Legal Description of Common Area**

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 220.01 feet to the point of beginning; Thence North 89° 18' 55" East 229.60 feet; Thence North 00° 36' 45" West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North 21° 46' 33" East for a distance of 127.22 feet); Thence North 00° 01' 10" West 4.76 feet; Thence South 88° 54' 24" West 186.07 feet; Thence North 02° 32' 06" West 61.02 feet; Thence South 87° 27' 54" West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence S00° 13' 08" East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North 00° 13' 08" West along the West line of said tract 125.29 feet to the point of beginning; Thence continuing North 00° 13' 08" West along the West line of said tract 97.00 feet; Thence North 89° 23' 15" East 96.51 feet; Thence South 00° 36' 45" East 45.50 feet; Thence North 89° 23' 15" East 137.65 feet; Thence Southerly 5.61 feet along an arc of a circle convex Westerly with a radius of 167.01 feet and whose chord bears South 00° 20' 59" West a distance of 5.61 feet; Thence South 00° 36' 45" East along the Easterly line of said tract 45.89 feet; Thence South 89° 23' 15" West 228.74 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 18 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

TOGETHER WITH:

A Parcel of land (except the East 25 feet, thereof) falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 220.01 feet to the point of beginning; Thence North 89° 18' 55" East 229.60 feet; Thence North 00° 36' 45" West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North 21° 46' 33" East for a distance of 127.22 feet); Thence North 00° 01' 10" West 4.76 feet; Thence South 88° 54' 24" West 186.07 feet; Thence North 02° 32' 06" West 61.02 feet; Thence South 87° 27' 54" West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence S00° 13' 08" East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North 00° 13' 08" West along the West line of said tract 222.29 feet to the point of beginning; Thence continuing North 00° 13' 08" West along the West line of said tract

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127.77 feet; Thence North $87^{\circ} 27' 54''$ East along a North line of said tract 27.65 feet; Thence South $00^{\circ} 36' 45''$ East 128.70 feet; Thence South $89^{\circ} 23' 15''$ West 28.51 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 8 (except the East 25 feet, thereof) in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois

TOGETHER WITH:

The North 68.00 feet of a Parcel of land (except the East 25.00 feet, thereof) together with the West 1.00 feet of said Parcel lying South of the North 68.00 feet, thereof, falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North $00^{\circ} 13' 08''$ West along said East line 220.01 feet to the point of beginning; Thence North $89^{\circ} 18' 55''$ East 229.60 feet; Thence North $00^{\circ} 36' 45''$ West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North $21^{\circ} 46' 33''$ East for a distance of 127.22 feet); Thence North $00^{\circ} 01' 10''$ West 4.76 feet; Thence South $88^{\circ} 54' 24''$ West 186.07 feet; Thence North $02^{\circ} 32' 06''$ West 61.92 feet; Thence South $87^{\circ} 27' 54''$ West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence $S00^{\circ} 13' 08''$ East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Beginning at the Southwest corner of said tract, Thence North $00^{\circ} 13' 08''$ West along the West line of said tract 125.29 feet; Thence North $89^{\circ} 23' 15''$ East 28.74 feet; Thence South $00^{\circ} 36' 45''$ East 125.25 feet to the South line of said tract; Thence South $89^{\circ} 18' 55''$ West along said South line 29.60 feet to the point of beginning, in Cook County, Illinois.

Also known as: The North 68.00 feet of Proposed Lot 9 (except the East 25.00 feet, thereof) together with the West 1.00 feet of Proposed Lot 9 lying South of the North 68.00 feet, thereof, in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

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Exhibit D to the Declaration

Legal Descriptions of Parcels

Parcel 1:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North $00^{\circ} 13' 08''$ West along said East line 220.01 feet to the point of beginning; Thence North $89^{\circ} 18' 55''$ East 229.60 feet; Thence North $00^{\circ} 36' 45''$ West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North $21^{\circ} 46' 33''$ East for a distance of 127.22 feet); Thence North $00^{\circ} 01' 10''$ West 4.76 feet; Thence South $88^{\circ} 54' 24''$ West 186.07 feet; Thence North $02^{\circ} 32' 06''$ West 61.02 feet; Thence South $87^{\circ} 27' 54''$ West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence $S00^{\circ} 13' 08''$ East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North $00^{\circ} 13' 08''$ West along the West line of said tract 350.07 feet; Thence North $87^{\circ} 27' 54''$ East along a North line of said tract 87.63 feet to an East line of said tract; Thence South $02^{\circ} 32' 06''$ East along said East line 61.02 feet to a corner of said tract; Thence North $88^{\circ} 54' 24''$ East along a North line of said tract 108.0 feet to the point of beginning; Thence continuing North $88^{\circ} 54' 24''$ East along said North line 78.07 feet; Thence South $00^{\circ} 01' 10''$ East 4.76 feet; Thence Southerly 124.91 feet along an arc of a circle convex Westerly with a radius of 167.01 feet and whose chord bears South $22^{\circ} 44' 17''$ West a distance of 122.02 feet; Thence South $89^{\circ} 23' 15''$ West 29.65 feet; Thence North $00^{\circ} 36' 45''$ West 116.13 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 1 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 2:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North $00^{\circ} 13' 08''$ West along said East line 220.01 feet to the point of beginning; Thence North $89^{\circ} 18' 55''$ East 229.60 feet; Thence North $00^{\circ} 36' 45''$ West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North $21^{\circ} 46' 33''$ East for a distance of 127.22 feet); Thence North $00^{\circ} 01' 10''$ West 4.76 feet; Thence South $88^{\circ} 54' 24''$ West 186.07 feet; Thence North $02^{\circ} 32' 06''$ West 61.02 feet; Thence South $87^{\circ} 27' 54''$ West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence $S00^{\circ} 13' 08''$ East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North $00^{\circ} 13' 08''$ West along the West line of said tract 350.07 feet; Thence North $87^{\circ} 27' 54''$ East along a North line of said tract 87.63 feet to an East line of said tract;

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Thence South 02° 32' 06" East along said East line 61.02 feet to a corner of said tract; Thence North 88° 54' 24" East along a North line of said tract 81.00 feet to the point of beginning; Thence continuing North 88° 54' 24" East along said North line 27.00 feet; Thence South 00° 36' 45" East 116.13 feet; Thence South 89° 23' 15" West 27.00 feet; Thence North 00° 36' 45" West 115.90 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 2 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 3:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 220.01 feet to the point of beginning; Thence North 89° 18' 55" East 229.60 feet; Thence North 00° 36' 45" West 170.89 feet to a point of curve; Thence Northeast 130.02 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North 21° 46' 33" East for a distance of 127.22 feet); Thence North 00° 01' 10" West 4.76 feet; Thence South 88° 54' 24" West 186.07 feet; Thence North 02° 32' 06" West 61.02 feet; Thence South 87° 27' 54" West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence S00° 13' 08" East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North 00° 13' 08" West along the West line of said tract 350.07 feet; Thence North 87° 27' 54" East along a North line of said tract 87.63 feet to an East line of said tract; Thence South 02° 32' 06" East along said East line 61.02 feet to a corner of said tract; Thence North 88° 54' 24" East along a North line of said tract 54.00 feet to the point of beginning; Thence continuing North 88° 54' 24" East along said North line 27.00 feet; Thence South 00° 36' 45" East 115.90 feet; Thence South 89° 23' 15" West 27.00 feet; Thence North 00° 36' 45" West 115.68 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 3 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 4:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 220.01 feet to the point of beginning; Thence North 89° 18' 55" East 229.60 feet; Thence North 00° 36' 45" West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North 21° 46' 33" East for a distance of 127.22 feet); Thence North 00° 01' 10" West 4.76 feet; Thence South 88° 54' 24" West 186.07 feet; Thence North 02° 32' 06" West 61.02 feet; Thence South 87° 27' 54" West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence S00° 13' 08" East along said

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line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North $00^{\circ}13'08''$ West along the West line of said tract 350.07 feet; Thence North $87^{\circ}27'54''$ East along a North line of said tract 87.63 feet to an East line of said tract; Thence South $02^{\circ}32'06''$ East along said East line 61.02 feet to a corner of said tract; Thence North $88^{\circ}54'24''$ East along a North line of said tract 27.00 feet to the point of beginning; Thence continuing North $88^{\circ}54'24''$ East along said North line 27.00 feet; Thence South $00^{\circ}36'45''$ East 115.68 feet; Thence South $89^{\circ}23'15''$ West 27.00 feet; Thence North $00^{\circ}36'45''$ West 115.45 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 4 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 5:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North $00^{\circ}13'08''$ West along said East line 220.01 feet to the point of beginning; Thence North $89^{\circ}18'55''$ East 229.60 feet; Thence North $00^{\circ}36'45''$ West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North $21^{\circ}46'33''$ East for a distance of 127.22 feet); Thence North $00^{\circ}01'10''$ West 4.76 feet; Thence South $88^{\circ}54'24''$ West 186.07 feet; Thence North $02^{\circ}32'06''$ West 61.02 feet; Thence South $87^{\circ}27'54''$ West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence South $00^{\circ}13'08''$ East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North $00^{\circ}13'08''$ West along the West line of said tract 350.07 feet; Thence North $87^{\circ}27'54''$ East along a North line of said tract 87.63 feet to an East line of said tract; Thence South $02^{\circ}32'06''$ East along said East line 61.02 feet to the point of beginning; Thence North $88^{\circ}54'24''$ East along said North line 27.00 feet; Thence South $00^{\circ}36'45''$ East 115.45 feet; Thence South $89^{\circ}23'15''$ West 27.00 feet; Thence North $00^{\circ}36'45''$ West 115.22 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 5 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 6:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North $00^{\circ}13'08''$ West along said East line 220.01 feet to the point of beginning; Thence North $89^{\circ}18'55''$ East 229.60 feet; Thence North $00^{\circ}36'45''$ West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North $21^{\circ}46'33''$ East for a distance of 127.22 feet); Thence North $00^{\circ}01'10''$ West 4.76 feet; Thence South $88^{\circ}54'24''$ West 186.07 feet; Thence North

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02°32'06" West 61.02 feet; Thence South 87°27'54" West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence South 00°13'08" East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North 00°13'08" West along the West line of said tract 350.07 feet; Thence North 87° 27' 54" East along a North line of said tract 53.66 feet to the point of beginning; Thence continuing North 87° 27' 54" East along said North line 33.97 feet; Thence South 02° 32' 06" East along an East line 61.02 feet; Thence South 00° 36' 45" East 69.72 feet; Thence South 89° 23' 15" West 36.00 feet; Thence North 00° 36' 45" West 129.57 feet to the point of beginning, in Cook County, Illinois.

Also known as Proposed Lot 6 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 7:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 220.01 feet to the point of beginning; Thence North 89°18'55" East 229.60 feet; Thence North 00°36'45" West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North 21° 46' 33" East for a distance of 127.22 feet); Thence North 00°01'10" West 4.76 feet; Thence South 88°54'24" West 186.07 feet; Thence North 02°32'06" West 61.02 feet; Thence South 87°27'54" West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence South 00°13'08" East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North 00°13'08" West along the West line of said tract 350.07 feet; Thence North 87° 27' 54" East along a North line of said tract 27.65 feet to the point of beginning; Thence continuing North 87° 27' 54" East along said North line 26.01 feet; Thence South 00° 36' 45" East 129.57 feet; Thence South 89° 23' 15" West 26.00 feet; Thence North 00° 36' 45" West 128.70 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 7 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 8:

The East 25.00 feet of a Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 220.01 feet to the point of beginning; Thence North 89°18'55" East 229.60 feet; Thence North 00°36'45" West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North 21° 46' 33" East for a distance of 127.22 feet); Thence North 00°01'10" West 4.76 feet; Thence South 88°54'24" West 186.07 feet; Thence North

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02°32'06" West 61.02 feet; Thence South 87°27'54" West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence S00°13'08" East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North 00°13'08" West along the West line of said tract 222.29 feet to the point of beginning; Thence continuing North 00°13'08" West along the West line of said tract 127.77 feet; Thence North 87° 27' 54" East along a North line of said tract 27.65 feet; Thence South 00° 36' 45" East 128.70 feet; Thence South 89° 23' 15" West 28.51 feet to the point of beginning, in Cook County, Illinois.

Also known as: The East 25.00 feet of Proposed Lot 8 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County Illinois

Parcel 9:

The East 25.00 feet of the North 68 feet of a Parcel of land together with that part of said Parcel (except the West 1.00 feet, thereof) lying South of the North 68.00 feet, thereof, all falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 220.01 feet to the point of beginning; Thence North 89°18'55" East 229.60 feet; Thence North 00°36'45" West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North 21° 46' 33" East for a distance of 127.22 feet); Thence North 00°01'10" West 4.76 feet; Thence South 88°54'24" West 186.07 feet; Thence North 02°32'06" West 61.02 feet; Thence South 87°27'54" West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence S00°13'08" East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Beginning at the Southwest corner of said tract; Thence North 00°13'08" West along the West line of said tract 125.29 feet; Thence North 89° 23' 15" East 28.74 feet; Thence South 00° 36' 45" East 125.25 feet to the South line of said tract; Thence South 89° 18' 55" West along said South line 29.60 feet to the point of beginning, in Cook County, Illinois.

Also known as: The East 25.00 feet of the North 68 feet of Proposed Lot 9 together with that part of Proposed Lot 9 (except the West 1.00 feet, thereof) lying South of the North 68.00 feet, thereof, in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 10:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 220.01 feet to the point of beginning; Thence North 89°18'55" East 229.60 feet; Thence North 00°36'45" West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of

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167.01 feet (said curved line having a chord bearing of North 21° 46' 33" East for a distance of 127.22 feet); Thence North 00°01'10" West 4.76 feet; Thence South 88°54'24" West 186.07 feet; Thence North 02°32'06" West 61.02 feet; Thence South 87°27'54" West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence South 00°13'08" East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North 00°13'08" West along the West line of said tract 125.29 feet; Thence North 89° 23' 15" East 28.74 feet to the point of beginning; Thence continuing North 89° 23' 15" East 25.00 feet; Thence South 00° 36' 45" East 125.22 feet to the South line of said tract; Thence South 89° 18' 55" West along said South line 25.00 feet; Thence North 00°36'45" West 125.25 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 10 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 11:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 220.01 feet to the point of beginning; Thence North 89°18'55" East 229.60 feet; Thence North 00°36'45" West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North 21° 46' 33" East for a distance of 127.22 feet); Thence North 00°01'10" West 4.76 feet; Thence South 88°54'24" West 186.07 feet; Thence North 02°32'06" West 61.02 feet; Thence South 87°27'54" West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence South 00°13'08" East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North 00°13'08" West along the West line of said tract 125.29 feet; Thence North 89° 23' 15" East 53.74 feet to the point of beginning; Thence continuing North 89° 23' 15" East 25.00 feet; Thence South 00° 36' 45" East 125.19 feet to the South line of tract; Thence South 89° 18' 55" West along the South line 25.00 feet; Thence North 00°36'45" West 125.25 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 11 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 12:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 220.01 feet to the point of beginning; Thence North 89°18'55" East 229.60 feet; Thence North 00°36'45" West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North 21° 46' 33" East for a distance of 127.22

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feet); Thence North $00^{\circ}01'10''$ West 4.76 feet; Thence South $88^{\circ}54'24''$ West 186.07 feet; Thence North $02^{\circ}32'06''$ West 61.02 feet; Thence South $87^{\circ}27'54''$ West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence South $00^{\circ}13'08''$ East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North $00^{\circ}13'08''$ West along the West line of said tract 125.29 feet; Thence North $89^{\circ}23'15''$ East 78.74 feet to the point of beginning; Thence continuing North $89^{\circ}23'15''$ East 25.00 feet; Thence South $00^{\circ}36'45''$ East 125.16 feet to the South line of tract; Thence South $89^{\circ}18'55''$ West along the South line 25.00 feet; Thence North $00^{\circ}36'45''$ West 125.19 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 12 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 13:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North $00^{\circ}13'08''$ West along said East line 220.01 feet to the point of beginning; Thence North $89^{\circ}18'55''$ East 229.57 feet; Thence North $00^{\circ}36'45''$ West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North $21^{\circ}46'33''$ East for a distance of 127.22 feet); Thence North $00^{\circ}01'10''$ West 4.76 feet; Thence South $88^{\circ}54'24''$ West 186.07 feet; Thence North $02^{\circ}32'06''$ West 61.02 feet; Thence South $87^{\circ}27'54''$ West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence South $00^{\circ}13'08''$ East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North $00^{\circ}13'08''$ West along the West line of said tract 125.29 feet; Thence North $89^{\circ}23'15''$ East 103.74 feet to the point of beginning; Thence continuing North $89^{\circ}23'15''$ East 25.00 feet; Thence South $00^{\circ}36'45''$ East 125.13 feet to the South line of tract; Thence South $89^{\circ}18'55''$ West along the South line 25.00 feet; Thence North $00^{\circ}36'45''$ West 125.16 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 13 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 14:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North $00^{\circ}13'08''$ West along said East line 220.01 feet to the point of beginning; Thence North $89^{\circ}18'55''$ East 229.60 feet; Thence North $00^{\circ}36'45''$ West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North $21^{\circ}46'33''$ East for a distance of 127.22 feet); Thence North $00^{\circ}01'10''$ West 4.76 feet; Thence South $88^{\circ}54'24''$ West 186.07 feet; Thence North

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02°32'06" West 61.02 feet; Thence South 87°27'54" West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence South 00°13'08" East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North 00°13'08" West along the West line of said tract 125.29 feet; Thence North 89° 23' 15" East 128.74 feet to the point of beginning; Thence continuing North 89° 23' 15" East 25.00 feet; Thence South 00° 36' 45" East 125.09 feet to the South line of tract; Thence South 89° 18' 55" West along the South line 25.00 feet; Thence North 00°36'45" West 125.13 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 14 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 15:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 220.01 feet to the point of beginning; Thence North 89°18'55" East 229.60 feet; Thence North 00°36'45" West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North 21° 46' 33" East for a distance of 127.22 feet); Thence North 00°01'10" West 4.76 feet; Thence South 88°54'24" West 186.07 feet; Thence North 02°32'06" West 61.02 feet; Thence South 87°27'54" West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence South 00°13'08" East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North 00°13'08" West along the West line of said tract 125.29 feet; Thence North 89° 23' 15" East 153.74 feet to the point of beginning; Thence continuing North 89° 23' 15" East 25.00 feet; Thence South 00° 36' 45" East 125.06 feet to the South line of tract; Thence South 89° 18' 55" West along the South line 25.00 feet; Thence North 00°36'45" West 125.09 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 15 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 16:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 220.01 feet to the point of beginning; Thence North 89°18'55" East 229.60 feet; Thence North 00°36'45" West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North 21° 46' 33" East for a distance of 127.22 feet); Thence North 00°01'10" West 4.76 feet; Thence South 88°54'24" West 186.07 feet; Thence North 02°32'06" West 61.02 feet; Thence South 87°27'54" West 87.63 feet to the East right of way line of

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Chicago and Northwestern Railway (now Union Pacific Railroad); Thence South $00^{\circ}13'08''$ East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North $00^{\circ}13'08''$ West along the West line of said tract 125.29 feet; Thence North $89^{\circ}23'15''$ East 178.74 feet to the point of beginning; Thence continuing North $89^{\circ}23'15''$ East 25.00 feet; Thence South $00^{\circ}36'45''$ East 125.03 feet to the South line of tract; Thence South $89^{\circ}18'55''$ West along the South line 25.00 feet; Thence North $00^{\circ}36'45''$ West 125.06 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 16 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

Parcel 17:

A Parcel of land falling within the following described Tract: That part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North $00^{\circ}13'08''$ West along said East line 220.01 feet to the point of beginning; Thence North $89^{\circ}18'55''$ East 229.60 feet; Thence North $00^{\circ}36'45''$ West 170.89 feet to a point of curve; Thence Northeast 130.52 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North $21^{\circ}46'33''$ East for a distance of 127.22 feet); Thence North $00^{\circ}01'10''$ West 4.76 feet; Thence South $88^{\circ}54'24''$ West 186.07 feet; Thence North $02^{\circ}32'06''$ West 61.02 feet; Thence South $87^{\circ}27'51''$ West 87.63 feet to the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad); Thence South $00^{\circ}13'08''$ East along said line 350.07 feet to the point of beginning; Said Parcel of land being described as follow: Commencing at the Southwest corner of said tract; Thence North $00^{\circ}13'08''$ West along the West line of said tract 125.29 feet; Thence North $89^{\circ}23'15''$ East 203.74 feet to the point of beginning; Thence continuing North $89^{\circ}23'15''$ East 25.00 feet; Thence South $00^{\circ}36'45''$ East 125.00 feet to the South line of tract; Thence South $89^{\circ}18'55''$ West along the South line 25.00 feet; Thence North $00^{\circ}36'45''$ West 125.03 feet to the point of beginning, in Cook County, Illinois.

Also known as: Proposed Lot 17 in Columbia Place Subdivision, being a subdivision in the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois.

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Exhibit E to the Declaration

Schedule of Percentage Interests

Parcel #	Percentage Interest
1	5.89%
2	5.88%
3	5.88%
4	5.88%
5	5.88%
6	5.88%
7	5.88%
8	5.88%
9	5.88%
10	5.88%
11	5.88%
12	5.88%
13	5.88%
14	5.88%
15	5.89%
16	5.89%
17	5.89%

UNOFFICIAL COPY**Exhibit F to the Declaration**

Legal Description of the Property

That part of the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; thence North 00°13'08" West along said East line 220.01 feet to the point of beginning; thence North 00°13'08" West along said East line 125.29 feet; thence North 89°23'15" East 228.74 feet; thence South 00°36'45" East 125.00 feet; thence South 89°18'55" West 229.60 feet to the point of beginning, in Cook County Illinois; and also, that part of Lot 5 in Wehrheim's Subdivision of part of the North Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, together with that part of the South Half of the South Half of the West Three Quarters of the Northeast Quarter of Section 30, all in Township 40 North, Range 14, East of the Third Principal Meridian, lying East of the East line of Chicago and Northwestern Railway (except the East 33 feet thereof taken for W. Wellington Avenue) described as follows: commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; thence North 00°13'08" West along said East line 442.30 feet to the point of beginning; thence North 00°13'08" West along the West line thereof 127.77 feet to the South line of Wellington Park Subdivision, a Resubdivision of part of Lots 1 to 5 in Wehrheim's Subdivision in Section 30 aforesaid; thence North 87°27'54" East along said South line 87.63 feet to a West line of said Subdivision; thence South 02°32'06" East along said West line 61.02 feet to a corner of said Subdivision; thence North 88°54'24" East along a South line of said Subdivision 186.07 feet; thence South 00°01'10" East 4.76 feet; thence Southerly 124.91 feet along an arc of a circle convex Westerly with a radius of 167.01 feet and whose chord bears South 22°44'17" West a distance of 122.02 feet; thence South 89°23'15" West 137.65 feet; thence North 00°36'45" West 45.50 feet; thence South 89°23'15" West 90.51 feet to the point of beginning, in Cook County Illinois; and also, that part of the Northeast Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the East right of way line of Chicago and Northwestern Railway (now Union Pacific Railroad) 302.88 feet North of the South line of said Northeast Quarter; Thence North 00° 13' 08" West along said East line 345.30 feet to the point of beginning; Thence North 89°23' 15" East 228.74 feet; Thence North 00°36'45" West 45.89 feet; Thence Northeast 5.61 feet along a curved line convex Northwesterly having a radius of 167.01 feet (said curved line having a chord bearing of North 00°20'59" East for a distance of 5.61 feet); Thence South 89°23'15" West 137.65 feet; Thence North 00°36'45" West 45.50 feet; Thence South 89°23'15" West 90.51 feet; Thence South 00° 13' 08" East 97.00 feet to the point of beginning, in Cook County Illinois.

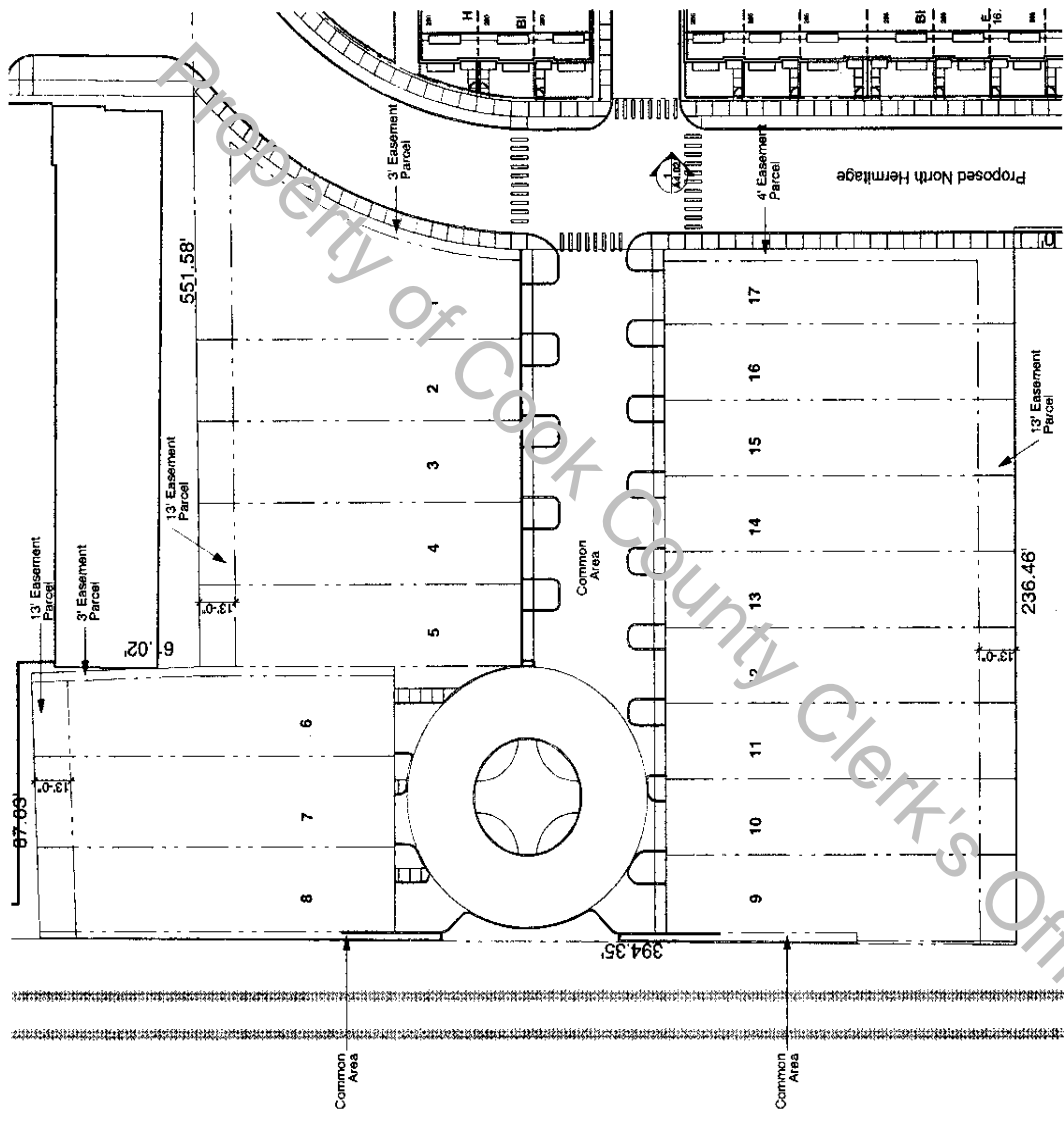
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Exhibit G to the Declaration

Site Plan

Property of Cook County Clerk's Office

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Partial Site Plan
COLUMBIA PLACE

Chicago, Illinois



5/06/03

PAULINA VENTURE I, L.L.C.
 DEVELOPER

PAPPAGEORGE/HAYMES Ltd.
 ARCHITECTS

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Exhibit H to the Declaration

F.A.R. Allocation Per Parcel

Maximum Floor Area Ratio (as defined in the City of Chicago Zoning Ordinance) on a per Parcel basis

<u>Parcel</u>	<u>Sq. Ft.</u>
1	6,181
2	3,758
3	3,751
4	3,744
5	3,737
6	5,548
7	4,028
8	3,978
9	4,630
10	3,757
11	3,756
12	3,755
13	3,755
14	3,754
15	3,752
16	3,751
17	3,750