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Cook County Recorder 73.00

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN  
TO:

Daniel J. Slattery, Esq.  
Katz Randall & Weinberg  
333 West Wacker Drive  
Suite 1800  
Chicago, Illinois 60606  
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This space reserved for Recorder.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS (this "Declaration") is made and entered into as of the 30<sup>th</sup> day of July 1999  
by CENTERPOINT REALTY SERVICES CORPORATION, an Illinois corporation (the  
"Declarant").

**RECITALS**

A. Declarant is the legal title holder of Lots 2, 3 & 4 and Lots A & B of CenterPoint  
McCook Industrial Center Unit No. 1, located in the Village of McCook (the "Village"), Cook  
County, Illinois, as legally described on Exhibit A attached hereto and incorporated by reference  
(the "Property"); and

B. Pursuant to the Plat of Subdivision of CenterPoint McCook Industrial Center Unit  
No. 1 (the "Plat of Subdivision") recorded October 23, 1999 as Document  
09015566 in the Office of the Recorder of Deeds of Cook County, Illinois (the  
"Recorder"): i) said Lot A has been created and delineated for private roadway purposes (the  
"Roadway"); and ii) said Lot B has been created and delineated for storm water detention and  
drainage purposes (the "Storm Water Detention Area");

C. Declarant wishes to declare easements in relation to the Roadway and the Storm  
Water Detention Area for its own benefit and for the benefit of all future owners, tenants and  
occupants of the Property;

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D. Declarant wishes to provide for the use, maintenance and repair of the Roadway, the Storm Water Detention Area, and related facilities, for its own benefit and for the mutual benefit of all future owners, tenants and occupants of the Property; and

E. Declarant desires and intends that the owners, tenants, mortgagees, occupants and other persons hereafter acquiring any interest in the Property, shall at all times enjoy the benefits, and shall hold their interest subject to the rights, obligations, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to facilitate the proper administration of the Property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

**NOW, THEREFORE,** Declarant hereby declares that any interest in the Property is and shall be held, conveyed and occupied subject to the covenants, restrictions, easements, conditions, burdens, uses, privileges, charges and liens hereinafter set forth.

**ARTICLE I.**

**DEFINITIONS**

The following words when used in this Declaration shall have the following meanings:

1.01 **Costs of Maintenance.** "Costs of Maintenance" shall have the meaning set forth in Section 3.01 hereof.

1.02 **Declaration.** "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Easements as the same may be amended from time to time.

1.03 **Deed.** "Deed" shall mean any deed conveying a Parcel to a Parcel Owner.

1.04 **Occupant.** "Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of a Parcel under any lease, sublease, license, concession or other similar agreement.

1.05 **Parcel.** "Parcel" shall mean any part or portion of the Property, fee simple title to which is, from time to time, under the same ownership, the size the dimensions of which shall be established by the legal description in the underlying Deed conveying such Parcel and which may, but need not, correspond to a numbered or lettered lot of record established pursuant to any Plat of Subdivision or the Plat of Resubdivision; provided, however, that a Parcel shall not include the Roadway (Lot A) or the Storm Water Detention Area (Lot B), as herein defined.

1.06 **Parcel Owner.** "Parcel Owner" shall mean any record title holder or owner, whether one or more parties, of a fee simple interest or title in any Parcel and shall include the Declarant with respect to Parcels owned by the Declarant.

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1.07 **Person.** "Person" shall mean any one or more of individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other forms of business or legal entities.

1.08 **Property.** "Property" shall mean the real estate located within the Village legally described on Exhibit A attached hereto.

1.10 **Proportionate Share.** "Proportionate Share" shall mean each Parcel Owner's share of the Costs determined in accordance with the provisions of Section 4.01 hereof.

1.11 **Roadway.** "Roadway" shall have the meaning set forth in the recitals hereto.

1.12 **Storm Water Detention Area.** "Storm Water Detention Area" shall have the meaning set forth in the recitals hereto.

1.13 **Storm Water Facilities.** "Storm Water Facilities" shall mean the storm water sewer system serving the Property, whether or not located upon and serving only a particular Parcel, but not necessarily exclusively, including any conduits, catch basins, inlets, inlet leads, catch basin leads, and the Storm Water Detention Area.

## ARTICLE II.

### EASEMENTS

2.01 **Roadway Easement.** A perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from public and private rights-of-way is hereby declared, created and reserved by Declarant over, under, across, in and upon Lot A, described herein as the "Roadway," as depicted in the Plat of Subdivision, and also the areas designated as "Ingress & Egress Easement" on said Plat of Subdivision, to and for the benefit of, and appurtenant to, all Parcels and Parcel Owners, and such Parcel Owners' respective licensees, invitees, tenants, successors and assigns.

2.02 **Drainage and Storm Water Management Easement.** A perpetual, non-exclusive easement for the retention, detention and drainage of water is hereby declared, created and reserved by Declarant over, under, across, in and upon Lot B, described herein as the "Storm Water Detention Area," as depicted in the Plat of Subdivision, and the areas designated as "Drainage Easement" on said Plat of Subdivision, to and for the benefit of, and appurtenant to, all Parcels and Parcel Owners, and such Parcel Owners' respective licensees, invitees, tenants, successors and assigns.

2.03 **Easements for Maintenance and Enforcement.** Perpetual, non-exclusive easements for ingress and egress over, under, across, in and upon the Property are hereby declared, created and reserved by Declarant and the Village for the benefit and use of themselves, their successors and assigns, agents and employees, to enter upon the Property for the purposes

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of performing maintenance obligations pursuant to this Declaration and for the purposes of performing any other obligation of Declarant hereunder.

## ARTICLE III.

### COSTS

#### 3.01 Maintenance Obligations.

(a) Storm Water Detention Area. Declarant shall construct, maintain, repair, replace and renew, or cause to be maintained, repaired, replaced or renewed, the Storm Water Detention Area and the Storm Water Facilities in a clean, sightly, safe and first-class condition (to the extent not required to be performed by other Parcel Owners pursuant to the terms of this Declaration). Such maintenance shall include, but not be limited to, the following:

(i) the mowing, watering, fertilizing, weeding, replanting and replacing of landscaping in the Storm Water Detention Area; and

(ii) the operation, maintenance, repair, replacement and renewal of all Storm Water Facilities; the spraying for insects, maintenance or aeration of water and water purifying equipment, if any; the maintenance of the banks and the landscaped table lands located within the Storm Water Detention Area; the maintenance of the Storm Water Facilities in a neat and orderly manner so as to not cause standing water, conditions of excess sogginess, erosion or odor; and all other maintenance necessary to keep the Storm Water Facilities in proper operation and condition.

(b) Roadway. Declarant shall construct (except as otherwise provided herein), maintain, repair, replace and renew or cause to be constructed, maintained, repaired, replaced or renewed in a clean, sightly, safe and first-class condition: (i) the Roadway; (ii) any area designed on the Plat of Subdivision as "Ingress and Egress Easement;" and (iii) the roadway located immediately to the east of CenterPoint McCook Industrial Center Uri No. 1, as identified in Exhibit B attached hereto, presently owned by General Motors Corporation ("GM"), over which Declarant has the right to use for vehicular ingress and egress to and from 55<sup>th</sup> Street, in the event that GM or its successor or successors in interest fail to construct, maintain, repair, replace or renew such roadway in accordance with GM's agreement with Declarant. Such maintenance shall include, but not be limited to, the following:

(i) the paving, patching, sealing, repairing and replacing of the surface of the Roadway and related curbs and gutters;

(ii) removing snow, garbage or other debris from the Roadway; and

(iii) maintaining any landscaping located in the Roadway.

(c) Roadway Construction. The following provisions shall govern the construction of the Roadway:

(i) Notwithstanding any provision hereof to the contrary contained herein, Declarant shall be under no obligation hereby to construct a road on and over the north-south portion of Lot "A" designated in Exhibit C attached hereto ("**North-South Road**") in the event that Tru Vue, Inc., an Illinois corporation ("**Tru Vue**"), fails to acquire title to Lot 2 of the CenterPoint McCook Industrial Center Unit No. 1, provided that Declarant constructs a road at another location which provides direct access (other than via 55th Street) from Lot 1 to the east-west portion of said Lot "A" ("**Alternate North-South Road**"). Declarant shall complete construction of the North-South Road within six (6) months of the date Tru Vue acquires title to said Lot 2, weather permitting; Declarant shall complete construction of the Alternate North-South Road within six (6) months of the date Tru Vue's option to acquire Lot 2 expires, weather permitting.

(ii) Declarant shall have completed the construction of the road on the east-west portion of Lot "A" on or before the date of recordation of this Declaration.

(d) Costs of Maintenance. The costs and expenses of performing the aforesaid maintenance shall include all out-of-pocket, reasonable, costs of material, labor and supplies incurred by Declarant in performing said maintenance, and a fee which shall be paid to Declarant for performing its obligations under this Declaration in an amount equal to 15% of the costs paid pursuant to Sections 3.01(a), 3.01(b) and 3.02 hereof (collectively, the "**Costs of Maintenance**"); provided, further, that Costs of Maintenance shall exclude: services provided by affiliates of Declarant to the extent they exceed competitive costs; management or supervisory fees (excepting said 15% fee); overhead costs of Declarant; expenses caused by defects in the initial design or construction of the Roadway, the Storm Water Detention Area, or the Storm Water Facilities, or due to the failure of the same to comply with applicable laws, or due to improper maintenance of the same; depreciation charges; real estate taxes assessed against the Roadway or the Storm Water Detention Area; costs of environmental remediation; repairs due to the negligence or intentional misconduct of Declarant, or its employees, agents or contractors; any costs for which Declarant is reimbursed (whether by insurance or otherwise); and loan principal and interest payments.

(d) Non-Interference with Parcel Owners. Any maintenance to the Roadway, Storm Water Detention Area, or Storm Water Facilities performed under this Declaration shall be performed in a manner which does not unreasonably interfere with the use or enjoyment of a Parcel by any Parcel Owner, or with the use and enjoyment of the easements granted hereunder.

3.02 Additional Costs. In addition to the maintenance obligations set forth in Section 3.01 hereof, Declarant shall have the responsibility and obligation to perform the following:

(a) to pay all real estate taxes and assessments imposed on the Storm Water Detention Area or the Roadway;



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(b) to obtain such commercial general liability insurance as may be necessary to protect Declarant in connection with ownership of the fee parcels as provided for in this Declaration and in connection with Declarant's performance of the maintenance obligations as provided for in this Declaration; in any event, such insurance shall have limits of not less than \$2,000,000.00 for personal and bodily injury or property damage, shall name each Parcel Owner as an additional insured thereon, and shall contain a clause preventing cancellation without at least 30 days' prior written notice to the Parcel Owners (a copy of any such policies of insurance, or certificates thereof being provided by Declarant to all Parcel Owners);

(c) to pay all other costs and expenses in relation to its obligations under this Declaration.

**3.03 Maintenance and Repair of Storm Water Facilities.** The responsibility for the maintenance and repair of the Storm Water Facilities, including the cost thereof, shall be (i) that of the Parcel Owner upon whose Parcel the Storm Water Facilities are located with respect to landscaping and surface maintenance and (ii) that of the Declarant with respect to such areas and facilities which are below ground. Declarant shall be responsible for the above ground and below ground maintenance of the Storm Water Facilities in the Storm Water Detention Area.

**3.04 Damage to Storm Water Facilities or Roadway.** No Owner or Occupant of all or any part of the Property, by either act or omission, shall do or refrain from doing any act the effect of which will damage or impair the function or aesthetic appearance of the Storm Water Facilities or the Roadway or any appurtenances utilized in connection therewith. Where an expense is incurred with respect to the repair or maintenance of the Storm Water Facilities or the Roadway, as a result of the act or omission of a Parcel Owner or Occupant, their agents, licensees, invitees, contractors, sub-contractors or employees, such expense shall be due and payable by such Parcel Owner or Occupant upon demand, the unpaid portion of which shall accrue interest at the rate per annum equal to the corporate base rate of interest charged by the First National Bank of Chicago, or successor institution, plus three (3%) percent and shall be a lien upon the Parcel enforceable in accordance with the provisions of this Declaration.

**3.05 Right to Perform Declarant's Maintenance.** If Declarant shall fail to perform Declarant's obligations as to maintenance as aforesaid, any Parcel Owner may give written notice to Declarant specifying the manner in which Declarant has failed to perform. If such failure has not been corrected within fifteen (15) days after Declarant's receipt of such notice, or if such work, if it cannot be completed within such time period, has not been commenced within such time period and thereafter diligently completed, such Parcel Owner may perform such work; provided, however, that if the failure to perform said maintenance constitutes an emergency threatening injury to persons or property, such Parcel Owner shall be required only to give such notice as is practical under the circumstances before performing such work. Such Parcel Owner, by reason of its performance of such work shall not be liable or responsible to Declarant for any losses or damages thereby sustained by Declarant or anyone claiming by or under Declarant except for losses or damages arising from such Parcel Owner's gross negligence or wanton or willful acts. Declarant shall be liable for the cost of such work and shall promptly reimburse such Parcel Owner for the actual cost of such work.

ARTICLE IV.

ASSESSMENTS

4.01 **Member's Proportionate Share of Costs.** All Parcel Owners agree to pay their pro rata share of the costs and expenses incurred by Declarant as provided for in Article III, including, but not limited to, the Costs of Maintenance (collectively "Costs"), all in accordance with the following formula:

$$\frac{\text{Net Square Footage of Parcel Owned}}{\text{Net Square Feet of Property}} = \text{Parcel Owner's Proportionate Share (expressed as a percent)}$$

4.02 **Liability for Payment.** All assessments shall be used for Costs or for such other uses consistent with the purposes of this Declaration as the Declarant shall direct, and shall be the obligation of each Parcel Owner. In the event that record title to a Parcel is held in trust, then the beneficiary or beneficiaries shall also be liable for payment of the assessments.

4.03 **Property Lien.** All unpaid assessments and charges imposed on a Parcel Owner pursuant to this Declaration, together with interest thereon as provided in Section 4.05 and the costs of collection, if any (including reasonable attorneys fees), shall be charged as a continuing lien upon the Parcel of said Parcel Owner until paid. To evidence the aforesaid lien, Declarant shall prepare a written notice of assessment setting forth the amount of unpaid assessments and charges, the name of the Parcel Owner of such Parcel subject to such lien and a description of such Parcel ("**Lien Notice**"). The Lien Notice shall be signed by one or more officers of Declarant and shall be recorded with the Recorder. Such lien for payment of assessments and charges shall attach after the recording the Lien Notice in accordance with the priority herein set forth from the date that such payment becomes delinquent and may be enforced by all available legal methods of collection, including, but not limited to, the foreclosure of such lien by Declarant in like manner as a mortgage on real property, subsequent to the recording of a Lien Notice as provided above, or Declarant may institute suit against the Parcel Owner obligated to pay the assessment and/or for the foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the Parcel Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred in connection therewith. Declarant shall have the power to bid on such Parcel at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

4.04 **Amount of Assessment.** The initial annual assessment and all other assessments, shall be fixed by the Declarant in its reasonable discretion, giving due consideration to the actual Costs for the prior twelve (12) month period or, if no records exist for such period, the reasonably estimated Costs for the next succeeding twelve (12) month period. All assessments shall be payable to Declarant. If required, such initial annual assessment shall be prorated for the period commencing with the date Declarant becomes obligated to perform maintenance to the end of its then current fiscal year. Commencing with the next fiscal year and for each year thereafter, Declarant shall estimate in writing its Costs for the coming year and the same shall

be assessed against each Parcel Owner in accordance with each such Parcel Owner's Proportionate Share and paid in advance by each Parcel Owner not more frequently than annually unless Declarant shall otherwise direct. Such estimate shall take into consideration the cost of or reserves for any contemplated repair, replacement or renewal. If the assessment paid and collected proves inadequate for any reason, or fails to provide funds reasonably estimated to be required for the next succeeding twelve (12) month period, then Declarant may increase or decrease the total assessments payable hereunder by giving written notice thereof (together with a revised estimate) to each Parcel Owner not less than ten (10) days prior to the effective date of the revised assessment. At least once each year, on or before each March 1st, Declarant shall deliver to each Parcel Owner a statement of actual Costs for the prior year along with a reconciliation of estimated assessments with actual Costs and reserves, and a refund of any overpayment by Parcel Owners. Each Property Owner's Proportionate Share of the assessments shall be computed in accordance with the formula set forth in Section 4.01 hereof. Any Parcel Owner shall have the right to examine Declarant's records relative to any assessment during normal business hours upon reasonable prior notice; provided that said Parcel Owner bears all costs of said examination, except if such examination reveals an overcharge in assessments in excess of 7.5%, in which case Declarant shall bear the costs of such examination. All assessments shall be prorated as of the date title transfers to a new Parcel Owner.

4.05 **Non-Payment of Assessment.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after due date, the assessment or charge shall bear interest from the due date at a rate per annum equal to the corporate base rate of interest charged by the First National Bank of Chicago, or successor institution, plus three percent (3%) and Declarant may, at its option, bring an action at law against the Parcel Owner personally obligated to pay the Assessment, may judicially foreclose the lien against the Parcel owned by such Parcel Owner or may exercise any other rights or remedies Declarant may have at law or in equity, as set forth above. No Parcel Owner may waive or otherwise avoid liability for any assessment or charges as provided for herein by non-use or abandonment of its Parcel.

4.06 **Subordination of Lien to Mortgage.** The recorded Notice of Lien evidencing the lien for any assessment or charge provided in this Declaration shall be superior to all other liens, encumbrances and charges against the Parcel, except only for liens securing payment of taxes, special assessments, or special taxes heretofore or hereafter levied by any political subdivision or municipal corporation or any state or federal taxes which by law are a lien against the interest of any Parcel Owner prior to preexisting encumbrances, and provided further, that said recorded Notice of Lien evidencing such assessment lien shall be subordinate to the lien of any bona fide security device including a mortgage or trust deed recorded as security for any loan obtained by the Parcel Owner; provided, however, that such subordination shall apply only to the assessments and charges which have become due and payable prior to the date of a sale or transfer of such Parcel pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve the Parcel from the lien for any assessments or charges thereafter becoming due nor from the lien or any subsequent assessments or charges.



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## ARTICLE V.

### GENERAL PROVISIONS

5.01 **Term.** This Declaration shall run for a term of seventy-five (75) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated within one hundred eighty (180) days of the expiration of the initial seventy-five (75) year term or any extension thereof by an instrument recorded by all of the Parcel Owners.

5.02 **Successors and Assigns.** Each of the conditions, covenants, restrictions, reservations and standards set forth herein shall continue and be binding upon the Parcel Owners and Occupants of the Property and upon their respective successors and assigns and all Persons claiming under them; provided, however, that upon the transfer of ownership of a Parcel, the liability of the transferor for breach of any covenant or obligation occurring thereafter shall automatically terminate.

5.03 **Severability.** If any clause, phrase, sentence, condition or other portion of this Declaration shall be or become invalid, null or void for any reason or shall be held by any Court of competent jurisdiction to be so, the remaining portion of the Declaration shall not be affected thereby and such remaining portions shall remain in full force and effect.

5.04 **Covenants Run With Land.** The conditions, covenants, restrictions, reservations and standards herein set forth shall operate as covenants running with the land regardless of whom may be the record title holder or holders of the Property, or any part thereof. If any Parcel is hereinafter divided into two or more parcels, all of the owners of said Parcels shall be entitled to the benefits of the easements, rights and privileges granted hereunder and all of said owners shall be burdened by the easements, rights and privileges imposed hereunder.

5.05 **Enforcement.** This Declaration shall be enforceable by any Parcel Owner or Declarant, as the case may be, by proper proceeding, either in equity or at law, and the Persons entitled thereto shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of the enforcement or observance of the conditions, covenants, restrictions, reservations and standards herein set forth and the failure of the Declarant or any Parcel Owner, as the case may be, to enforce any of the restrictions herein set forth at any time shall be in no event be deemed to be a waiver of the right of enforcement thereafter at any time. The court costs and the reasonable fees of the attorneys for the prevailing party in any legal proceedings seeking relief shall be paid by the party against whom judgment is entered in said legal proceedings.

5.06 **Enforcement by the Village.** If there is a failure to perform any maintenance required of Declarant by this Declaration with respect to the Storm Water Detention Area, then the Village, by its employees, contractors or duly authorized agents, upon thirty (30) days' written notice to Declarant, shall have the right, but not the duty, to enter onto the Property to perform such maintenance and to correct the causes of and eliminate any such failure (the "Village Work"); provided, however, that if the failure to perform said maintenance constitutes

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an emergency threatening injury to persons or property, the Village shall be required only to give such notice as is practical under the circumstances before entry upon the Property and performing the Village Work. The reasonable costs and expenses of the Village Work shall be charged to and paid by the Declarant, and such costs shall be a lien upon the Property as provided herein. The Village, in addition to any other rights it may have under this Declaration, shall have the right to file suit in any court of competent jurisdiction to enforce and require the performance of the obligations for such maintenance under the Declaration and to recover the reasonable costs and expenses of the Village Work, together with the reasonable attorney's fees and costs and expenses of litigation in the amounts as may be fixed by the court in such proceedings. The Village shall also have the right to enforce, by any proceeding at law or in equity, all other restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Village to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Village shall be deemed to be a third party beneficiary of the Declarant's obligations hereunder as the maintenance of the Storm Water Detention Area.

5.07 **Modifications.** This Declaration may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the written consent of all Parcel Owners.

5.08 **Limited Right to Add Additional Property.**

(a) Subject to Section 5.08(b) hereof, Declarant may make other properties now or hereafter owned by Declarant, or Declarant's affiliates, successors or assigns, subject to this Declaration by executing an instrument in writing expressly extending the application of this Declaration to such other properties and by recording the same with the Recorder, provided that the rights of other Parcel Owners under this Declaration are not materially adversely affected thereby.

(b) Notwithstanding the provisions of Section 5.08(a) hereof, or any other provision hereof to the contrary, Declarant may from time to time make subject to this Declaration all or any part of that certain real property located generally to the north and west of the Property as legally described and/or depicted on Exhibit D attached hereto (the "**Phase II Property**") in the manner specified above, regardless of the effect of such action on other Parcel Owners, and without application of the restriction contained in Section 5.08(a) hereof; provided, however, that such action shall be subject to the following limitations:

(i) the roadways located on the Phase II Property shall be excluded from the maintenance provisions of this Declaration and shall be maintained solely by the owner or owners of the Phase II Property;

(ii) the storm water detention area and storm water facilities located on the Phase II Property shall be excluded from the maintenance provisions of this Declaration, and shall be maintained solely by the owner or owners of the Phase II Property, unless the Property (not including the Phase II Property) ("**Phase I**

Property") is materially benefitted thereby, in which event the owner or owners of the Phase I Property shall pay their Proportionate Share of such maintenance;

(iii) the Storm Water Detention Area and Storm Water Facilities located on the Phase I Property shall be excluded from the maintenance obligations of the owner or owners of the Phase II Property and shall be maintained solely by the Parcel Owners of the Phase I Property, unless the Phase II Property is materially benefitted by the Storm Water Detention Area and Storm Water Facilities at the Phase I Property, in which event the owner or owner of the Phase II Property shall pay their Proportionate Share of such maintenance;

(iv) the owner or owners of the Phase II Property shall otherwise be subject to the provisions of this Declaration, including, without limitation, the provisions hereof pertaining to payment of their Proportionate Share of Costs.

(c) Upon such recordation, whenever thereafter in construing this Declaration reference is made to the "Property," said term shall mean and include not only the Property described in Exhibit A hereto, but also such portion of the Phase II Property hereafter made subject to this Declaration as provided in Section 5.08(b) and such additional properties as are made subject to this Declaration as provided in Section 5.08(a). Such additional properties may be, but need not be, contiguous to other properties owned by Declarant and made subject to this Declaration.

**5.09 Property Owner's Association.** Declarant may at any time create or cause the creation of a property owners' association in the form of an Illinois not-for-profit corporation (the "**Association**"), the purpose of which shall be to carry out the purposes of this Declaration and to provide for the continuing administration of the Subdivision. The Association shall be the governing organization for the levying and collection of assessments to provide funds as they may be required from time to time for the purposes as set forth in the Declaration and shall have and possess all powers as shall be necessary or appropriate for the accomplishment of such duties and functions. The Association shall have the power to accept and retain legal title to any Parcels, including Lot A and Lot B, in order to effectively carry out its purposes. All funds collected by the Association shall be held and expended for the purposes designated herein and in the Association's Articles of Incorporation and its By-Laws. All such funds shall be deemed to be held for the benefit, use and account of each of the Parcel Owners, all funds held by Declarant under the terms of this Declaration shall be paid to the Association upon the formation of the Association. Upon formation of the Association, each Person who is a Parcel Owner as of the date of the Association incorporation shall be a member of the Association and each purchaser of a Parcel or Parcels shall, by acceptance of the deed therefor, become a member of the Association regardless of whether it shall be so provided in any such deed or other conveyance. Voting rights of members of the Association shall be based on the square footage of the Parcel or Parcels owned by each members and the same formula as set forth in §4.01 of this Declaration

**5.10 Certifications.** Within twenty (20) days following the request from any Parcel Owner, Occupant, or holder of any encumbrances on the Property, Declarant shall certify in

writing whether any amounts are then due and owing pursuant to this Declaration with respect to the Parcel or any such Parcel Owner and whether or not any default exists by Parcel Owner under this Declaration.

5.11 **Notices.** Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when personally delivered, when received by overnight mail, or one (1) day after deposit in the United States Mail, certified, return receipt requested, postage prepaid and properly addressed, if to a Parcel Owner, at its last mailing address registered with Declarant and if to Declarant, at c/o CenterPoint Realty Services Corporation, 1808 Swift Drive, Oak Brook, Illinois 60532. Notices shall be sent to any holders of any encumbrances on the Property requesting same which have notified the Declarant of their respective addresses.

5.12 **Governing Law.** This Declaration shall be interpreted, applied and enforced in accordance with the laws of the State of Illinois.

5.13 **Captions.** The captions contained in this Declaration are for convenience of reference only and in no way define, describe or limit the scope or intent of this Declaration or any of the provisions thereof.

5.14 **Grammatical Changes.** Wherever appropriate in this Declaration, the singular shall include the plural and the plural the singular.

5.15 **Not a Public Dedication; Right to Dedicate in Future.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed; subject, however, to Declarant's absolute right, from time to time, to dedicate Lot A (the Roadway) and/or Lot B (the Storm Water Detention Area) of the Property to the Village or to any other public agency or authority.

5.16 **Reservation of Easements.** Reference to this Declaration in any deed of conveyance or any mortgage or trust deed or other evidence of any lien, security interest or other obligation shall be sufficient to grant and reserve all of the rights, benefits, burdens, duties and obligations contained herein to the respective grantees, mortgagees or trustees of all or any portion of the Property as fully and completely as if the same were fully recited and set forth in their entirety in such instrument.

5.17 **Perpetuities and Other Invalidity.** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, or any other statutory or common law rule imposing time limits, then such provision shall continue only until the expiration of twenty-one (21) years after the death of the survivor of the now living lawful descendants of William Jefferson Clinton, President of the United States.

5.18 **Not a Partnership.** The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parcel Owners.

5.19 **Third Party Beneficiary Rights.** This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise specifically provided herein.

5.20 **Recordation.** This Declaration shall be recorded in the Official Public Records of Cook County, Illinois.

5.21 **Breach Shall Not Permit Termination.** It is expressly agreed that no breach of this Declaration shall entitle any Parcel Owner to cancel, rescind or otherwise to terminate this Declaration, but such limitation shall not affect in any manner, any other rights or remedies which such Parcel Owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such Parcel Owner or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

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

CENTERPOINT REALTY SERVICES CORPORATION, an Illinois corporation

By: Fred D Reynolds  
Its: VICE PRESIDENT.

By: [Signature]  
Its: President



STATE OF )  
 ) SS.  
COUNTY OF )

I, Jennifer M Carrier, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael M. Mullen, as CBS President and Fred D Reynolds, as CBS Secretary Vice President of CenterPoint Realty Services Corporation, an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such CBS President and CBS Secretary of said Corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of July 1999.

Jennifer M Carrier  
Notary Public



# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description of the Property

LOTS 2 THROUGH 4 INCLUSIVE, AND LOTS A AND B, OF CENTERPOINT MCCOOK INDUSTRIAL CENTER UNIT NO. 1, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED October 28, 1999, AS DOCUMENT 09015566 IN COOK COUNTY, ILLINOIS.

### Permanent Index Number(s)

18-10-300-012

### Common Address

West 55th Street, McCook, Illinois

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT B

09045791

Depiction of East Roadway

See attached.

Property of Cook County Clerk's Office



**UNOFFICIAL COPY**  
EXHIBIT B

09045791

**Legal Description  
EAST ROADWAY**

THAT PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 10 AND A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10; THENCE NORTH 88° 40' 43" EAST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 1253.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 36' 02" WEST, A DISTANCE OF 1027.70 FEET; THENCE NORTH 88° 49' 21" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00° 36' 02" EAST, A DISTANCE OF 1027.62 FEET; THENCE SOUTH 88° 40' 43" WEST, A DISTANCE OF 30.00 FEET TO THE PLACE OF BEGINNING.



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09045791

## EXHIBIT C

Depiction of Excluded Portion of Lot "A"

See attached.

Property of Cook County Clerk's Office



TOTAL P.03

EXHIBIT C

**Legal Description  
EXCLUDED PORTION OF LOT A**

THAT PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 10 AND A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10; THENCE NORTH 88° 40' 43" EAST ALONG A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 868.56 FEET; THENCE NORTH 01° 18' 54" WEST A DISTANCE OF 267.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01° 18' 54" WEST, A DISTANCE OF 703.10 FEET; THENCE NORTH 88° 40' 43" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 01° 18' 54" EAST, A DISTANCE OF 703.10 FEET; THENCE SOUTH 88° 40' 43" WEST, A DISTANCE OF 50.00 FEET TO THE PLACE OF BEGINNING.

Franklin County Clerk's Office

EXHIBIT D

Legal Description of Phase II Property

See attached.

Property of Cook County Clerk's Office

EXHIBIT A UNOFFICIAL COPY

McCOOK PROPERTY  
CENTERPOINT OWNERSHIP  
OUTSIDE OF PHASE I

09045791

THOSE PARTS OF THE SOUTHWEST AND NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, AND A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 01° 09' 08" WEST ALONG SAID 50.00 FOOT EAST PARALLEL LINE, 1212.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01° 09' 08" WEST, 1036.82 FEET; THENCE NORTH 88° 50' 47" EAST, 219.77 FEET; THENCE SOUTH 02° 14' 45" EAST, 21.55 FEET; THENCE NORTH 88° 52' 18" EAST, 469.95 FEET; THENCE NORTH 55° 00' 31" EAST, 44.16 FEET; THENCE NORTH 88° 37' 40" EAST, 59.69 FEET; THENCE NORTH 01° 08' 14" WEST, 860.53 FEET; THENCE NORTH 71° 42' 18" EAST, 150.98 FEET; THENCE NORTH 71° 49' 03" EAST, 434.22 FEET; THENCE NORTH 89° 03' 55" EAST 1220.51 FEET; THENCE NORTH 00° 57' 13" WEST A DISTANCE OF 125.27 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 567.50 FEET, AN ARC LENGTH OF 73.77 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 43° 23' 48" EAST, A DISTANCE OF 286.24 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 110.82 FEET; THENCE SOUTH 32° 51' 00" EAST, A DISTANCE OF 122.45 FEET; THENCE SOUTH 24° 17' 57" EAST, A DISTANCE OF 27.33 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 97.03 FEET AND A CHORD BEARING OF SOUTH 00° 39' 22" EAST, AN ARC LENGTH OF 80.08 FEET TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 148.34 FEET AND A CHORD BEARING OF SOUTH 56° 29' 36" WEST, AN ARC LENGTH OF 173.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 209.41 FEET; THENCE SOUTH 01° 03' 53" EAST, A DISTANCE OF 1,159.04 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 328.00 FEET, AN ARC LENGTH OF 238.93 FEET TO A POINT OF TANGENCY; THENCE SOUTH 40° 40' 18" WEST, A DISTANCE OF 492.61 FEET; THENCE SOUTH 54° 20' 04" WEST, A DISTANCE OF 238.59 FEET; THENCE SOUTH 00° 24' 03" EAST, A DISTANCE OF 34.85 FEET; THENCE SOUTH 89° 35' 57" WEST, A DISTANCE OF 198.76 FEET; THENCE NORTH 00° 36' 02" WEST, A DISTANCE OF 56.76 FEET; THENCE SOUTH 88° 49' 21" WEST, A DISTANCE OF 50.42 FEET; THENCE SOUTH 60° 08' 49" WEST, A DISTANCE OF 30.90 FEET; THENCE SOUTH 88° 56' 34" WEST, A DISTANCE OF 291.54 FEET; THENCE SOUTH 84° 06' 57" WEST, A DISTANCE OF 102.32 FEET; THENCE SOUTH 88° 55' 16" WEST, A DISTANCE OF 284.99 FEET; THENCE NORTH 01° 03' 09" WEST, A DISTANCE OF 200.10 FEET; THENCE SOUTH 88° 57' 40" WEST, A DISTANCE OF 883.51 FEET TO THE PLACE OF BEGINNING; CONTAINING 108.20 ACRES OF LAND MORE OR LESS.



PROJECT NO.	2022
DATE	03-25-23
DESIGNED BY	JUL
DRAWN BY	MAN
CHECKED BY	JUL

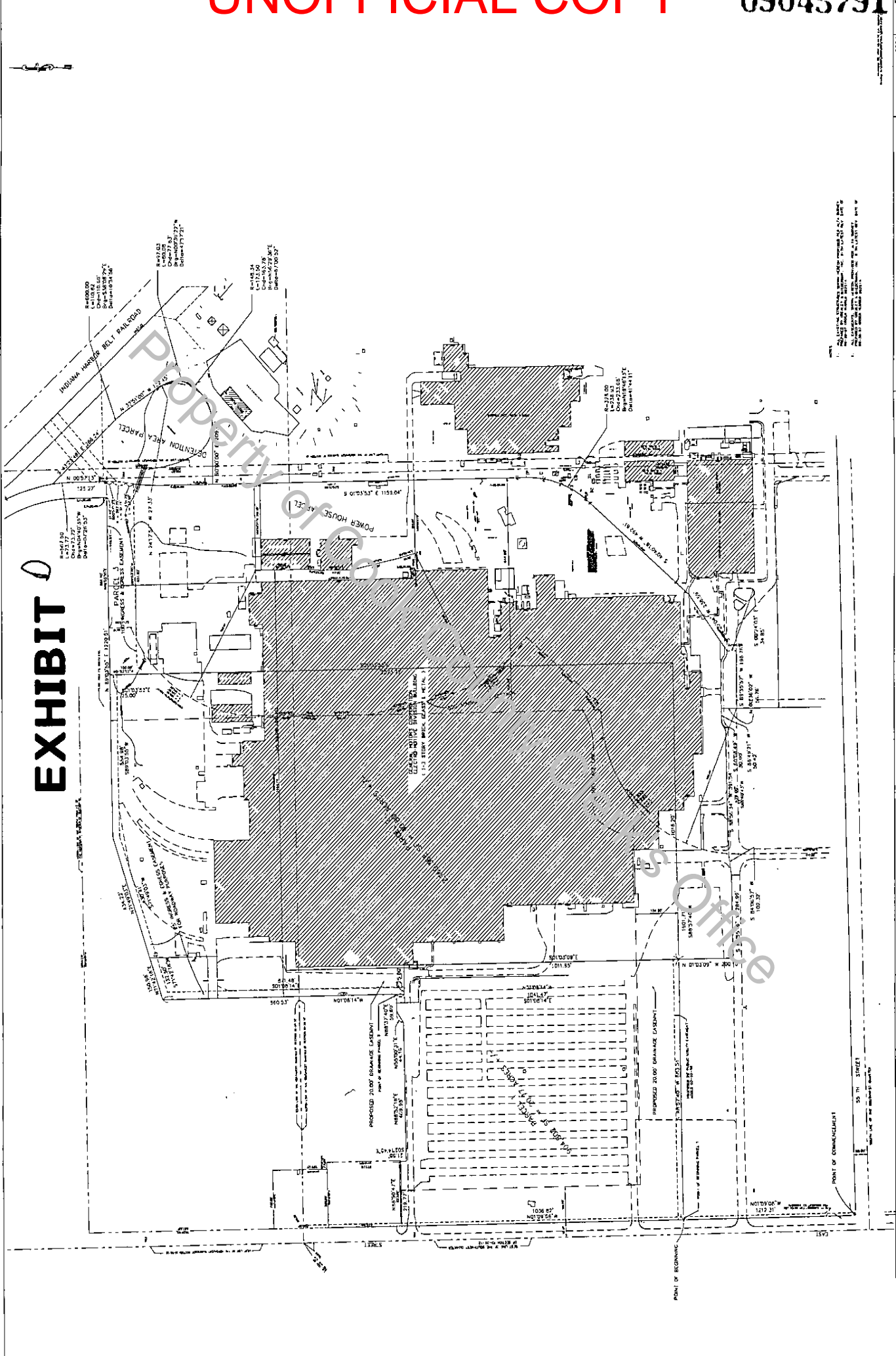
EXHIBIT

CENTERPOINT OWNERS OUTSIDE OF PHASE 1  
MCCOOK, ILLINOIS

REVISIONS

COWHEY GUDMUNDSON LEDER, LTD.  
300 PARK BOULEVARD  
ITASCA, ILLINOIS 60143  
CONSULTING ENGINEERS (E&C) 208-8695

EXHIBIT 0



ALL EXISTING STRUCTURES AND UTILITIES SHOWN ARE AS OF THE DATE OF THE SURVEY. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO THE SURVEYOR. THE SURVEYOR'S RESPONSIBILITY IS LIMITED TO THE WORK SHOWN ON THIS PLAN.

# UNOFFICIAL COPY

09045791

## JOINDER

TRU VUE, INC., an Illinois corporation, the legal title holder of Lot 1 of CenterPoint McCook Industrial Center Unit No. 1, as legally described on Exhibit 1 attached hereto and incorporated herein by reference ("**Lot 1**"), hereby joins in the Declaration of Covenants, Conditions, Restrictions and Easements dated July 30, 1999 made by CenterPoint Realty Services Corporation (the "**Declaration**") and hereby declares and states that Lot 1 is for all purposes to be included within the Property for the purposes of the Declaration, Lot 1 shall be considered a "Parcel" and Tru Vue shall be considered a "Parcel Owner" under the Declaration, and Lot 1 is hereby made subject to, and entitled to the benefits of, the Declaration.

TRU VUE, INC., an Illinois corporation

By: Thomas Graham  
Its: VP Gen Mgr.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: July 23, 1999



# UNOFFICIAL COPY

09045791

## EXHIBIT 1

### Legal Description of Lot 1

LOT 1 OF CENTERPOINT MCCOOK INDUSTRIAL CENTER UNIT NO. 1, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED October 28, 1999, AS DOCUMENT 09015566 IN COOK COUNTY, ILLINOIS.

### Permanent Index Number(s)

18-10-300-004

### Common Address

9400 West 55th Street, McCook, Illinois

Property of Cook County Clerk's Office