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**THE EIGHTEENTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM PURSUANT TO THE
CONDOMINIUM PROPERTY ACT FOR
HERITAGE VILLAGE POINTE CONDOMINIUM ASSOCIATION**

(This Amendment Changes Percentage Ownership Interests.)

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THE EIGHTEENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR HERITAGE VILLAGE POINTE CONDOMINIUM ASSOCIATION

THIS EIGHTEENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR HERITAGE VILLAGE POINT ("Amendment") is made and entered into this 13th day of December, 2012, by and through the actions of the owners of the units within the association, pursuant to the amendment provisions in the Illinois Condominium Act, and ratified by the Bankruptcy Court Appointed Chapter 11 Trustee Ira Bodenstein (the "Trustee").

RECITALS

The property located in the City of Des Plaines, County of Cook, State of Illinois, as identified by plat attached as Exhibit A to the Declaration of Condominium and Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration"), which was recorded on March 3, 2001 as Document Number 010170961 for the real estate legally described by Exhibit B, and incorporated herein is commonly known as The Heritage Village Pointe Condominium Association ("Heritage") and is comprised of 154 buildings and related common areas.

Heritage is currently in Chapter 11 Bankruptcy proceedings under the direction of a Court Appointed Trustee.

The Association is comprised of 154 buildings and common areas, with ownership differing amongst the buildings.

The buildings are of two kinds, although nearly identical in design and construction; ones owned in whole by investors where the owner rents out the individual units through negotiated lease agreements with tenants, and other buildings where ownership has been subdivided through individually owned units within a single building.

Previously, the Declaration provided that any building owner had the option of filing an Amendment to the Declaration whereby they could create a sub-Association under the Master Association, while still owing obligations to Heritage, but then forming their own governing unit for their particular buildings within the Heritage Association. This situation led to factions within the 154 building association, competing Boards, accounting issues with assessments and association funds, all culminating with Heritage going into Bankruptcy proceedings under Chapter 11. It also complicated cohesion and holistic governance of common areas at Heritage, splitting management and pitting

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owners of buildings against owners of units. This led to difficulties in the property management, maintenance, planning and budget issues.

This ultimately led to the Bankruptcy Court appointing an administrator who has taken over the decision making and oversight of management normally reserved for the Association's Board of Directors.

The Owners of the Association (the "Owners", as further defined herein) constitute all of the owners of the real property legally described on Exhibit (the Development, as further defined herein). The Owners desire that the Development, comprised of 154 parcels of real estate (collectively the Parcels and each severally a Parcel, as further defined herein), be submitted to the Condominium Act. Each Parcel is that portion of the Development delineated on the Plat as identified by unit number designation and shall constitute a Building (as further defined herein) within the Development. The Owners intend that the Development include both One Owner Buildings (as defined herein) and Multiple Owner Buildings (as defined herein), collectively comprising the Heritage. Heritage is and will be comprised of such residential Buildings and Units and certain Common Areas, such as roads, walkways, sidewalks, alleys, and Open Space. All One Owner Buildings and Multiple Owner Buildings constructed on the Property, together with all such Common Areas, shall be part of Heritage and shall be governed by the terms of this Amendment.

The Owners desire and intend by this Amendment to (i) govern One Owner Buildings and Multiple Owner Buildings under the terms and provisions of this Amendment, and (ii) provide for the harmonious, beneficial and proper use of the Heritage and to facilitate the continuing care and maintenance thereof as well as to govern the Association (as defined herein) to supervise and administer the provision of necessary common services and to enforce the covenants and restrictions contained herein and collect and disburse the assessments and charges hereinafter created.

NOW, THEREFORE, the Owners hereby declare that Heritage shall be governed by and is hereby submitted to the provisions of this Amendment and that such Property shall be hereafter owned, held, transferred, sold, conveyed, occupied, mortgaged and encumbered subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, superceding and voiding all prior inconsistent Declarations and Amendments, all of which shall run with the land and be binding upon and inure to the benefit of the Owners, mortgagees and any other persons from time to time having or acquiring any right, title or interest in the Property or any portion thereof.

ARTICLE I **DEFINITIONS**

As used herein, unless otherwise provided, the following words and terms shall have the following meanings:

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1.1 Definitions. For the purposes hereof the following terms shall have the following meanings:

Amendment shall mean this instrument by which the Property is submitted to the Condominium Act.

Access Easements shall have the meaning set forth in Section 3.2(a) hereof.

Appurtenant Rights shall mean, with respect to the Parcel, the rights and easements benefiting such Parcel as provided for herein.

Assessments or Regular Assessments shall mean funds allocated by the Board among the Owners ratably on a per building basis for the purpose of satisfying the Estimated Cash Requirement. Regular Assessments shall be payable in monthly installments.

Association shall mean the HERITAGE VILLAGE POINTE CONDOMINIUM ASSOCIATION, its successors and assigns.

Association Instruments shall mean the Articles of Incorporation and By-Laws of the Association (attached as Exhibit E hereto and made a part hereof), this Amendment, and the Association Rules and Regulations and Regulations as in effect from time to time.

Association Rules and Regulations and Regulations shall mean such rules as may be included herein or which may be adopted by the Association through its Board from time to time.

Benefitted Party or Benefitted Parties shall mean the Owners, the Association, tenants, mortgagees, occupants and other persons now having or hereafter acquiring any interest in the Development.

Board shall mean the Board of Directors of the Association, as elected or constituted at any time or from time to time.

Building individually and Buildings collectively shall mean the improved portion of the Parcel constructed upon a Building Pad consisting of a structure containing six units (each of which separately constitute a Dwelling, as further defined herein). The legal descriptions of Buildings are attached, in part, as Exhibit D hereto and made a part hereof.

Building Pad shall mean the portion of each Parcel wherein a six unit Building exists.

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Building Owner shall mean ownership of a Building by a single Person or more than one Person if related. Such Owners may also be referred to herein as Investor-Owners. Ownership at one or more buildings will classify the Owner as a Building Owner for the purposes of this Declaration even if they also are a Condominium Unit Owner.

Building Owner Director shall mean Director who is also a Building Owner.

By-Laws shall mean those provisions governing the administration of the Association, which provisions are set forth in Articles IV, V and VI of this Amendment.

City shall mean the City of Des Plaines, Illinois, a municipal corporation.

Common Areas shall mean those portions of the Property not constituting or within any portion of a Building as may be designated by the Association from time to time to be devoted to the common use and enjoyment of the Owners, including, but not limited to, those portions of the Property which constitute the driveways, walkways, utility lines, parking areas, swimming pools, recreational facilities (including structures which may now or hereafter be constructed upon the Common Elements by the Association) and Open Space.

Common Elements shall mean all of the Condominium Property, except the Building and Building Pad. The legal descriptions of the Common Elements are attached as Exhibit C hereto and made a part hereof.

Common Element Expenses shall mean the proposed or actual expenses arising in connection with the ownership, operation, maintenance and replacement of all or a portion of the Common Areas or Common Improvements, including reserves, if any, assessed by the Board in accordance with the terms of this Amendment. Common Element Expenses shall include by way of example and not limitation, the expenses of administration of the Association (including management and professional services); maintenance, operation, repair, and replacement of Common Areas and Common Improvements; the cost of additions, alterations or improvements to the Common Areas or Common Improvements; the cost of insurance required or permitted to be obtained by the Board under this Amendment; utility expenses for the operation of the Common Improvements; any expenses designated as Common Element Expenses by this Amendment; the cost of waste removal, scavenger services, water, sewer, or other necessary municipal or utility services to the Property to the extent not separately metered or charged to Owners; and any other expenses incurred by or on behalf of the Association for the common benefit of all of the Owners. Common Element Expenses shall not include expenses associated exclusively with the ownership, operation, repair and maintenance of any Building but shall include expense associated with Common Improvements located on a Building.

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Common Element Budget shall mean that portion of the Board's budget which is projected to cover the costs and expenses related to all Common Element Expenses for the Association.

Common Improvements shall mean all improvements which are located on, under or over a Common Area, and those improvements, Facilities, and appurtenances which are located on a Building, which are used for the benefit either of the entire Property or for the benefit of two or more Parcels, including, without limitation, driveways, walkways, utility lines, parking areas, swimming pools, recreational facilities, access areas, Facilities, Open Space, and other such improvements located within the Common Elements.

Common Utility Facilities shall mean all Utility Facilities which are not owned by any utility provider and which are located on a Parcel and which provide for the distribution of utility services to at least one other Parcel or which comprise a system or are components of any system providing utility services to more than one Parcel, including all Utility Facilities located in, across or under the property and serving a Parcel.

Condominium Act shall mean the Condominium Property Act of the State of Illinois, 765 ILCS 605, *et seq.*, as amended from time to time.

Condominium Association shall mean this condominium association formed with respect to this Amendment whereby the Property is submitted to the Condominium Act, which association shall be an Illinois not-for-profit corporation governed by the Condominium Act.

Condominium Unit shall mean a fee simple residential housing unit in a Multiple Owner Building, which is connected with and shares common structural elements (such as foundation, footings, roof systems and exterior facades) with one or more units, such that the attached Condominium Units constitute an integrated structure. The legal descriptions of Condominium Units are attached, in part, as Exhibit D hereto and made a part hereof.

Condominium Unit Owner shall mean a person who owns a fee simple residential housing unit in a Multiple Owner Building. Such Owners may also be referred to herein as Individual-Owners.

Condominium Unit Owner Director shall mean a Director who is also a Condominium Owner.

Director shall mean Owner member of the Board of the Association.

Dwelling shall mean each separate rental unit within a One Owner Building of which there are six Dwellings within each One Owner Building.

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Development shall mean the 154 parcels of real estate comprised of both One Owner Buildings and Multiple Owner Buildings, along with the associated Common Areas and Open Space.

Estimated Cash Requirement shall mean the total amount necessary to pay the cost of wages, materials, insurance, services, expenses and supplies which will be required to be paid by the Association during the ensuing calendar year for the expenses of the Association.

Facilities shall mean structures which may now or hereafter be constructed or installed upon the Common Elements or Open Space by or for the benefit of the Association, including but not limited to driveways, walkways, utility lines, flood control, parking areas, swimming pools, recreational facilities, and other facilities to service the Development.

General Easements shall mean the perpetual non-exclusive easement (hereinafter called "Access Easements") for pedestrian and vehicular ingress and egress and traffic, over and upon all roads, walkways, sidewalks and alleys and other Facilities intended for such purposes, now or hereafter constructed, existing or used upon the Open Areas and the Common Elements; as well as perpetual non-exclusive easements (hereinafter called "Utility Easements") upon, over and under the Open Areas and the Common Elements as may presently exist or which, in the reasonable judgment of the Association, upon application of any Owner or by the Association itself, may hereafter be required to install and maintain lines, pipes, cables, conduits, meters and other equipment and Facilities intended for such purposes, necessary to (i) provide service to each of the Buildings and the Facilities, of gas, water, electricity, cable television, and other utilities and (ii) afford access to such lines, pipes, cables, conduits, meters and other equipment and facilities for the purpose of installing, maintaining, repairing or replacing the same and for access to meters and which Utility Easements, as hereinafter may be required, the Association is hereby empowered to grant on behalf of the Association and all Owners.

Heritage shall have the meaning as described in the Recitals.

Individual-Owner shall mean a Condominium Unit Owner. Such Owner is also defined as a Multiple Owner.

Investment-Owner shall mean a Building Owner. Such Owner is also defined as a One Owner.

Monthly Assessment Payment shall mean the regular monthly assessment to each Owner.

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Multiple Owner shall mean ownership of a Building by two or more unrelated Persons. Such Owners shall be referred to herein as Individual-Owners.

Multiple Owner Building shall mean a Building within the Development which is comprised of six Condominium Units.

Multiple Owner Building Assessment shall mean the expenses of administration (including management and professional services), maintenance, operation and repair of the Multiple Owner Building Expenses levied against a Condominium Unit Owner.

Multiple Owner Building Budget shall mean that portion of the Board's budget which is projected to cover the costs and expenses to be assessed to each Condominium Unit Owner for the expenses related to the service, maintenance and repair of all interior and exterior elements which are part of the Multiple Owner Buildings. Such budget shall not include expenses related to Common Elements.

Multiple Owner Building Expenses shall mean the proposed or actual expenses arising in connection with the ownership, operation and maintenance of the Buildings containing Condominium Units, including reserves, if any, assessed by the Board in accordance with the terms of this Amendment. Such expenses shall include, and not be limited to, interior Building hallway maintenance and equipment related to heating and air conditioning systems for the Building. Notwithstanding the foregoing, Multiple Owner Building Expenses shall not include any portion of any management fees or costs associated with the Common Areas or Common Improvements which are adjacent to any Multiple Owner Building, which costs shall be Common Element Expenses.

One Owner shall mean ownership of a Building by a single Person or more than one Person if related. Such Owners shall also be referred to herein as Investor-Owners or Building Owners.

One Owner Building shall mean a Building which is owned by a single Owner. Each One Owner Building shall contain six separate Dwellings.

Occupant shall mean a person or persons other than an Owner in possession of a Condominium Unit.

Open Space shall mean the portion of each Parcel not constituting the Building Pad.

Owner or Member shall mean a record owner, whether one or more persons or entities (including the Association) of fee simple title to any Condominium Building or Condominium Unit, but excluding those persons or

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entities having such interest merely as security for the performance of an obligation.

Parcel shall mean that portion of the Development other than the Common Elements consisting of 154 six-unit Buildings.

Person shall mean any natural person or any partnership (general or limited), corporation, limited liability company, trust (including land trust), governmental entity, subdivision or agency, or any other entity whatsoever.

Plat shall mean a plat or plats of survey of the Development and all of the property in the Development submitted to the provisions of the Condominium Act, said plat being attached as Exhibit A to the Declaration, which was recorded on March 5, 2001 as Document Number 010170961 for the real estate legally described by Exhibit B, and incorporated herein as Exhibit A and made a part hereof this Amendment and as amended from time to time in accordance herewith, which shall consist of a three dimensional horizontal and vertical delineation of all such Units and such other data as may be required by the Act.

Property shall mean the real property legally described on Exhibit B attached hereto, as may be amended from time to time for purposes of adding additional property to the terms of this Amendment, all such real property representing the development site for the Heritage.

Recorder shall mean the Office of the Recorder of Deeds of Cook County, Illinois.

Reserves shall mean those sums paid by Owners which are separately maintained by the Board in a fund for purposes specified by the Board or the condominium instruments, separate and apart from budgeted operating funds.

Residence shall mean each Condominium Unit.

Share shall mean a percentage of ownership in the Association assigned to each One Owner Building and Condominium Unit based upon the proportionate ownership of such Building or Condominium Unit to the aggregate ownership interests of all Buildings and Condominium Units included in the Development from time to time, which percentage of ownership shall be used for the purposes of determining the allocation of the Common Element Expenses. Such ownership interest is described in Exhibit F attached hereto and made a part hereof.

Utility Facilities shall mean all components of the domestic water, fire protection, sanitary waste, storm water, electrical, gas, life safety, cable television system, master antenna, emergency power, telephone and other utility systems now or hereafter installed over, under, along and upon any portion of the Property and designed or utilized to furnish utility and other services to any other portion

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of the Property, including but not limited to, water mains and pipes, sewer lines, gas mains, telephone wires and equipment, cable television wires and equipment, and electrical conduits, wires and equipment.

Voting Member shall mean the Owner of each Building in the case of a One Owner Building and each Owner of a Condominium Unit in the case of a Multiple Owner Building.

ARTICLE II **EASEMENTS**

2.1 Access Easements. The Association hereby grants the following easements:

(a) The Owners, their Occupants, tenants, guests and invitees, but not the public generally, are hereby granted (i) an easement for ingress and egress of persons and vehicles on, over and along the roads, walkways, sidewalks, alleys and other Facilities; and (ii) an easement for ingress and egress of pedestrians over, on and across the Open Space. The foregoing easements are subject to the rules and regulations which may be adopted by the Board from time to time.

(b) The Association, its directors, Officers, and agents, including the managing agent, if any, shall at all times have the right of ingress and egress for persons, material and equipment over, on, across and through any Parcel to the extent reasonably necessary to perform its duties and obligations under this Amendment, including, without limitation, to permit the construction, installation, repair or maintenance of all Common Improvements; provided, however, that such construction, installation, repair or maintenance shall be performed in such a manner as to cause as little disturbance in the use and enjoyment of the affected portion of the Property, including any Building, and surrounding areas as may be practical under the circumstances. Except in the case of emergencies, the Association, its directors, Officers and agents shall not enter any Building without the prior agreement of the affected Owners, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary herein, the Association shall restore or replace the adversely affected portion of the Property to substantially the same condition as existed immediately prior to such construction, installation, repair or maintenance. The Association, its directors, Officers, and agents, including the managing agent, if any, shall at all times have the right of ingress and egress over, on and across the Common Areas in furtherance of its rights, duties and obligations hereunder.

2.2 Utility Easements. All appropriate utility providers, including the City, are hereby granted an easement for the installation, construction, repair, maintenance, operation and use for their intended purposes of all Utility Facilities (and any replacements thereof) now or hereafter located in (i) the Common Areas, or (ii) any unimproved portion of a Building as may be designated by the Association, which Utility

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Facilities provide or shall be necessary or desirable to provide any portion of the Property with utilities or other services necessary or desirable to the operation and use and enjoyment of the Property as a residential community.

Such grantees shall have the right of ingress and egress for persons, material and equipment over, on, across and through any Parcel to the extent reasonably necessary to permit the construction, installation, repair or maintenance of all Utility Facilities granted pursuant to such easements; provided, however, that such construction, installation, repair or maintenance (i) shall be performed in a good and workmanlike manner, (ii) shall cause as little disturbance in the use and enjoyment of the affected portion of the Property, including any Building, and surrounding areas as may be practical under the circumstances and (iii) shall be performed in compliance with all applicable laws and regulations and all underlying covenants, conditions and restrictions of record. Except in the case of emergencies, such grantees shall not enter any Building without the prior agreement of the affected Owners, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary herein, the grantee of any such easement shall restore or replace at its sole cost and expense, the adversely affected portion of the Property to substantially the same condition as existed immediately prior to such construction, installation, repair or maintenance; provided, however, any such restoration or replacement shall be performed in a good and workmanlike manner and in compliance with all applicable laws and regulations and underlying covenants, conditions and restrictions of record.

2.3 Structural Support. Each Owner is hereby granted the following easements for support and use if and to the extent required by reason of the design or construction of such Owner's Building: (i) in and to all foundations, footings, structural members and supporting components of and for such Building which are located on any adjoining Parcel; and (ii) in and to each exterior wall of and for such Building which is located in whole or in part of any adjoining Parcel. The Association reserves an easement for support and use in and to all foundations, footings, structural members, exterior walls and supporting components of each Building to construct, install, operate, maintain, repair, renew and replace any Common Improvements.

2.4 Easement for Unintentional Encroachments. In the event that, by reason of construction, settlement or shifting, any Building, Common Improvement or other improvement originally constructed by the Association and located on the Property encroaches or shall hereafter encroach upon any portion of any Building, the Common Areas or any other valid easements then an easement for the maintenance of such encroachment is hereby established and shall exist for the benefit of (i) in the case of a Building, the Association or the individual members of such Association, or (ii) in the case of Common Improvements, the Association. However, in no event shall a valid easement for any encroachment be created in favor of any Building if such encroachment results from the willful conduct of the Association or individual members of such Association or such Owner so encroaching.

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2.5 Trash Area Easement. The Association may from time to time designate certain portions of the Common Areas to be used for trash disposal purposes. The Association shall provide suitable trash receptacles for such purposes and shall maintain such trash areas in a neat and orderly manner consistent with the ownership of a first-class residential development.

2.6 Other Easements. The Association may negotiate, accept and allow access easements in, over and across neighboring property in order to provide for the ingress and egress of Owners, and each Owner's occupants, guests and licensees to the Property. Notwithstanding the foregoing, the Association shall not exercise any of such rights in a manner so as to interfere with the rights of use and enjoyment of the Common Areas as granted in this Amendment.

2.7 Blanket Easement in Favor of the Association. A blanket easement is created and granted in favor of the Association and the Association's representatives, agents, associates, employees, contractors, subcontractors, successors and assigns for the purpose of (i) access and ingress to and egress from the Property or any part thereof, (ii) construction, installation, repair, replacement and restoration of any improvements constructed or to be constructed by the Association on the Property, including Buildings, Common Improvements, utilities, driveways, landscaping and any other improvements on the Property or any part thereof, including the right to restrict and regulate access to the Property or any Common Improvement, for the purposes of completing construction and renovation of these areas or the improvements thereon, and (iii) for such purposes as described in Article VII hereof.

2.8 General Provisions. All easements and rights described in this Amendment shall be perpetual nonexclusive easements appurtenant to and running with the land. They shall at all times inure to the benefit of and be binding on the undersigned, the Owners and their mortgagees from time to time of any Residence and their respective heirs, administrators, executors, personal representatives, successors and assigns, subject to the rules and regulations which may be adopted by the Board from time to time. Notwithstanding any provision herein to the contrary, the easements created under this Article shall be subject to: (i) the right of the Association to improve the Property in accordance with such plans and specifications as the Association deems appropriate; and (ii) the right of the Association to execute all documents and do all other acts and things affecting the Property which, in the Association's opinion, are desirable in connection with the Association's rights hereunder, provided any such document or act or thing is not inconsistent with the property rights of any Owner in and to such Owner's Residence.

ARTICLE III USE, MAINTENANCE AND RESTRICTIONS RELATING TO COMMON AREAS AND BUILDINGS

3.1 Use of Common Areas. Each Owner, and such Owner's Occupants, tenants, guests, agents and invitees, shall have the right to use and enjoy the Common Areas and Common Improvements in common with all other Owners, subject to the

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terms and provisions hereof. The use of the Common Areas and any Common Improvements thereon shall be subject to and governed by the provisions of this Amendment, the Association's Articles of Incorporation, the by-laws of the Association, and the rules and regulations, promulgated from time to time by the Board. If an Owner, a member of such Owner's family or household pet, or a guest or other authorized occupant or visitor of such Owner shall cause damage to the Common Areas or Common Improvements, or cause maintenance, repairs, or replacements to be required that would otherwise be a Common Expense, then such Owner shall pay for that damage and maintenance, repairs and replacements, as may be determined by the Board, to the extent not actually reimbursed to the Association by its insurance carrier pursuant to the terms and conditions of the Association's policy, or any policy endorsement in effect for the benefit of the Association.

3.2 Maintenance of the Buildings.

(a) In the case of the One Owner Building, the Owner of the One Owner Building shall be solely responsible for the maintenance, repair and replacement at such owner's expense of all aspects of One Owner Buildings. Each Owner shall maintain in first-class condition and repair the interior portion of such Building, including all Residences, and all exterior portions of such Buildings, including, without limitation, painting, staining, refinishing, maintaining, repairing, replacing and tuck pointing the exterior surfaces and structural components of the Building, located thereon, including, without limiting the generality of the foregoing, all siding, outer walls, shutters, gutters, downspouts, screens, doors, glass surfaces exterior walls, roof and foundation, keeping the same in good condition and repair and otherwise in a manner consistent with a first-class residential development. In the event any Owner fails to maintain or repair such One Owner Building as aforesaid, the Association shall have the right, but not the obligation, to enter upon such Owner's Building to perform such maintenance or repair and such Owner shall promptly pay upon demand all costs and expenses of the Association incurred thereby. The cost of any maintenance, repairs and replacements performed by the Association under this Section 3.2(a) shall be charged to the Owner benefited thereby and shall be added to the next assessment payment due from such Owner and shall bear interest at the then prevailing judgment rate until paid and shall constitute the personal liability of such Owner and shall be a continuing lien on such One Owner Building enforceable as provided in Article VI hereof.

(b) In the case of a Multiple Owner Building, each Owner shall be responsible for an Assessment in a percentage proportionate to their respective ownership share, to be determined at the discretion of the Board for the maintenance, repair and replacement of all such Building, including but not limited to, the roof, footings, foundation and exterior walls associated with such Building, provided. This additional assessment shall be collected by the Board as a regular, second monthly assessment which shall be held in reserve for the use of repair and replacement to the Multiple Owner Buildings, including interior

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common areas and exterior Building maintenance. Repairs and replacements for Multiple Owner Buildings shall be managed by Building Committee of the Board. Such maintenance, repairs and replacements shall be made when and as deemed necessary by the Multiple Owner Building Committee of the Board in order to maintain the affected Building in a manner consistent with a first-class residential development. Each Owner shall maintain in first-class condition and repair the interior portion of such Owner's Residence. The exterior portions of such Multiple Owner Buildings that shall be maintained by the Association, include but are not limited to, painting, staining, refinishing, maintaining, repairing, replacing and tuck pointing the exterior surfaces and structural components of such Buildings, including, without limiting the generality of the foregoing, all siding, outer walls, shutters, gutters, downspouts, screens, doors, glass surfaces exterior walls, roof and foundation, keeping the same in good condition and repair and otherwise in a manner consistent with a first-class residential development. The cost of any maintenance, repairs and replacements performed by the Association under this Section 3.2(b), to the extent not covered by the applicable reserve account for such Building, shall be charged to the Condominium Unit Owners at a rate consistent with their proportionate ownership interest in the Building as part of a special assessment and shall be added to the next assessment payment due from such Owners, shall bear interest at the then prevailing judgment rate until paid, shall constitute the personal liability of such Owners and shall be a continuing lien on such Owners' Building enforceable as provided in Article VI hereof. Any such costs incurred by the Association on behalf of such Owners for such maintenance, repairs and replacements of any portion of a Multiple Owner Building shall not be paid out of any assessments collected with respect to or reserve accounts established by the Board for the repair and replacement of the Common Elements.

3.3 Maintenance by Association. The Association shall be responsible for the maintenance, insurance, up-keep, repair, landscaping, gardening, materials, supplies, labor, structural alterations to the improvements located within the Common Elements, services, cleaning, decorating, improvement, replacement and snow removal with respect to, from and to the Common Elements and, to the extent hereinafter set forth, within the Open Spaces, which responsibilities shall include but shall not be limited to the following:

(a) The maintenance, including snow removal, repair and replacement of the roadway and parking areas (including guest parking), walks, paths, access areas, and all other improvements on or through the areas of the Development subject to the Access Easements, provided, however, nothing herein contained shall impose upon the Association any greater duty with respect to snow removal than is otherwise imposed by law;

(b) Subject to the obligations of utility service providers or governmental entities for such work, the maintenance, repair and replacement of utility lines, sewer and water submains, conduits and meters which service and

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benefit any Building (but not including any utilities, etc., within the Building Pads), or the Common Elements or which are the subject of any Utility Easement;

(c) Providing Building exterior trash removal services to the Development, including provision for trash receptacles (including so-called "dumpsters") as may be required for the Buildings and the improvements within the Common Elements, provided that the location of such receptacles on the Common Elements or the Open Spaces, the landscaping or other masking, if any, related thereto, shall be within the discretion and control of the Association;

(d) The maintenance, repair and replacement of all light fixtures throughout the Common Elements, the Open Spaces, including without limitation, the cost of the operation, maintenance, repair and replacement of the 150 watt high pressure sodium vapor lights and light fixtures mounted on the fifty-two (52) Buildings listed on Exhibit D attached hereto and made a part hereof, but not including the cost of the operation, maintenance, repair and replacement of the 35 watt high pressure sodium vapor light fixtures mounted on all of the Buildings;

(e) The maintenance, repair, replacement and cost of operation of the battery power packs ("Battery Packs"), currently located within the Buildings at 9966, 10050 and 10120 Holly Lane, for the operation of the underground sanitary sewer lift stations serving the Development;

(f) The payment of all charges and expenses associated with services provided to the Common Element Expenses as required hereby; and

(g) Taking such action as may be necessary or deemed prudent to cause real estate taxes on the Common Elements to be eliminated or reduced in accordance with applicable law.

(h) Payment of all real estate taxes or general or special assessments levied on or allocable to the Common Areas, Common Improvements and upon such other items for the general benefit of the Owners;

(i) The acquisition, construction and payment for any emergency items or other items otherwise required for the preservation and safety of the Common Areas or by applicable law or ordinance or regulations promulgated pursuant thereto, or by any covenants, conditions and restrictions of record governing all or a portion of the Property, the cost of which shall be funded by charges against the reserves maintained pursuant to Section 6.4, or if sufficient funds are unavailable therefrom, then by special assessment pursuant to the provisions of Section 6.5, which special assessment shall be enforceable and collectible as provided therein; provided, however that the Board shall not be required to secure the approval of the voting Members as set forth in Section 6.5 for any items required under this Section 3.3(j); and

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- (j) the items described in Section 3.4;

3.4 Landscaping and Lawn Maintenance Services. The maintenance and upkeep of all landscaping located anywhere on the Property shall be the responsibility of the Association, including all landscaped areas included on any Building. Any change to the landscaping located anywhere on the Property shall require the prior approval of the Board. The Association shall cause the lawn and shrubbery, trees and plantings located on the Property to be watered as often as may be deemed advisable and necessary by the Board. The Association shall be responsible for and shall have exclusive authority to perform the maintenance (including without limitation, fertilizing, spraying, weed control, mowing, trimming, pruning and cultivating) and replacement required on account of natural causes of the lawn, shrubbery, trees, evergreens or plantings on the Property. The landscaping and lawn maintenance costs incurred pursuant to this Section shall be Common Element Expenses. The Association may assess as a special assessment as provided in Article VI for maintenance or replacement costs against any Owner where such maintenance or replacements are necessitated by reason of the act or neglect of such Owner.

3.5 Further Rights and Duties. The Association shall have the right of ingress and egress over and upon the Development for any and all purposes connected with the responsibilities of the Association hereunder with respect to an Association Easement; and in connection with the performance by the Association of its rights and obligations hereunder, the following shall be applicable:

(a) In no event shall the Association be responsible for the maintenance, repair and replacement of the Buildings, including but not limited to the structural elements, exteriors and roofs of such Buildings out of the Common Element Expenses or for the maintenance repair or replacement of portions of the respective Open Spaces, except to the extent as may be specifically provided for herein;

(b) The Board shall have the right to determine exterior Building standards including but not limited to exterior color, construction materials, types of and repair standards; provided, however, that any such determination can only apply prospectively and cannot require an Owner to modify improvements that otherwise comply with the Amendment;

(c) The Association, by notice to affected Owner(s), may undertake the performance of maintenance, cleaning and/or painting with respect to the exterior of a Building or Buildings for purposes of curing any default by the Owner(s) in question under any of the Association Instruments; and

(d) Under the circumstances described in subsection (c) above, the offending Owner(s) shall be responsible for the payment of all costs incurred by the Association in performing work described therein, which is not satisfied by the additional reserve established for such maintenance, repairs and replacements

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for Multiple Owner Buildings, and which amount shall be paid to the Association within ten (10) days after written demand upon such Owner(s) specifying the amount due; and in the event such amount is not paid within such ten day period, the Association shall have the same rights and remedies as it would have in the case of an unpaid Monthly Assessment Payment against an Owner(s) who is in default of making a Monthly Assessment Payment.

3.6 Restrictions. Each Owner, Occupant, Benefitted Party, or other person claiming any interest in any part of the Development, however derived, and their respective agents, contractors, successors, assigns and grantees (all for the purposes hereof collectively called "Restricted Parties" and individually, a "Restricted Party") shall be subject to the following restrictions and limitations:

(a) No Restricted Party may alter, add or change the exterior of a Building, including by way of illustration, changes to the exterior painting and brick or stone, or placing of any signs in windows, doors or any other portion of a Building or permitting any items to protrude from windows, doors or any other portion of a Building, without in each instance the prior written approval of the Association which approval may be withheld in its absolute discretion;

(b) No Restricted Party may use any part of the Common Elements or Open Spaces for the parking or storage of vehicles, bicycles, motorcycles, trailers or other items, except in the portions of the Common Elements or Open Spaces designated for such purpose and then only in accordance with Association Rules and Regulations and Regulations;

(c) No Restricted Party may place upon any portion of the Common Elements or Open Spaces any furniture, equipment, pools, trash bins or receptacles, signs (including signs indicating that the Building, Condominium Unit or Unit therein is for sale or for rent), or other items, whether or not affixed, except as may be permitted by the Association Rules and Regulations and Regulations, or if not permitted by the Association Rules and Regulations, without in each instance the prior written approval of the Association;

(d) No animals of any kind shall be raised, bred or kept in or about any Property except that dogs, cats or other usual household pets may be kept in a Residence, subject to rules and regulations from time to time adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose; and further provided that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Development upon three (3) days' prior written notice from the Board in which case the decision of the Association shall be final. Pets shall be leashed at all times when outside any Residence and all pet waste shall be immediately removed from any Parcel by the pet's owner.

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(e) No noxious, offensive or illegal activity shall be carried on anywhere in or on a Building, the Common Areas, or anywhere on the Property nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants.

(f) No campers, trucks, mobile homes, snowmobiles, trailers, buses, commercial vehicles, vans, vehicles not bearing a current license plate, inoperable vehicles, boats, motorcycles, bicycles, sleds or other recreational vehicles shall be parked on any portion of the Common Areas or any exterior parking spaces constituting a portion of the Development. No maintenance of any vehicle shall be performed on any portion of the Property. The foregoing restrictions shall not apply to any trucks or other vehicles owned by the Association, its contractors, subcontractors, material suppliers, agents and employees which may be parked on any portion of the Common Area or as necessary to make service calls.

(g) No clotheslines, clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of a Building or from any part of a Condominium Unit. All rubbish, trash and garbage shall be placed in closed plastic bags, deposited in closed trash receptacles and regularly removed from each Building by the Owners and/or Occupants and otherwise in accordance with any rules or regulations made by the Board from time to time.

(h) No machinery, equipment, building materials and supplies or similar items may be stored, kept or maintained on any part of a Building or the Property. No lawn furniture, swing sets, playpens, sandboxes or other recreational or playground equipment or barbecue grills may be placed or used on any part of the Common Areas except as otherwise permitted or provided for by the Association. No basketball poles or nets shall be permitted on the exterior of any Building except as otherwise permitted or provided for by the Association. No swimming pools shall be permitted on the Property except for as otherwise provided for by the Association. No statuary, sculpture or other objects purporting to be artistic in nature shall be located outside of any Building or on the Property.

(i) All exterior lighting and seasonal lighting and decorating on the Property shall be subject to rules, regulations and limitations of the Board.

(j) No satellite dishes, radio or television antennas shall be affixed to or placed in, through or upon the exterior walls, roof or windows of a Building, or shall be installed anywhere on any part of a Building, except as approved by the Association. No short-wave radio or other type of radio transmitter shall be permitted in or about any Residence which may interfere with the radio or television reception in any Other Residence. No Owner shall at any time install recessed speakers in common walls or common ceilings of a Building. In addition, the Owner of a Residence shall be responsible for the addition of any

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soundproofing in such Residence should it become necessary to prevent sound from audio equipment from being transmitted into adjoining Residences.

(k) No wall sleeve or window air conditioning unit shall be installed in any Building without the prior approval of the Association. Each wall sleeve or window air conditioning unit permitted or approved pursuant to the immediately preceding sentence shall be neat, properly maintained and in keeping with the character of the community and shall be allowed only between May 1 and September 30 of each year.

(l) No sheds, greenhouses, solariums, out buildings, storage buildings, tents or other structures of any kind shall be erected on any part of a Building or Common Area.

(m) No Owner shall alter the grading of any portion of the Property from the grading originally installed by the Association. No Owner shall alter the landscaping originally furnished to any portion of the Property by the Association or remove or add any shrubbery, trees, gardens, plants, rock gardens, fountains or other elements of landscaping on the Property.

(n) No sign, banner, billboard, or other display or advertising device of any character shall be erected or maintained upon any part of a Building, except by the Association.

(o) No snowmobiles, dune buggies or similar type motorized vehicles may be operated anywhere on the Property.

(p) No planting or landscaping by an Owner shall be permitted on any portion of the Property. All landscaping and maintenance thereof on the Property shall be the responsibility of the Association, as described in Section 3.4 except with respect to any landscape plants, trees, bushes and other material which shall be removed by the Association by reason of damage, disease, overgrowth or other reason shall be replaced in type, size and kind by the Association.

(q) There shall be no obstruction of the Common Areas and nothing shall be stored on the Common Areas without the prior consent of the Board, except as otherwise in this Amendment expressly provided.

(r) Nothing shall be done or kept in or upon any portion of the Property which will result in (i) an increase in premiums for any insurance secured by an Owner or the Association over then prevailing rates, without the prior written consent of the Board, or (ii) the cancellation of any insurance on any portion of the Property, or (iii) the violation of any law.

(s) No waste shall be committed on the Property by any Owner.

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(t) Use and Occupancy. Each Building and/or Condominium Unit shall be allowed to be used for (i) premises which are used by a professional or quasi-professional Occupant thereof as both a residence and an ancillary or secondary facility to an office established elsewhere; (ii) premises which are owned by a corporation, partnership or other business entity and used for the purpose of entertaining and housing as an adjunct to the conduct of its business elsewhere; or, (iii) premises used principally as a residence by the Occupant thereof but also used for other purposes which are customarily incidental to such residential use, such as, without limitation, maintaining a home office, keeping personal business, professional records and accounts, and handling personal business, professional telephone calls and correspondence and receiving visitors related to the Occupants business.

(u) Limitations Upon Rights and Use of Enjoyment. The rights and use of enjoyment by each Owner or Occupant shall be limited by and subject to the right of the Association to proscribe reasonable rules and regulations (herein called the "Association Rules and Regulations") for the Development, including use of the Open Spaces and Common Elements.

3.7 Remedies. The violation by an Owner or its agents or invitees of any covenant, condition or restriction of record governing all or a portion of the Property, or of any rule or regulation adopted by the Board, or breach of any provision herein contained, shall give the Board the right, upon not less than thirty (30) days advance written notice to the Owner responsible for the violation, to take the following actions in the event the violation is not cured within such thirty (30) day period (or immediately in the event of any matter of an emergency nature which might result in damage to persons or property):

(a) To enter upon any part of the Property where such violation or breach exists (including any Owner's Residence) and summarily abate and remove, at the expense of the defaulting Owner or any Condominium Association, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association, or its beneficiaries, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass.

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any breach.

(c) To levy fines in such reasonable amounts and pursuant to such procedures for hearings and appeals as the Board from time to time determine against any Owner(s).

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of

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eighteen percent (18%) per annum (or the maximum rate permitted by law) until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien for all of the same upon the Residence of such defaulting Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

3.8 Damage or Destruction. In the event of any damage to a Building by fire or other casualty, the Owner(s) thereof shall repair, restore and rebuild the portion of such Building so damaged or destroyed shall not contain more than six (6) rental units, shall nearly as possible be maintained on the existing Building Pad, shall not be more than three (3) stories in height and shall as nearly as possible resemble the appearance of the other Buildings within the Development; provided that any repair, restoration or rebuilding of any Building shall commence immediately preceding such fire or other casualty and as promptly as possible, but in all events within forty-five (45) days after the occurrence of such casualty, unless prevented from doing so by inclement weather or other causes beyond such Owner's reasonable control, and any repair, restoration or rebuilding of any Building once commenced shall proceed with due diligence. All such repairs, restoration or rebuilding shall be done in a good and workmanlike manner with materials comparable to those used in the original Building and shall conform in all respects to the laws and ordinances in force at the time of such repair, restoration or rebuilding as well as all covenants, conditions and restrictions of record governing all or a portion of the real property underlying such Building. In order to assure the proper completion of the work concerned, the Association shall have the right, but not the obligation to exercise such supervision and direction over any and all repair, restoration and reconstruction carried out pursuant to the provisions of this Section 3.8, and the Owner(s) of each Building which shall have been damaged or destroyed shall fully cooperate with and abide by any and all instructions and directions of the Association in connection therewith. Should such Owner fail to reconstruct such Building as foresaid, the Association may undertake to do such construction as it deems necessary and to charge such Owner(s) the costs thereof. All such construction costs shall be promptly paid by Owner(s) upon the Association providing such Owner(s) with copies of the bills evidencing such construction costs. Any amounts so charged to a Owner(s) shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum rate permitted by law) and constitute a lien in the same manner as provided in Section 7.1 hereof and shall be enforceable as provided in Article VII hereof.

3.9 Flood Remediation. The Association anticipates the need to install a flood remediation system that will benefit all the Owners and the Association. As such, any flood remediation expenses shall be Common Expenses to be shared equally amongst the Owners. The flood remediation system shall constitute a Common Element and shall be maintained as such.

ARTICLE IV ADMINISTRATION

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4.1 Association. The Association has been formed as a not-for-profit Illinois corporation under the General Not-For-Profit Corporation Act of the State of Illinois having the name "HERITAGE VILLAGE POINTE CONDOMINIUM ASSOCIATION". The Association by quit-claim deed shall possess a fee simple ownership of the Common Areas and Common Improvements. The administration of the Common Areas and Common Improvements shall be vested in the Association, through its duly elected Board, and the Association shall, to the extent hereafter provided and subject to the limitations hereafter contained, be the governing body relating to the use, maintenance and repair of the Common Areas and Common Improvements.

The administration of the Common Elements relating to Multiple Owner Buildings shall also be vested in the Association. The Association shall, to the extent hereafter provided and subject to the limitations hereafter contained, be the governing body relating to the use, maintenance and repair of the Multiple Owner Building Elements.

4.2 Membership. Every Owner shall be a Member of the Association and such membership shall automatically terminate when such Person ceases to be an Owner. Membership is appurtenant to and shall not be separated from ownership of a Building or Condominium Unit. Each Owner by acceptance of a deed or other conveyance of a Building or Condominium Unit thereby becomes a Member, whether or not this Amendment of such membership is made a part of, incorporated by reference or expressed in said deed or conveyance. Termination of membership shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Residence or the Association during the period of such ownership and membership in the Association. Furthermore, termination of membership shall not impair any rights or remedies which the Board or others may have against such former Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto.

4.3 Board of Directors. The affairs of the Association shall be managed by the Board.

(a) Election. Following the adoption of this Amendment, the Owners shall elect five (5) directors to serve on the Board. There shall be one (1) vote per Owner for a One Owner Building and one (1) vote per Owner of a Condominium Unit in accordance with their respective proportionate Share of interest in the Association. At all times the Board shall be comprised of at least two Investor-Owner members and two Individual-Owner members who receive the highest number of votes in the election in accordance with each Owner's allocated Share. The fifth director position shall be filled by the candidate who receives the highest percentage share of votes, after the top two candidates in each Member category.

(b) Term. The Member from each Owner category who receives the highest number of votes shall serve a term of two (2) years. The Members from

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each Owner category who receives the second highest votes shall serve a term of one (1) year. The fifth Member who receives the next highest number of votes generally, regardless of Owner category, shall serve for an initial term of one (1) year. Thereafter, all Members of the Board shall serve two (2) year terms subsequent to election, unless the Owners elect to remove or replace such Board members in accordance with Section 4.3(j) prior to the expiration of such term or such Board members shall cease to be Owners prior to the expiration of such term.

(c) Resignation. A Board member may resign upon thirty (30) days' prior written notice to the Board. Such vacancy shall be filled by the majority vote of the remaining members of the Board. The Member appointed to fill the position shall be from the same Owner category as the Board member who resigned.

(d) Compensation. Board members shall receive no compensation for their services executed as a member of the Board.

(e) Authorization. The President or any other authorized Officer of the Association shall be authorized to receive notices on behalf of the Association and shall have the power to execute all instruments, including this Amendment, and to execute or cause to be transmitted all notices.

(f) Annual Meeting. At each annual meeting of the Members, the Owners shall be entitled to vote for candidates for election of directors to the Board to fill any vacancies or expired terms. There shall be one (1) vote per Owner for a One Owner Building and one (1) vote per Owner of a Condominium Unit in accordance with their proportionate Share of their interest in the Building and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to Owners biographical and background information about candidates for election to the Board if: (i) no preference is expressed in favor of any candidate, and (ii) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

(g) Regular Meetings. Meetings of the Board shall be held at least four times a year, one of which may be held immediately after, and at the same place as, the annual meeting of Members. The Board shall, by regulations which the Board may, from time to time adopt, provide the time and place for the holding regular meetings of the Board.

(h) Special Meetings. Special meetings of the Board may be called by or at the request of the President or two members of the Board. The person or

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persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

(i) Notice. Written notice of any special and regular meetings of the Board shall be sent and posted at least ten (10) days prior to the date of such meeting but not more than thirty (30) days in advance. The business to be transacted at, or the purpose of any regular or special meeting of the Board shall be specified in the notice.

(j) Vacancies. Any Officer may be removed at any meeting of the Board by a unanimous vote of the other Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof. Such vacancy shall be filled by the majority vote of the members of the Board present at such meeting. A Director appointed to fill an Officer position shall serve for the remaining term of the office to be filled.

(k) Election of Officers. The Board shall elect from among its Directors a President who shall preside over both its meetings and those of the Members, if any, and who shall be the Chief Executive Officer of the Board and the Association; a Vice President, who, in the absence of the President, shall perform the duties of the President; a Secretary, who shall keep minutes of all meetings; a Treasurer, who shall have charge and custody and be responsible for all funds of the Association; and such other Officers as the Board shall see fit. The Officers shall be elected annually by the Board at the regular annual meeting of the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board.

(l) Qualifications of Board. Each Director of the Board shall be an Owner in good standing. In order to be in good standing a Director must be current in his regular monthly and special Assessments. In the case of a Director who is a Condominium Unit Owner, the Director must also be current in his Multiple Owner Building Assessment. If a Director becomes more than thirty (30) days delinquent with any of the applicable Assessments identified above and does not become current before notice of the next Board meeting is to be published to the Association, then he shall be precluded or unable to vote at the next meeting of the Board and if such Director remains delinquent for any applicable assessments for a second subsequent meeting of the Board then he shall be removed from the Board and an appointment shall be made at the next Board meeting. The Director appointed to serve shall be of the same Owner category as the Director removed and will serve out that term.

(m) Quorum. A majority of the Board shall constitute a quorum for the election of Officers and for the transaction of business at any meeting of the Board, provided that, if less than a majority of the directors are present at the meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein, any

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action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

(n) Removal. Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owner(s) shall be given an opportunity to be heard at the meeting. If such vote is to take place at a meeting other than an annual meeting, notice shall be provided to all Voting Members of a special meeting to consider the removal of a Director from office. Upon the establishment of a quorum, any Director may be removed from office with or without cause only upon the establishment of a three-fifths majority of the Voting Members present at such meeting provided however, the Director appointed to serve shall be for the same Owner category as the Director who resigned or was removed. Any Director may resign at any time by submitting his written resignation to the Board as provided for in subsection (c) above. If a Director ceases to be an Owner in good standing or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a majority of the remaining Directors at any regular meeting or at any special meeting called for the purpose and any successor so appointed shall serve the balance of his predecessor's term.

(o) Open Meetings. Each meeting of the Board, to the extent required by law, shall be open to any Owner and, if required under the Act, notice of such meeting shall comply with Subsection (f) above and posted conspicuously upon the Condominium Property at least ten (10) days prior thereto. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting.

(p) General Provisions. The Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

4.4 Meetings of Members. Meetings of Members shall be held annually at the discretion of the Board and at such places and times as shall be designated in any notice of a meeting by the Board. Any notice of an annual meeting of Members shall include a meeting agenda. Special meetings of the Members may be called at any time for any reasonable purpose by the President, a majority of the Board or by at least 20% of the Members and notice shall be sent and posted at least ten (10) days prior to the date of such meeting but not more than thirty (30) days in advance.

(a) Notices. Written notices of annual or special meetings shall be delivered personally or by mail to the Members, addressed to each such Member at the address given by him to the Board, or if no address shall be given, addressed to such Member to the address of such person's Building or

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Condominium Unit. Notices shall state the purpose, place, day and time of the meeting and shall be sent and posted at least ten (10) days prior to the date of such meeting but not more than thirty (30) days in advance.

(b) Quorum. The Members holding twenty percent (20%) of the votes in person or by proxy that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of the Members, a majority of the Members present may adjourn the meeting from time to time and without further notice.

(c) Voting. Voting for Directors shall be non-cumulative. There shall be one (1) vote per Owner for a One Owner Building and one vote per Owner of a Condominium Unit in accordance with their proportionate Share of their interest in the Building. If a One Owner Building or Condominium Unit is owned by more than one person, the voting rights with respect to such Building or Condominium Unit shall not be divided. If only one of the multiple Owners of a One Owner Building or Condominium Unit is present at a meeting, he is entitled to cast the vote allocated to that One Owner Building or Condominium Unit. If more than one of the multiple Owners are present, and if anyone of the multiple Owners cast the votes allocated to that One Owner Building or Condominium Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the One Owner Building or Condominium Unit, there is deemed to be majority agreement. If such multiple Owners cannot agree upon the casting of the vote allocated to such One Owner Building or Condominium Unit, then such vote shall not be counted with respect to any such matter.

(d) Special Meetings. Special meetings of the Members may be called by the Board, the President, or not less than twenty percent (20%) of the Members. All matters to be considered at special meetings of the Members called by not less than twenty percent (20%) of the Members shall first be submitted in writing to the Board not less than seven (7) days prior to the date of the special meeting of the Members called to consider such matters.

(e) 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. No proxy shall be valid after eleven (11) months from the date of its execution. Any proxy distributed for election of members of the Board shall give Owners the opportunity to designate any person as the proxy holder and shall give the Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name. Any proxy must be executed in writing by the Owner (if more than one Owner of a Residence, then only one such Owner need execute the proxy) or his duly authorized attorney-in-fact and must bear the date of execution.

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(f) Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Residence pursuant to an installment contract, the seller of such Residence shall retain all rights of a Member hereunder, including the right to vote for the election of members of the Board, until the actual closing and conveyance of such Residence.

(g) Manner of Acting. Except as set forth below, any action to be taken at any meeting of the Members at which a quorum is present shall be upon the vote of more than fifty percent (50%) of the Members represented at such meeting. The following matters shall require the affirmative vote of not less than sixty seven percent (67%) of all the Members at a meeting duly called for that purpose: (i) merger or consolidation of the Association; (ii) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the property and assets of the Association; or (iii) the purchase and sale of land on behalf of the Owners.

4.5 General Powers of the Board. The Board shall have the following general powers:

(a) To adopt reasonable rules and regulations governing the use, operation, maintenance and administration of the Common Areas, Common Improvements and Buildings and to amend them from time to time. The Board shall have all the powers necessary and incidental to the operation and management of the Association and to take such action as may be required to enforce the provisions of this Amendment and any rules and regulations adopted by the Board.

(b) To prepare, adopt and distribute the annual budget of the Association. If an adopted Budget requires assessment against Owners in any year exceeding one hundred fifteen percent (115%) of similar assessments for the preceding year, the Board, upon written petition by Owners representing twenty percent (20%) of the Association may, within fourteen (14) days of the Board action, petition and require the Board to call a meeting of the Owners within thirty (30) days of the date of filing of the petition to consider the Budget. Unless a majority of the votes of the Owners are cast at the meeting to reject the Budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and budgeted expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

(c) To levy and collect assessments from the Owners, as applicable, and to impose charges for late payments of or an Owner's assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be

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heard, to levy reasonable fines for violations of this Amendment and the rules and regulations of the Association.

- (d) To engage the services of a manager or managing agent, who may be any person, firm, or corporation, subject to the restrictions set forth in this paragraph, on such terms and compensation as the Board deems fit, provided that the Board shall reserve the right to discharge such manager or managing agent for cause on not more than ninety (90) days' written notice and the term of any such engagement shall not exceed two (2) years. The Board shall not engage the services of a manager or managing agent who is related by blood or marriage, in the case of a person, or in which any member of the Board, or such members' family, holds or retains directly or indirectly an ownership or profits interest in the firm or corporation engaged to perform such services. Each Board Member, prior to the engagement of a manager or managing agent, shall provide a statement as to any interest possessed by such Member or relatives in a form as may be adopted by the Board from time to time.
- (e) To formulate policies for the administration, management and operation of the Common Areas, Open Spaces and to provide for the implementation thereof.
- (f) To adopt Association Rules and Regulations governing the administration, management, operation and use of the Development and to amend such rules from time to time.
- (g) To estimate the amount of and adopt and distribute the annual budgets, and to provide the manner of assessing and collecting from each Owner their respective shares of such estimated expenses.
- (h) To adopt further rules of procedure for the administration of the Board and the Association, provided that the powers of the Board shall at all times be subject to the provisions of this Amendment, as now existing or as hereafter amended.
- (i) To exercise all other powers and duties of the Board referred to herein and to perform all acts necessary to implement this Amendment and other responsibilities delegated to the Board or the Association.
- (j) To retain legal counsel, accountants and other professionals as may be required for general purposes relating to the activities of the Association.
- (k) To maintain the maintenance building on the Common Elements and to lease space therein to Building managers.
- (l) The Board shall establish a Budget Committee to review the

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financial condition of the Association and Common Areas. The Budget Committee shall consist of five members, two of which shall hold the position of co-chairman. One co-chairman shall be a Building Owner Director and one co-chairman shall be a Condominium Unit Owner Director. The members of the Budget Committee shall serve a one (1) year term. It is the express purpose of this committee to establish the budget for all common area management, maintenance, upkeep and improvements and the establishment of the general assessment and reserve fund for those areas. This committee will present to the Board an overall budget which will be composed of the Budget for Common Areas and will incorporate the budget for Multiple Owner Buildings.

(m) The Board shall establish a Building Committee to review the condition of the Multiple Owner Buildings included in the Association. The Building Committee shall consist of five members. The chair of the Building Committee shall be a Condominium Unit Director and the committee shall have a majority of Members who are Condominium Unit Owners. The members of the Building Committee shall serve a one (1) year term. It is the express purpose of this committee to oversee spending from the budget for the management, maintenance, repair and upkeep for Multiple Owner Buildings.

(n) To engage the services of any persons (including but not limited to accountants and attorneys) deemed necessary by the Board at such compensation deemed reasonable by the Board in the operation, repair, maintenance, and management of the Common Areas and Common Improvements, and to remove, at any time, such personnel.

(o) To enter into contracts on behalf of, and to purchase or secure in the name of, the Association any materials, supplies, insurance (including, without limitation, directors and Officers liability insurance), equipment, fixtures and labor required by the terms of this Amendment, or which in the reasonable opinion of the Board shall be necessary or proper for the operation or protection of the Association and its members and for the enforcement of the provisions of this Amendment.

(p) To establish and maintain two (2) or more bank accounts (granting authority as the Board shall desire to one or more persons to draw upon such accounts) for the deposit of any funds paid to or received by the Association. To invest any fund of the Association in certificates of deposits, money market funds, or comparable investments.

(q) To pay real estate taxes, special assessments and any other special taxes or charges of any lawful taxing body, which are authorized by law to be assessed and levied upon the Common Areas and Common Improvements, and to seek relief from or in connection with the Assessment or levy of any real estate taxes, special assessments or charges.

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(r) To borrow money in the name of the Association to provide for the maintenance, repair or replacement of the Common Areas and/or any Common Improvements. The Board shall have the power to secure such funds by pledging and granting a security interest in the Assessments due the Association.

(s) To adjust the amount, collect and use any insurance proceeds to repair damages or replace lost property; and if proceeds are insufficient to repair damaged or replace lost property, to assess the appropriate Members in proportionate amounts to cover the deficiency.

(t) To enter upon, and to have its contractors, subcontractors and agents enter upon, the Common Areas and Buildings as may be required to exercise all of the rights and obligations granted to or imposed upon it pursuant to this Amendment or to correct any condition that in the Board's reasonable judgment is a nuisance or is damaging to the use, enjoyment, operation or maintenance of the Common Areas.

(u) To record the dedication of a portion of the Common Areas to a public body for use as, or in connection with, a street or utility where authorized by the Owners or this Amendment.

(v) To have standing and capacity to act in a representative capacity in relation to matters involving the Common Areas and Common Improvements on behalf of the Members.

(w) To exercise any and all powers, rights and authorities provided in the Illinois General Not-For-Profit Act, as amended from time to time. Nothing herein shall be construed to give the Association, or its Board, the authority to conduct an active business for profit on behalf of the Owners. All expenses, charges and costs of the maintenance, repair or replacement of the Common Areas and Common Improvements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by (i) the Association with respect to the Common Areas and Common Improvements, (ii) Condominium Unit Owners with respect to Multiple Owner Buildings, and (iii) One Owner Building Owners with respect to One Owner Buildings, and a written memorandum thereof shall be prepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital improvements on the Common Areas or to the Common Improvements (other than for purposes of repairing, replacing and restoring portions of the Common Areas or the Common Improvements) requiring an expenditure in excess of One Hundred Thousand Dollars (\$100,000.00) which will not otherwise be reimbursed by any Owner or through any insurance proceeds without the prior approval of (i) at least sixty-seven percent (67%) of (i) all Owners if such expenditure relates to the Common Areas or Common improvements, (ii) at least sixty-seven percent (67%) of all (a) affected Investment-Owners, if such expenditure relates

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exclusively to one or more Investment-Owned Buildings, or (b) affected Individual-Owners, if such expenditures relates exclusively to one or more Multiple Owner Buildings.

4.6 Liability of the Board of Directors. Neither the members of the Board nor the Officers of the Association shall be liable to any Owner for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and Officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Owners shall indemnify and hold harmless each of the members of the Board and each of the Officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and Officers of the Association on behalf of the Owners or arising out of their status as Board members or Officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Amendment. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, without limitation, attorneys' fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or Officers of the Association may be involved by virtue of having been such member or Officer.

4.7 Books and Records.

(a) The Board shall maintain the following records of the Association and upon request of any Owner or any first mortgagee of a Building or Condominium Unit, make them available for examination and copying at the office where such books and records are maintained, during normal business hours for any proper purpose upon prior written notice to the Board by such Owner or first mortgagee, or its designated mortgagee and duly authorized agents, accountants or attorneys:

(1) Copies of the recorded Amendment, other instruments relating to the Development, other duly recorded covenants and bylaws and any amendments, articles of incorporation of the Association, annual reports and Annual Rules;

(2) Detailed and accurate records in chronology order of the receipts and expenditures affecting the Common Elements and Open Spaces over which the Association has jurisdiction pursuant to the Association Easements and this Amendment, specifying and itemizing the maintenance and repair expenses incurred, and copies of all contracts, leases or other agreements entered into by the Association shall be maintained;

(3) The minutes of all meetings of the Association and the

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Board of the Association shall be maintained for not less than seven (7) years;

(4) Ballots and proxies related thereto, if any, for the election held for the Board of the Association and for any other matters voted on by the Owners shall be maintained for not less than one (1) year;

(5) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to law shall be maintained.

(b) The Board shall be required to retain a third party accountant in order to perform an annual audit of the Association's books and records which shall be made available annually to the Members of the Association.

(c) The Board shall be required to prepare and make available to the Members of the Association a quarterly profit-loss statement relating to the financial condition of the Association.

ARTICLE V

CONVERSION OF ONE OWNER BUILDING

5.1 Conversion of One Owner Building to Multiple Owner Building. Any Owner of the Building may, at their expense, convert a One Owner Building into a Multiple Owner Building, subject to the following requirements:

(a) The Owner of the Building must make a written application to the Board which sets forth the proposed reallocation of the new units of the percentage interest in the Common Element.

(b) The conversion shall comply with all relevant provisions of this Amendment.

(c) The conversion shall be effective as of the first day of the next month subsequent to the transfer of title or possession.

(d) The Owner of the Building subject to conversion shall be responsible for obtaining the appropriate property index number (PIN) and shall pay all costs of the Association and Board in connection therewith, including, but not limited to, attorneys' fees, survey costs and recording charges.

(e) The Voting Share allocable to the Building shall be changed or amended to reflect an allocation of the Voting Shares of the Building to the Condominium Unit Owners based upon the Condominium Unit Owners respective ownership interests in the Building after conversion, with the Owner

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responsible for all costs and fees related to the recording of an amendment of Exhibit F.

5.2 Conversion of Multiple Owner Building to One Owner Building. In the event that a Multiple Owner Building converts to a One Owner Building the following shall be required:

(a) The owner of the Building must make a written application to the Board setting forth the proposed conversion. The conversion shall comply with all relevant provisions of this Amendment.

(b) The conversion shall be effective as of the first day of the calendar month then succeeding such conversion.

(c) The Owner of the Building subject to conversion shall be responsible for obtaining the appropriate property index number (PIN) and shall pay all costs of the Association and Board related to the conversion.

(d) The Voting Share allocable to the Building shall be changed or amended to reflect the ownership interest in the entire Building after conversion, with the Owner responsible for all costs and fees related to the amendment of Exhibit F.

ARTICLE VI **INSURANCE**

6.1 Insurance Coverage.

(a) The Association is hereby authorized to maintain a blanket policy of insurance, including casualty insurance, liability insurance and workmen's compensation insurance, for the Common Elements and Open Spaces over which the Association has rights, duties and easements as provided for herein; and the premiums for such insurance shall be part of the Budget and shall be paid through the Assessments. The Board shall acquire coverage to assure against any loss relating to (i) the Common Elements and Open Spaces which shall be paid by all Members through the Common Element Assessment, and (ii) the Multiple Owner Buildings which shall be paid by affected Owners as part of their second, regular monthly Assessment which is kept separately by the Board for repair, maintenance and replacement costs association with the Buildings. The Board shall acquire a policy or policies of insurance insuring the Common Elements and the Buildings against loss or damage from fire, lightening and other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the Common Elements and the Buildings written in the name of, and to require a provision in such policy that the proceeds thereof shall be payable to the members of the Board, as trustees for each of the Building Owners and/or Condominium Owners,

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in the percentages of each Building Owner and/or Condominium Owners interest in the Common Elements.

(b) The Board on behalf of the Association shall have the authority and duty to acquire and maintain insurance for the Common Areas and Common Improvements located thereon as follows:

(1) Commercial General Liability Insurance. Commercial general liability insurance shall cover personal and bodily injury and property damage. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million (\$1,000,000) combined single limit per occurrence with a general policy aggregate of One Million (\$1,000,000) for personal and bodily injury or property damage. Such policy shall be endorsed to cover cross liability claims of one insured against the other.

(2) Umbrella Liability Insurance. If needed, umbrella liability insurance shall be in excess of the required comprehensive commercial liability and employer liability policies in an amount deemed desirable by the Board.

(3) Fidelity Insurance Fidelity insurance in the form of a fidelity bond indemnifying the Association, the Board, and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or its managing agent or of any other person handling funds of the Association, the Board or the Owners in such amounts as shall be determined by the Board. Such bond shall delete any exclusion pertaining to persons who serve without compensation from any definition of "employee" or similar expression and shall contain a managing agent endorsement if available. The Board may also obtain Blanket Crime insurance covering money and securities on and off the premises and depositors' forgery coverage in amounts as the Board shall deem desirable.

(4) Other. The Board shall obtain such other insurance as the Board shall deem desirable, which may include, without limitation, directors and Officers liability insurance and worker's compensation insurance as may be necessary to comply with applicable laws.

(c) All said policies of insurance:

(1) Shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Building and/or Condominium Unit, if any, as their respective interest may appear;

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(2) Shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Building and/or Condominium Unit Owner;

(3) Shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Building and/or Condominium Unit Owner elects to sell the Property or remove the Property from the provisions of the Act;

(4) Shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least thirty (30) days prior written notice to the mortgagee of each Building and/or Condominium Unit;

(5) Shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its Officers, member of the Board, the Owners, the managing agent, if any, their respective employees and agents and Building Owners, Condominium Unit Owners and Occupants, and;

(6) Shall contain a "Replacement Cost Endorsement".

(c) Premium. The premiums for the above described insurance and bond shall be Common Element Expenses paid by the Board on behalf of the Association.

(d) The proceeds of such insurance shall be applied by the Board or by the corporate trustee or agent on behalf of the Board for the reconstruction of the Building or shall be otherwise disposed of, in accordance with the provisions of the Amendment and the Act; and the rights of the mortgagee of any Building or Condominium Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of the Act with respect to the application of insurance proceeds to reconstruction of the Building and/or Condominium Unit. The Board may engage the services of, and such insurance may be payable to, a bank or trust company authorized to do so, execute and accept trusts in Illinois to act as Insurance Trustee, or as Agent or Depositary as an alternative to acting as Trustee, and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Amendment. The fees of such bank or trust company shall be common expenses.

The full insurable replacement cost of the Building and/or Condominium Unit shall include the replacement cost value of additions, betterments, alterations and improvements made in and to any Building and/or Condominium Unit; provided, however, that the Board shall not be responsible for obtaining insurance

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on such additions, betterments, alterations or improvements unless and until the Building and/or Condominium Unit Owner of such Building and/or Condominium Unit shall make a report of the same (together with the value thereof) to the Board and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums applicable thereto, which additional premiums are deemed a Common Expense, and upon the failure of insurance proceeds to restore the affected Building and/or Condominium Unit to a condition better than the condition existing prior to the making of such additions, betterments, alterations or improvements. Each Building and/or Condominium Unit Owner shall inform the Board in writing of additions, alterations, or improvements made by said Building and/or Condominium Unit Owner to his Building and/or Condominium Unit and the value thereof. Any increase premium charge therefore shall be assessed to that Building and/or Condominium Unit Owner. If a Building and/or Condominium Unit Owner fails to inform the Board as provided above, and a penalty is assessed in the adjustment of loss settlement, the Unit Owner shall be responsible for such penalty.

(e) Investment-Owners shall acquire and maintain their own policies of insurance for the Investment-Owned Buildings insuring the respective Buildings against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of the Buildings. Each Investment-Owner shall provide proof of insurance to the Association.

6.2 Insurance Carriers. All insurance provided for herein shall be effected under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Illinois.

6.3 Insureds. All policies of insurance of the character described above, with exception of One Owner Buildings, shall name as insureds the Association, the Board, the managing agent, if any, and the other agents and employees of the Association, Board and managing agent, and the Association in the Association's capacity as an Owner and shall also provide coverage for each Owner.

6.4 Insurance for Buildings. Each Owner shall maintain in full force and effect, with a reputable company licensed to conduct business in the State of Illinois, a policy of insurance covering such Owners' Building or Condominium Unit against loss or damage by fire and against loss or damage by occurrences now or hereafter embraced by standard extended coverage and vandalism and malicious mischief in one hundred percent (100%) of the full insurable replacement cost of such Building or Condominium Unit. Each Owner shall deliver to the Board a certificate of insurance confirming that such insurance is in effect and a certificate for all renewals thereof, and such certificate shall name the Association as an additional insured. In the event that any Owner shall fail to maintain the insurance required herein, the Association shall have the right, but not

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the obligation, to obtain such insurance in the name of such Owner and to add the cost thereof to the next monthly assessment due from such Owner.

6.5 Waiver of Subrogation. Whenever (a) any loss, cost, damage or expense is incurred by the Association or any Owner, or anyone claiming by, through, or under any such party in connection with any Parcel, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or is required under this Amendment to be so insured, then the party so insured (or so required) hereby releases the Association and all other Owners from any liability said party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or materially increase the cost thereof.

ARTICLE VII ASSESSMENTS

7.1 Personal Obligation. The Owners, by virtue of the recording of this Amendment, whether or not it shall be so expressed in such individual Owner's deed are deemed to covenant and hereby agree to pay to the Association such Assessments as are levied pursuant to an annual budget adopted by the Association pursuant to the provisions of this Amendment. Such Assessments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on each Residence and shall be a continuing lien on the Residence against which each such Assessment is made. Each Owner, other than the Association, shall be personally liable for such Owner's share of such assessments, together with the applicable interest, costs and late fees. Personal liability for such past due assessments shall not pass to an Owner's successor in title unless expressly assumed.

Each Owner shall be allocated a Share. Each One Owner Building Owner and each Condominium Unit Owner shall pay regular Assessments for their proportionate Share or Shares of the Common Element Expenses on a monthly basis. Each Condominium Unit Owner shall pay a second regular, monthly Assessment for expenses related to the maintenance, replacement and repair of all of the Multiple Owner Building Elements in accordance with the Owners proportionate Share for such items.

7.2 Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of the residents of the Association along with providing needed services for the improvement, maintenance, conservation, beautification, and administration of the Common Areas and Common Improvements and the establishment of such reasonable reserves, if any, as the Board deems appropriate, including, but not limited to, the payment of all costs and expenses and the provision of all services, materials, and property that the Board has the obligation or power to provide.

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7.3 Categories of Assessments. There shall be three categories of assessments as follows: (1) the general assessment, which shall be levied monthly against all owners to include all costs and expenses for the Common Areas expenses; (2) special assessments, which shall be levied for the purpose of defraying, in whole or in part, the cost of any unexpected repair, or replacement of the Common Areas or Common Improvements, including the necessary fixtures, and personal property related thereto or for any other reason and which depending on purpose may be levied against all Buildings or only as to Multiple Owner Buildings; and (3) the Multiple Owner Building Assessment which shall be levied monthly to include all interior and exterior expenses related to Multiple Owner Buildings.

7.4 Annual General Assessments/Budget.

(a) Each year on or before November 20th the Board shall estimate an annual budget of Common Element Expenses and Individual-Owner Expenses, including the total amount required for the cost of wages, materials, insurance, services and supplies that will be required during the next 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 Owner on or before November 20th in writing as to the amount of such estimate with a reasonable itemization thereof. Such Common Element Expenses shall be assessed to each Owner in accordance with their respective Shares, in accordance with the annual Association budget as determined by the Board. Such Individual-Owner Assessment Expenses shall be assessed to each Individual-Owner in accordance with their respective Share relative to the Shares of all Individual-Owners, all in accordance with the annual Association Budget.

(b) The Board shall be obligated to establish and maintain a reasonable reserve for contingencies and replacements of the contingencies and replacements and Common Improvements. Extraordinary expenditures not originally included in the annual budget, which may become necessary during the year shall be charged first against such reserve. If said regular assessment proves inadequate for any reason, including nonpayment of any assessments, the Board may at any time levy a further assessment in connection with the foregoing:

(1) The Board shall serve notice of such further assessment to each Owner affected by the further assessment by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the monthly maintenance payment which is due more than (10) days after the delivery or mailing of such notice of further assessment;

(2) All Owners shall be obligated to pay the adjusted monthly amount; and

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(3) Notwithstanding anything to the contrary herein contained, all additional assessments required as aforesaid shall be handled separately from the Budget unless the Board otherwise determines.

(c) The failure or delay of the Board in preparing or delivering the annual budget to each Owner shall not constitute a waiver or release in any manner of each Owner's obligation to pay assessments, as herein provided, whenever the same shall be determined, and in the absence of the preparation and delivery of any annual or adjusted budget, each Owner and each Condominium Association, as the case may be, shall continue to pay the annual assessment charge at the then existing monthly rate established for the previous calendar year until such new or annual or adjusted budget shall have been mailed or delivered.

7.5 Special Assessments. The Board may levy a special assessment (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Association for a specific purpose including, without limitation, to make major repairs, additions, alterations or improvements to the Common Elements, or (ii) to cover an unanticipated deficit under the current or prior year's Budget. No special assessment may be levied by the Board for an expenditure in excess of One Hundred Thousand Dollars (\$100,000) which will not otherwise be reimbursed by any Owner or through any insurance proceeds, unless such expenditure is approved by a quorum at the meeting or fifty percent (50%) of all (i) Members in person or by proxy in the event such special assessment shall relate to the Common Areas or Common improvement, or (ii) Individual-Owners in the event such special assessment shall relate exclusively to Individual-Owners. The due date or dates, if it is to be paid in installments, of any special assessment shall be fixed in the resolution authorizing such assessment. Written notice of any special assessment shall be delivered or mailed to every Member subject thereto not less than thirty (30) days before the effective or due date thereof.

7.6 Nonpayment of Assessments. Any assessment which is not paid when due, shall be deemed delinquent if an assessment is not paid within ten (10) days after the due date, such assessments shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum rate permitted by law) from the delinquency date and the Board may impose a flat fee of \$25 per month (or other such amount as the Board may determine from time to time) to reimburse itself for the administrative costs and inconvenience of collection of such delinquent assessment. Such fees and costs, including attorney's fees incurred in connection thereto, shall constitute a lien and personal obligation discussed in Section 7.1 above.

If an Owner is in default in the payment to the Association of any general assessment, special assessment, or Multiple Owner Building Assessment (when applicable), and such default shall continue for more than thirty (30) days, the Board may bring suit for and on behalf of itself and the Association and as representative of all Owners, to enforce collection thereof or to foreclose on the lien therefore as hereinafter provided, or both. All expenses of the Association in connection with such action or proceedings, whether or not suit shall be instituted, including attorney's fees and court

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costs and other fees and expenses, shall be charged to and assessed against such defaulting Member and shall be added to and deemed part of the assessments due therefrom and the Association shall have a lien for all of the same upon the respective Building or Condominium Unit of such Owner.

To the extent not precluded by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Building or Condominium Unit owned by the defaulting Owner, and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate.

Liens provided for herein shall take effect and be in force upon the recording of notice of such lien with the Office of the Recorder of Deeds of Cook County, Illinois, and such liens shall be prior to all other liens and encumbrances, recorded or unrecorded, except only taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of the State of Illinois and other state or federal taxes which by law are a lien on the interest of such Owner prior to pre-existing recorded encumbrances thereon.

7.7 Proof of Payment. Upon written demand of an Owner or mortgagee at any time, the Association shall furnish such Owner or mortgagee with a written certificate signed by an Officer of the Association setting forth whether there are any unpaid annual or special assessments levied against such Owner's Residence. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

7.8 Exemption from Assessment on Buildings or Condominium Units. It is expressly provided that no Residence owned by the Association shall be subject to the assessments, charges and liens provided for herein until the date upon which such Residence shall be conveyed to a bona fide purchaser or leased to any person who shall have commenced to pay rental therefor or sold pursuant to an installment contract or articles of agreement for deed. However, the Association shall remain responsible for any necessary maintenance, repair and utility costs directly resulting from the Association's construction work being performed on the Property. Upon the conveyance or leasing by the Association of any Residence which was theretofore entitled to the foregoing exemption from assessments, such Residence and the Owner thereof shall immediately become subject to the payment of all assessments and other charges provided herein which shall accrue on the first day of the first month after the date of closing.

7.9 General Provisions. The Board shall keep full and correct books of account on such basis as the Board shall determine. Upon request of any Owner or such Owner's mortgagee, 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 normal business hours, as the Board shall designate in writing. No

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Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, Common Improvement or abandonment of the Owner's Residence.

7.10 Allocation and Payment of Real Estate Tax Assessments.

(a) In connection with the initial closing of the sale of certain Residences by the Association to the initial Owner of such Residence, the Association and each such initial Owner may have entered into separate real estate tax reparation agreements regarding the proration of real estate taxes for the calendar year in which such sale occurred as well as each subsequent calendar year for which the Cook County Assessor ("Assessor") shall issue undivided tax bills which encumber portions of two (2) or more Parcels. The rights and obligations of each Owner who is a party to such a reparation agreement shall run with the land and shall become the binding obligation of any successor Owner with respect to any period governed by any such reparation agreement, notwithstanding that the successor Owner may not have owned the Parcel governed by such reparation agreement during the entire period covered by such reparation agreement. Accordingly, until such time as the Assessor shall issue a separate tax bill with respect to any Parcel, the transferring Owner of such Parcel shall cause the transferee to assume in writing the obligations of the transferring Owner under any such reparation agreement, a copy of which shall be delivered to the Association within ten (10) days of the conveyance of such Parcel.

(b) Any amount payable by any Owner on account of any tax reparations pursuant to a separate tax reparation agreement between the Association and such Owner (or such Owner's predecessor-in-interest as set forth in paragraph (a) above) shall constitute an assessment pursuant to the terms of Article VI hereof and any Owner's failure to pay any such amount when due shall be governed by the terms of Section 7.6.

(c) The Association reserves the right to appeal or protest any real estate tax bills which cover any portion of a calendar year that the Association owned a portion of the Property covered by such tax bill. If such appeal or protest is successful, then all benefits or tax reductions (net of any applicable fees and expenses) shall be equitably divided between the Association and the Owners responsible for paying portions of such real estate tax bills. No Owners shall be responsible for any portion of such fees or expenses in the event any such appeal or protest is not successful. Similarly, for such periods in which undivided tax bills have been issued, the Association shall prosecute on behalf of the Association and all Owners affected by such tax bills any and all appeals or protests. If any such appeal or protest is successful, all benefits or tax reductions (net of any applicable fees and expenses) shall be equitably divided between the Association and the Owners of Parcels affected by such real estate tax bills. No Owner shall have the right to appeal or protest any undivided real estate tax bill, as such right shall be vested with the Association as described above. In the event any protest or appeal pursuant to this Section 7.10(c) shall result in a reduction in

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real estate taxes for calendar years which are not yet due and payable, then the fees and expenses associated therewith shall be equitably divided among the Owners.

ARTICLE VIII **COMMITTEES FOR MULTIPLE OWNER BUILDINGS**

8.1 **Creation.** Each Multiple Owned Building may elect a committee with overall ability with respect to repair and maintenance of such Building interior and exterior common areas. Each Condominium Unit Owner may elect to become a member of such committee.

8.2 **Participation in Association.** Multiple Owner Building Committees, once created, shall provide notice to the Board of such committee. Each committee shall have a representative member present at each Board meeting. The representative member shall be obligated to report to the Multiple Owner Building Committee all matters discussed at the Board meeting.

8.3 **Governance.** All Condominium Unit Owners shall have the right to vote on repair and maintenance of Multiple Owner Building Common Elements. Condominium Unit Owners shall only be authorized to vote on the items identified above. All decisions with respect to replacement shall be made exclusively by the Board with advice and comment by the affected Multiple Owner Building.

Multiple Owner Building Committees shall have authority, in consulting with the Board, for the expenditure of these funds properly allocated to such Building for repair and maintenance of such Building and its appurtenant common elements.

8.4 **Voting.** All Condominium Unit Owners may participate in the Multiple Owner Building Committee for their respective Building. There shall be one (1) vote per Condominium Unit for each Owner and each vote shall correlate to the Owners proportionate Share of the Building. If a Residence is owned by more than one person, the voting rights with respect to such Residence shall not be divided. If only one of the multiple Owners of a Residence is present at a meeting, he is entitled to cast the vote allocated to that Residence. If more than one of the multiple Owners are present, and if anyone of the multiple Owners cast the votes allocated to that Residence without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Residence, there is deemed to be majority agreement. If such multiple Owners cannot agree upon the casting of the vote allocated to such Residence, then such vote shall not be counted with respect to any such matter.

In a situation such that a Multiple Owner Building Committee cannot decide by any vote a matter within such committees decision making authority, as defined above, the matter shall be referred to the Board for final decision, and such decision by the Board shall be final. The Board shall take into account the comments and concerns of such committee in making its final decision.

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ARTICLE VIV GENERAL PROVISIONS

9.1 Transfer of a Condominium Unit or Building. An Owner may, without restriction under this Amendment, except for the restrictions on leasing in 9.2 below, sell, give, devise, lease or otherwise transfer his, her or its Condominium Unit or Building, or any interest therein. Notice of any transfer under this section must be given to the Association within ten (10) days following consummation of such transfer.

9.2 Leasing. Any Owner shall have the right to lease, or permit subsequent sublease or assignment of all or any portion of his or her Condominium Unit or Building upon such terms and conditions as the Owner may deem acceptable, except that no lease shall be for transient or hotel purposes, or for a period of less than one (1) year.

Any such lease, sublease or assignment shall be in writing and shall provide that it shall be subject to the terms of this Amendment. The lease shall provide that any failure of the lessee, sublessee or assignee to comply with the terms of this Amendment shall be a default under the lease, sublease or assignment. Every such lease shall also expressly provide that the Association may exercise against the lessee, assignee and/or sublessee thereunder any and all remedies available to the Association under this Amendment, including, but not limited to, the right to take possession of the Unit, or portion thereof that is the subject of the lease, sublease or assignment in question. In furtherance of the foregoing, each deed, lease, mortgage or other conveyance instrument with respect to all or any portion of a Building or Condominium Unit, and the acceptance thereof, shall be deemed to assign, transfer or set over to the Association and the Board, or either one of them ("Assignees") all interests of the lessor, Owner or any other lessor of said Building or Condominium Unit, or interest therein, in any lease of such Building or Condominium Unit, or any interest therein, or any extensions or renewals thereof, together with all rents payable under the same and all benefits and advantages to be derived therefrom, to hold and receive same unto Assignees (together with all rights against any guarantors of the lessee's obligations under such lease) as security for the payment of any lien which may exist against such Building or Condominium Unit, or any interest therein, for such Owner's unpaid proportionate share of the Common Expenses, pursuant to this Amendment, and the performance by said Owner for each and all of said Owner's obligations under this Amendment. Any such lease, or interest therein, shall contain and include such provisions in furtherance of said assignment as the Board may approve and deem prudent, from time to time, in order to effect such collateral assignment; provided, however, that such assignment shall not be construed as constituting the Assignee thereunder as a trustee or mortgagee in possession.

In the event of a default by such Owner under the terms and provisions of this Amendment, the Association and the Board, or either of them, may elect to exercise each and all of the rights and powers conferred upon them as Assignee by such assignment and to directly collect all rents and other amounts then due under such lease from the lessee thereunder; provided, however, that such amounts so collected, after deducting therefrom

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expenses of operating such Building or Condominium Unit, if the Association has taken possession thereof, and the expenses of such collection and enforcement, shall be applied on account of any such lien for unpaid Common Expenses. Any costs or expenses incurred in connection with the operation of such Building or Condominium Unit, if the Association has taken possession thereof, or in connection with such collection and enforcement (including, without limitation, reasonable attorneys' fees) shall be a common expense and secured as set forth in this Amendment, and the defaulting Owner shall reimburse the Association therefore immediately upon demand.

Notwithstanding anything hereinabove to the contrary, any such assignment of the lease of a Building or Condominium Unit, by an Owner, as hereinabove described, shall be subordinate to any assignment of such lease which is recorded prior to the date such lien for unpaid Common Expenses attaches and which is owned or held by any first mortgagee, except for the amount of said proportionate share of such Common Expenses which become due and payable from and after the date on which such First Mortgagee either takes possession of the lessor's interest encumbered by such assignment, accepts a conveyance of any interest therein (other than as a security) or causes a receiver to be appointed in a suit to enforce such assignment. This provision shall not be amended or rescinded without the prior written consent of all such first mortgagees who are the holders or owners of any such collateral assignments recorded prior to the date of such amendment or other rescission.

The Owners making any such lease, or permitting such sublease or assignment shall not be relieved thereby from any obligations under the Amendment.

Notwithstanding anything to the contrary herein contained, the provisions of this subsection (other than the first paragraph thereof) shall not apply to the lease of a Dwelling or Condominium Unit to the Occupant.

9.3 Severability. The invalidity of all or any portion of any of the covenants, restrictions, easements, conditions, reservations, liens and charges imposed by this Amendment, by legislation, judgment or court order shall in no way affect any other provisions of this Amendment, all of which shall remain in full force and effect and are hereby declared to be severable.

9.4 Amendment. The provisions of this Amendment may be amended by an instrument executed and acknowledged by the Board and approved by not less than seventy-five percent (75%) of the Members of the Association. No amendment materially adversely affecting the interests of any holder of a valid mortgage on a Residence shall be made without the consent of such mortgagee. No amendment shall be effective unless recorded in the office of the Recorder. Those provisions of this Amendment relating to the rights, privileges or obligations of the Association may only be amended upon the prior written consent of the Association. This Amendment may be amended by the Association in any manner prior to the conveyance by the Association of any Residence to an Owner.

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9.5 Arbitration. Any controversy between Owners or any claim by an Owner against the Association or another Owner, arising out of or relating to the Amendment or rules and regulations of the Association may be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

9.6 Enforcement. Enforcement by the Association or any Owner or Condominium Association of the covenants and restrictions contained in this Amendment shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant or restriction, either to restrain such violation or to recover damages; and failure by the Association or any Owner or Condominium Association to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so hereafter.

9.7 Notices. Any notice required to be sent to any Member of the Association or to an Owner under the provisions of this Amendment shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of such Member or Owner as it appears on the records of the Association at the time of such mailing.

9.8 Title holding Land Trust. In the event title to any Residence is conveyed to a title holding trust, under the terms of which all power of management, operation and control of such Residence remain vested in the trust beneficiary or beneficiaries, then the beneficiaries there under from time to time shall have all of the rights of a Member hereunder, and shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Amendment against such Residence. No claim shall be made against any such title holding trustee personally for the payment of any lien or obligations hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon such Residence and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Residence.

9.9 Duration. The covenants, restrictions, conditions, reservations, liens and charges imposed or established by or created under this Amendment shall run with and bind the land for a period of ninety-nine (99) years from the date of the recording of this Amendment and may be enforced by the Association or any Owner or Condominium Association through any proceeding in law or in equity. After the expiration of said ninety-nine (99) year period, all of such covenants, restrictions, conditions, reservations, liens and charges shall continue to run with and bind the land for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by an instrument in writing which is executed by not less than two-thirds of the Members and recorded in the office of the Recorder. Except in the case of condemnation or destruction of a substantial portion of the Residences, the legal status of the Association shall not be terminated without the affirmative vote of not less than seventy-five percent (75%) of the holders of mortgages on the Residences.

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9.10 Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Amendment would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraint on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until the date which is twenty-one (21) years after the death of the last survivor of the living lawful descendants of Martin J. Moylan, the Mayor of the City, at the time of recording of this Amendment.

9.11 Captions. The Article and Section headings used herein are intended for convenience only and shall not be construed with substantive effect in this Amendment.

9.12 Effect on Other Amendments. This Eighteenth Amendment shall supersede all prior Amendments to the Declaration of Condominium filed on (original filing date) and the provisions contained herein shall be controlling. All conflicts with respect to provisions stated herein shall be resolved in favor of this Eighteenth Amendment.

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State of Illinois)
) SS
County of Cook)

In Witness Whereof, the Association has caused these presents to be signed by an authorized member as of the day and year first above written.

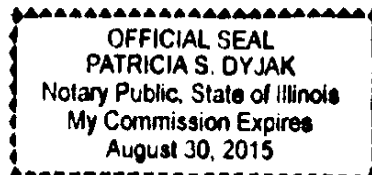
HERITAGE VILLAGE POINTE
CONDOMINIUM ASSOCIATION,
An Illinois limited liability company

By: *Ira Bodenstein*, trustee
Ira Bodenstein
Bankruptcy Trustee and acting President of
Heritage Village Pointe
Condominium Association

I HEREBY CERTIFY that on this 13th day of December, 2012, before me personally appeared Ira Bodenstein, as Bankruptcy Trustee and acting President of Heritage Village Pointe Condominium Association, an Illinois limited liability company, and to me known to be the same person who signed the foregoing instrument as such persons' free act and deed as such Officer for the use and purpose therein mentioned, and that the said instrument is the act and deed of such company.

Given under my hand and notarial seal this 13th day of December, 2012.

Notary Public: *Patricia S. Dyjak*
My Commission Expires: 8/30/15



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EXHIBIT A:

PLAT

(FOUND IN THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.)

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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EXHIBIT B:

LEGAL DESCRIPTION OF THE DEVELOPMENT

(FOUND IN THE CERTIFICATE OF CORRECTION RECORDED MARCH 20, 2001
AS DOCUMENT NUMBER 0010220432.)

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY**PARCEL 1:**

THAT PART OF LOTS 2 AND 3 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 606.80 FEET, MEASURED ALONG THE EASTERLY LINE OF LOTS 3 AND 6, NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 6 IN SAID SUBDIVISION (EXCEPT THAT PART OF SAID LOTS 2 AND 3 LYING WESTERLY OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY), TOGETHER WITH THAT PART OF THE NORTH 12 ACRES OF THE EAST 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 9 AFORESAID, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY (FORMERLY THE DES PLAINES VALLEY RAILWAY COMPANY) AS SHOWN ON DOCUMENT NO. 4488655 (EXCEPTING FROM SAID NORTH 12 ACRES THE NORTH 50 FEET THEREOF HERETOFORE DEDICATED FOR CENTRAL ROAD), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 3 AND 6, TAKEN AS A TRACT, IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE PARALLEL WITH AND 606.80 FEET NORTH OF THE SOUTH LINE OF LOT 6, MEASURED ALONG THE EASTERLY LINE OF SAID LOTS 3 AND 6, AND LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY (EXCEPTING THEREFROM THE EAST 50 FEET OF THAT PART OF LOT 6 LYING SOUTH OF THE NORTH 297 FEET OF SAID LOT 6, AS MEASURED ALONG THE EASTERLY LINE THEREOF); ALSO THAT PART OF THE NORTH 29.89 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY AND WEST OF THE EAST 50 FEET THEREOF (EXCEPTING THEREFROM THE SOUTH 760.79 FEET, AS MEASURED ALONG THE EASTERLY LINE THEREOF), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 760.79 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF THAT PART OF THE NORTH 29.89 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF PROPERTY HERETOFORE CONVEYED TO ILLINOIS TOLL HIGHWAY COMMISSION BY DOCUMENT NO. 16768884 (EXCEPTING THEREFROM THE EAST 50 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 3 RODS OF THE SOUTH 40 ACRES OF THE NORTH 70 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF PROPERTY HERETOFORE CONVEYED TO ILLINOIS TOLL HIGHWAY COMMISSION BY DOCUMENT NO. 16768884 (EXCEPTING THEREFROM THE EAST 50 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS.

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Address of Property: 9946 – 10120 Holly Lane
9951 – 10081 Linda Lane
Des Plaines, IL

Permanent Index Numbers:

09-09-403-068-1001	09-09-403-068-1063	09-09-403-068-1117	09-09-403-068-1422
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09-09-403-068-1492	09-09-403-068-1530	09-09-403-068-1568	09-09-403-068-1606

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09-09-403-068-1776	09-09-403-068-1802	09-09-403-068-1821	
09-09-403-068-1777	09-09-403-068-1803	09-09-403-068-1822	

County Clerk's Office

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EXHIBIT C:

LEGAL DESCRIPTION AND PERMANENT INDEX NUMBERS OF COMMON ELEMENTS

(FOUND IN THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.)

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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GENERAL COMMON ELEMENT A**PARCEL 1:**

THE WEST 60.0 FEET OF THE EAST 76.0 FEET OF THE NORTH 66.0 FEET OF THE SOUTH 327.3 FEET OF:

THAT PART OF LOTS 2 AND 3 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 3, THROUGH A POINT IN SAID EAST LINE .661.80 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 6 IN SAID SUBDIVISION (EXCEPT THAT PART OF SAID LOTS 2 AND 3 LYING WESTERLY OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY) TOGETHER WITH THAT PART OF THE NORTH TWELVE ACRES OF THE EAST HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 9 AFORESAID, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTH WESTERN RAILROAD COMPANY (FORMERLY DES PLAINES VALLEY RAILWAY COMPANY) AS SHOWN ON INSTRUMENT RECORDED AS DOCUMENT 4488655 (EXCEPTING FROM SAID NORTH TWELVE ACRES THE NORTH 50.0 FEET THEREOF HERETOFORE DEDICATED FOR CENTRAL ROAD) IN COOK COUNTY ILLINOIS.

DES PLAINES, IL
PIN 09-09-202-014-0000

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GENERAL COMMON ELEMENT B

PARCEL 1:

THE WEST 60.0 FEET OF THE EAST 76.0 FEET OF THAT PART OF LOT 3 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 3, THROUGH A POINT ON SAID EAST LINE 661.80 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 6 IN SAID SUBDIVISION (EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 606.80 FEET NORTH, AS MEASURED ALONG THE EAST LINE OF SAID LOTS 3 AND 6, OF THE SOUTH LINE OF SAID LOT 6) IN COOK COUNTY, ILLINOIS.

DES PLAINES, IL
 PINS: 09-09-202-027-0000

Proprietary Cook County Clerk's Office

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GENERAL COMMON ELEMENT C**PARCEL 1:**

PROPOSED

THAT PART OF LOTS 2 AND 3 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 3 THROUGH A POINT IN SAID EAST LINE 661.80 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 6 IN SAID SUBDIVISION (EXCEPT THAT PART OF SAID LOTS 2 AND 3 LYING WESTERLY OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY) TOGETHER WITH THAT PART OF THE NORTH 12 ACRES OF THE EAST HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 9 AFORESAID, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY (FORMERLY DES PLAINES VALLEY RAILWAY COMPANY) AS SHOWN ON INSTRUMENT RECORDED AS DOCUMENT NUMBER 4488655 (EXCEPTING FROM SAID NORTH 12 ACRES THE NORTH 50.0 FEET THEREOF HERETOFORE DEDICATED FOR CENTRAL ROAD) DESCRIBED AS FOLLOWS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 261.0 FEET AND THE WEST LINE OF THE EAST 522.0 FEET OF SAID TRACT AND RUNNING THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 261.0 FEET OF SAID TRACT, 54.72 FEET TO SAID EASTERLY LINE OF TOLL HIGHWAY, THENCE NORTHERLY ALONG SAID EASTERLY LINE OF HIGHWAY 45.17 FEET TO SAID SOUTHEASTERLY LINE OF CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF RAILROAD 67.65 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SOUTHEASTERLY LINE OF RAILROAD 60.0 FEET AT A POINT ON THE NORTH LINE OF THE SOUTH 327.0 FEET OF SAID TRACT, SAID POINT BEING 486.20 FEET WEST, AS MEASURED ALONG SAID NORTH LINE OF THE SOUTH 327.0 FEET OF THE EAST LINE OF SAID TRACT; THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 327.0 FEET, 35.80 FEET TO SAID WEST LINE OF THE EAST 522.0 FEET OF SAID TRACT; THENCE SOUTH ALONG SAID WEST LINE 66.0 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

DES PLAINES.IL
PIN: 09-09-202-051-0000

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GENERAL COMMON ELEMENT D**PARCEL 1:**

THAT PART OF LOTS 2 AND 3 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 3 THROUGH A POINT IN SAID EAST LINE 51.80 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 6 IN SAID SUBDIVISION (EXCEPT THAT PART OF SAID LOTS 2 AND 3 LYING WESTERLY OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY) TOGETHER WITH THAT PART OF THE NORTH 12 ACRES OF THE EAST HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 9 AFORESAID, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY (FORMERLY DES PLAINES VALLEY RAILWAY COMPANY) AS SHOWN ON INSTRUMENT RECORDED AS DOCUMENT NUMBER 4488655 (EXCEPTING FROM SAID NORTH 12 ACRES THE NORTH 50.0 FEET THEREOF HERETOFORE DEDICATED FOR CENTRAL ROAD) DESCRIBED AS COMMENCING AT A POINT ON SAID SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, SAID POINT BEING 126.01 FEET NORTHEASTERLY AS MEASURED ALONG SAID SOUTHEASTERLY LINE OF RAILROAD OF THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF RAILROAD AND THE EASTERLY LINE OF SAID TOLL HIGHWAY; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SAID SOUTHEASTERLY LINE OF RAILROAD 60.0 FEET; THENCE NORTHEASTERLY PARALLEL WITH SAID SOUTHEASTERLY LINE OF RAILROAD 58.0 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 60.0 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF RAILROAD, SAID POINT BEING 58.0 FEET NORTHEASTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF RAILROAD, 58.0 FEET TO SAID PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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 PIN: 09-09-202-053-0000

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GENERAL COMMON ELEMENT E**PARCEL 1:**

PROPOSED

THAT PART OF LOTS 2 AND 3 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 3 THROUGH A POINT IN SAID EAST LINE 661.80 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 6 IN SAID SUBDIVISION (EXCEPT THAT PART OF SAID LOTS 2 AND 3 LYING WESTERLY OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY) TOGETHER WITH THAT PART OF THE NORTH 12 ACRES OF THE EAST HALF OF THE NORTHEAST-FRACTIONAL QUARTER OF SECTION 9 AFORESAID, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY (FORMERLY DES PLAINES VALLEY RAILWAY COMPANY) AS SHOWN ON INSTRUMENT RECORDED AS DOCUMENT NUMBER 4488655 (EXCEPTING FROM SAID NORTH 12 ACRES THE NORTH 50.0 FEET THEREOF HERETOFORE DEDICATED FOR CENTRAL ROAD) DESCRIBED AS COMMENCING AT A POINT ON SAID SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, SAID POINT BEING 67.65 FEET NORTHEASTERLY AS MEASURED ALONG SAID SOUTHEASTERLY LINE OF RAILROAD, OF THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF RAILROAD AND THE EASTERLY LINE OF SAID TOLL HIGHWAY; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SAID SOUTHEASTERLY LINE OF RAILROAD 60.0 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 327.0 FEET OF SAID ABOVE DESCRIBED TRACT, SAID POINT BEING 486.20 FEET WEST, AS MEASURED ALONG SAID NORTH LINE OF THE SOUTH 327.0 FEET OF THE EAST LINE OF SAID TRACT, THENCE NORTHEASTERLY PARALLEL WITH SAID SOUTHEASTERLY LINE OF RAILROAD 58.36 FEET, THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 60.0 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF RAILROAD, SAID POINT BEING 58.36 FEET NORTHEASTERLY OF THE PLACE OF BEGINNING, THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF RAILROAD, 58.36 FEET TO SAID PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

DES PLAINES, IL
PIN: 09-09-202-052-0000

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GENERAL COMMON ELEMENT F**PARCEL 1:**

THAT PART OF LOTS 2 AND 3 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 3 THROUGH A POINT IN SAID EAST LINE 661.80 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 6 IN SAID SUBDIVISION (EXCEPT THAT PART OF SAID LOTS 2 AND 3 LYING WESTERLY OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY) TOGETHER WITH THAT PART OF THE NORTH 12 ACRES OF THE EAST HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 9 AFORESAID, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY (FORMERLY DES PLAINES VALLEY RAILWAY COMPANY) AS SHOWN ON INSTRUMENT RECORDED AS DOCUMENT NUMBER 4488655 (EXCEPTING FROM SAID NORTH 12 ACRES THE NORTH 50.0 FEET THEREOF HERETOFORE DEDICATED FOR CENTRAL ROAD) DESCRIBED AS FOLLOWS THE WEST 73.0 FEET OF THE EAST 299.0 OF THAT PART OF SAID LOT 3 IN LEVERENZ BROTHERS SUBDIVISION AFORESAID LYING SOUTH OF SAID LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 3 THROUGH A POINT ON SAID EAST LINE 661.80 FEET NORTH OF THE SOUTH EAST CORNER OF LOT 6 IN SAID SUBDIVISION (EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 606.80 FEET NORTH, AS MEASURED ALONG THE EAST LINE OF SAID LOTS 3 AND 6, OF THE SOUTH LINE OF SAID LOT 6) IN COOK COUNTY, ILLINOIS

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PIN: 09-09-202-030-0000

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GENERAL COMMON ELEMENT G**PARCEL 1:**

ALL THAT PART LYING WEST OF THE EAST 522.0 FEET AND EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY OF THE FOLLOWING DESCRIBED TRACT OF LAND THAT PART OF LOT 3 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 3, THROUGH A POINT ON SAID EAST LINE 661.80 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 6 IN SAID SUBDIVISION (EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 606.80 FEET NORTH, AS MEASURED ALONG THE EAST LINE OF SAID LOTS 3 AND 6, OF THE SOUTH LINE OF SAID LOT 6) IN COOK COUNTY, ILLINOIS.

DES PLAINES, IL
PIN: 09-09-202-034-0000

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GENERAL COMMON ELEMENT H**PARCEL 1:**

THE WEST 60.0 FEET OF THE EAST 76.0 FEET OF THE NORTH 65.0 FEET OF THE SOUTH 392.0 FEET OF THAT PART OF LOTS 2 AND 3 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 3, THROUGH A POINT IN SAID EAST LINE 661.80 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 6 IN SAID SUBDIVISION (EXCEPT THAT PART OF SAID LOTS 2 AND 3 LYING WESTERLY OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY) TOGETHER WITH THAT PART OF THE NORTH 12 ACRES OF THE EAST HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 9 AFORESAID, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY (FORMERLY DES PLAINES VALLEY RAILWAY COMPANY) AS SHOWN ON INSTRUMENT RECORDED AS DOCUMENT NUMBER 4488655 (EXCEPTING FROM SAID NORTH 12 ACRES THE NORTH 50.0 FEET THEREOF HERETOFORE DEDICATED FOR CENTRAL ROAD) IN COOK COUNTY, ILLINOIS.

DES PLAINES, IL
PIN: 09-09-202-013-0000

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GENERAL COMMON ELEMENT I**PARCEL 1:**

THAT PART OF LOTS 2 AND 3 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 3, THROUGH A POINT ON SAID EAST LINE 661.80 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 6 IN SAID SUBDIVISION (EXCEPT THAT PART OF SAID LOTS 2 AND 3 LYING WESTERLY OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY) TOGETHER WITH THAT PART OF THE NORTH 12 ACRES OF THE EAST HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 9 AFORESAID, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY (FORMERLY DES PLAINES VALLEY RAILWAY COMPANY) AS SHOWN ON INSTRUMENT RECORDED AS DOCUMENT NUMBER 4488655 (EXCEPTING FROM SAID NORTH 12 ACRES THE NORTH 50.0 FEET THEREOF HERETOFORE DEDICATED FOR CENTRAL ROAD) ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON SAID SOUTHEASTERLY LINE OF CHICAGO AND NORTHWESTERN RAILROAD COMPANY, SAID POINT BEING 622.52 FEET NORTHEASTERLY, AS MEASURED ALONG SAID SOUTHEASTERLY LINE OF RAILROAD, OF THE INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE EASTERLY LINE OF SAID TOLL HIGHWAY; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SAID SOUTHEASTERLY LINE OF RAILROAD 102.05 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 757.0 FEET OF SAID TRACT, SAID POINT BEING 133.0 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 757.0 FEET, 117.0 FEET TO THE WEST LINE OF THE EAST 160 FEET OF SAID TRACT; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 160 FEET, 311.42 FEET TO THE SOUTH LINE OF CENTRAL ROAD, AS HERETOFORE DEDICATED AS AFORESAID; THENCE WEST ALONG SAID SOUTH LINE OF ROAD 23.35 FEET TO SAID SOUTHEASTERLY LINE OF RAILROAD, THENCE SOUTHWESTERLY ALONG SOUTHEASTERLY LINE OF RAILROAD 308.88 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PIN #: 09-09-202-002-0000

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GENERAL COMMON ELEMENT J

PARCEL 1:

THE EAST 16.00 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF LOT 2 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SAID SECTION 9, EXCEPT THE NORTH 50.00 FEET DEDICATED FOR CENTRAL ROAD, ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: NORTHERNMOST 16' STRIP
PIN.# 09-09-202-001-0000

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GENERAL COMMON ELEMENT K

PARCEL 1:

THE EAST 16.00 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF LOT 2 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SAID SECTION 9, AND LYING NORTH OF THE NORTH LINE OF THE SOUTH 606.80 FEET OF LOTS 3 AND 6, TAKEN AS A TRACT, IN SAID LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SAID SECTION 9, ALL IN COOK COUNTY, ILLINOIS

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GENERAL COMMON ELEMENT L**PARCEL 1:**

THE NORTH 180.05 FEET OF THE SOUTH 601 FEET (EXCEPT THE EAST 171.0 FEET THEREOF AND EXCEPTING ALSO THAT PART THEREOF LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND 144.0 FEET SOUTHEASTERLY, AS MEASURED AT RIGHT ANGLES, OF THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, SAID SOUTHEASTERLY LINE OF RAILROAD TO BE HEREINAFTER FURTHER IDENTIFIED) OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT: THAT PART OF LOTS 2 AND 3 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 3, THROUGH A POINT ON SAID EAST LINE 661.80 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 6 IN SAID SUBDIVISION (EXCEPT THAT PART OF SAID LOTS 2 AND 3 LYING WESTERLY OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY) TOGETHER WITH THAT PART OF THE NORTH 12 ACRES OF THE EAST HALF OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 9 AFORESAID, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY (FORMERLY DES PLAINES VALLEY RAILWAY COMPANY) AS SHOWN ON INSTRUMENT RECORDED AS DOCUMENT NUMBER 4488655 (EXCEPTING FROM SAID NORTH 12 ACRES THE NORTH 50.0 FEET THEREOF HERETOFORE DEDICATED FOR CENTRAL ROAD) IN COOK COUNTY, ILLINOIS

ADDRESS: AREA "D" - PARCEL 49-A
PIN #: 09-09-202-062-0000

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GENERAL COMMON ELEMENT M

PARCEL 1:

THE EAST 16.00 FEET OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 608.80 FEET OF LOTS 3 AND 6, TAKEN AS A TRACT, IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SAID SECTION 9, EXCEPT THE SOUTH 50.50 FEET THEREOF ALL IN COOK COUNTY, ILLINOIS

PIN #: 09-09-202-107

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GENERAL COMMON ELEMENT N

PARCEL 1:

THE NORTH 76.04 FEET OF THE SOUTH 606.80 FEET AS MEASURED ALONG THE EAST LINE (EXCEPT THE EAST 540.30 FEET, AS MEASURED ALONG THE SOUTH LINE) OF PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY, ILLINOIS.

DES. PLAINES, ILL. ...
PIN: 09-09-202-085-0000 Duplicate

This Permanent Index Number also affects Unit 10043.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit

PROPOSED COOK COUNTY Clerk's Office

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GENERAL COMMON ELEMENT O**PARCEL 1:**

THE WEST 49.03 FEET OF THE EAST 388 21 FEET OF THE NORTH 76.04 FEET OF THE SOUTH 606.80 FEET (AS MEASURED ALONG THE SOUTH LINE AND EAST LINE) OF THAT PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY, ILLINOIS

DES PLAINES, IL

PIN: 09-09-202-056-0000 Duplicate

This Permanent Index Number also affects Unit 10045. There will need to be a tax division so that this General Common Element Parcel is assigned a Permanent Index Number which is separate from the foregoing Unit.

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GENERAL COMMON ELEMENT P

PARCEL 1:

THE WEST 58.03 FEET OF THE EAST 337.18 FEET OF THE NORTH 76.04 FEET OF THE SOUTH 606.80 FEET (AS MEASURED ALONG THE SOUTH LINE AND EAST LINE) OF THAT PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY ILLINOIS

DES PLAINES, ILLINOIS
PIN: 09-09-202-076-0001 Duplicate

This Permanent Index Number also affects Unit 10047. There will need to be a tax division so that this General Common Element Parcel is assigned a Permanent Index Number which is separate from the foregoing Unit

PROCESSED BY COOK COUNTY CLERK'S OFFICE

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GENERAL COMMON ELEMENT Q**PARCEL 1:**

THE WEST 49.03 FEET OF THE EAST 279.15 FEET OF THE NORTH 76.04 FEET OF THE SOUTH 608.80 FEET (AS MEASURED ALONG THE SOUTH LINE AND EAST LINE) OF THAT PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY, ILLINOIS

DES PLAINES, IL
PIN: 09-09-202-077-0000 DUPLICATE

This Permanent Index Number also affects Unit 10049
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit

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GENERAL COMMON ELEMENT R**PARCEL 1:**

THE WEST OF 60.03 FEET OF THE EAST 76.03 FEET OF THE NORTH 76.04 FEET OF THE SOUTH 606.80 FEET (AS MEASURED ALONG THE SOUTH LINE AND EAST LINE) OF THAT PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY, ILLINOIS

DES PLAINES, IL**PIN: 09-09-202-063-0100 Duplicate**

This Permanent Index Number also affects Unit 10040. There will need to be a tax division so that this General Common Element Parcel is assigned a Permanent Index Number which is separate from the foregoing Unit.

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GENERAL COMMON ELEMENT S**PARCEL 1:**

THE WEST 60.03 FEET OF THE EAST 76.03 FEET OF THE NORTH 63.03 FEET OF THE SOUTH 270.61 FEET (AS MEASURED ALONG THE SOUTH LINE AND EAST LINE) OF THAT PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY, ILLINOIS

DES PLAINES, IL.**PIN: 09-09-202-070-0000 Duplicate**

This Permanent Index Number also affects Unit 10028.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit

Cook County Clerk's Office

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GENERAL COMMON ELEMENT T

PARCEL 1:

THE WEST 49.03 FEET OF THE EAST 270 14 FEET OF THE NORTH 66.03 FEET OF THE SOUTH 279.15 FEET (AS MEASURED ALONG THE SOUTH LINE AND EAST LINE) OF THAT PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY, ILLINOIS

DES PLAINES, IL

PIN: 09-09-202-087-000J Duplicate

This Permanent Index Number also affects Unit 10051.
There will need to be a tax division so that this General Common Element Parcel is assigned a Permanent Index Number which is separate from the foregoing land.

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GENERAL COMMON ELEMENT U**PARCEL 1:**

THE WEST 49.03 FEET OF THE EAST 386.21 FEET OF THE NORTH 66.03 FEET OF THE SOUTH 270.61 FEET (AS MEASURED ALONG THE SOUTH LINE AND EAST LINE) OF THAT PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY, ILLINOIS

DES PLAINES, IL
PIN: 09-09-202-088-0000 Duplicate

This Permanent Index Number also affects Unit 10053.
There will need to be a tax division so that the General Common Element Parcel is assigned a Permanent Index Number which is separate from the foregoing Unit

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GENERAL COMMON ELEMENT V

PARCEL 1:

THE NORTH 68.03 FEET OF THE SOUTH 270.61 FEET (AS MEASURED ALONG THE EAST LINE) EXCEPTING THEREFROM THE EAST 540.30 FEET OF THAT PART OF LOTS 3 AND 8 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY, ILLINOIS

DES PLAINES, IL

PIN: 09-09-202-089-0000 Duplicate

This Permanent Index Number also affects Unit 10027
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit

Cook County Clerk's Office

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GENERAL COMMON ELEMENT W**PARCEL 1:**

THE WEST 65.03 FEET OF THE EAST 400.20 FEET OF THE NORTH 66.03 FEET OF THE SOUTH 204.58 FEET (AS MEASURED ALONG THE SOUTH LINE AND EAST LINE) OF THAT PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9 TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY COOK COUNTY, ILLINOIS

DES PLAINES, IL**PIN: 09-09-202-090-0000 Duplicate**

This Permanent Index Number also affects Unit 10017.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit

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GENERAL COMMON ELEMENT X:**PARCEL 1:**

THE NORTH 66.03 FEET OF THE SOUTH 204.58 FEET, AS MEASURED ALONG THE EAST LINE (EXCEPT THE EAST 560.28 FEET AS MEASURED ALONG THE SOUTH LINE) OF THAT PART OF LOTS 3 AND 8 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY, ILLINOIS.

DES PLAINES, IL
PIN: 09-09-202-091-0000 Duplicate

This Permanent Index Number also affects Unit 10015.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit.

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GENERAL COMMON ELEMENT Y

PARCEL 1:

THE WEST 65.03 FEET OF THE EAST 335.17 FEET OF THE NORTH 66.03 FEET OF THE SOUTH 204.58 FEET (AS MEASURED ALONG THE SOUTH LINE AND EAST LINE) OF THAT PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY, ILLINOIS

DES PLAINES, IL
PIN: 09-09-202-084-0000 DUPLICATE

This Permanent Index Number also affects Unit 10010.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit

Cook County Clerk's Office

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GENERAL COMMON ELEMENT Z**PARCEL 1:**

THE WEST 60.03 FEET OF THE EAST 110.06 FEET OF THE NORTH 66.03 FEET OF THE SOUTH 204.58 FEET (AS MEASURED ALONG THE SOUTH AND EAST LINE) OF THAT PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY, ILLINOIS

DES PLAINES, IL**PIN: 09-09-202-072-0000 *DUPLICATE**

This Permanent Index Number also affects Unit 10012.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit.

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GENERAL COMMON ELEMENT AA**PARCEL 1:**

THE WEST 34.03 FEET OF THE EAST 50.03 FEET OF THE NORTH 154.08 FEET OF THE SOUTH 204.58 FEET (AS MEASURED ALONG THE SOUTH LINE AND EAST LINE) OF THAT PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY IN COOK COUNTY, ILLINOIS

DES PLAINES, IL
PIN: 09-09-202-075-0070

This Permanent Index Number also affects Unit 10008.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit.

Cook County Clerk's Office

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GENERAL COMMON ELEMENT BB**PARCEL 1:**

THE WEST 58.03 FEET OF THE EAST 337.18 FEET OF THE NORTH 66.03 FEET OF THE SOUTH 270.61 FEET (AS MEASURED ALONG THE SOUTH LINE AND EAST LINE) OF THAT PART OF LOTS 3 AND 6 TAKEN AS A TRACT IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY COOK COUNTY, ILLINOIS

DES PLAINES, IL
PIN: 09-09-202-083-0000 Duplicate

This Permanent Index Number also affects Unit 10019.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit

County Clerk's Office

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GENERAL COMMON ELEMENT CC**PARCEL 1:**

THE WEST 60.03 FEET OF THE EAST 520.26 FEET OF THE NORTH 56.03 FEET OF THE SOUTH 856.84 FEET (AS MEASURED ALONG THE NORTH LINE AND EAST LINE) OF THAT PART OF THE NORTH 29.89 ACRES LYING WEST OF THE EAST 50 FEET THEREOF AND LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DES PLAINES, IL**PIN: 09-09-403-011-0000 Duplicate**

This Permanent Index Number also affects Unit 10023.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit

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GENERAL COMMON ELEMENT DD**PARCEL 1:**

THE WEST 65.03 FEET OF THE EAST 350 17 FEET OF THE NORTH 56.03 FEET OF THE SOUTH 256.84 FEET (AS MEASURED ALONG THE NORTH LINE AND EAST LINE) OF THAT PART OF THE NORTH 29 89 ACRES LYING WEST OF THE EAST 50 FEET THEREOF AND LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DES PLAINES, IL
PIN: 09-09-403-012-0000 Duplicate

This Permanent Index Number also affects Unit 10025.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit.

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GENERAL COMMON ELEMENT EE**PARCEL 1:**

THE EAST 60.03 FEET OF THE NORTH 56.03 FEET OF THE SOUTH 856.84 FEET (AS MEASURED ALONG THE NORTH LINE AND THE EAST LINE) OF THAT PART OF THE NORTH 29.89 ACRES LYING WEST OF THE EAST 50 FEET THEREOF AND LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

DES PLAINES, IL**PIN: 09-09-403-008-0000 DUPLICATE**

This Permanent Index Number also affects Unit 10004.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit

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GENERAL COMMON ELEMENT FF**PARCEL 1:**

THE WEST 65.03 FEET OF THE EAST 285.14 FEET OF THE NORTH 56.03 FEET OF THE SOUTH 858.84 FEET (AS MEASURED ALONG THE NORTH LINE AND THE EAST LINE) OF THAT PART OF THE NORTH 29.39 ACRES LYING WEST OF THE EAST 50 FEET THEREOF AND LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DES PLAINES, IL.

PIN: 09-09-403-009-0000 Duplicate

This Permanent Index Number also affects Unit 10002
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit.

Cook County Clerk's Office

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GENERAL COMMON ELEMENT GG

PARCEL 1:

THE NORTH 96.05 FEET OF THE SOUTH 856 84 FEET AS MEASURED ALONG THE EAST LINE (EXCEPT THE EAST 520.26 FEET AS MEASURED ALONG THE NORTH LINE) OF THAT PART OF THE NORTH 29 89 ACRES LYING WEST OF THE EAST 50 FEET THEREOF AND LYING EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DES PLAINES, IL
PIN: 09-09-403-003-0000 Duplicate

This Permanent Index Number also affects Unit 10021.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit

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GENERAL COMMON ELEMENT HH**PARCEL 1:**

THE WEST 45.02 FEET OF THE EAST 105.05 FEET OF THE NORTH 56.03 FEET OF THE SOUTH 856.84 FEET (AS MEASURED ALONG THE NORTH LINE AND THE EAST LINE) OF THAT PART OF THE NORTH 29.89 ACRES LYING WEST OF THE EAST 50 FEET THEREOF AND EAST OF THE EASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DES PLAINES, IL**PIN: 09-09-403-002-0000 Duplicate**

This Permanent Index Number also affects Unit 10006.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit

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GENERAL COMMON ELEMENT I**PARCEL 1:**

THE NORTH 144.46 FEET OF THE SOUTH 760.79 FEET (EXCEPT THE EAST 293.15 FEET, ALL AS MEASURED ON THE EAST AND NORTH LINES THEREOF) OF A TRACT OF LAND DESCRIBED AS THE SOUTH 760.79 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF THAT PART OF THE NORTH 29 89 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 50 FEET THEREOF), AND LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF PROPERTY HERETOFORE CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT NUMBER 16768814, IN COOK COUNTY, ILLINOIS.

DES PLAINES, IL
PIN #: 09-09-403-067-0000

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GENERAL COMMON ELEMENT JJ

THE NORTH 3 RODS OF THE SOUTH 40 ACRES OF THE NORTH 70 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 9, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF PROPERTY HERETOFORE CONVEYED TO ILLINOIS TOLL HIGHWAY COMMISSION BY DOCUMENT NO. 16768884 (EXCEPTING THEREFROM THE EAST 50 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS

DES PLAINES, IL
PIN #: 09-09-401-040-0000

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GENERAL COMMON ELEMENT KK

PARCEL 1:

THE EAST 33.03 FEET OF THE NORTH 73.40 FEET OF THE SOUTH 760.79 FEET (AS MEASURED ALONG THE EAST LINE AND NORTH LINE) OF A TRACT OF LAND DESCRIBED AS THE SOUTH 760.79 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF THAT PART OF THE NORTH 29.89 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 50 FEET THEREOF) LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF PROPERTY HERETOFORE CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT-16768884 IN COOK COUNTY, ILLINOIS AS RECORDED BY PLAT OF SURVEY BY DOCUMENT 21288897

DES PLAINES, IL
PIN: 09-09-403-017-0000

This Permanent Index Number also affects Unit 9984. There will need to be a tax division so that this General Common Element Parcel is assigned a Permanent Index Number which is separate from the foregoing Unit.

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GENERAL COMMON ELEMENT LL

PARCEL 1:

THE EAST 60.03 FEET OF THE NORTH 61.53 FEET OF THE SOUTH 437.24 FEET (AS MEASURED ALONG THE EAST LINE AND NORTH LINE) OF A TRACT OF LAND DESCRIBED AS THE SOUTH 760.79 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF THAT PART OF THE NORTH 29.89 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 50 FEET THEREOF) LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF PROPERTY HERETOFORE CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT 16768884 IN COOK COUNTY, ILLINOIS AS RECORDED BY PLAT OF SURVEY BY DOCUMENT NO. 21288897.

DES PLAINES, IL
PIN: 09-09-403-025-0000 DUPLICATE

This Permanent Index Number also affects Unit 9972.
There will need to be a tax division so that this General Common Element Parcel is assigned a Permanent Index Number which is separate from the foregoing Unit

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GENERAL COMMON ELEMENT MM**PARCEL 1:**

THE WEST 64.03 FEET OF THE EAST 283.14 FEET OF THE NORTH 61.53 FEET OF THE SOUTH 375.71 FEET (AS MEASURED ALONG THE EAST LINE AND NORTH LINE) OF A TRACT OF LAND DESCRIBED AS THE SOUTH 780.79 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF THAT PART OF THE NORTH 29.89 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 50 FEET THEREOF) LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF PROPERTY HERETOFORE CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT 15768884 IN COOK COUNTY, ILLINOIS AS RECORDED BY PLAT OF SURVEY BY DOCUMENT NO. 21288897.

DES PLAINES, IL
PIN: 09-09-403-027-0000 DUPLICATE

This Permanent Index Number also affects Unit 9976
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit.

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GENERAL COMMON ELEMENT NN**PARCEL 1:**

THE EAST 60.03 FEET OF THE NORTH 61.53 FEET OF THE SOUTH 375.71 FEET (AS MEASURED ALONG THE EAST LINE AND NORTH LINE) OF A TRACT OF LAND DESCRIBED AS THE SOUTH 760.79 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF THAT PART OF THE NORTH 29.89 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 50 FEET THEREOF) LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF PROPERTY HERETOFORE CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT 16768884 IN COOK COUNTY, ILLINOIS AS RECORDED BY PLAT OF SURVEY BY DOCUMENT 21288897.

DES PLAINES, IL
PIN: 09-09-403-031-0000 DUPLICATE

This Permanent Index Number also affects Unit 9459.
There will need to be a tax division so that this General Common Element Parcel is assigned a Permanent Index Number which is separate from the foregoing Unit.

Cook County Clerk's Office

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GENERAL COMMON ELEMENT 00**PARCEL 1:**

THE WEST 69.04 FEET OF THE EAST 352.18 FEET OF THE NORTH 60.03 FEET OF THE SOUTH 338.18 FEET (AS MEASURED ALONG THE EAST LINE AND NORTH LINE) OF A TRACT OF LAND DESCRIBED AS THE SOUTH 760.79 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF THAT PART OF THE NORTH 29.89 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 50 FEET THEREOF) LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF PROPERTY HERETOFORE CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT NUMBER 16768884 IN COOK COUNTY, ILLINOIS, AS RECORDED BY PLAT OF SURVEY BY DOCUMENT NUMBER 21288897.

DES PLAINES, IL

PIN: 09-09-403-055-0000 DUPLICATE

This Permanent Index Number also affects Unit 9975.
There will need to be a tax division so that this General Common Element Parcel is assigned a Permanent Index Number which is separate from the foregoing Unit.

Cook County Clerk's Office

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GENERAL COMMON ELEMENT PP**PARCEL 1:**

THE WEST 64.03 FEET OF THE EAST 283.14 FEET OF THE SOUTH 60.03 FEET (AS MEASURED ALONG THE EAST LINE AND NORTH LINE) OF A TRACT OF LAND DESCRIBED AS THE SOUTH 760.79 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF THAT PART OF THE NORTH 29.89 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 50 FEET THEREOF) LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF PROPERTY HERETOFORE CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION BY DEED RECORDED AS DOCUMENT 16768884 IN COOK COUNTY, ILLINOIS AS RECORDED BY PLAT OF SURVEY BY DOCUMENT 21288897.

DES PLAINES, IL**PIN: 09-09-403-040-0000 DUPLICATE**

This Permanent Index Number also affects Unit 9952.
There will need to be a tax division so that this General
Common Element Parcel is assigned a Permanent Index
Number which is separate from the foregoing Unit

Cook County Clerk's Office