# UNOFFICIAL COPY

\*1710306086\*

400 a

Doc# 1710306086 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/13/2017 12:29 PM PG: 1 OF 6

ASSIGNMENT OF DECLARANT'S RIGHTS UNDER AMENDED AND RESTATED COMMUN'. Y DECLARATION FOR CLOCKTOWER POINTE OF COUNTRYSIDE

This Instrument Prepared By And Returned To:

John T. Comet, Esq. HP Ventures Group LLC 4810 North Lavergne, Suite A Chicago, Illinois 60630 Address of Property:

10765 W. Clocktower Drive Lots 1-24 in Clocktower Pointe of Countryside Resubdivision and Lots 3 and 4 in Clocktower Pointe of Countryside

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### **ASSIGNMENT**

THIS ASSIGNMENT, dated this day of MARCH 2017 (the "Date Hereof"), by and between Countryside 6 LLC, an Illinois limited liability company ("Assignor"), and HP Ventures Group LLC – Countryside Project, an Illinois limited liability company ("Assignee").

#### WITNESSETH:

WHEREAS, Concurrently with the execution and delivery hereof, Assignor is conveying to Assignee portions of the Premises.

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest as the "Declarant" under in accordance with the provisions contained in Section 9.07 of the Declaration.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereto agree as follows:

- 1. Assignor hereby assigns, transfers sets over and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest as Declarant under the Declaration, and does constitute Assignee the successor to Assignor under the Declaration with respect to all Declarant rights thereunder, as of the Date Hereof.
- 2. Assignee hereby accepts the foregoing assignment and agrees to act as the Declarant and to accept and be bound by and to pay and perform all obligations of the Declarant under the Declaration from and after the Date Hereof.
- 3. Assignor agrees to defend, indemnify and hold Assignee harmless from and against any and all claim, loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements) incurred or sustained by Assignee resulting from or arising from the exercise or discharge (or failure thereof) by Assignor of any right, duty or obligation of the Declarant prior to and including the Date Hereof.
- 4. Assignee agrees to defend, indemnify and hold Assignor harmless from and against any and all claim, loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements) incurred or sustained by Assignor resulting from or arising from

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the exercise or discharge (or failure thereof) by Assignee of any right, duty or obligation of the Declarant from and after the Date Hereof.

- 5. This Assignment shall be recorded in the Office of the Recorder of Deeds, Cook County, Illinois.
- 6. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by Assignor and Assignee.
- 7. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, if any.
- 8. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
- 9. This Assignment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Date Hereof.

### **Assignee**

**HP Ventures Group LLC - Countryside Project**,

an Illinois limited liability company

By:\_

Steve Cook, as President of Hi-Pointe Development Corp., sole manager of HP Ventures Group LLC - Countryside Project

### Developer/Assignor

Countryside 6 LLC

an Illinois limited liability company

By:

STATE OF ILLINOIS

SS

COUNTY OF COOK

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that **Steve Cook** is a duly authorized signatory of High Pointe Development Corp., an Illinois corporation, the sole manager of HP Ventures Group LLC – Countryside Project, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and limited liability company, for the uses and purposes therein set forth.

4 COUP.

GIVEN under my hand and Notarial Seal MARCH 20, 2017

Notary Public

"OFFICIAL SEAL" (
TAMARA FREESE

Notary Public, State of Illinois My commission expires 09/21/19

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Notary Public

### **UNOFFICIAL COPY**

STATE OF ILLINOIS	)	
COUNTY OF COOK	)	SS
COUNTY OF GOOR	)	

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that <u>Vetr J. Kramm</u> is a duly authorized signatory of Countryside 6 LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and limited viability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Mach 20, 2017.

"OFFICIAL SEAL"

JEAN YIN

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#### **EXHIBIT A**

### LEGAL DESCRIPTION OF THE PROPERTY

#### The Premises

### I. <u>Premises</u>:

Lots 3 and 4 in Clocktower Pointe of Countryside Planned Development of Lot 1 in Clocktower Pointe of Countryside, being a consolidation of properties in the West Half of the Northeast Quarter of Section 20, Township 38 North, Range 12 Fast of the Third Principal Meridian, in Cook County, Illinois, pursuant to the Plat of Clocktower Pointe Planned Development recorded in Cook County, Illinois on September 21, 2006 as Document No. 0626427063 ("Clocktower Pointe of Countryside").

Lots 1 through 24, both inclusive, in Clocktower Pointe of Countryside Resubdivision Replat of Planned Development, in the West Half of the Northeast Quarter of Section 26, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, pursuant to the plat thereof recorded in Cook County, Illinois on March 14, 2017, as Document No. 1707329136 ("Clocktower Pointe of Countryside Resultivision").

### II. Rental Parcel:

Lot 3 in Clocktower Point of Countrysiae

### III. <u>Condominium Units:</u>

Units 201, 202, 203, 204, 301, 302, 303, 304, 401, 462, 403, 404, 501, 502, 503, 504, 601 and 602, created pursuant to Declaration of Condeminium Ownership for Clocktower Pointe of Countryside Condominium No. 4, recorded in Cook County, Illinois on May 21, 2015, as Document No. 1514145063.

### IV. Townhome Lots:

Lots 1 through 23, both inclusive, in Clocktower Pointe of Countryside Resubdivision.

#### V. Community Area:

Lot 24 in Clocktower Pointe of Countryside Resubdivision.

PINs: 18-20-200-131-000; 18-20-200-132-000; 18-20-200-133-000; 18-20-200-134-000 18-20-200-135-000; 18-20-200-136-000; and 18-20-200-137-000.

Addresses: 10765 Clocktower Drive, Countryside, Illinois 60525; and 6531 Willow Springs Road, Countryside, Illinois 60525