

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:



\*1817044054\*

Doc# 1817044054 Fee \$120.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/19/2018 12:54 PM PG: 1 OF 17

WILLIAM J. LAPELLE  
LAW OFFICES OF WILLIAM J. LAPELLE PC  
ONE NORTHFIELD PLAZA #528  
NORTHFIELD, ILLINOIS 60093

(This Space for Recorder's Use Only)

## 2018 AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WESTGATE AT THE GLEN HOMEOWNERS ASSOCIATION

This 2018 Amendment ("2018 Amendment") to the Declaration Of Covenants, Conditions, Easements And Restrictions For Westgate At The Glen Homeowners Association, is made and entered into this 6<sup>th</sup> day of June, 2018, by the Board of Directors of Westgate At The Glen Homeowners Association ("Board").

### WITNESSETH:

The Property as described on Exhibit A, attached hereto and made a part hereof, was submitted to the provisions of the Declaration of Covenants, Conditions, Easements and Restrictions, recorded with the Cook County Recorder of Deeds on July 10, 2015, as Document No. 1519144070 (the "Declaration"); and

The Board and the Unit Owners desire to amend the Declaration; and

Article XV, Section 9 of the Declaration requires that (i) the provisions of the Declaration may be amended or revoked by the recording with the Cook County Recorder of Deeds, of any instrument declaring such amendment or revocation, which instrument shall be signed by the undersigned or its successors and assigns or by the then Owners of not less than two-thirds (2/3) of all the SFC and SFA Units in the Development and the Developer, which Declaration shall set forth such amendment or revocation and shall be effective from and after the date of its recording

The 2018 Amendment set forth below has been signed by the undersigned or its successors and assigns or by the then Owners of not less than two-thirds (2/3) of all the SFC and SFA Units in the Development and the Developer as certified by Exhibit B, attached hereto and made a part hereof.

NOW, THEREFORE, the Declaration is amended as follows:

\* NO CHANGES IN PERCENTAGE OF OWNERSHIP

Rose

# UNOFFICIAL COPY

## **ARTICLE I** **DEFINITIONS**

18) **UNIT:** A Single Family Attached (“SFA”) or Single Family Cluster (“SFC”) residential dwelling Unit with an attached garage in one of the Buildings, constructed in **WESTGATE AT THE GLEN HOMES**. When applicable the word “Unit” shall be used interchangeably with the word “Lot” and vice versa. SFA Units are of two basic types, known as Rowhomes and Mews or townhomes and those terms may be used to refer to SFA units.

## **ARTICLE II** **ASSOCIATION AND BOARD OF DIRECTORS**

3) The Association shall have two classes of voting membership:

A) Class A Members shall be all Owners with the exception of the Developer until December 31, 2017, at which time the Developer shall become a Class A Member with one vote for each Unit it owns. Class A Members shall be entitled to one (1) vote for each Unit owned. When more than one person holds Ownership in any Unit, all such persons shall be Members. The vote for each Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. If the votes cast for a Unit conflict or are inconsistent, the votes shall not be counted.

B) The Class B Member shall be the Developer and shall be entitled to five hundred thirteen (513) votes less three votes for each Unit sold, provided that Class B membership shall cease and be converted to Class A membership on or before December 31, 2017.

4) The powers of the Association shall be vested in a Board consisting initially of three (3) directors appointed by the Developer. Said directors (or their successors who may also be appointed by the Developer) shall serve until such time as the directors are replaced by directors elected by the Members pursuant hereto.

At the first annual meeting of Members of the Association five (5) directors shall be elected by the Members comprising the Association. At the election each product group in **WESTGATE AT THE GLEN** (the rowhomes, the mews and the cluster homes) shall nominate at least two (2) candidates for director who are Unit Owners in their product group.

Members from each product group may vote for two (2) nominees, one of which must be an Owner representing their product group and the other which can be from any of the product groups. The nominee from each product group who receives the most votes (between the candidates from each product group) shall be elected as director to represent that product group for a two (2) year term. After the initial three (3) candidates (one (1) from each product group) have been determined, the two with the highest number of votes from the remaining candidates who were not elected (regardless of product group) shall fill the other two director positions and shall be elected for one (1) year terms. After the 2018 annual meeting all directors shall be elected for two (2) year terms. Upon completion of the election of directors at any annual meeting, each of the product groups in **WESTGATE AT THE GLEN** shall be represented by at least one (1) director who is the Owner of a Unit in that product group.

# UNOFFICIAL COPY

It is intended that each product group shall at all times be represented on the Board of Directors by at least one (1) of its Unit Owners. Each director shall hold office until his or her term expires and until his or her successor shall have been elected and qualified. Directors need not be residents of Illinois or Members of the Association.

With respect to future elections for representatives of a product group, the Members who are the Owners of Units in that product group shall elect a Director from among themselves. With respect to future elections for at-large Directors, all Members shall be entitled to vote as provided in Article III, Section 2.

Individuals who are either members, shareholders or partners of an entity that owns a Unit may be appointed by the entity as its agent for purposes of dealing with all matters relating to Westgate at the Glen and shall be eligible to election as directors.

The Developer shall transfer control of the Association to the Members no later than December 31, 2017, or within one hundred twenty (120) days after seventy-five (75%) percent of the Units in **WESTGATE AT THE GLEN**, have been conveyed, whichever 2018 occurs.

## **ARTICLE III**

### **OPERATING BUDGET, RESERVE FUND, AND ASSESSMENTS**

2) The initial budget (the "HOA Budget") for the Association has been prepared by the Developer and incorporated as Exhibit C, hereto. The HOA Budget shall be updated at least annually by the Board, and shall be used to formulate the Schedule of Assessments to be charged to and collected not less frequently than annually from each Owner in accordance with the Allocation Schedule set forth as Exhibit D or as otherwise determined by the Board in its assessment policy.

3) Unless otherwise noted or as otherwise determined by the Board in its assessment policy, the method of allocating assessments shall use the Unit size of each residence, measured in square feet, as set forth in the Allocation Schedule, Exhibit D. The Allocation Schedule distinguishes between Common Property used by all Owners, and Property that is specific in use and/or Ownership to each product type. With respect to the Rowhomes and Townhomes, certain budget items shall be allocated based on product types, using Unit size within each product type to apportion charges specific to that product type.

7) The Board shall have the prerogative to determine in its reasonable judgment its policies with respect to reserves for Capital Replacements, the costs of which may be fully or partially funded. Changes to this policy shall require a 3/5 vote of the Board members, and in addition must be approved by a 2/3 vote of the Unit Owners.

14) Regular assessments for the first and all subsequent Owners of a Unit, as provided for herein, shall commence on the date of conveyance of the Unit by the Developer to the Owner. The due date or dates of any special assessments shall be fixed in the resolution authorizing such assessment.

15) The duties of the Board of Directors with respect to assessments shall be as follows:

# UNOFFICIAL COPY

A) The Board shall fix the amount of the assessment against each Unit for each annual assessment period at least thirty (30) days in advance of the date or period that it is due and shall at that time prepare a roster of the Units and assessments applicable thereto, which shall be kept in the office of the Association and be open to inspection by any Owner.

19) Except in the event of an emergency, the Board shall not expend in excess of \$30,000.00 over and above the budget in any calendar year without the approval at a special meeting of a majority of the Units represented at said meeting.

## ARTICLE VI

### BUILDING MAINTENANCE AND REPAIRS FOR SFC UNITS

2) The Association may use all means available under the law (at law or in equity), and the provisions of this Declaration and the By-laws to collect assessments from the Unit Owner(s) pursuant to the allocation in Exhibit "D" hereto or as otherwise determined by the Board in its assessment policy.

## ARTICLE VII

### BUILDING MAINTENANCE AND REPAIRS FOR SFA UNITS

<b>SFA Maintenance, Repair, Replacement Item</b>	<b>Responsibility</b>
Damage to Units or Building caused by a specific Owner's negligence or acts, or that of his guests, invitees and/or Occupants	Individual Unit Owner
<b>SFA Maintenance, Repair, Replacement Item</b>	<b>Responsibility</b>
<ul style="list-style-type: none"> <li>a) Roof Repairs and Replacements</li> <li>b) Window Unit Replacements &amp; Repairs</li> <li>c) Door Replacements &amp; Repairs</li> <li>d) Leaks (Roof, Exterior, Foundation)</li> <li>e) Exterior Siding and Trim Replacement, Repairs, Periodic Tuckpointing, Painting, Staining, and Caulking.</li> <li>f) Repairs/Replacements/Modifications to Structural Building Elements, including Party Walls, and/or any Foundation or Footings.</li> <li>g) Deck Repairs, Re-staining, Replacement</li> <li>h) Exterior Concrete Patio replacement &amp; repairs.</li> </ul>	<p>All Unit Owners in the affected product type, Pro Rata based on Square Footage as set forth in the Allocation Schedule. Reserves will be collected for these costs as part of the Regular Assessments. Special Assessments will be levied to the extent reserves are insufficient. Scheduling of periodic repairs will be as set forth by the Board to assure proper appearance, and based on the life of the building.</p>
Building Insurance Premiums –	All Unit Owners in

# UNOFFICIAL COPY

<p>Property and Casualty Covering Exterior, Structural and All Major Building Components, Excluding Interior Drywall and Contents</p> <p>Insurance Deductibles related to Building Insurance Above</p>	<p>the affected product type, Pro Rata based on Square Footage as set forth in the Allocation Schedule. Reserves will be collected for these costs as part of the Regular Assessments. Special Assessments will be levied to the extent reserves are insufficient. Scheduling of these periodic repairs will be as set forth by the Board to assure proper appearance.</p>
--	--

SFA Maintenance, Repair, Replacement Item	Responsibility
Exterior Lighting	<p>All Unit Owners in the affected product type, Pro Rata based on Square Footage as set forth in the Allocation Schedule. Reserves will be collected for these costs as part of the Regular Assessments. Special Assessments will be levied to the extent reserves are insufficient. Scheduling of these periodic repairs will be as set forth by the Board to assure proper appearance. Light bulbs are the individual Unit Owner's responsibility but they shall be of approved types and capacities only; fixture repairs and replacement shall be borne by the HOA. The HOA may elect to replace exterior lighting as a common expense.</p>

2) The method of allocating costs amongst Owners within SFA Buildings shall be as set forth in the Allocation Schedule or as otherwise determined by the Board in its assessment policy. The predominant method of allocation uses square footage of the Unit as percentage of a) the total square footage of Units in a Building; or b) the total square footage of Units of a certain product type (rowhomes or townhomes); or c) total square footage of all the Units in the

# UNOFFICIAL COPY

development (for certain common area expenditures). The provisions in this Declaration shall not relieve the Owners of SFA Units from procuring their own insurance for personal property and contents, as well as the Unit interiors. No Owner of an SFA Unit shall bear any costs associated with SFC Units, and no Owner of an SFC Unit shall bear any costs associated with SFA Units.

4) The Association may use all means available under the law (at law or in equity) and the provisions of this Declaration and the By-laws to collect assessments from the Unit Owner(s) pursuant to the allocations in Exhibit "D" hereto or as otherwise determined by the Board in its assessment policy.

## ARTICLE VIII

### FIRE AND CASUALTY DAMAGE FOR SFC UNITS

3) The renewal date of all fire and property casualty extended coverage insurance policies shall be June 30, the anniversary date of the sale of the Unit insured, or such other date or dates prescribed by the Association.

## ARTICLE IX

### FIRE AND CASUALTY DAMAGE FOR SFA UNITS

3) The costs of completing the restoration shall be funded from insurance proceeds and any deductibles shall be charged to the Unit Owners in the affected product type in accordance with the Allocation Schedule.

## ARTICLE X

### ALTERATIONS AND ADDITIONS

6) Except for fences originally installed by the Developer, no Owner or Occupant shall construct or erect a fence of any kind, except as may be authorized by the Association and approved by the Village, however, until the last Unit is sold the Association shall not approve a fence without the prior written approval of the Developer and Village. Day to day maintenance of privacy fences constructed by the Developer, if any, which separate yards or patios shall be the responsibility of the Owner or Owners of the Units utilizing the fence. Major repairs and replacements shall be the responsibility of the Association. If the Owners of the affected units are unable to agree on the scope of any required repair or maintenance with respect to such fence or the allocation of the cost of such maintenance or repair, the Board of Directors of the Association shall determine the scope of repairs and the allocation of the costs between the abutting Owners, and its determination shall be final. Day to day maintenance of any privacy fence constructed at the end of a building shall be the responsibility of the Owner of the Unit utilizing the fence. Major repairs and replacements shall be the responsibility of the Association. Invisible pet restraining fences may not be installed unless approved in writing by the Association. Any fence constructed along the Common Property lines of the Development shall be owned, repaired and maintained by the Association.

## ARTICLE XII

### USE OF LOTS AND COMMON PROPERTY

4) There shall be no leaving or parking of baby carriages, playpens, swing-sets, bicycles, wagons, toys, vehicles, and the like or placing of benches or chairs on any of the Common Property, except during recreation activities as authorized or designated by the Association. Such activities shall not interfere with the peaceful enjoyment of the Common Property by others. All such equipment, etc., must be portable and stored inside the garage or Unit when

# UNOFFICIAL COPY

not in use.

6) Each Unit shall be used exclusively for private single family residential purposes. A single family includes an extended family or family-like group of related persons or persons "committed" to each other but does not include two or more roommates who have no connection other than sharing expenses.

14) No Unit shall be leased for a period of less than one (1) year nor more than 18 months without the prior written approval of the Association. Any lease and any lease renewal must be in writing and subject to the approval of the Association within seven (7) days after its execution and at least seven (7) days prior to occupancy of the Unit. No Owner shall be permitted to lease his Unit to a second or subsequent lessee prior to the expiration of the term of the previous lease unless a written request is submitted to and approved by the Board, setting forth a hardship to the Owner.

## ARTICLE XIII

### LANDSCAPING, LAWN MAINTENANCE AND SNOW REMOVAL

Except as set forth below, all landscaping, lawn, tree and shrubbery maintenance in the Development shall be performed by the Association as provided herein and no changes nor alternations shall be made therein, except by approval of the Association. Maintenance of any landscaping or plantings within fenced or designated private areas of a Unit, such as enclosed gardens or patios, shall be provided by the Owner of the Unit at his or her sole expense. All other areas including the front, rear and side yards, if any, shall be landscaped and planted initially by the Developer and thereafter maintenance, including shrubbery trimming and lawn mowing, shall be performed by the Association.

## ARTICLE XIV

### INGRESS AND EGRESS

1) The private alleys serving the SFA Units shall be for the exclusive use of the SFA Unit Owners and their guests and invitees. As such, the costs and repairs, maintenance, and replacements shall be the sole responsibility of the SFA Unit Owners and no portion of such expenses shall be paid by the SFC Unit Owners.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

1) No industry, business, trade occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Development, except those home-based businesses that do not involve customers coming to the Unit or evidence of their existence visible from the outside. Nor shall window displays or advertising be maintained or permitted on any part of the Development or any Unit or Lot therein, nor shall any structure be erected on any portion of the Development by any Owner or Occupant.

9) At any time and from time to time while these covenants, conditions, restrictions, reservations, equitable servitudes, grants, easements and set back lines are in effect, this Declaration may be amended or revoked by the recording with the Cook County Recorder of

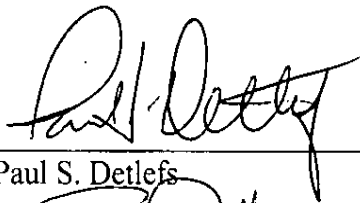
# UNOFFICIAL COPY

Deeds, of any instrument declaring such amendment or revocation, which instrument shall be signed by the undersigned or its successors and assigns or by the then Owners of not less than two-thirds (2/3) of all the SFC and SFA Units in the Development or signed by the Association's Secretary and attested to by one other officer, which Declaration shall set forth such amendment or revocation and shall be effective from and after the date of its recording; provided, however, that if the Developer or its successors and assigns shall hold legal title to any SFC or SFA Units (or Lots) in the Development, then an amendment or revocation signed by not less than two-thirds (2/3) of the Owners of such Units and/or Lots must also be signed by the undersigned Declarant, its successors or assigns and if not so signed such amendment or revocation shall not be valid...A certificate confirming such amendment or revocation signed by the Association's Secretary and attested to by one other officer or the undersigned Declarant or its successors or assigns shall likewise be prima facie evidence that the amendment or revocation has been signed by the owners of the required number of Lots and /or Units.

Except as expressly set forth herein, the Declaration and By-Laws shall remain in full force and effect.

IN WITNESS WHEREOF, the Board and approving Unit Owners have duly executed this Amendment on the day and year 2018 above written.

BOARD OF DIRECTORS OF THE WESTGATE AT THE GLEN HOMEOWNERS ASSOCIATION:



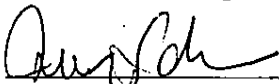
Paul S. Detlefs



Bruce Chudacoff



Bruce Starrenburg



Jenny Schneider



Bill Doepke

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
   ) SS.  
 COUNTY OF COOK         )

I, Diane M. Lapelle, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Paul S. Detlefs, Bruce Chudacoff, Bruce Starrenburg, Jenny Schneider and Bill Doeble, being all of the Directors of Westgate at the Glen Homeowners Association, personally known to me to be the same persons whose names are subscribed to the foregoing 2018 Amendment to the Declaration Of Covenants, Conditions, Easements And Restrictions For Westgate At The Glen Homeowners Association, appeared before me this day in person and acknowledged that they signed and delivered said Amendment as their free and voluntary act and as the free and voluntary act of Westgate at the Glen Homeowners Association for the uses and purposes set forth therein.

Given under my hand and notarial seal this 6 day of June, 2018.

*Diane M. Lapelle*  
 Notary Public



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF WESTGATE at the GLEN DEVELOPMENT

#### PARCEL R1:

THAT PART OF LOT 2 IN GLENVIEW NAVAL SUBDIVISION, RECORDED DECEMBER 28, 2009 AS DOCUMENT NUMBER 0936218044, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 21 AND PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTH HALF OF SECTION 28, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 IN THE GLEN SUBDIVISION NO. 2 A RESUBDIVISION IN SAID SECTION 21, SAID SECTION 27 AND SAID SECTION 28 AND OTHER SECTIONS ACCORDING TO A PLAT THEREOF RECORDED SEPTEMBER 14, 2001 AS DOCUMENT 0010854174 BEING ALSO A COMMON CORNER WITH SAID LOT 2; THE NEXT 5 COURSES BEING ALONG THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 37 DEGREES 31 MINUTES 19 SECONDS EAST 77.28 FEET; THENCE SOUTHERLY 20.49 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 238.00 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 19 DEGREES 16 MINUTES 31 SECONDS WEST, A DISTANCE OF 20.49 FEET; THENCE SOUTH 21 DEGREES 44 MINUTES 30 SECONDS WEST 82.33 FEET; THENCE SOUTHWESTERLY 162.88 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 218.00 FEET CONCAVE NORTHWESTERLY AND WHOSE CHORD BEARS SOUTH 43 DEGREES 08 MINUTES 46 SECONDS WEST, A DISTANCE OF 159.12 FEET; THENCE SOUTH 64 DEGREES 33 MINUTES 02 SECONDS WEST 152.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25 DEGREES 26 MINUTES 58 SECONDS WEST 126.26 FEET; THENCE WESTERLY 202.40 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 180.00 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 57 DEGREES 39 MINUTES 46 SECONDS WEST, A DISTANCE OF 191.91 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST 381.49 FEET; THENCE WESTERLY 54.07 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 180.00 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 81 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 53.87 FEET; THENCE WESTERLY 54.06 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 180.00 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 81 DEGREES 16 MINUTES 06 SECONDS WEST, A DISTANCE OF 53.86 FEET TO ITS POINT OF INTERSECTION WITH A WESTERLY LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 327.97 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY LINE OF DAUNTLESS DRIVE AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 8, 2012 AS DOCUMENT NUMBER 1209716008; THE NEXT 4 COURSES BEING ALONG THE EASTERLY LINE OF DAUNTLESS DRIVE AFORESAID; THENCE SOUTHEASTERLY 4.76 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 190.00 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS SOUTH 23 DEGREES 34 MINUTES 53 SECONDS EAST, A DISTANCE OF 4.76 FEET; THENCE SOUTH 24 DEGREES 17 MINUTES 58 SECONDS EAST 190.19 FEET; THENCE SOUTHERLY 114.65 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 269.00 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 12 DEGREES 05 MINUTES 11 SECONDS EAST, A DISTANCE OF 113.81 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST 144.36 FEET TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF CONSTELLATION DRIVE DEDICATED BY THE AFORESAID PLAT OF DEDICATION RECORDED APRIL 8, 2012 AS DOCUMENT NUMBER 1209716008; THENCE SOUTH 89 DEGREES 52 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF CONSTELLATION DRIVE AFORESAID 259.01 FEET ITS POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 2; THE REMAINING COURSES BEING ALONG THE EASTERLY LINE OF SAID LOT 2; THENCE NORTH 01 DEGREES 18 MINUTES 36 SECONDS EAST 211.81 FEET; THENCE NORTHERLY 127.03 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 298.62 FEET CONCAVE EASTERLY AND WHOSE CHORD BEARS NORTH 13 DEGREES 29 MINUTES 49 SECONDS EAST, A DISTANCE OF 126.08 FEET; THENCE NORTHEASTERLY 130.24 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 192.00 FEET CONCAVE SOUTHEASTERLY AND WHOSE CHORD BEARS NORTH 45 DEGREES 07 MINUTES 02 SECONDS EAST, A DISTANCE OF 127.76 FEET; THENCE NORTH 64 DEGREES 33 MINUTES 02 SECONDS EAST 241.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF WESTGATE at the GLEN DEVELOPMENT

#### PARCEL R2:

THAT PART OF LOT 2 IN GLENVIEW NAVAL SUBDIVISION, RECORDED DECEMBER 28, 2009 AS DOCUMENT NUMBER 0936218044, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 21 AND PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTH HALF OF SECTION 28, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 1, 2 AND 3 IN GLENVIEW SUBDIVISION NO. 3, RECORDED JANUARY 21, 2004 AS DOCUMENT NUMBER 0402119109, BEING A RESUBDIVISION OF PART OF LOT 11 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, BEING A SUBDIVISION OF PART OF SAID SECTION 28, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST MOST CORNER OF SAID LOT 1 BEING ALSO THE POINT OF INTERSECTION OF THE NORTHWEST LINE OF WEST LAKE AVENUE WITH THE SOUTHWEST LINE OF SHERMER ROAD; THENCE NORTH 54 DEGREES 00 MINUTES 01 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1 A DISTANCE OF 134.26 FEET; THENCE NORTHWESTERLY 152.30 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 1 BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 343.00 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS NORTH 41 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE OF 151.05 FEET TO A NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 48 MINUTES 23 SECONDS WEST ALONG THE NORTH LINE OF LOT 1 AFORESAID 42.29 FEET TO THE NORTHWEST CORNER THEREOF BEING ALSO A POINT ON THE EAST LINE OF SAID LOT 2 IN GLENVIEW NAVAL SUBDIVISION AFORESAID; THENCE NORTH 00 DEGREES 11 MINUTES 37 SECONDS EAST ALONG THE EAST LINE OF THE LAST MENTIONED LOT 2 A DISTANCE OF 405.92 FEET TO A BEND THEREIN; THENCE NORTH 01 DEGREES 18 MINUTES 36 SECONDS EAST ALONG THE EAST LINE OF THE LAST MENTIONED LOT 2 A DISTANCE OF 52.98 FEET TO ITS POINT INTERSECTION WITH THE SOUTH LINE OF CONSTELLATION DRIVE AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 8, 2012 AS DOCUMENT NUMBER 1209716008; THENCE NORTH 89 DEGREES 52 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF SAID CONSTELLATION DRIVE 317.57 FEET TO ITS POINT OF INTERSECTION WITH A WEST LINE OF THE LAST MENTIONED LOT 2 BEING ALSO THE EAST LINE OF LOT 3 IN GLENVIEW NAVAL SUBDIVISION AFORESAID; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF THE LAST MENTIONED LOT 3 A DISTANCE OF 139.09 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 52 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF LOT 3 IN GLENVIEW NAVAL SUBDIVISION AFORESAID 309.38 FEET TO THE SOUTHWEST CORNER THEREOF BEING ALSO A POINT ON A WEST LINE OF SAID LOT 2 IN GLENVIEW NAVAL SUBDIVISION AFORESAID; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST ALONG A WEST LINE OF THE LAST MENTIONED LOT 2 A DISTANCE OF 340.26 FEET TO A CORNER THEREOF BEING ALSO A SOUTHEAST CORNER OF LOT 1 IN GLENVIEW NAVAL SUBDIVISION AFORESAID; THENCE NORTH 89 DEGREES 52 MINUTES 23 SECONDS WEST ALONG THE SOUTH LINE OF THE LAST MENTIONED LOT 1 AND THE SOUTH LINE OF LOT 4 IN GLENVIEW NAVAL SUBDIVISION AFORESAID 62.64 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 06 SECONDS EAST 100.15 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS WEST 37.60 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN GLENVIEW NAVAL SUBDIVISION AFORESAID; THENCE SOUTH 00 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE LAST MENTIONED WEST LINE OF LOT 2 AND ITS NORTHERLY EXTENSION 721.87 FEET TO THE NORTHWEST CORNER OF LOT 3 GLENVIEW SUBDIVISION NO. 3 AFORESAID; THENCE SOUTH 89 DEGREES 54 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF THE LAST MENTIONED LOT 3 A DISTANCE OF 254.00 FEET TO THE NORTHEAST CORNER OF THE LAND CONVEYED BY QUIT CLAIM DEED RECORDED OCTOBER 27, 2008 AS DOCUMENT NUMBER 0830133187; THENCE SOUTH 00 DEGREES 05 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID LAND CONVEYED, 246.94 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LAST MENTIONED LOT 3; THENCE EASTERLY 232.28 FEET ALONG THE SOUTHERLY LINE OF THE LAST MENTIONED LOT 3 BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 450.00 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 50 DEGREES 47 MINUTES 15 SECONDS EAST, A DISTANCE OF 229.71 FEET; THENCE NORTH 35 DEGREES 59 MINUTES 59 SECONDS EAST ALONG THE SOUTHEASTERLY LINES OF LOT 1, 2 AND 3 IN GLENVIEW SUBDIVISION NO. 3 AFORESAID A DISTANCE OF 927.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF WESTGATE at the GLEN DEVELOPMENT

**PARCEL R3:**

THAT PART OF SHERMER ROAD VACATED BY ORDINANCE OF THE VILLAGE OF GLENVIEW, RECORDED MAY 22, 2014 AS DOCUMENT 1414222080, DESCRIBED AS FOLLOWS: LYING NORTH OF THE NORTH LINE OF LOT 1 IN GLENVIEW SUBDIVISION NO. 3 IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 2004 AS DOCUMENT NUMBER 0402119109, BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 48 MINUTES 23 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1 AFORESAID, 42.29 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTHWESTERLY 172.13 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST, HAVING A RADIUS OF 343.00 FEET AND A CHORD DISTANCE OF 170.33 FEET WHICH BEARS NORTH 14 DEGREES 11 MINUTES 02 SECONDS WEST, TO THE NORTH MOST CORNER OF SAID GLENVIEW SUBDIVISION NO. 3; THENCE SOUTH 00 DEGREES 11 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF GLENVIEW SUBDIVISION NO. 3 AFORESAID, 165.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Real Estate Location:  
West of West Lake Avenue  
and Shermer Road  
Glenview, IL 60026

Permanent Index Numbers: 04-28-201-014-0000

04-28-201-015-0000

04-28-201-016-0000

04-28-202-012-0000

# UNOFFICIAL COPY

## PROPERTY DESCRIPTION:

THAT PART OF LOT 2 IN GLENVIEW NAVAL SUBDIVISION, RECORDED DECEMBER 28, 2009 AS DOCUMENT NUMBER 0936218044, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 21 AND PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE NORTH HALF OF SECTION 28, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 IN THE GLEN SUBDIVISION NO. 2 A RESUBDIVISION IN SAID SECTION 21, SAID SECTION 27 AND SAID SECTION 28 AND OTHER SECTIONS ACCORDING TO A PLAT THEREOF RECORDED SEPTEMBER 14, 2001 AS DOCUMENT 0010854174 BEING ALSO A COMMON CORNER WITH SAID LOT 2; THE NEXT 5 COURSES BEING ALONG THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 37 DEGREES 01 MINUTES 19 SECONDS EAST 77.28 FEET; THENCE SOUTHERLY 20.49 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 238.00 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 19 DEGREES 16 MINUTES 31 SECONDS WEST, A DISTANCE OF 20.49 FEET; THENCE SOUTH 21 DEGREES 44 MINUTES 30 SECONDS WEST 82.33 FEET; THENCE SOUTHWESTERLY 162.88 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 218.00 FEET CONCAVE NORTHWESTERLY AND WHOSE CHORD BEARS SOUTH 43 DEGREES 08 MINUTES 46 SECONDS WEST, A DISTANCE OF 159.12 FEET; THENCE SOUTH 64 DEGREES 33 MINUTES 02 SECONDS WEST 152.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25 DEGREES 26 MINUTES 58 SECONDS WEST 126.26 FEET; THENCE WESTERLY 202.40 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 180.00 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 57 DEGREES 39 MINUTES 46 SECONDS WEST A DISTANCE OF 191.91 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 35 SECONDS WEST 381.49 FEET; THENCE WESTERLY 54.07 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 180.00 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 81 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 53.87 FEET; THENCE WESTERLY 54.06 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 180.00 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 81 DEGREES 16 MINUTES 06 SECONDS WEST, A DISTANCE OF 53.86 FEET TO ITS POINT OF INTERSECTION WITH A WESTERLY LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 327.97 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY LINE OF DAUNTLESS DRIVE AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 8, 2012 AS DOCUMENT NUMBER 1209716008; THE NEXT 4 COURSES BEING ALONG THE EASTERLY LINE OF DAUNTLESS DRIVE AFORESAID; THENCE SOUTHEASTERLY 4.76 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 190.00 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS SOUTH 23 DEGREES 34 MINUTES 53 SECONDS EAST, A DISTANCE OF 4.76 FEET; THENCE SOUTH 24 DEGREES 17 MINUTES 58 SECONDS EAST 190.19 FEET; THENCE SOUTHERLY 114.68 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 269.00 FEET CONCAVE WESTERLY AND WHOSE CHORD BEARS SOUTH 12 DEGREES 05 MINUTES 11 SECONDS EAST, A DISTANCE OF 113.81 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS WEST 144.36 FEET TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF CONSTELLATION DRIVE DEDICATED BY THE AFORESAID PLAT OF DEDICATION RECORDED APRIL 8, 2012 AS DOCUMENT NUMBER 1209716008; THENCE SOUTH 89 DEGREES 52 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF CONSTELLATION DRIVE AFORESAID 259.01 FEET ITS POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 2; THE REMAINING COURSES BEING ALONG THE EASTERLY LINE OF SAID LOT 2; THENCE NORTH 01 DEGREES 18 MINUTES 36 SECONDS EAST 211.81 FEET; THENCE NORTHERLY 127.03 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 298.62 FEET CONCAVE EASTERLY AND

# UNOFFICIAL COPY

WHOSE CHORD BEARS NORTH 13 DEGREES 29 MINUTES 49 SECONDS EAST, A DISTANCE OF 126.08 FEET;  
THENCE NORTHEASTERLY 130.24 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 192.00 FEET  
CONCAVE SOUTHEASTERLY AND WHOSE CHORD BEARS NORTH 45 DEGREES 07 MINUTES 02 SECONDS  
EAST, A DISTANCE OF 127.76 FEET; THENCE NORTH 64 DEGREES 33 MINUTES 02 SECONDS EAST 241.00  
FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION AND PINs

04-28-206-001, 04-28-206-002, 04-28-206-003, 04-28-206-004, 04-28-206-005, 04-28-206-006,  
04-28-206-007, 04-28-206-008, 04-28-206-009, 04-28-206-010; 04-28-207-001, 04-28-207-002,  
04-28-207-003, 04-28-207-004, 04-28-207-005, 04-28-207-006, 04-28-207-007, 04-28-207-008,  
04-28-207-009, 04-28-207-010, 04-28-207-011, 04-28-207-012, 04-28-207-013, 04-28-207-014,  
04-28-207-015, 04-28-207-016, 04-28-207-017, 04-28-207-018, 04-28-207-019, 04-28-207-020,  
04-28-207-021, 04-28-207-022, 04-28-207-023, 04-28-207-024, 04-28-207-025, 04-28-207-026,  
04-28-207-027, 04-28-207-028, 04-28-207-029, 04-28-207-030, 04-28-207-031, 04-28-207-032,  
04-28-207-033, 04-28-207-034, 04-28-207-035, 04-28-207-036, 04-28-207-037, 04-28-207-038,  
04-28-207-039, 04-28-207-040, 04-28-207-041, 04-28-207-042, 04-28-207-043, 04-28-207-044,  
04-28-207-045, 04-28-207-046, 04-28-207-047, 04-28-207-048, 04-28-207-049, 04-28-207-050,  
04-28-207-051, 04-28-207-052, 04-28-207-053, 04-28-207-054, 04-28-207-055, 04-21-401-021,  
04-21-401-030, 04-28-201-012, 04-28-201-013, 04-28-201-014, 04-28-201-015, 04-28-201-016

04-28-202-015  
04-28-201-014  
04-28-201-015  
04-28-201-016  
04-28-202-012

Proposed Cook County Clerk's Office

# UNOFFICIAL COPY

Commonly known as:

1926, 1932, 1938, 1944, 1956, 1974, 1982, 1990, 1998, 2010, 2018, 2026, 2034, 2046, 2054, 2062, 2070, 2102, 2106, 2110, 2114, 2118, 2122, 2132, 2136, 2140, 2144, 2154, 2158, 2162, 2166, 2176, 2180, 2184, 2188, 2192, 2196 Shermer Road

1901, 1902, 1904, 1905, 1906, 1908, 1909, 1910, 1913, 1916, 1917, 1918, 1920, 1921, 1922, 1925, 1931, 1937, 1943, 1949, 1950, 1954, 1955, 1958, 1962, 1963, 1966, 1969, 1970, 1974, 1975, 1981, 1982, 1986, 1987, 1990, 1993, 1994, 1998, 2005, 2006, 2010, 2013, 2014, 2018, 2021, 2022, 2026, 2029, 2037, 2045, 2053, 2061, 2101, 2105, 2109, 2113, 2117, 2121, 2125, 2129, 2133, 2137, 2141, 2145, 2169, 2177, 2179, 2181, 2185 Dauntless Drive

2151, 2153, 2157, 2159, 2164, 2165, 2168, 2169, 2172, 2173, 2176, 2177, 2180, 2181, 2184, 2185, 2189, 2193, 2197 Coral Lane

2802, 2808, 2818, 2826, 2834, 2842, 2843, 2849, 2850, 2855, 2861, 2867, 2873, 2878, 2879, 2884, 2885, 2897, 2918, 2890, 2891, 2894, 2902, 2910, 2926, 2934, 2950, 2958, 2966, 2974, 2982, 2990 Wilson Drive

1951, 1959, 1967, 1975, 1983, 1991, 2001, 2009, 2017, 2025, 2033, 2041 Saipan Drive

All in Glenview, Illinois 60026

Cook County Clerk's Office




# UNOFFICIAL COPY

## EXHIBIT B

### CERTIFICATE OF AMENDMENT TO WESTGATE AT THE GLEN HOMES

I, the undersigned Secretary of Westgate at the Glen Homeowners Association, certify that the following amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Westgate at the Glen Homes, originally recorded by the Cook County Recorder of Deeds as document 1619144070 on July 10, 2015, was approved by both the Developer and more than of all the SFC and SFA Units of Westgate at the Glen Homeowners Association at a duly noticed meeting of the owners held at Glenview, Illinois, on May 16, 2018.

  
\_\_\_\_\_  
Bruce Starrenburg, Secretary

Date 6/6/2018

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Bruce Starrenburg, Secretary of Westgate at the Glen Homeowners Association, personally known to me to be the same persons whose name is subscribed to the foregoing Certificate, appeared before me this day in person and acknowledged that he signed and delivered said Certificate as his free and voluntary act for the uses and purposes set forth therein.

Given under my hand and notarial seal this 6 day of June, 2018.

  
\_\_\_\_\_  
Notary Public

