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This document was prepared by And after recording return to:

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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/11/2019 01:53 PM PG: 1 OF 23

DECLARATION OF EASEMENTS AND COST SHARING AGREEMENT FOR MONTCLARE SENIOR RUSIDENCES OF CALUMET HEIGHTS E. County Clark's Office

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DECLARATION OF EASEMENTS AND COST SHARING AGREEMENT FOR MONTCLARE SENIOR RESIDENCES OF CALUMET HEIGHTS

This Declaration of Easements and Cost Sharing Agreement (the "Declaration") is made as of this // day of January, 2018 by and between Montclare Calumet Heights, LLC, an Illinois limited liability company ("Parcel 1 Owner"), American Antwan Land, LLC, an Illinois limited liability company ("Parcel 2 Owner"), and CH Land Acquisition, LLC, an Illinois limited liability company, and PCS Land Acquisition, LLC, an Illinois limited liability company, as tenants in common (collectively, the "Parcel 3 Owner"). The Parcel 1 Owner, Parcel 2 Owner and the Parcel 3 Owner are referred to collectively herein as the "Owner".

RECITALS

WHEREAS, Parcel 1 Owner is the legal title holder of the real estate which is legally described in Exhibit A hereto ("Parcel 1"). Parcel 1 is anticipated to be improved with a 134 unit, 7 story apartment building and related facilities known as Montclare Senior Residences of Calartet Heights with an address of 9401 South Stony Island Avenue, Chicago, Illinois (the 'Parcel 1 Building''). The Parcel 1 Building will consist of residential senior housing units and ancillary community and other space.

WHEREAS, Parcel 2 Owner is the legal title holder of the real estate which is legally described in Exhibit B hereto ("Parcel 2"). Parcel 2 is anticipated to be improved with a restaurant and related facilities (the "Parcel 2 Building") in accordance with certain plans and specifications as approved by the Parcel 2 Owner.

WHEREAS, Parcel 3 Owner is the legal title holder of the real estate which is legally described in Exhibit C hereto ("Parcel 3"). Parcel 3 is anticipated to be improved with a commercial building and related facilities (the "Parcel 3 Building") in accordance with certain plans and specifications as approved by the Parcel 3 Owner.

WHEREAS, Parcel 1, Parcel 2, and Parcel 3 are referred to collectively herein as the "Property." The Parcel 1 Building, the Parcel 2 Building and the Farcel 3 Building are referred to collectively herein as the "Buildings."

WHEREAS, the Parcel 2 Owner and the Parcel 3 Owner will require certain access and storm water drainage easements with respect to portions of Parcel 1. In addition, certain maintenance and other costs, including costs associated with the shared driveway, sidewalks and storm water detention area located on Parcel 1 as well as the installation costs of any traffic control facilities required by the City of Chicago, will be shared between the Parcel 1 Owner, the Parcel 2 Owner and the Parcel 3 Owner.

WHEREAS, the Parcel 1 Owner, the Parcel 2 Owner and the Parcel 3 Owner desire to enter into this Declaration to set forth certain agreements and understandings governing Parcel 1, Parcel 2, and Parcel 3.

NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Declarant hereby makes the following declaration of covenants, conditions, restrictions and easements relating to the Property:

ARTICLE I Definitions

Certain terms unused herein shall be defined as follows:

- 191 <u>BUILDINGS</u>. The Parcel 1 Building, the Parcel 2 Building and the Parcel 3 Building and all other buildings located or to be located on the Property, as altered, modified, replaced or improved from time to time.
- 1.02 <u>CriARGE</u>. Any amount which becomes due and payable from one Owner to the other Owner hardunder.
- 1.03 <u>COMMON ACCESSWAY</u>. The private roadway, sidewalks and other pedestrian paths now or herefate, existing on Parcel 1 and as depicted on <u>Exhibit D</u>, attached hereto and incorporated herein, providing access to the Parcel 2 Building and the Parcel 3 Building by the Parcel 2 Owner and the Parcel 3 Owner, respectively.
- 1.04 <u>COMMON ACCESSWAY EXPENSE</u>. The costs incurred in connection with the maintenance, repairs, reconstruction, and replacements of the Common Accessway.
- 1.05 <u>DECLARANT</u>. Montclare Calumet Aeights, LLC, an Illinois limited liability company, American Antwan Land, LLC, an Illinois limited liability company, and CH Land Acquisition, LLC, an Illinois limited liability company, and PCS Land Acquisition, LLC, an Illinois limited liability company, as tenants in common.
- 1.06 OWNER. Owner shall mean the Parcel 1 Owner, the Parcel 2 Owner or the Parcel 3 Owner, or where the context so requires, any one of them, and their respective successors and assigns, including without limitation, any lender holding a mortgage on Parcel 1, Parcel 2 or Parcel 3 that may be appointed by court order as receiver for Parcel 1, Parcel 2 or Parcel 3 or any receiver appointed for any such lender.
- 1.07 <u>PARCEL 1 BUILDING</u>. The building constructed on Parcel 1, as altered, modified, replaced or improved from time to time.
- 1.08 <u>PARCEL 1 OWNER</u>. Montclare Calumet Heights, LLC, an Illinois limited liability company, or any subsequent owner of fee simple title to the Parcel 1 Property.
- 1.09 <u>PARCEL 1 PROPERTY</u>. That portion of the Property which is described on <u>Exhibit A</u> hereto as the Parcel 1 Property.

- 1.10 <u>PARCEL 2 BUILDING</u>. The building to be constructed on Parcel 2, as altered, modified, replaced or improved from time to time.
- 1.11 <u>PARCEL 2 OWNER</u>. American Antwan Land, LLC, an Illinois limited liability company, or any subsequent owner of fee simple title to Parcel 2.
- 1.12 <u>PARCEL 2 PROPERTY</u>. That portion of the Property which is legally described on <u>Exhibit B</u>.
- 1.13 <u>PARCEL 3 BUILDING.</u> The building to be constructed on the Parcel 3, as altered, modified, replaced or improved from time to time.
- 1.14 <u>PARCEL 3 OWNER</u>. CH Land Acquisition, LLC, an Illinois limited liability company, and PCS Land Acquisition, LLC, an Illinois limited liability company, as tenants in common or any subsequent owner of fee simple title to the Parcel 3 Property.
- 1.15 <u>PARCEL 3 PROPERTY</u>. That portion of the Property which is legally described on <u>Exhibit C</u>.
- 1.16 <u>PROPERTY</u>. The Parcel 1 Property, the Parcel 2 Property and the Parcel 3 Property, collectively.
- 1.17 <u>SHARED EXPENSES</u>. The costs incurred in connection with the construction, operation, maintenance, repair, reconstruction and replacement of the Shared Facilities, including the following:
 - a. <u>Shared Facilities Expenses</u>: Construction, repairs; maintenance; maintenance supplies; snow removal; landscaping; and other miscellaneous expenses.
- 1.18 <u>SHARED FACILITIES</u>. The Common Accessway, the storm water detention facility depicted on <u>Exhibit E</u> attached hereto and incorporated perein (the "Storm Water Detention Area"), and any traffic lights/controls on South Stony Island Avenue required by the City of Chicago.

ARTICLE II Scope of Definitions

- 2.01 <u>PROPERTY SUBJECT TO DECLARATION</u> Declarant, as the Owner of fee simple title to the Property, expressly intends to and by recording this Declaration, does hereby subject the Property to the provisions of this Declaration.
- 2.02 <u>CONVEYANCES SUBJECT TO DECLARATION</u>. All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and

privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on any person or entity having at any time any interest or estate in any part of the Property. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration as fully and completely as though they were set forth in their entirety in any such document.

203 <u>DURATION</u>. The agreements in this Declaration pertaining to the Shared Expenses and Shared Facilities set forth in this Declaration shall remain in full force and effect in perpetuity unless revoked, changed or amended in whole or in part by written agreement of he Parcel 1 Owner, the Parcel 2 Owner and the Parcel 3 Owner, with the written consent of the holders of any mortgage liens then encumbering any part of the Property.

ARTICLE III Easements

- 3.01 EASEMENTS FOR THE BENEFIT OF THE PARCEL 2 PROPERTY. A non-exclusive easement for access, use and enjoyment in common with the Parcel 1 Owner and the Parcel 3 Owner in, over and across any Shared Facilities located on the Parcel 1 Property for the purposes of vehicular and pedestrian ingress, egress, access, storm water detention, use and enjoyment is hereby declared with respect to the Parcel 1 Property for the benefit of the Parcel 2 Property and the Parcel 2 Owner and its tenants, invitees, successors and assigns. The easement shall be subject to the rights of the Parcel 1 Owner and the Parcel 3 Owner, respectively, to joint use and enjoyment, and to enter upon any of such easement areas for the purpose of maintaining, repairing or replacing any portion of the Parcel 1 Property or for reasonable access to and from other portions of the Parcel 1 Property or the Parcel 3 Property, respectively.
- 3.02 EASEMENT FOR THE BENEFIT OF THE PARCEL 3 PROPERTY. A non-exclusive easement for access, use and enjoyment in common with the Parcel 1 Owner and the Parcel 2 Owner in, over and across any Shared Facilities located on the Parcel 1 Property for the purposes of vehicular and pedestrian ingress, egress, access, storm water detention, use and enjoyment is hereby declared with respect to the Parcel 1 Property for the benefit of the Parcel 3 Property and the Parcel 3 Owner and its tenants, invitees, successors and assigns. The easement shall be subject to the rights of the Parcel 1 Owner and the Parcel 2 Owner, respectively, to joint use and enjoyment, and to enter upon any of such easement areas for the purpose of maintaining, repairing or replacing any portion of the Parcel 1 Property or for reasonable access to and from other portions of the Parcel 1 Property or the Parcel 2 Property, respectively.

ARTICLE IV Operating Covenants

- 4.01 <u>MAINTENANCE OF SHARED FACILITIES AND EASEMENT AREAS</u>. With respect to Shared Facilities, the Parcel 1 Owner shall be responsible for the maintenance, repair or replacement of the Shared Facilities and the cost thereof shall be a Shared Expense
- COST SHARING. The Parcel 1 Owner will make reasonable estimates, 4.02 forecasts or projections ("Projections") of Shared Expenses for any calendar year. The Parcel 1 Owner will deliver to the Parcel 2 Owner and the Parcel 3 Owner a written statement setting forth the Projections and a calculation of the monthly amount of Shared Expenses payable by the Parcel 2 Owner and the Parcel 3 Owner, respectively, by reason thereof, to be one effective as of the delivery of the Projections. The Parcel 1 Owner shall be responsible for paying 63.47% of all Shared Expenses, the Parcel 2 Owner shall be responsible for paying 18.27% of all Shared Expenses and the Parcel 3 Owner shall be responsible for paying 18 26% of all Shared Expenses; except, that, the cost of any maintenance, repair or replacement to any Shared Facility which is caused by the acts or negligence of an Owner shal' be paid by such Owner, to the extent not covered by insurance. The Parcel 2 Owner and the Parcel 3 Owner shall pay the Parcel 1 Owner, on the first day of each month, the morth y amount of Shared Expenses determined pursuant to the Projections; provided, however, that the Parcel 2 Owner's and the Parcel 3 Owner's amount of Shared Expenses shall be adjusted when the actual amount of their Shared Expenses can be determined pursuant to Section 4.03 below. If the Parcel 2 Owner or the Parcel 3 Owner fail to pay the monthly amount due when due, then it shall become a Charge hereunder payable by the Owner who did not make such payment.
- READJUSTMENT. As soon as practicable after January 1st of each year, 4.03 the Parcel 1 Owner shall deliver to the Parcel 2 Owner and the Parcel 3 Owner a statement in writing with reasonable detail setting forth the amount of Shared Expenses paid or incurred by the Parcel 1 Owner during the immediately preceding year. Within thirty (30) days after the delivery of each such statement, the Parcel 2 Owner and the Parcel 3 Owner shall pay to the Parcel 1 Owner their proportionate share of Shared Expenses minus the amount Shared Expenses paid by the Parcel 2 Owner or the Parcel 3 Owner, respectively, paid to the Parcel 1 Owner for such calendar year pursuant to Section 4.02. In the event that due to payments made in accordance with Section 4.02, either the Parcel 2 Owner's or the Parcel 3 Owner's paid portion of Shared Expenses exceeds the amount owed by the Parcel 2 Owner or the Parcel 3 Owner for such period, the Parcel 1 Owner shall pay to the Parcel 2 Owner or the Parcel 3 Owner, as applicable, the excess amount, without interest, within thirty (30) days after the Parcel 1 Owner's statement. After delivery of the Parcel 1 Owner's statement, as provided in Section 4.02 above, and determination of the amount of the payment for adjustment of Shared Expenses to be made to the Parcel 1 Owner, or refunded to the Parcel 2 Owner and/or the Parcel 3 Owner, as the case may be, the monthly installments for Shared Expenses for the current year being paid by the Parcel 2 Owner and/or the Parcel 3 Owner (either by reason of Section 4.02 hereof or by reason of a prior readjustment pursuant to this Section

- 4.03) shall (A) be increased by one-twelfth of the amount of such payment if it is made by Parcel 2 Owner and/or Parcel 3 Owner to the Parcel 1 Owner or (B) be decreased by one-twelfth of the amount of such refund made by the Parcel 1 Owner to the Parcel 2 Owner and/or the Parcel 3 Owner.
- 4.04 <u>BOOKS AND RECORDS</u>. The books and records of the Parcel 1 Owner shall be maintained on an accrual basis in accordance with sound federal income tax accounting principles. These and all other records of the Parcel 1 Owner, including information relating to Shared Expenses, shall be kept at the principal office of the Parcel 1 Owner and shall be made available, upon request, to the Parcel 2 Owner or the Parcel 3 Owner, cr the holder of any mortgage encumbering any part of the Property or their respective duly authorized representative, at any and all reasonable times.
- 4.05 INSURANCE. The Parcel 1 Owner, the Parcel 2 Owner and the Parcel 3 Owner shall maintain insurance with carriers having a Best's Rating of A (VII) or better as provided herein of such greater amounts and on such additional terms as required by their respective partnership agreements or lenders.
 - (a) The Parcel 1 Owner, the Parcel 2 Owner and the Parcel 3 Owner shall each maintain comprehensive general liability insurance against claims for personal injury, death or property damage occurring in or upon their respective properties. Such insurance shall be in amounts as may be required by law and as may be carried from time to time by prudent owners of first class residential/commercial property, but in any event to afford protection for limits for not less than (i) \$1,000,000 for injury or death to a single person, (ii) \$2,000,000 for injury or death in any one occurrence, (iii) \$1,000,000 for property damage, and (iv) \$4,000,000 excess liability coverage. Each policy shall name the other Owners and the holder of any mortgage encumbering any part of the Property as an additional insured.
 - (b) If insurance premiums increase because of the use of a portion of the Property (other than for residential purposes of a Shared Lacility), the Owner of such portion shall be responsible for payment of the increase in the premium. Each Owner shall deliver to the other Owner written evidence c1 insurance required in accordance with this Declaration.
- 4.06 <u>COMPLIANCE WITH LAWS</u>. The Parcel 1 Owner, the Parcel 2 Owner and the Parcel 3 Owner shall comply with all laws, rules, orders, ordinances, regulations or requirements now or hereafter enacted or promulgated by the United States, the State of Illinois, the City of Chicago, and any other municipality or governmental agency now or hereafter having jurisdiction over the Buildings.
- 4.07 <u>UTILITIES</u>. Each Owner shall separately meter its Property for any utilities necessary or desired for the occupancy or use thereof.

ARTICLE V Damage to Shared Facilities

- 5.01 <u>IN GENERAL</u>. The Parcel 1 Owner, the Parcel 2 Owner and the Parcel 3 Owner shall keep their respective properties and easements which they are responsible for maintaining in good condition and repair.
- 5.02 <u>DAMAGE TO SHARED FACILITIES</u>. If any portion of the Shared Facilities are damaged or fall into disrepair, then such damage or the area which is in disrepair shall be repaired and restored by the Parcel 1 Owner, and the cost thereof in excess of any insurance proceeds, if applicable, shall be a Shared Expense. If any disrepair of damage adversely affects the use of the Shared Facilities and if at any time the Parcel 1 Owner is not proceeding diligently with the work of repair or restoration, then the Parcel 2 Owner or the Parcel 3 Owner may give written notice to the Parcel I Owner specifying which such repair or restoration is not proceeding diligently and the Parcel I Owner will promptly perform such repair or restoration upon receipt of same.

ARTICLE VI <u>Collection of Charges</u>

- 6.01 PAYMENT OF CHARCES. Each Owner shall be obligated to pay to the other Owner ("Payee") all Charges which may become payable hereunder. Each Charge, together with interest thereon and costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the portion of the Property owned or administered by the Owner against which such Charge is made. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Payee.
- 6.02 NON-PAYMENT OF CHARGES. Any Charge which is not paid when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the highest contract rate of interest then permitted in Illinois (or, if there is none, twelve percent (12%) per annum) from the due date to the date when paid and the Payee of the Charge may (i) bring an action against the Owner which is obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and/or (ii) enforce and foreclose any lien which it has or which may exist for its benefit.
- 6.03 <u>LIEN FOR CHARGES SUBORDINATED TO MORTGAGES</u>. The lien for Charges, provided for in Section 6.01, shall be subordinate to the lien of any mortgage at any time placed upon any portion of the Property. The lien for Charges, provided for in Section 6.01, shall not be affected by any sale or transfer of a portion of the Property which is subject to the lien created under this Article; except that a sale or transfer and delivery of possession of a portion of the Property pursuant to a decree of foreclosure or in lieu of foreclosure shall extinguish the lien for Charges which became payable prior to such sale or transfer. However, any such sale or transfer and delivery of possession of a

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portion of the Property pursuant to a decree of foreclosure or in lieu of foreclosure shall not relieve the purchaser or transferee of such portion of the Property from liability for, nor the portion of the Property so sold or transferred from the lien of, any Charges thereafter accruing from and after the date of such transfer and delivery of possession to the transferee.

ARTICLE VII Amendment and Termination

- 701 <u>AMENDMENT</u>. This Declaration may be amended only by a written instrument signed by the Parcel 1 Owner, the Parcel 2 Owner and the Parcel 3 Owner and the written consent of the holders of all mortgages encumbering any part of the Property, and duly recorded in Cook County, Illinois.
- 7.02 <u>TERMNATION</u>. This Declaration may be terminated only by a written instrument executed by the Parcel 1 Owner, the Parcel 2 Owner and the Parcel 3 Owner and the written consent of the holders of all mortgages encumbering any part of the Property, and duly recorded in Cook County, Illinois. Upon any such termination described above, this Declaration shall terminate and be of no further force or effect.

ART CLE VIII Miscell meous

- 8.01 <u>ENFORCEMENT</u>. Enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted here ander may be by proceeding at law or in equity by the aggrieved person against any person of persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof or to recover damages, and against the land to enforce any lien created hereunder; and failure by any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.
- 8.02 <u>SEVERABILITY</u>. Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, reservations, by legislation, jurgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions shall, remain in full force and effect.
- 8.03 NOTICES. Any notice required or permitted to be given hereunder shall be deemed given when personally delivered, when received by facsimile transmission or five days after mailing by United States certified mail return receipt requested, postage prepaid to the party to whom notice is directed at the following addresses:

Declarant and

Parcel 1 Owner: Montclare Calumet Heights, LLC

c/o MR Properties, LLC 701 Lee Street, Suite 802 Des Plaines, IL 60016

Attention: Philip I. Mappa & Colin A. Regan

Parcel 2 Owner:

American Antwan Land, LLC

c/o Siraj Elahi

500 Davis Street, Suite 512

Evanston, IL 60201 Attention: Siraj Elahi

Parcel 3 Owner:

CH Land Acquisition, LLC and PCS Land Acquisition, LLC

c/o MR Properties, LLC /01 Lee Street, Suite 802 Des Plaines, IL 60016

Attention: Philip I. Mappa & Colin A. Regan

With copies to:

Each Owner's members mortgagees and their respective counsel,

at such addresses as may be provided to the Parcel 1 Owner, the

Parcel 2 Owner and the Parcel 3 Owner.

Each Owner agrees that during such time as any mortgage lender (the name and address of which has been provided in accordance with this Section 8.03) holds a mortgage lien on all or any portion of the Property of such Owner, such mortgage lender shall be entitled to receive written notice of an alleged default by any such Owner in the performance of its obligations hereunder and such mortgage lender shall have the right and privilege, by not the obligation, to cure or to effect a cure of such alleged default within sixty (60) days after the delivery of such notice of default.

- 8.04 <u>RULES AND REGULATIONS</u>. The Parcel 1 Owner shall have the right to formulate, adopt, implement and enforce rules and regulations governing the Shared Facilities located on Parcel 1.
- 8.05 <u>CAPTIONS</u> The Article and paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

-Signature Page to Follow-

IN WITNESS WHEREOF, I have caused this instrument to be ex	Parcel ecuted.	l Owne	r, Parcel 2 Owner, and Parcel 3 Owner	
Dated: <u>0/ - /0</u> , 2019				
	PARCEL 1 OWNER:			
	MONTCLARE CALUMET HEIGHTS, LLC, an Illinois limited liability company			
DD0072	Ву:	By: MONTCLARE CALUMET HEIGHTS MANAGER, LLC, an Illinois limited liability company, its manager		
Joy Co	24,	Ву:	MONTCLARE CALUMET HEIGHTS MM Corp., an Illinois corporation, its manager By:	
		0,	Philip I. Mappa, President	
STATE OF ILLINOIS) SS		4/	24_	

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Philip I. Mappa personally known to mote be the President of Montclare Calumet Heights MM Corp., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this dry in person, and acknowledged that he signed and delivered the said instrument pursuant to authorize given by the Corporation, as his free and voluntary act, and as the free and voluntary act and deed of the Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of January, 2019.

(SEAL) "OFFICIAL SEAL" SUSAN M CASSARA

COUNTY OF COOK

Notary Public, State of Illinois My Commission Expires 4/10/2021

-Signature Page Continues-

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PARCEL 2 OWNER:

AMERICAN ANTWAN LAND COMPANY, LLC,

an Illinois limited liability_company_

By: /

Its:

STATE OF ILLINOIS

) SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Siraj Elahi personally known to me to be an authorized representative of American Antwan Land Company, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Company, as his free and voluntary act, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1 day of January, 2019.

Notary Public

OFFICIAL SEAL SUSAN SULLIVAN

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/01/19

-Signature Page Continues-

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PARCEL 3 OWNER:

CH LAND ACQUISITION, LLC, an Illinois limited liability compared

/ 1/

Name Colin A.

Its: Member

By:

STATE OF ILLINOIS

) SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Colin A. Regan personally known to me to be the Manager of CH Land Acquisition, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing incrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Company, as his free and voluntary act, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this Land Cay of January, 2019.

"OFFICIAL SEAL" SUSAN M CASSARA

AL Notary Public, State of Illinois
My Commission Expires 4/10/2021

Notary Public

-Signature Page Continues-

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PARCEL 3 OWNER:

PCS Land Acquisition, LLC, an Illinois limited liability company

By:

Name: Philip I. Mappa

Member Its:

STATE OF ILLINOIS

) SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Philip I. Mappa personally known to me to be the Member of PCS Land Acquisition, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Company, as his free and voluntary act, and as ne free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this // #Lay of January, 2019.

"OFFICIAL SEAL" SUSAN M CASSARA

Notary Public, State of Illinois y Commission Expires 4/10/2021

Notary Public Contion Office

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Legal Descri.

IN MONTCLARE SENIOR RESIDENCES OF IVISION OF PART OF THE SOUTHWEST QUA.
ATER OF SECTION 1, TOWNSHIP 37 NORTH, R. RD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

FIN: 25-01-324-001-0000

Roperty address: 9401 S stoney Island the Chicago, IC 60617

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EXHIBIT B

Legal Description of Parcel 2

LOT 2 IN MONTCLARE SENIOR RESIDENCES OF CALUMET HEIGHTS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

Proposity of Cook County Clark's Office

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EXHIBIT C

Legal Description of Parcel 3

LOT 3 IN MONTCLARE SENIOR RESIDENCES OF CALUMET HEIGHTS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office

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EXHIBIT D

Common Accessway

-Attached-

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
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COOK COUNTY

RECORDER OF DEEDS

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EXHIBIT E

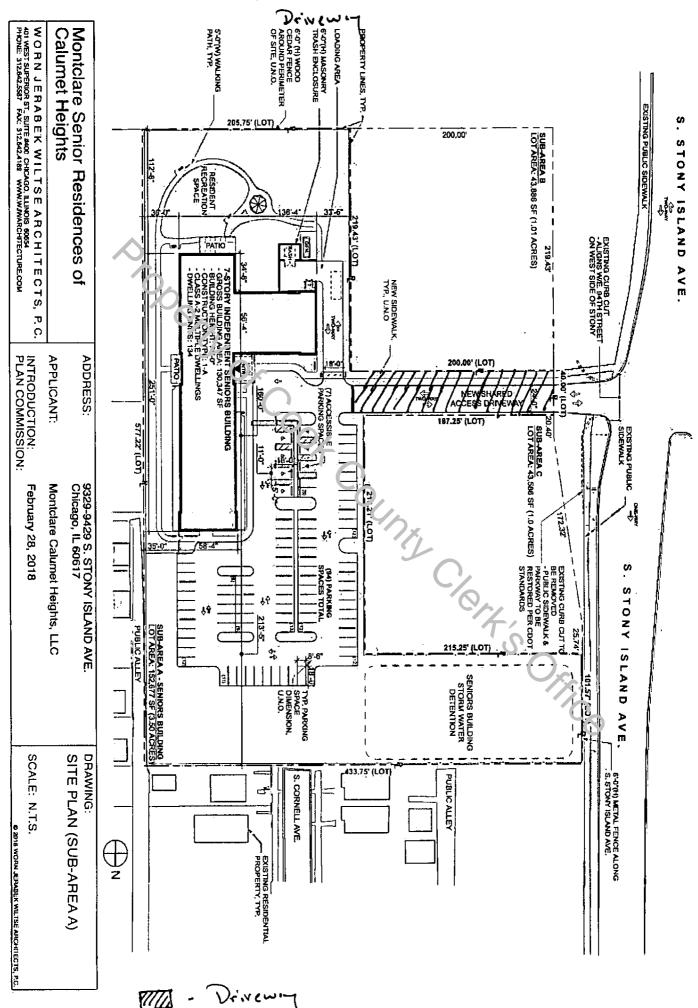
Storm Water Detention Facility

-Attached-

RECOIL.

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