

UNOFFICIAL COPY



Illinois Department of Transportation

Office of the Secretary  
2300 South Dirksen Parkway/Springfield, Illinois/62764  
Telephone 217/782-5597

Permit 03

*Copy*

PLAT WITH THIS DOCUMENT

August 26, 1986



Cook County Recorder  
Courthouse  
Chicago, Illinois 60602

Dear Sir:

In accordance with the provisions of "An Act to revise the law in relation to recorders," approved March 9, 1874, as amended, the Department of Transportation hereby files its report on the flood hazard potential of the following-described plat:

PALWAUKEE BUSINESS CENTER, UNIT TWO, being a part of Section 11, Township 42 North, Range 11 East of the 3rd Principal Meridian in Cook County, Illinois, with Certificate of Illinois Licensed Land Surveyor No. 1439, dated July 8, 1986.

Based upon data available to the Department, it has been determined that the entire subdivision is subject to flood risk.

This report is based upon available topographic and hydrologic data and information presented on the plat. The State of Illinois assumes no responsibility by reason of opinions set forth in this filing.

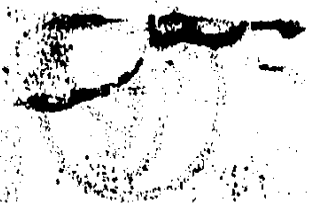
H. R. HANLEY, Secretary

By Donald R. Vonnahme  
Donald R. Vonnahme, Director  
Division of Water Resources

HRH:DRV:PM:lmb  
CC: Virginia Taylor  
Permit File

86425053

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SEARCHED  
INDEXED  
SERIALIZED  
FILED  
MAY 23 1949

Property of Cook County Clerk's Office

*[Handwritten signature]*  
Clerk of Cook County

COOK COUNTY CLERK  
100 N. LAUREL ST.  
CHICAGO, ILL.

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Docket No. PC-87

88428053

RESOLUTION NO. 84-128

88428053

A Resolution Approving the Final Plats of Palwaukee Business Center Subdivision, Units One, Two and Three

WHEREAS, Northwest National Bank of Chicago, and Avenue Bank and Trust Company of Oak Park, not personally but as Trustees of Trust Numbers 199 and 485 respectively, as holders of Record Title has submitted a final plat known as Palwaukee Business Center Unit One as prepared by Gremley & Biedermann, Inc., Land Surveyors, on October 30, 1984; and

WHEREAS, Avenue Bank and Trust Company of Oak Park, not personally but as Trustee of Trust Number 485, as holders of Record Title has submitted final plats known as Palwaukee Business Center Unit Two and Palwaukee Business Center Unit Three, prepared by Gremley & Biedermann, Inc., Land Surveyors, on October 30, 1984:

Palwaukee Business Center Unit One, being a subdivision in the Southeast Quarter of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

Palwaukee Business Center Unit Two, being a subdivision in the Southeast Quarter of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

Palwaukee Business Center Unit Three, being a subdivision in the Southeast Quarter of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

(The above-described property consists of 63.77 acres and is located on the north side of Hintz Road, west of Acco Headquarters (Wolf Road), east of Wheeling Road and south of Meadowbrook West Subdivision, Wheeling, Illinois.)

and

WHEREAS, the President and Board of Trustees have granted preliminary plat approval for the Palwaukee Business Center upon the adoption of Resolution 84-91; and

WHEREAS, the Plan Commission of the Village of Wheeling has recommended to the President and Board of Trustees that final plat approval be granted; and

WHEREAS, the President and Board of Trustees find it in the best interests of the Village of Wheeling to approve the final plats of Palwaukee Business Center, Units One, Two and Three:

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the plats of subdivision for the Palwaukee Business Center, Units One, Two and Three, prepared by Gremley & Biedermann, Inc., Land Surveyors, on October 30, 1984, attached hereto and made a part hereof, are hereby approved.

88428053

88428053

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Docket No. PC-87

0025052

84-128

84-128

RESOLUTION NO.

A Resolution Approving the Final Plat of Palwaukee Business Center Subdivision, Units One, Two and Three

WHEREAS, Northwest National Bank of Chicago, and Avenue Bank and Trust Company of Oak Park, not personally but as Trustees of Trust Numbers 199 and 485 respectively, as holders of Record Title has submitted a final plat known as Palwaukee Business Center Unit One as prepared by Gremley & Biedermann, Inc., Land Surveyors, on October 30, 1984; and

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Palwaukee Business Center Unit Three, being a subdivision in the Southeast Quarter of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

(The above-described property consists of 63.77 acres and is located on the north side of Hintz Road, west of Alco Head-Quarters (Wolf Road), east of Wheeling Road and south of Meadowbrook West Subdivision, Wheeling, Illinois.)

and

WHEREAS, the President and Board of Trustees have granted preliminary plat approval for the Palwaukee Business Center upon the adoption of Resolution 84-91; and

WHEREAS, the Plan Commission of the Village of Wheeling has recommended to the President and Board of Trustees that final plat approval be granted; and

WHEREAS, the President and Board of Trustees find it in the best interests of the Village of Wheeling to approve the final plat of Palwaukee Business Center, Units One, Two and Three;

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PROCESSED

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6 6 4 2 5 0 5 3

Docket No. PC-87

FURTHERMORE, BE IT RESOLVED, that the developer shall contribute \$3,500 towards the cost of the construction of the Meadowbrook West emergency access prior to the recording of Palwaukee Business Center Unit One.

Trustee ROGERS moved, seconded by Trustee RATAJCZAK, that Resolution No. 84-128 be adopted.

Trustee Altieri Aye

Trustee Powers Aye

Trustee Fanella Aye

Trustee Ratajczak Aye

Trustee Kerr Aye

Trustee Rogers Aye

ADOPTED this 31<sup>st</sup> day of DECEMBER, 1984, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Charles M. Kerr  
Charles M. Kerr  
Village President Protem

ATTEST:

Elizabeth L. Hartman  
Elizabeth L. Hartman  
Village Clerk

66425053

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Docket No. PC-87

FURTHERMORE, BE IT RESOLVED, that the developer shall contribute \$3,500 towards the cost of the construction of the Meadowbrook West emergency access prior to the recording of Palwaukee Business Center Unit One.

Trustee Rogers moved, seconded by Trustee Ratajczak that Resolution No. 84-128 be adopted.

Trustee Altfert Aye

Trustee Fanelia Aye

Trustee Kerr Aye

ADOPTED this 17th day of December, 1984, by the

President and Board of Trustees of the Village of Wheeling, Illinois.

Charles M. Kerr  
Charles M. Kerr  
Village President Protem



Elizabeth J. Hartman  
Elizabeth J. Hartman  
Village Clerk

REC-1013

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3 6 4 2 SRJD:dis:6/25/86:1+6

RECEIVED  
AUG 25 1986

THIS INSTRUMENT WAS PREPARED BY:  
ROBERT J. DI LEONARDI  
DI LEONARDI & BROIHIER, LTD.  
Regency Office Plaza  
2700 River Road  
Suite 206  
Des Plaines, Illinois 60018

## EXHIBIT A TO PLAT OF SUBDIVISION OF PALWAUKEE BUSINESS CENTER

### DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

FOR

### PALWAUKEE BUSINESS CENTER

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS is made by LA SALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement dated December 13, 1984 and known as Trust Number 109300 and NORTHWEST NATIONAL BANK, OF CHICAGO, not personally but solely as Trustee pursuant to Trust Agreement dated January 18, 1984 and known as Trust Number 10-072560-5 (hereinafter referred to collectively as the "Declarant"):

### R E C I T A L S:

A. Title: Declarant is the legal owner of a certain parcel of real estate situated in Wheeling, Illinois and legally described on the attached Plat of Subdivision of Palwaukee Business Center (the "Subdivision").

86422053

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RECEIVED  
MAY 13 1988

THIS INSTRUMENT WAS PREPARED BY  
MORRIS J. H. HERRICK  
OF MORRIS & HERRICK, LTD.  
Regency Office Plaza  
3700 River Road  
Suite 300  
Oak Brook, Illinois 60110

THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS.

DEPARTMENT OF REVENUE, TAXATION AND FINANCE

208

THE STATE OF ILLINOIS, COUNTY OF COOK, BEING THE COUNTY OF COOK, ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON MAY 13, 1988, AT 10:00 AM. THE INSTRUMENT WAS FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, UNDER TRUST NUMBER 10-07300-2. THE INSTRUMENT WAS FILED PURSUANT TO TRUST AGREEMENT NUMBER 10-07300-2, DATED JANUARY 18, 1981, AND IS KNOWN AS TRUST NUMBER 10-07300-2. THE INSTRUMENT WAS FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, AS A CONDITION OF THE INSTRUMENT.

1988 MAY 13

A. J. HERRICK, Clerk of Cook County, Illinois, and I hereby certify that the foregoing instrument is a true and correct copy of the original as filed in the public records of Cook County, Illinois, on May 13, 1988, at 10:00 AM. The instrument was filed in the public records of Cook County, Illinois, under Trust Number 10-07300-2. The instrument was filed pursuant to Trust Agreement Number 10-07300-2, dated January 18, 1981, and is known as Trust Number 10-07300-2. The instrument was filed in the public records of Cook County, Illinois, as a condition of the instrument.

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1988 MAY 13



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B. Development: The Declarant desires and intends that the Subdivision be improved with buildings and landscaping, and thereafter maintained in a manner which will promote, enhance and protect the value, desirability and aesthetics of the Subdivision and buildings situated thereon.

NOW, THEREFORE, Declarant hereby covenants, agrees, and declares that each and every Lot contained in the Subdivision shall be held, sold and conveyed subject to the conditions and restrictions herein.

## ARTICLE ONE

### DEFINITIONS

For purposes of brevity and clarity, certain words and terms used in this Declaration of Easements, Covenants and Restrictions are defined as follows:

1.01 Architectural Plans and Specifications: Those plans and specifications delineating an industrial, manufacturing, commercial or office building, and the adjacent parking area, intended to be constructed on a Lot or Lots and which is to be submitted to Declarant for approval prior to construction of the same.

1.02 Building Site: Any combination of contiguous lots as defined herein.

1.03 Declarant: LA SALLE NATIONAL BANK and NORTHWEST NATIONAL BANK OF CHICAGO not personally but solely as Trustees aforesaid and the person or persons owning one hundred percent (100%) of the beneficial interest of the Declarant.

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ARTICLE 10

DEFINITIONS

For purposes of this ...  
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10.01 Industrial Plant means any building or structure used in the production of goods or services, including manufacturing, commercial or office buildings, and the adjacent parking areas, located on a lot or lots and which are to be used for industrial purposes for the production of the same.

10.02 Bank means any financial institution, including a national bank, state bank, savings and loan association, credit union, or any other institution authorized to do business as a bank under the laws of the State of Illinois.

10.03 Commercial means any building or structure used for the purpose of conducting a business, including a retail store, office building, or any other building used for commercial purposes.

COOK COUNTY

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1.04 Declaration: This instrument. 06425053

1.05 Easements: The several Easements defined in paragraphs 1.11, 1.13, 1.14, 1.15 and 1.16 hereof.

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06425053

# UNOFFICIAL COPY

1000 East Washington Street, Chicago, IL 60601

1000 East Washington Street, Chicago, IL 60601

1000 East Washington Street, Chicago, IL 60601

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60601

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- 1.06 Landscape Plans and Specifications: Those plans and specifications delineating the landscaping of a Lot, to be submitted to Declarant for approval simultaneously with the submission to Declarant of Architectural Plans and Specifications.
- 1.07 Lot: That part of Palwaukee Business Center identified by lot number on the Plat of Subdivision, or on any plan of resubdivision of Palwaukee Business Center, or that part of any addition to Palwaukee Business Center which is subsequently submitted to the terms hereof pursuant to Section 2.02, as identified by lot number on any plat of addition.
- 1.08 Occupant: A Person or Persons (other than an Owner or Tenant) in lawful possession of a Lot.
- 1.09 Owner: Any Person or Persons (including the Declarant as to all unsold Lots), whose estates or interests, individually or collectively, aggregate a fee ownership of a Lot.
- 1.10 Person: A natural individual, corporation, partnership, trustee or other legal entity capable of being an owner of fee simple title to a Lot.
- 1.11 Plat of Subdivision: The Plat of Subdivision recorded in the Office of the Recorder of Deeds of Cook County, Illinois to which this Declaration is attached. Upon the filing of an amended declaration pursuant to Section 2.02 hereof, "Plat of Subdivision" shall also mean any plat of subdivision referred to in such amended declaration.
- 1.12 Public Utility and Drainage Easement: That part of the Subdivision designated on the Plat of Subdivision for

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"Public Utilities and Drainage". 6 4 2 5 0 5 3

- 1.13 Tenant: Any person who occupies a Lot pursuant to a lease with a Lot Owner.
- 1.14 Easement for Metropolitan Sanitary Sewer: That part of the Subdivision designated on the Plat of Subdivision for "Easement for Metropolitan Sanitary Sewer".
- 1.15 Water Detention, Compensatory Storage, and Floodway Area: Lots A&B of the Subdivision whose use is governed by Article VII hereof. Lot A is designated on the Plat of Subdivision for "Storm Water Detention" and Lot B for "Compensatory Storage".
- 1.16 Easement for Sanitary Sewer: That part of the Subdivision designated on the Plat of Subdivision for "Easement for Sanitary Sewer".
- 1.17 Easement for Water Main: That part of the Subdivision designated on the Plat of Subdivision for "Easement for Water Main".

## ARTICLE TWO

### PROPERTY SUBJECT TO THIS DECLARATION

- 2.01 Dominant and Subservient Property: Each Lot situated within the Subdivision shall be held, transferred, conveyed, sold and occupied subject to this Declaration.
- 2.02 Right of Declarant to Add Property: The Declarant reserves the right from time to time to submit additional property to the terms of this Declaration, including any addition to Palwaukee Business Center, by the recording of an Amended Declaration setting forth the description of such additional

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1. The Board of Directors of the Corporation shall have the authority to...

2. The Board of Directors shall have the authority to...

3. The Board of Directors shall have the authority to...

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20. The Board of Directors shall have the authority to...

10-10-10

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property which shall become subject to this Declaration.

- 2.03 Additional Property: Except as provided in Section 2.02, no additional property shall be made subject to Declaration without the consent of every Owner of a Lot situated within the Subdivision.

## ARTICLE THREE

### PUBLIC UTILITY AND DRAINAGE EASEMENT

- 3.01 Grant: A non-exclusive perpetual easement for public utilities and drainage is hereby granted upon, over, along and under that part of a Lot falling within the Public Utility and Drainage Easement, for the benefit of all Owners, Tenants and Occupants thereof and therein, and their guests and invitees.
- 3.02 Purpose: The Public Utility and Drainage Easement hereby granted is for the purpose of constructing and maintaining electric, gas, telephone service, sanitary sewers, storm sewers, water mains, drains, manholes, underground drainage pipes, culverts, swails and paved inverts, and other public or quasi-public utility installation, for the benefit of each Lot in the Subdivision.
- 3.02 Easements to Run with the Land: The Public Utility and Drainage Easement is an Easement appurtenant, running with the land, perpetually in full force and effect, and at all

66420053

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on 10/10/10 called at 10:10 AM on 10/10/10  
concerning the subject of [illegible]  
without the receipt of a copy of a [illegible]  
the [illegible]

## STATE OF ILLINOIS

### DEPARTMENT OF REVENUE

10.1  
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Property of Cook County Clerk's Office

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times shall inure to the benefit of and be binding upon the  
8 6 4 2 5 0 5 3  
Declarant, its successors and assigns, and any Owner,  
Tenant, purchaser, mortgagee and other Persons having an  
interest in Palwaukee Business Center, or any part thereof.

## ARTICLE FOUR

### EASEMENTS FOR METROPOLITAN SANITARY SEWER; WATER DETENTION, COMPENSATORY STORAGE AND FLOODWAY AREA; SANITARY SEWER; AND WATER MAIN

- 4.01 Grant and Purposes: Non-exclusive perpetual easements for the purposes of Metropolitan Sanitary Sewer, water detention, floodway, compensatory storage, sanitary sewers and water mains are hereby granted upon, over, along and under those parts of a Lot or Lots falling within the Easement for Metropolitan Sanitary Sewer; the Water Detention, Compensatory Storage and Floodway Area; the Easement for Sanitary Sewer; and the Easement for Water Main, for the benefit of all Owners, Tenants and Occupants thereof and therein, and their guests and invitees.
- 4.02 Easements to Run with the Land: Each of said easements set out in paragraph 4.01 hereof is an easement appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the declarant, its successors and assigns, and any Owner, Tenant, purchaser, mortgagee and other Persons having an interest in Palwaukee Business Center, or any part thereof.

66425053

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CLERK OF THE COUNTY

WITNESSED my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

1.00. The undersigned, \_\_\_\_\_, of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the \_\_\_\_\_ as the same appears from the records of the \_\_\_\_\_ of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

2.00. The undersigned, \_\_\_\_\_, of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the \_\_\_\_\_ as the same appears from the records of the \_\_\_\_\_ of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

3.00. The undersigned, \_\_\_\_\_, of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the \_\_\_\_\_ as the same appears from the records of the \_\_\_\_\_ of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

4.00. The undersigned, \_\_\_\_\_, of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the \_\_\_\_\_ as the same appears from the records of the \_\_\_\_\_ of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

5.00. The undersigned, \_\_\_\_\_, of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the \_\_\_\_\_ as the same appears from the records of the \_\_\_\_\_ of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

6.00. The undersigned, \_\_\_\_\_, of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the \_\_\_\_\_ as the same appears from the records of the \_\_\_\_\_ of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

7.00. The undersigned, \_\_\_\_\_, of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the \_\_\_\_\_ as the same appears from the records of the \_\_\_\_\_ of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

8.00. The undersigned, \_\_\_\_\_, of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the \_\_\_\_\_ as the same appears from the records of the \_\_\_\_\_ of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

9.00. The undersigned, \_\_\_\_\_, of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the \_\_\_\_\_ as the same appears from the records of the \_\_\_\_\_ of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

10.00. The undersigned, \_\_\_\_\_, of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the \_\_\_\_\_ as the same appears from the records of the \_\_\_\_\_ of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

COOK COUNTY CLERK

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## ARTICLE FIVE

### RIGHT TO USE, AND TITLE TO EASEMENT AREAS

5.01 Right to Use Easements: Each Owner, Tenant and Occupant shall have the benefit of the Easements in common with all other Owners, Tenants and Occupants; provided, however, that the use of the Easements shall be subject to and governed by the provisions of this Declaration.

5.02 Title to Easements: Title to Easements shall vest in the respective Owners of Lots upon, over, along, and under which, the Easements are situated.

5.03 Limitation Upon Rights of Use and Enjoyment: The rights of use and enjoyment of Easements established hereby shall be limited by and subject to the following:

Declarant shall have the right to enter upon Easements for the purpose of:

- a) furnishing and installing such services, labor and material as may be necessary and required by the utilization of Easements for all Owners, Tenants and Occupants;
- b) installing utility conduits and wires;
- c) furnishing and installing such services, labor and material as may be necessary and required for the free and unobstructed flow of water;

5.04 Surface of Easement: Whoever shall install facilities within the Easement areas may make such installation and maintain such facilities from under the ground surface so

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SECTION 10-2

## RIGHT TO WORK ACT OF 1947

10-2-1. The purpose of this Act is to secure the right of every employee to work for a living without being compelled to join or support any labor organization.

10-2-2. The provisions of this Act shall apply to all employers and employees in the State of Illinois.

10-2-3. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-4. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-5. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-6. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-7. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-8. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-9. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-10. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-11. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-12. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-13. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-14. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-15. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-16. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-17. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-18. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-19. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-20. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-21. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-22. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-23. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-24. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

10-2-25. The provisions of this Act shall not apply to any person who is a member of a labor organization which is exempt from the provisions of this Act.

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long as the ground is restored to its original condition and any contract which a Lot Owner enters into shall provide for such restoration.

## 5.05 Structures Over Underground Public Utility Easements Prohibited.

No structure of any nature shall be constructed or maintained over the Underground Public Utility Easement.

5.06 Mortgages: Each Owner shall have, and is hereby granted, the right to place from time to time upon the Lot owned by such Owner, any mortgage or trust deed, and any such mortgages shall have the rights and privileges accruing to such Owner hereby, but subject to the burdens contained herein, notwithstanding any foreclosure by such mortgagee.

## ARTICLE SIX

### ADMINISTRATION AND ASSESSMENTS

6.01 Formation and Purpose: Within sixty (60) days after the date Declarant has sold at least forty (40) Lots, or earlier in the Declarant's discretion, a not-for-profit Illinois corporation shall be formed for the purpose of owning and administering the Water Detention, Compensatory Storage and Floodway Area plus the "entry island", if an "entry island" is constructed by Owner. As used herein, "entry island" shall mean the landscaped island in the public right of way of Chaddick Drive beginning at the North line of Hintz Road.

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## ARTICLE I

Section 1.01. The purpose of this document is to provide for the orderly and efficient administration of the County of Cook.

## ARTICLE II

Section 2.01. The Board of Supervisors shall be composed of nine members, each representing one of the nine wards of the County. The Board shall have the honor and authority of a public body and shall exercise the powers and perform the duties vested in it by the Constitution and the laws of the State of Illinois.

## ARTICLE III

### CHAPTER I

## Section 3.01

The Board of Supervisors shall have the honor and authority of a public body and shall exercise the powers and perform the duties vested in it by the Constitution and the laws of the State of Illinois. The Board shall have the power to levy and collect taxes, to borrow money, and to contract debts on behalf of the County. The Board shall also have the power to create and abolish offices and to appoint and remove officers and employees of the County.

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- 6.02 Powers: The Owner's Association shall be the governing body with respect to the maintenance and operation of the Water Detention, Compensatory Storage and Floodway Area and "entry island" and the furtherance of the common interest of all Lot Owners. The administration of the Owner's Association shall be exclusively vested in the Board of Directors as hereinafter set forth.
- 6.03 Membership in Owner's Association: Each Lot Owner shall be a member of the Owner's Association so long as he shall be a Lot Owner, and such membership shall automatically terminate when he ceases to be a Lot Owner. Upon the transfer of ownership interest in a Lot, the new Owner thereof shall become a member.
- 6.04 Administration by Board: The Administration of the Owner's Association shall be vested in the Board of Directors (the "Board"), which shall consist of three (3) persons who shall be elected in the manner hereinafter set forth; provided, however, that, irrespective of any provision contained in this Declaration, for a period commencing on the date of the formation of the Owner's Association and ending upon the qualification of the directors elected at the initial meeting of voting members, the Declarant shall have the right to designate and select the persons who shall serve as members of each Board. Each member of the Board shall be one of the Lot Owners; provided, however, that in the event a Lot Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust,

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or other legal entity, shall be eligible to serve as a member of the Board. If a director fails to meet such qualifications during his term, he shall thereupon cease to be a director, and his place on the Board shall be deemed vacant.

6.05 Voting Rights: There shall be one person with respect to each Lot who shall be entitled to vote at any meeting of the Owner's Association. Such person shall be known as a "voting member". Such voting member may be the Lot Owner, or be some person designated by such Lot Owner to act as proxy on his or their behalf which proxy must be a Lot Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the designator. The total number of votes of all voting members shall be one hundred (100), and each Lot Owner shall be entitled to the number of votes equal to the total of the Percentage of ownership applicable to his Lot as specified in Exhibit B hereto, multiplied by one-hundred (100). The person designated by the Declarant shall be the voting member with respect to any Lots owned by the Declarant.

6.06 Meetings:

(a) QUORUM. Meetings of the voting members shall be held at the Subdivision or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the

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voting members having ten percent (10%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present at the commencement of the meeting upon the affirmative vote of the voting members having majority of the total votes present at such meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Lot Owners, or, in the absence of such rules, Roberts Rules of Order, in its then current revised edition, shall be used.

(b) INITIAL AND ANNUAL MEETING. The initial meeting of the voting members shall be held upon not less than ten (10), nor more than thirty (30) days' written notice given by the Declarant. Said initial meeting shall be held no later than sixty (60) days after the Owner's Association has been formed in accordance with Section 6.01 hereof. Thereafter, there shall be an annual meeting of the voting members on the second Tuesday of November of each succeeding year thereafter at 7:30 PM, or at such other reasonable time or date as may be designated by written notice of the Board delivered to the voting members.

(c) SPECIAL MEETINGS. Special meetings of the voting members may be called at any time after the initial meeting provided for in Section 6.06(b) hereof for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose provided, however, that the following matters shall require the approval of voting

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members having not less than two-thirds (2/3)s of the total votes: (i) the merger or consolidation of the Association; and (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board or by twenty percent (20%) of the voting members and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the voting members shall first be submitted to the Board, at least ten (10) days prior to the special meeting, who shall then submit the matters to the voting members.

## 6.07 Board of Directors:

(a) Election of Board: The initial Board of Directors shall be designated by the Declarant pursuant to Section 6.04 hereof. Such initial Board shall serve for a period commencing on the date of formation of the Owner's Association and ending upon the qualification of the directors elected at the initial meeting of voting members held as provided in Section 6.06(b) hereof. At said initial meeting, the voting members shall elect the Board consisting of three (3) members. In all elections for members of the Board, each voting member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the

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highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting and successive annual meetings thereafter three (3) Board members shall be elected. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds.

(b) Assessments and Action of Board: The assessments under Section 6.10 and 6.11 hereof shall be passed solely by the Board. The Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt provided, however, that (i) each Lot Owner shall be entitled to notice of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment or reserve. A majority of the total number of members on the Board shall constitute a quorum. Board members shall serve without compensation.

(c) Officers: The Board shall elect from among its members for the term of one (1) year (i) a President who shall preside over both its meeting and those of the voting members, and who shall be the chief executive officer of the Board and the Owner's Association and who shall be designated to mail and receive all notices and execute all amendments hereto as provided herein, (ii) a Secretary who shall keep

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the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all duties incident to the office of the Secretary, (iii) a Treasurer to keep the financial records and books of account, and (iv) such additional officers as the Board shall see fit to elect. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any officer may be removed for cause at any time by a vote of two-thirds (2/3's) of the total membership of the Board at a special meeting thereof.

(d) Removal: Except for directors designated by the Declarant pursuant to Section 6.04 hereof, any Board member may be removed from office, at any time after the election of directors at the initial meeting of the voting members pursuant to Section 6.07(a) hereof, by affirmative vote of the voting members having at least two-thirds (2/3's) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

## 6.08 Powers of Declarant Pending Formation of Owner's Association:

Prior to the formation of the Owner's Association the Declarant shall exclusively possess all powers of the Owner's Association and the Board of Directors enumerated herein, including the power to maintain and operate the Water Detention, Drainage and Floodway Area and entry

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island, if any, and to levy assessments on the Owners in accordance with Sections 6.10 and 6.11 hereof.

6.09 Association Expenses: All expenses and costs of the Owner's Association shall be assessed to all Lot Owners as part of the annual assessment specified in Section 6.10 hereof.

6.10 Maintenance, Taxes and Association Expenses: The Owner's Association shall be responsible for the maintenance of the Drainage and Water Detention Area and entry island, if any, payment of taxes with respect thereto, and all other expenses of the Owner's Association (collectively referred to as "Association Costs"), and the Board of the Owner's Association shall annually assess each Lot Owner with that respective percentage (the "Percentage") of the total Association Costs as specified for each Lot in Exhibit B attached hereto and made a part hereof.

6.11 Reserve Fund: The Board may assess each Lot Owner an amount to set up a reserve fund to pay for initial and future taxes and costs of maintaining the Water Detention, Drainage and Floodway Area. The amount assessed each Lot Owner for such reserve fund shall be equal to the product of each Lot Owner's Percentage multiplied by the total assessment for the reserve fund.

6.12 Failure to Pay Assessments: If any Lot Owner shall fail or refuse to pay any assessments when due, the amount thereof shall constitute a lien on the interest of such Lot Owner.

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## ARTICLE SEVEN

### WATER DETENTION, DRAINAGE AND FLOODWAY FACILITY

- 7.01 Area Reserved for Detention Purposes: The Water Detention, Compensatory Storage and Floodway Area shall be reserved for water detention, compensatory storage and floodway purposes at the grade and contours approved by the Village of Wheeling and any other federal, state or local agencies, when such detention results from natural drainage or through any drainage system which is now or hereafter constructed within the Subdivision. No structure of any kind shall be built or maintained upon the Water Detention, Drainage and Floodway Area, except any structures which are reasonably incidental to the Water Detention, Drainage and Floodway Area.
- 7.02 Title to Water Detention, Drainage and Floodway Area: Upon the sale of Lots, earlier in the Declarant's discretion, Declarant shall convey title to the Water Detention, Drainage and Floodway Area to the Owner's Association, but in no event earlier than formation of the Owner's Association.

## ARTICLE EIGHT

### ARCHITECTURAL CONTROL

- 8.01 Original Construction: No building, or any other improvements, including signs and wall signs, to be situated on a Lot, shall be constructed unless full and complete Architectural Plans and Specifications and Landscape Plans and Specifications therefor, delineating and including, but

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## WATER SUPPLY AND SEWERAGE FACILITIES

The Water Department has received the following information from the Metropolitan Water Reclamation District of Greater Chicago regarding the proposed construction of a new water supply and sewerage plant in the City of Chicago. The project is being undertaken by the Metropolitan Water Reclamation District of Greater Chicago and the City of Chicago. The project is being undertaken by the Metropolitan Water Reclamation District of Greater Chicago and the City of Chicago. The project is being undertaken by the Metropolitan Water Reclamation District of Greater Chicago and the City of Chicago.

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FOR THE DISTRICT

JOHN J. COUGHLIN

The project is being undertaken by the Metropolitan Water Reclamation District of Greater Chicago and the City of Chicago. The project is being undertaken by the Metropolitan Water Reclamation District of Greater Chicago and the City of Chicago. The project is being undertaken by the Metropolitan Water Reclamation District of Greater Chicago and the City of Chicago.

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not limited to, exterior elevation, design, nature, type and use and application of building materials, floor plan, color schemes, exterior lighting, elevations of top of foundations in relation to existing grade, size and type of trees, planting and hedges to be situated on Lots, together with a plot plan of the Lot, shall have been submitted to and approved by the Declarant or Declarant's nominee which shall be the developer of the Subdivision, to wit: McLennan & Thebault, Inc., an Illinois corporation. There shall be no material change or variation from Architectural Plans and Specifications and Landscape Plans and Specifications during the period following approval thereof and until the last Lot shall have been sold and conveyed, as herein provided, without the prior written consent of the Declarant.

8.02 Subsequent Changes or Additions: Following completion of the construction of an industrial, manufacturing, commercial or office building, and until all Lots have been sold and conveyed by the Declarant pursuant hereto, there shall be no change or addition made, or additional construction until such change or addition shall have been approved by the Declarant.

8.03 Failure to Approve: In the event that the Declarant shall fail to approve or disapprove of Architectural or Landscape Plans and Specifications, or of a change, addition, or additional construction, as provided in Sections 8.01 and 8.02 hereof, within thirty (30) days following the submission of Architectural or Landscape Plans and

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Specifications for such change, addition or additional construction, the same shall be deemed to have been approved, and in the event that no suit to enjoin the original construction or the addition, change or additional construction has been commenced prior to the completion thereof, the provisions hereof shall be deemed to have been fully satisfied.

8.04 No Liability: Neither the Declarant nor the developer nor any member, employee or agent thereof, shall be liable to any Owner, to anyone submitting plans for approval, or to any other person in connection with the approval, disapproval or failure to approve any such Plans or for any other action in connection with its or their duties hereunder. Any approval hereunder shall not constitute approval of the soundness of design or structure of any improvement, and neither the Declarant, developer, nor any employee or agent thereof, shall be liable to anyone for any claim that such improvements were not constructed or designed properly.

## ARTICLE NINE

### COMMON RESTRICTIONS AND MAINTENANCE

#### 9.01 Common Restrictions:

(a) Loading and Unloading Facilities: No loading dock shall be situated within sixty (60) feet from the closest boundary line of a dedicated public right of way, provided that with respect to any corner lots said sixty feet requirement shall apply only to the front yard.

(b) Building Materials: Any building constructed on a Lot



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shall be of face brick, stone, modern metal paneling, poured concrete panels, glass or their equivalent, but excluding concrete block exterior elevations.

(c) Use: Each Lot shall be used exclusively for industrial, manufacturing, commercial or office purposes; provided, however, that no truck or auto repair shops, car washes, or other facilities for the service of automobiles or trucks shall be allowed.

(d) Noxious or Offensive Activities: No noxious or offensive activities shall be carried on in any part of the Subdivision, nor shall anything be done which is or may become a nuisance or cause a disturbance or annoyance to others.

(e) No Hazardous Activities: No activities shall be conducted on any part of the Subdivision and no improvements constructed thereon which are or might be unsafe or hazardous. Without limiting the generality of the foregoing, no firearms shall be discharged, and no open fires shall be lighted or permitted.

(f) Debris: No storage piles, garbage, or other material shall be kept except within either a building situated on a Lot or to the rear of any building, but screened by landscaping or opaque fencing not less than six feet in height, nor more than permitted by the applicable ordinance of the Village of Wheeling, but in no event lower than the height of such storage piles, garbage, or materials; nor shall waste materials, scraps or metal be kept or stored in unscreened containers provided by scavenger services. All

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such areas shall be kept in a clean and sanitary condition.

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(g) Lights, Sounds and Odors: No exterior lighting shall be installed on any part of a Lot which is unreasonably bright or causes unreasonable glare; provided, however, that each Owner may install exterior lighting which shall be either indirect or of such controlled focus and intensity so as not to disturb Owners, Tenants and Occupants of adjoining Lots, which exterior lighting must be included within the Architectural Plans and Specifications. No sounds shall be emitted which are unreasonably loud and annoying and no odors shall be emitted which are noxious or offensive to others.

(h) Temporary Structures: No tent, shed or temporary building or improvement shall be placed upon any Lot; provided, however, that the Declarant or Owners may erect construction sheds, temporary construction buildings and other like above-grade structures which are required in the improvement of the Subdivision, or as otherwise permitted by the provisions of this Declaration.

(i) Parking: All Owners, Tenants and Occupants shall park their respective motor vehicles on the concrete and asphalt paved parking area identified in approved Architectural Plans and Specifications. All driveways and parking areas shall be surrounded by a concrete barrier curb of not less than six (6) inches nor more than eight (8) inches in height, except for entrances and exits.

(j) Easement Obstructions: No areas falling within the Easements shall be used in a manner inconsistent or which will interfere with the full enjoyment of Easements by all Owners of Lots, Tenants, Occupants and their guests and

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The following information is provided for your information and is not intended to constitute an offer of insurance. It is intended to provide you with information regarding the terms, coverages, conditions, exclusions, and limitations of the policies described herein. This information is provided for your information only and should not be relied upon as a basis for any decision regarding the purchase of insurance. The information is provided for your information only and should not be relied upon as a basis for any decision regarding the purchase of insurance. The information is provided for your information only and should not be relied upon as a basis for any decision regarding the purchase of insurance.

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(k) Equipment: All equipment that is not rubber-tired used in clearing, excavating or construction on a Lot shall be loaded or unloaded only within the boundary lines of the Lot. During clearing, excavating or construction, the Owner of the Lot on which the work is performed shall cause the roads within or bordering on the Subdivision to be kept reasonably clear of dirt and debris caused by such clearing, excavating or construction. Upon completion of any construction, the Owner of the Lot shall cause all such roads and any adjoining areas to be "broom clean" of all debris and dirt caused by such construction.

(l) Signs: No sign shall be permitted on any Lot unless permanently affixed to the improvements thereon; and no permanent signs, billboards or advertising devices of any kind shall be placed or otherwise installed on any lot or improvement, except such signs as may be reasonably necessary to identify the business conducted on such Lot, directional signs, informational signs, and signs offering the premises for sale or lease. In no event, however, shall there be erected on any location in the Subdivision any neon sign, flashing sign, signs with moving lights, or signs which revolve, move or have moving parts. All signs shall conform to the requirements of Title 21 of the Village Code of the Village of Wheeling entitled, "Signs" in effect on June 1, 1986, which provisions of said Title 21 are hereby incorporated herein by reference and made a part hereof as if set forth herein verbatim, unless this Declaration contains a more restrictive standard in any particular, in which case the provisions of this Declaration shall control. In any event, no signs

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or advertising devices may be installed, <sup>8 6 4 2 5 0 5 3</sup> erected or displayed without the prior written approval of Declarant or its designated agent. Billboards are prohibited.

(m) Casualty: In the event of damage or destruction to any improvements by reason of fire or other casualty, the Owner of the Lot on which such improvements are located shall thereafter promptly restore such improvements to the condition existing prior to such damage or destruction, or

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raze and remove such improvements and landscape the Lot in a slightly manner.

(n) Uncompleted Buildings: Subject to the consent of the holder of any mortgage, in the event construction of any building on a Lot ceases for a period of six months, during which period the building is not enclosed, the Owner, upon written demand of the Owner's Association, shall raze and remove said uncompleted building and landscape the Lot in a slightly manner.

(o) Planting: All plants, trees and shrubbery to be situated within the Subdivision shall be in conformity with Landscape Plans and Specifications. All building sites shall be improved by Owner and/or Occupant with a three (3) foot (measured horizontally) landscaped buffer along the perimeters of each building site containing such lawn and/or plant materials as shall be reasonably satisfactory to and approved by Declarant or its designated agent prior to occupancy of any building. Such buffers shall be maintained in good and attractive condition by Owner and/or Occupant.

(q) Possible Public Access Through Lot 26: The Village of Wheeling shall have the right to construct a public street with a right of way of sixty-six (66) feet over the south sixty-six (66) feet of Lot 26 as shown on the Final Plat; at the sole cost of the Village and without compensation to Owners; provided, however, that the Village exercises its right to do in writing delivered to Owners not later than five (5) years from the Village's approval of the Final Plat of Unit I and completes such construction within one (1) year

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of its exercise of said right as aforesaid. Owners shall execute and deliver to the Village all plats of dedication and other documents, if any, as may reasonably be required in connection therewith, within sixty (60) days of the exercise of said right by the Village.

(r) Only one building shall be permitted to be constructed on each building site. Such building may be expanded, subject to all applicable building and zoning laws and ordinances and this Declaration.

9.02 Maintenance:

(a) Lots and Easements: All Lots and Easements shall be kept and maintained in a clean, safe, attractive and sightly condition and in good repair, at the sole cost and expense of the Owners thereof, including, by way of illustration, cleaning and maintenance of all drainage facilities.

(b) Landscape: Each Owner shall be responsible for the maintenance of the landscaping of its Lot and Easements thereon which is included within the Landscape Plans and Specifications, which maintenance shall include but shall not be limited to:

- i) the mowing of lawns;
- ii) cultivating;
- iii) trimming and feeding of evergreens and shrubs;
- iv) reseeding;
- v) fertilizing and weed control programs;
- vi) spraying, feeding and trimming of trees;
- vii) replacement of lawns, shrubbery, trees, evergreens and plantings as required from time to time, which replacements shall be of a kind and quality

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The undersigned, being duly sworn, deposes and says that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

The execution of this report is in accordance with the instructions of the undersigned, who is a member of the Board of Supervisors of the County of Cook, Illinois, and who is duly sworn.

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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for the State of Illinois

My commission expires on \_\_\_\_\_, 19\_\_\_\_.

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for the State of Illinois

My commission expires on \_\_\_\_\_, 19\_\_\_\_.

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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substantially similar to that specified in the original Landscape Plans and Specifications.

- viii) cutting and/or removal of all weeds or noxious plant materials not less than once in June and August of each year, as to vacant Lots.

## ARTICLE TEN

### AMENDMENTS

10.01 Amendments to Declaration: The provisions of this Declaration may only be amended by the affirmative vote of Owners of Lots comprising not less than seventy-five percent (75%) of the Lot Owners within the Subdivision. Any amendment to Declaration shall be evidenced by a written document, duly executed by the required number of Owners, with their respective signatures acknowledged, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

10.02 Termination of Declaration: The covenants and restrictions contained in Declaration may be terminated by an instrument in writing signed by all Owners and mortgagees, which termination shall become effective on the date of the recording of the document evidencing such termination, in the office of the Recorder of Deeds of Cook County, Illinois; provided, however, that in no event shall the Easements be terminated.

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## ARTICLE ELEVEN

### GENERAL PROVISIONS

- 11.01 Duration: Unless sooner amended or terminated as herein provided, the covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Declarant, any Owner, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date of recording of Declaration (excluding the Easement provisions which are perpetual), after which time, unless amended or terminated as herein provided, said covenants and restrictions shall be automatically extended for successive periods of five (5) years.
- 11.02 Eminent Domain: In the event of a taking of any part of the Subdivision by any governmental authority having the power so to take the same through eminent domain proceedings, that part thereof so taken shall no longer be considered a part of the scheme of development, but shall be deemed to have been removed and released from the terms and provisions of this Declaration.
- 11.03 Notices: Any notice required or agreed to be given pursuant hereto shall be sufficient if mailed by United States Certified or Registered Mail, postage prepaid, addressed to an Owner or Tenant at the last-known address of such Owner or Tenant, as reflected on the books and records of Declarant, Owners and Tenants at the time of such mailing.

# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

11-05-2011

11.04 The Validity of the Lien of Mortgages: The validity of the lien of any mortgage conveying a Lot or Lots as security for an indebtedness shall not be impaired by reason of the violation of any provisions of this Agreement.

11.05 Enforcement: Enforcement of these covenants and restrictions may be instituted by any proceeding at law or in equity against any Person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages against such Person personally liable pursuant to the provisions of Declaration, or to enforce a lien against the record title of an Owner; provided, however, that there shall be no denial of the use of Easements. The failure of the Declarant, the Owner's Association, or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. The remedies granted by the provisions hereof may be exercised cumulatively or independently.

ARTICLE TWELVE

MISCELLANEOUS

12.01 Responsibility of Beneficiary: In the event that title to any part of the Subdivision is conveyed to a land trust pursuant to the provisions of a trust agreement, by which all powers of management, operation and control of such interest vest in the trust beneficiary or beneficiaries, such beneficiary or beneficiaries shall be responsible for

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# UNOFFICIAL COPY

The purpose of this document is to provide a clear and concise summary of the information contained in the attached documents. This document is not intended to be a substitute for the original documents and should not be relied upon for legal purposes.

This document is a summary of the information contained in the attached documents. It is not intended to be a substitute for the original documents and should not be relied upon for legal purposes. The information contained in this document is for informational purposes only and does not constitute an offer of any financial product or service. The information is provided for your information and is not intended to be used as a basis for any investment decision. The information is provided for your information and is not intended to be used as a basis for any investment decision.

EXHIBIT A

EXHIBIT B

This document is a summary of the information contained in the attached documents. It is not intended to be a substitute for the original documents and should not be relied upon for legal purposes. The information contained in this document is for informational purposes only and does not constitute an offer of any financial product or service. The information is provided for your information and is not intended to be used as a basis for any investment decision. The information is provided for your information and is not intended to be used as a basis for any investment decision.

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# UNOFFICIAL COPY

the violation of any of the covenants, conditions and restrictions herein contained.

12.02 Governing Law: This Declaration has been prepared in accordance with the Laws of the State of Illinois, and shall be governed pursuant thereto in every respect.

12.03 Benefit: The Easements, covenants and restrictions, and the terms and conditions herein contained, shall be binding upon and shall inure to the benefit of the Declarant, and all Owners, Tenants, and Occupants of a Lot, their respective successors, assigns, heirs, executors, administrators, legal representatives and assigns.

## ARTICLE THIRTEEN

This Declaration of Easements, Covenants and Restrictions is hereby made a part of and incorporated by reference into the attached and foregoing Plat of Subdivision of Palwaukee Business Center.

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT...  
DATED 8-19-86 UNDER TRUST NO. 102300

This instrument is executed by LaSALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

FORM XX 0421

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SEE RIDER ATTACHED

**UNOFFICIAL COPY**

13.02 Revised Law: The Commission has been organized as  
agreement with the State of Illinois, and that  
be given of present status in every respect.

13.03 Article 13, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Property of Cook County Clerk's Office

This Decision is hereby made a part of the records and attached and recorded with the Division of Finance. The  
copy of the records by reference to the  
Division of Finance.

6-10-2013



# UNOFFICIAL COPY

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LA SALLE NATIONAL BANK, Not Personally But Solely As Trustee Under Trust Agreement Dated December 13, 1984 And Known As Trust No. 109,300

By:

*James W. Long*  
Its VICE PRESIDENT

ATTEST:

*[Signature]*  
Its ASSISTANT SECRETARY

STATE OF ILLINOIS)  
                                  )SS.  
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named ~~Assistant~~ Vice President and Assistant Secretary of LA SALLE NATIONAL BANK, as Trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant~~ Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said LA SALLE NATIONAL BANK as said Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date: August 19, 1986

*Kathy Pacana*  
Notary Public

6-11-88

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Property of Cook County Clerk's Office

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EXHIBIT "B"

8 6 4 2 5 0 5 3

LOT NUMBER	LOT AREA SQ. FT.	LOT AREA ACRES	PER CENT OF TOTAL				
1							
2	40797	.94					
3	34145	.78	.0196	37			
4	21109	.48	.0164	38	25000	.57	.0120
5	22251	.51	.0101	39	25000	.57	.0120
6	23392	.54	.0107	40	20000	.46	.0096
7	29577	.68	.0112	41	25000	.57	.0096
8	30429	.70	.0142	42	24000	.55	.0120
11	25268	.58	.0146	43	20000	.46	.0115
12	25000	.57	.0121	44	20094	.46	.0096
13	25000	.57	.0120	45	21191	.49	.0096
14	25000	.57	.0120	46	26430	.61	.0102
15	25000	.57	.0120	47	24637	.57	.0127
16	25000	.57	.0120	49	25132	.58	.0118
17	25600	.59	.0120	50	68629	1.58	.0121
18	26741	.61	.0123	51	68629	1.58	.0329
19	34137	.78	.0128	52	68629	1.58	.0329
20	35833	.82	.0164	53	68629	1.58	.0329
21	37528	.86	.0172	54	24187	.56	.0329
22	36196	.83	.0180	55	24195	.56	.0116
23	61050	1.40	.0174	56	24204	.56	.0116
24	58317	1.34	.0291	57	34075	.78	.0116
25	25000	.57	.0280	58	20000	.46	.0164
26	25000	.57	.0120	59	20000	.46	.0096
27	39716	.91	.0120	60	20000	.46	.0096
28	20829	.48	.0191	61	20261	.47	.0096
29	20000	.46	.0100	62	48432	1.11	.0097
30	20000	.46	.0096	63	52773	1.21	.0232
31	20000	.46	.0096	64	34065	.78	.0253
32	32001	.73	.0096	65	33750	.77	.0164
33	38467	.88	.0154	66	33750	.77	.0162
34	25000	.57	.0185	67	33750	.77	.0162
35	25000	.57	.0120	68	22500	.52	.0162
36	25000	.57	.0120	69	22500	.52	.0108
			.0120	70	37838	.87	.0108
					37762	.87	.0182
							.0181
							1.00
				Sum		47.87	

86425053

86425053

DEPT-01 RECORDING  
 #3333 TRAN 4688 09/19/88 12:22:00  
 #0036 # 2 \* 86425053  
 COOK COUNTY RECORDER  
 \$109

WILL CASE

86425053

109.00  
C. Torres  
MLL

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Property of Cook County Clerk's Office

JAN 10 2011

*[Handwritten scribbles]*

*[Faint, illegible text]*