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DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS,
RIGHTS AND EASEMENTS

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O'HARE INTERNATIONAL CENTER
ROSEMONT, ILLINOIS

THIS DECLARATION made as of this 27th day of November, 1987,
by LA SALLE NATIONAL BANK, as Trustee under Trust Agreement dated
November 7, 1983 and known as Trust No. 107291 (hereinafter
referred to as "Declarant"), and not individually

W I T N E S S E T H :

WHEREAS, Declarant, is the owner of certain real estate
situated in the Village of Rosemont located in Cook County,
Illinois, which is legally described on Exhibit A attached hereto
which is herein collectively called the "Properties"); and

WHEREAS, LaSalle National Bank as trustee under Trust
Agreement dated August 27, 1984 and known as Trust No. 108833 is
the owner of certain real estate situated in the Village of
Rosemont located in Cook County, Illinois, which is legally
described on Exhibit B attached hereto which is adjacent to the
Properties and which will benefit from certain of the rights and
easements herein created; and

WHEREAS, the real estate described on Exhibits A and B is
herein collectively referred to as the "Real Estate"; and

WHEREAS, a project to be comprised of three office buildings
(hereinafter the three office buildings are collectively referred
to as the "Complex"), a hotel, a plaza and parking facilities
which are known as the O'Hare International Center is being
developed on the Real Estate; and

WHEREAS, the Properties shall hereafter be sold, conveyed,
leased, mortgaged, or otherwise transferred, subject to the
covenants, conditions, restrictions, easements, benefits, duties
and obligations as herein set forth and as set forth in any and
all first mortgages encumbering all or a portion of the
Properties; and

WHEREAS, the covenants, conditions and restrictions relating
to the use, occupancy, and enjoyment of the Properties shall
protect the value and desirability of the Properties and shall
enhance the general welfare and common benefit of the present and
future owners, mortgagees and occupants of the Properties, their
respective successors and assigns; and

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THIS document is Being re-recorded to amend Page 34. 171-44-014 D3

Prepared by + mail to:
Virginia M. Harding
Gould + Ratner
222 N. LaSalle
Chicago Ill. 60601

BOX 333-HV

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WHEREAS, Declarant further desires to grant, declare and establish certain rights, easements and benefits for and to impose certain duties and obligations in connection herewith upon, the present and future owners, first mortgagees and other persons acquiring any interest in the Real Estate; and

WHEREAS, Declarant desires to establish a not-for-profit corporation under the provisions of the General Not For Profit Corporation Act of 1986 of the State of Illinois for the purpose of maintaining and administering the Properties and administering and enforcing the covenants, conditions, restrictions, duties and obligations created and imposed by this Declaration;

NOW, THEREFORE, Declarant does hereby declare that the Properties shall, to the extent herein provided, be held, sold, leased, occupied, mortgaged and conveyed subject to the covenants, conditions, restrictions, easements, uses, privileges, duties and obligations hereinafter set forth and as set forth in any and all first mortgages encumbering all or a portion of the Properties.

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ARTICLE I

INCORPORATION OF PREAMBLE

The recitals set forth in the foregoing preamble are specifically incorporated into and made a part of this Declaration as though the same were fully set forth in this Article I.

ARTICLE II

DEFINITIONS

The following words and phrases, when used in this Declaration, shall have the following meanings:

Section 2.1. "Architectural Control Committee": the committee of the Association described in Section 10.9 of this Declaration.

Section 2.2. "Association": an Illinois not-for-profit corporation to be known as the O'HARE INTERNATIONAL CENTER ASSOCIATION, or by such other name as may be available at the time of incorporation, formed for such purposes as are hereinafter set forth. Until such time as the not-for-profit corporation is formed, all references herein to the "Association" shall be deemed to be references to Higgins-Mannheim Properties, an Illinois general partnership and the beneficiary of Declarant.

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Section 2.3. "Building": any structure permanently affixed to the real estate comprising the Properties designed or built for the enclosure, shelter, protection or occupancy of persons, chattels or other property of any kind or nature.

Section 2.4. "City": the Village of Rosemont and its successors and the various departments and agencies thereof.

Section 2.5. "Declarant": La Salle National Bank, as Trustee under Trust Agreement dated November 7, 1983 and known as Trust No. 107291.

Section 2.6. "Declaration": this Declaration of Covenants, Conditions and Restrictions, Rights and Easements for the O'Hare International Center, as amended from time to time.

Section 2.7. "Higgins-Mannheim Properties": an Illinois general partnership and the sole beneficiary of Declarant.

Section 2.8. "Improvements": all structures or other improvements built or made on or to the Properties, or any portion thereof, of any kind whatsoever, whether above or below grade, including, without limitation, Buildings, utility installations, storage, loading and parking facilities, roadways, walkways, driveways, landscaping, signs, site lighting, site grading and earth movement and any exterior additions, changes or alterations thereto.

Section 2.9. "Member": every Person holding membership in the Association.

Section 2.10. "Mortgagee": the holder of any present or future mortgage or similar security interest of record including any modification extension or renewal thereof encumbering the Real Estate or any portion thereof.

Section 2.11. "Occupant": any Person legally entitled to occupy and use any part or portion of the Real Estate.

Section 2.12. "Owner": the record owner of fee simple title to any part of the Properties or any Mortgagee in possession of any part of the Properties.

Section 2.13. "Parcel": any contiguous portion of the Properties to which record title is held by a single Owner, the size and dimension of which shall be established by the deed conveying such portion of the Properties to such Owner.

Section 2.14. "Parking Facilities": the five-story parking garage designed to hold 2,289 cars and other vehicles when complete which shall be constructed in phases with the first phase to contain parking spaces reserved for the non-exclusive

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use of the Owners and Occupants and their agents, employees and invitees of the Building located on the portion of the Properties legally described on Exhibit D, plus surface parking spaces for 126 cars and other vehicles, all located or to be located on the portions of the Properties legally described on Exhibit C-2 which portions of the Properties are subject to the non-exclusive parking easement created by Section 9.2 of this Declaration which is for the benefit of the Real Estate.

Section 2.15. "Person": a natural person, or a firm, corporation, partnership, land trust or any legal entity, public or private.

Section 2.16. "Plaza": the portion of the Properties legally described on Exhibit C-1, which includes a plaza for the use and benefit of the Occupants of the Real Estate which contains an environmental sculpture known as "Terrain" created by Elyn Zimmerman and which portion of the Properties is subject to certain of the Roadway Easements.

Section 2.17. "Rentable Area": the sum of the areas of all floors of any Building computed by measuring to the centerline of the exterior glass wall on each entire floor, excluding only public stairs, elevator shafts, flues, stacks, pipe shafts and vertical ducts with their enclosing walls. In computing Rentable Area, no deduction shall be made for columns and projections necessary to the support or design of the Building.

Section 2.18. "Roadway Easements": easements for ingress and egress for the benefit of and as easements appurtenant to the Real Estate which include: the Hotel Roadway Easements for the benefit of the portion of the Real Estate described on Exhibit B recorded as Document Nos. 86113918 and 85070402, Easement for Road or Street for the benefit of the Real Estate recorded as Document No. 27516767 and the easements for ingress and egress of pedestrian and vehicular traffic created by Section 9.1 of this Declaration.

Section 2.19. "Walkways": the underground passageways to be constructed between each of the Buildings comprising the Complex and the Parking Facilities for the purpose of allowing the Occupants of such Buildings an interior means of access from such Buildings to the Parking Facilities when such underground passageways are completed.

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ARTICLE III

SCOPE OF THE DECLARATION

Section 3.1. The Properties are, and shall at all times be, subject to the terms and provisions of this Declaration.

ARTICLE IV

USE RESTRICTIONS

Section 4.1. Use of the Properties. In order to insure the orderly and peaceful occupancy of the Properties and to protect the value and the attractiveness of the Properties and the Complex, the use of the Properties shall be limited by the following provisions:

- (a) The Properties shall not be used for any purpose inconsistent with the terms and provisions of this Declaration;
- (b) The Properties shall be used only for such purposes, and to such extent, as will not overload the Roadway Easements, Plaza or Parking Facilities or interfere with the use thereof by any Occupant;
- (c) No nuisances shall be created, maintained or permitted to exist on the Properties, or any portion thereof, and no noxious or offensive use or practice shall be conducted thereon which is a source of annoyance or which unreasonably interferes with the quiet and peaceful possession or use of the Properties by the Owners and Occupants thereof or which is in violation of the By-Laws or the rules and regulations of the Association;
- (d) All laws, ordinances, and regulations of all governmental and quasi-governmental agencies or authorities having jurisdiction over the Properties shall be observed, and violations of laws, orders, rules, regulations or requirements of any governmental or quasi-governmental agency or authority having jurisdiction over the Properties shall be immediately corrected and/or removed by, and at the sole expense of, the Owner responsible for the same.
- (e) No Owner or Occupant of the Properties shall commit, suffer or fail to do any act in violation of insurance policies which may be procured and maintained by the Association, and no Owner or Occupant shall do or permit anything to be done, or keep or permit anything to be

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kept, or suffer any condition to exist, which might or which does (i) result in termination of any such policies; (ii) adversely affect any party's right of recovery thereunder; (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the By-Laws of the Association; or (iv) result in an increase in the insurance rate or premium to be charged to the Association, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall immediately pay the same.

Section 4.2. Animals. Unless specifically authorized in writing to the contrary by the Association, no Owner or Occupant shall keep, raise or breed any dogs, including guard dogs, pets, livestock or other animals in, on or around the Properties.

Section 4.3. Television and Radio Antennae. No Owner or Occupant shall install or maintain within or upon any Building or Improvement any radio, television, microwave or other communication antennae or other transmitting or receiving devices or any poles, wires, rods or other associated apparatus unless the installation and maintenance of such devices or apparatus is first approved, in writing, by the Association, provided, however that no approval shall be given unless all such devices and associated apparatus are totally screened and hidden from public view and further provided, that any approval which is given may be subject to such conditions and limitations as the Association deems necessary.

Section 4.4. Vehicles. No Owner or Occupant shall permanently or temporarily park or store any boat, airplane, helicopter, house trailer, camper or recreational vehicle on any portion of the Properties including the Parking Facilities. Construction trailers and construction vehicles may be parked or stored on the Properties only during construction and in such locations designated by the Declarant or the Association. Parking in parking areas located on any Parcel and in the Parking Facilities shall be limited to conventional passenger automobiles, motorcycles, bicycles or other vehicles reasonably required for the transportation of the Owners and Occupants of the Properties, their employees, agents and invitees, and all parking shall be subject to the rules and regulations of the Association, to the requirements arising under all first mortgages on the Properties and to the non-exclusive parking rights herein granted to the portion of the Real Estate described on Exhibit B. Occupants shall be permitted to park commercial vehicles in such portions of the Parking Facilities as are designated by the Association for the parking of such vehicles, subject to the rules and regulations of the Association. "Commercial vehicles" shall include all automobiles, trucks, trailers, or other vehicular equipment which shall (i) have signs or other printed material on the body of said vehicles advertising or making other reference to any commercial undertaking and/or (ii) be

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used in connection with, and in the ordinary course of, a business conducted on the Properties.

Section 4.5. Exterior Trash Storage and Burning. No Owner or Occupant of any Building shall accumulate, maintain, store or suffer to exist in, on or around the Properties any trash, garbage, waste disposal containers or similar items provided, however, that construction debris and waste disposal containers may be maintained or stored on such portion of the Properties where construction is underway at such locations designated by the Declarant or the Association and subject to such procedures and regulations as may be established by the Declarant or the Association, if done in a safe and secure manner, and only for so long as there is ongoing and continuous construction, or in the case of an Improvement, only for so long as there is ongoing repair, restoration or remodelling. Notwithstanding the foregoing, no burning of rubbish or trash shall be permitted at any time on any portion of the Properties.

ARTICLE V

RESTRICTIONS ON THE APPEARANCE AND LOCATION OF IMPROVEMENTS

Section 5.1. Signage. Signs may not be displayed in, on or around the Buildings or other Improvements, or in, on or around the Properties, except as permitted by and in accordance with the following, to the extent applicable: the ordinances of the City, the Zoning Regulations for Chicago-O'Hare International Airport, the rules and regulations of Federal Aviation Administration, the restrictions set forth below in this Section 5.1 and any rules and regulations imposed by the Association:

- (a) With the approval of the Association, one (1) sign may be installed and maintained on the facade of each Building located on any Parcel. The size, location, shape, design, materials and height of such signs shall be subject to the prior review and written approval of the Architectural Control Committee.
- (b) Signs shall be used for identification purposes only and for no other purpose. No advertising signs, billboards or displays of any kind, nature or description shall be erected, pasted, posted, painted, maintained or permitted on any part of a Building except as may be expressly approved in writing by the Architectural Control Committee.

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- (c) Signs may be illuminated, subject to the prior written approval of the Architectural Control Committee, in such manner as will not create an unsightly appearance and as will prevent the direct rays of such illumination from being visible at the boundary line of the Properties. No exposed neon, flashing, traveling, animated or intermittent sign illumination shall be permitted and colored illumination shall be used only with the express written approval of the Architectural Control Committee.
- (d) All hanging, moving and paper signs and all streamers and banners of very kind, nature and description are expressly prohibited.
- (e) Any sign(s) installed or maintained by an Owner in violation of the provisions of this Section 5.1 shall be removed by said Owner, and at said Owner's sole expense, within five (5) days following notice from the Architectural Control Committee demanding such removal. If said Owner fails to remove such sign(s) within the aforesaid five (5) day period, the Association shall have the right, but not the obligation, to enter upon the Parcel owned by said Owner and remove such sign(s).

In such event, the cost of removal shall be assessed against and paid by said Owner within thirty (30) days of the rendering of a statement therefor. Such statement may include a charge of ten percent (10%) of the direct costs of removal to defray the administrative expenses connected with performing such work. In order to insure the Owner's payment of said costs, the Association shall have the right, in addition to all other legal and equitable rights and remedies, to record a lien against such Owner's portion of the Properties and to foreclose upon the same in accordance with the provisions of Article XI of this Declaration.

- (f) Temporary signs shall be permitted during construction and when a portion of the Properties or Building thereon is offered for sale or lease provided that the Owner of said portion of the Properties or Building has first secured the written approval of the Architectural Control Committee and provided further that (i) with respect to sale or lease signs, no such approval shall be effective for a period in excess of one (1) year and (ii) all signs relating to construction shall be removed upon completion of such construction.
- (g) The restrictive provisions of this Section 5.1 shall be inapplicable to (i) monuments, markers, and signs erected by the Association for the purposes of

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decoration and/or identification of the whole of the O'Hare International Center, (ii) traffic, directional and warning signs erected by the Association or (iii) signs erected by the City.

Section 5.2. Drainage.

- (a) No Owner shall alter or build upon, or modify the topography of any portion of the Properties as to create puddles of free standing water on any portion of the Properties or so as to otherwise impede the natural flow of storm water run-off, provided, however, that where a natural condition or accumulation of storm or surface water exists on any portion of the Properties for an extended period of time, the Owner of such portion may take such steps, with the prior written approval of the Association, as shall be necessary to remedy such condition provided that no alteration or diversion of such natural flow proposed by said Owner shall cause damage to other portions of the Properties and provided further that the same is undertaken in conformance with the ordinances, rules and regulations of the City and of state and federal law.
- (b) All puddles of free-standing water on any portion of the Properties, whether created by natural conditions or otherwise, except ponds or pools of water included in a landscape plan, shall be immediately removed by, and at the expense of, the Owner of such portion. If an Owner fails or refuses to remove such puddles of free-standing water as herein provided, then the Association, after two (2) days notice to said Owner and said Owner's continued failure to remove said puddles, may undertake to remove the same and assess the costs therefor against said Owner. The Owner shall reimburse the Association for said costs within thirty (30) days of the date of the rendering of a statement therefor. In order to insure the Owner's payment of said costs, the Association shall have the right, in addition to all other legal and equitable rights and remedies, to record a lien against the Owner's portion of the Properties and to foreclose upon the same in the manner provided for in Article XI of this Declaration.

Section 5.3. Limitation on Additional Street Curb Cuts.

No Owner shall have the right to seek permission from the City, the State of Illinois or any other governmental or quasi-governmental agency or authority, to construct any additional points of ingress and egress to or from Mannheim Road, Higgins Road or the Easement for Road or Street recorded as Document No. 27516767.

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Section 5.4. Landscaping.

- (a) Every portion of the Properties on which a Building or other Improvements is placed shall be landscaped and maintained in a parklike manner which conforms with this Declaration and with any requirements of the City and the Architectural Control Committee.
- (b) In order to maintain a continuity of aesthetically pleasing landscape, a landscape plan ("Landscape Plan") shall be developed for each portion of the Properties by its Owner stating and providing for (i) the type (biological and common name) of all plantings that will be used, along with size (approximate height), number of all plant materials and their locations and unusual maintenance requirements, if any, (ii) the location and size of all shrubs, plantings, trees and bushes; (iii) the installation and location of landscape lighting and underground sprinkler system for watering of the landscape and (iv) all other matters reasonably requested for inclusion by the Architectural Control Committee. The Landscape Plan shall be submitted to the Architectural Control Committee for review and approval in the manner and subject to the provisions for review and approval of Plans and Specifications set forth in Article VI hereof.
- (c) The Owner of any portion of the Properties shall landscape all unpaved areas between the property lines and any Building on said portion of the Properties in accordance with the Landscape Plan for said portion of the Properties. The Association shall be responsible for maintaining all landscaping installed on such portion of the Properties when installed.
- (d) Any berm areas on the Properties shall be erected by the Owners in accordance with the requirements of the City and the Architectural Control Committee. The Association shall be responsible for maintaining such berm areas.
- (e) Landscaping shall be installed in accordance with an approved Landscape Plan no later than ninety (90) days following substantial completion of core and shell for each Building constructed on the Properties. In the event weather conditions do not permit the completion of landscaping within such time period, then the same shall be completed as soon as weather conditions permit. If an Owner fails or refuses to complete the landscaping, then or the Association, after ten (10) days notice to said Owner and said Owner's continued failure to undertake or complete the landscaping, may undertake

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such landscaping and assess the costs therefor against the Owner. The Owner shall reimburse the Association for said costs within thirty (30) days of the date of the rendering of a statement therefor which statement shall specify the details of the landscaping work performed and the costs thereof. Such statement may include a charge of ten percent (10) of the direct costs of completing and/or maintaining said landscaping to defray the administrative expenses incurred by the Association in connection with the performance of such landscaping. In order to insure the Owner's payment of said landscaping costs, the Association shall have the right, in addition to all other legal and equitable rights and remedies, to record a lien against the Owner's portion of the Properties and to foreclose upon the same in the manner provided for in Article XI of this Declaration.

Section 5.5. Exterior Appearance of Buildings. All Improvements shall be compatible and in harmony with existing or approved Improvements with respect to matters of exterior design and materials used. No Owner of a Building shall alter, paint, or otherwise modify the exterior appearance of any Building as said appearance has been previously approved unless such alterations, paintings or modifications are first approved in writing by the Architectural Control Committee. Specifically, but without limitation, no Owner shall install aluminum reflective sunscreens on the windows of any Building or change the color of any sections of the window glass or install any awnings or other additions to the exterior of any Building without first obtaining the written approval of the Architectural Control Committee. No Owner of a Building shall make any alterations or modifications to the interior of its Building which are visible from the outside (exterior) of the building, without the prior written approval of the Architectural Control Committee.

Section 5.6. Utilities. All electrical, telephone, water and other utility lines, and the connections thereto, shall be located underground, provided, however, that parking lot lights and electrical transformers may be located above ground subject to the prior written approval of the Architectural Control Committee. The Architectural Control Committee shall also have control over the design of said lights, transformers and transformer screening.

Section 5.7. Screening. All storage, loading and unloading areas and all rooftop mechanical equipment, including, without limitation, plumbing stacks, flues, fans, ductwork or other protruding objects, facilities or equipment shall be appropriately screened from view in all directions, including those views which may be seen from adjacent Buildings within the Real Estate, in accordance with the rules and regulations of the

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Association and as approved, in writing, by the Architectural Control Committee. The screening on any given Building shall be compatible with the architectural quality, coloring and design of said Building and with the architectural quality, coloring and design of all other screening within the Real Estate.

Section 5.8. No Fences. No fences or other dividing or screening devices or structures shall be constructed, installed, erected, maintained, removed, or altered within any portion of the Properties unless approved in writing by the Association and the Architectural Control Committee.

Section 5.9. Parking Areas. Nothing herein shall prohibit the Owner of any Parcel other than the Owner of the Parcel containing the Parking Facilities from constructing parking areas upon its Parcel which are intended for the exclusive use of the Occupants of the Building constructed on such Parcel. All parking areas constructed on any portion of the Properties and not comprising a part of the Parking Facilities shall be constructed with a hard surface of bituminous asphalt pavement not less than seven (7) inches thick at any location. Maintenance, repair and restoration of such exclusive parking areas which shall include, without limitation, cleaning, snow removal, striping, lighting, drainage, curb and gutter maintenance and resurfacing, when and as required, shall be performed by the Association, but at the sole cost and expense of the Owner of the Parcel upon which such exclusive parking areas are located.

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ARTICLE VI

ALTERATION AND CONSTRUCTION OF IMPROVEMENTS

Section 6.1. General. No Building or other Improvement shall be constructed, erected, placed, maintained or permitted on any portion of the Properties, and no addition, change or alteration in the exterior thereof shall be made, unless done in accordance with Article V hereof and unless the prior written approval of the Architectural Control Committee and, if approval is required under the Mortgage documents, any Mortgagee of such portion of the Properties is first obtained in the manner hereinafter set forth. The giving of an approval pursuant to this Article VI shall rest within the discretion of the Architectural Control Committee but the same shall not be arbitrarily or unreasonably withheld.

Section 6.2. Submissions to the Architectural Control Committee. To secure approval of the construction or alteration of any Building or other Improvement as above required, an Owner shall deliver to the Architectural Control Committee, the following documents in the case of original construction and such of the following documents as the Architectural Control Committee may deem applicable in the case of alterations:

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- (a) a detailed site plan showing the location and dimension of all intended Improvements or alterations thereto, including (i) Building(s); (ii) other structures; (iii) motor vehicular parking areas and facilities including the number and size of parking spaces; (iv) loading and storage facilities and areas; (v) areas to be landscaped; (vi) signs; (vii) lighting fixtures; (viii) means of ingress and egress; (ix) traffic patterns; (x) drives and driveways; and (xi) setbacks and building lines;
- (b) Drawings and specifications and material samples, if requested, of all exterior surfaces, showing elevations, and including the color, quality and type of exterior construction materials;
- (c) grading and drainage plans including the invert elevation of all sanitary and storm sewer connections and the location of all utility connections; top elevations of all manholes;
- (d) the landscape plan;
- (e) a description of the type, style, size and candle power of all outdoor lighting fixtures;
- (f) drawings and design specifications of all proposed signs including the colors thereof and the quality and type of materials to be used and the manner of illumination;
- (g) a detailed description of the proposed use of the Building(s); and
- (h) such other supporting or explanatory information as may be reasonably requested to review the location, scale, design, character, style and appearance of Owner's intended Improvements or alterations.

All of the foregoing (hereinafter collectively called "Plans and Specifications") shall conform to the applicable provisions of this Declaration. The Owner, at the Owner's sole cost and expense, shall supply nine (9) sets of items (a) through (d) or, in the alternative, three (3) sets plus a mylar reproducible of such items, and three (3) sets of all other required items.

Section 6.3. Time for Review of Plans and Specifications. Not more than thirty (30) business days after the Owner's submission of the last item of documentation required to be submitted pursuant to the provisions of the foregoing Section 6.2, said Owner shall be given notice as to whether such Plans and Specifications are approved or disapproved. Any such

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notice of disapproval shall set forth the reason or reasons for such disapproval. Should no notice advising whether the Plans and Specifications have been approved or disapproved be given within the aforesaid thirty (30) day period, then approval shall be conclusively presumed to have been granted, provided, however, that the aforesaid presumption shall not be deemed to be a waiver of the applicable provisions of Article V or to constitute the prior written approval otherwise required under any specific provision of Article V. No construction of the Improvements or alterations described in the submitted Plans and Specifications shall be commenced until (i) notice of approval is given to the Owner or (ii) the expiration of the aforesaid thirty (30) day period during which time no notice of, disapproval has been given.

Section 6.4. Time for Review of Revised Plans and Specifications. If any part of the Plans and Specifications submitted as aforesaid shall be disapproved, the Owner may revise its Plans and Specifications to incorporate such changes and redeliver the number of complete sets of revised Plans and Specifications required with all revisions and changes clearly identified, and the Architectural Control Committee shall have fifteen (15) business days from the date of delivery of the last item of requested documentation within which to review such revised Plans and Specifications so as to determine said Owner's compliance with the requested changes. Should said Owner not be advised in writing of whether or not such revised Plans and Specifications are in compliance with such suggested changes within the aforesaid fifteen (15) day period, then approval shall be conclusively presumed to have been granted, subject to the limitations on such presumption provided for in the foregoing Section 6.3.

Section 6.5. Changes in Approved Plans and Specifications. Owners shall secure approval for any change or revision in approved Plans and Specifications in the manner provided in this Article VI for the initial approval of Plans and Specifications. The Architectural Control Committee shall use its best efforts to review such changes or revisions within a shorter period of time than the thirty (30) business day period provided in the foregoing Section 6.3 but shall not be required to do so.

Section 6.6. Rights of the Parties Upon Disapproval of Plans and Specifications.

- (a) If an Owner believes that the disapproval or the Architectural Control Committee's failure to consent to Plans and Specifications submitted by such Owner, or of or to any other matter as to which such approval or consent is required by Articles IV and V, is arbitrary or unreasonable, said Owner may, as its sole and

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exclusive remedy, submit the matter to arbitration pursuant to the provisions of the Illinois Uniform Arbitration Act and the rules of the American Arbitration Association to the extent that such rules are not inconsistent with the Act. The fees of such arbitrator and court reporter fees shall be divided equally between the Owner and the Architectural Control Committee. All other costs shall be borne by the party incurring same. In determining any question, matter or dispute before such arbitrator, the arbitrator shall, to the fullest extent permitted by law, apply the provisions of this Declaration. The parties to the arbitration agree to fully cooperate and to obtain the cooperation of their respective employees, agents and contractors and to use their respective best efforts to supply as witnesses any former employee, agent or contractor and to produce relevant documents which may be requested by the other. The decision of the arbitrator shall be final and binding and specifically enforceable by a court of competent jurisdiction.

- (b) If the Plans and Specifications of any Owner are disapproved, and notwithstanding such disapproval, said Owner proceeds to construct, install, erect or maintain the Improvements contemplated by the disapproved Plans and Specifications, then the Association shall specifically have the right, in addition to and not in lieu of all other rights and remedies that may be available, to enjoin the construction, installation, erection or maintenance of such Improvements. All costs incurred by the Association in preparing for, initiating and pursuing such action, including, without limitation, attorney's fees, shall be paid for by the Owner proceeding to construct, install, erect or maintain any Improvement in violation of this Article VI. Such costs shall be deemed an assessment against said Owner and shall be collectible by the Association in the manner provided in Article XI of this Declaration.

Section 6.7. Approvals -- Responsibilities. Neither the Association, the Architectural Control Committee nor their respective agents, employees, members, successors or assigns shall be liable in damages, direct, indirect or consequential, to any Owner or to any other Person submitting Plans and Specifications for approval, by reason of a mistake in judgment, negligence or nonfeasance arising out of, or in connection with, the approval, disapproval or failure to approve or disapprove any Plans and Specifications. Every Person who submits Plans and Specifications for approval covenants and agrees, by submission of such Plans and Specifications, and every Owner or Person claiming by or through an Owner covenants and agrees, by acquiring title to any part of the Properties or by acquiring any

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interest in the Properties, that it will not bring an action or suit against the Association or the Architectural Control Committee, their respective beneficiaries, agents, employees, members, successors or assigns to recover any of the aforementioned damages.

ARTICLE VII

MAINTENANCE OF THE PROPERTIES

Section 7.1. General.

- (a) Every Owner shall at all times maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all Buildings on its portion of the Properties so as to keep the same in a clean, sightly, safe and first-class condition.
- (b) The Association shall be responsible for: (i) the prompt removal of all paper, debris and refuse from all areas of the Properties; (ii) the maintenance, repair and restoration of all exclusive parking areas in accordance with Section 5.9 hereof, together with related driveways and sidewalks; (iii) the repair, replacement, cleaning and relamping of all exterior signs and lighting fixtures; (iv) the mowing, watering, fertilizing, weeding, edging, cultivating, replanting and replacing of all landscaping; (v) the repair, replacement, renewal and cleaning of all signs, entrance monuments and markers, traffic control signals and signs; (vi) the repair, replacement, cleaning, clearing and maintenance of the Roadway Easements including without limitation cleaning, snow removal, striping, lighting, drainage, curb and gutter maintenance, resurfacing and landscaping, when and as required; (vii) all maintenance, repair and replacement necessary to keep the Parking Facilities as well as the storm detention facility located under the 5-story parking structure structurally sound and in a safe, clean and sightly condition after completion; and (viii) all maintenance, repairs and replacements that may be required to comply with the terms and conditions of the agreement pursuant to which the environmental sculpture was created and installed within the Plaza.
- (c) If any Building is damaged or destroyed, the Owner thereof shall promptly restore the same to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such Building and landscape the portion of the Properties pursuant to a plan of landscaping prepared in accordance with Article V and approved as provided in Article VI of this Declaration.

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Section 7.2. Association's Right to Perform Owner's Maintenance. If any Owner shall fail to maintain its portion of the Properties as aforesaid, the Association may give notice to the Owner specifying the manner in which the Owner has failed to perform its maintenance responsibilities and if said Owner refuses or fails to undertake, or to commence to undertake and thereafter diligently complete, said maintenance within ten (10) days following such notice, the Association may but shall not be obligated to perform such maintenance. In the event the Association undertakes such maintenance, the Association shall not be liable or responsible to the Owner for any losses or damage thereby sustained by the Owner or anyone claiming by, through or under the Owner except for gross negligence or wanton or willful misconduct. In the event the Association undertakes the aforesaid maintenance, the cost therefor shall be assessed against and paid by the aforesaid Owner within thirty (30) days of the rendering of a statement therefor which statement shall specify the details of the work performed and the costs thereof. Such statement may include a charge of ten percent (10%) of the direct costs of undertaking and completing said maintenance in order to defray the administrative expenses incurred by the Association in connection with performing such maintenance. In order to insure the Owner's payment of said assessments for maintenance undertaken by the Association pursuant to this Section 7.2, the Association shall have the right, in addition to all other legal and equitable rights and remedies, to record a lien against the Owner's portion of the Properties and to foreclose upon the same in the manner provided for in Article XI of this Declaration.

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ARTICLE VIII

ASSOCIATION OBLIGATIONS

Section 8.1. Association's Obligations and Duties.

- (a) After completion and at such time as Declarant selects, title to the Plaza and the Parking Facilities shall be conveyed to the Association which shall thereafter own and operate the Plaza and Parking Facilities for the benefit of all Owners subject to the easements herein created over the Plaza and the Parking Facilities for the benefit of all Owners of the Real Estate.
- (b) The Association shall perform the maintenance activities described in Section 7.1(b). The obligation to maintain the Plaza and Parking Facilities shall commence upon completion and shall not be delayed or deferred until title thereto vests in the Association. Upon the

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dedication of all or any portion of the Roadway Easements to the City, the Association shall be relieved of all further obligation to maintain the portions so dedicated.

- (c) Until such time as a not-for-profit corporation is established all of the rights, duties and obligations of the Association under this Declaration may be exercised or performed by Higgins-Mannheim Properties.

Section 8.2. Easements for Maintenance. Perpetual non-exclusive easements for ingress and egress over, under, across, in and upon the Properties, exclusive of all Buildings located thereon, are hereby declared, created and reserved by Declarant for the benefit and use of the Association, its successors and assigns, agents and employees over and across all portions of the Properties for the purposes of performing the maintenance required under Section 7.1(b) and otherwise by this Declaration.

Section 8.3. Payment of the Costs of Maintenance.

(a) The costs and expenses incurred by the Association in performing the maintenance, repair, replacement and renewal obligations described in Section 7.1(b) (except for costs and expenses incurred in connection with the exclusive parking areas described in Section 5.9) together with the costs and expenses incurred in connection with the ownership and operation of the Plaza and Parking Facilities including, but not be limited to, all costs of materials, labor and supplies, overhead and administrative expenses not to exceed ten percent (10%) of the cost of such materials, labor and supplies, the premiums for any policies of insurance which the Association deems necessary or appropriate and the real estate taxes on the Plaza and Parking Facilities less amounts paid by the owner and/or lessee of the lands described on Exhibit B hereto as the annual fees due pursuant to Paragraph 4 of Agreement to Provide Easements for Storm Water Detention Basin and Related Facilities and Supplement thereto recorded as Document Nos. 85 105 299 and 87 026 665, respectively; Paragraph 1 of Easement Agreement recorded as Document No. 85 070 402; Paragraph 1(a) of Agreement to Provide Easements recorded as Document No. 27 350 220; and Paragraph 1 of Easement Agreement recorded as Document No. 86 113 918; are hereinafter collectively called the "Costs of Maintenance."

(b) Every Owner shall pay its proportionate share of the Costs of Maintenance to the Association. An Owner's proportionate share of the Costs of Maintenance shall be determined by multiplying the total of the Costs of

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Maintenance by a fraction, the numerator of which is the total Rentable Area of the completed Building(s) on such Owner's Parcel and the denominator of which is the aggregate Rentable Area of all completed Buildings within the Complex.

The obligation to pay Costs of Maintenance pursuant to this Section 8.3 shall commence with the date of delivery to an Owner of a deed of conveyance to a portion of the Properties or upon the date upon which a Building upon any portion of the Properties is substantially completed. Declarant shall be considered an Owner for the purposes of this Section 8.3 to the extent that it owns any portion of the Properties.

- (c) All amounts payable by any Owner pursuant to this Section 8.3 shall be assessed to such Owner no more frequently than monthly and shall be accompanied by an itemized statement of such costs and the manner in which such Owner's share was determined. Every Owner shall pay the amount shown on the statement within thirty (30) days after receipt. In order to insure the Owner's payment of said charges, the Association shall have the right, in addition to all other legal rights and remedies, to record a lien against the portion of the Properties owned by said Owner and to foreclose the same in accordance with the provisions of Article XI of this Declaration.
- (d) Costs of Maintenance do not include any costs and expenses incurred by the Association to repair, restore or renew portions of the Roadway Easements or Parking Facilities due to damage caused by extraordinary use or misuse of any portion of the Roadway Easements or Parking Facilities which shall be paid solely by the Owner of the portion of the Real Estate responsible therefor. Nor do Costs of Maintenance include any costs and expenses incurred by the Association to clean-up any spills of hazardous wastes or toxic substances or similar items that may be spilled or discharged on any portion of the Properties by any Owner or Occupant or their tenants, invitees or employees. Such costs and expenses shall be paid solely by the Owner of that portion of the Properties.

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ARTICLE IX

EASEMENTS

Section 9.1. Grant of Easement for Ingress and Egress.

There is hereby reserved, declared and granted a perpetual, non-exclusive easement appurtenant to the Real Estate for ingress and egress for both pedestrians and vehicles to: Higgins Road; Mannheim Road; the lands subject to the Easement for Road or Street recorded as Document No. 27516767 and the Parking Facilities; over, under and across all sidewalks, Walkways, streets, drives and stairways which now exist or which hereafter may be constructed on that portion of the Properties described on Exhibits C-1 and C-3 for the benefit and use of the Owners and Occupants of the Properties, their agents, employees and invitees and for all Persons hereafter acquiring any interest in the Properties, subject to existing Roadway Easements and to such rules and regulations that the Association may establish from time to time, including regulations which prohibit the parking of vehicles thereon. Those portions of the Properties described on Exhibits C-1 and C-3 upon which sidewalks, walkways, streets and drives are now located or on which in the future may be thereon constructed are collectively called the Easement Area and constitute a part of the Roadway Easements.

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Declarant reserves the right to dedicate that portion of the Easement Area described on Exhibit C-3 to the City for use as the right-of-way for a public street. Upon such dedication, the easement herein reserved shall terminate and the Association shall have no further maintenance obligations with respect thereto.

Section 9.2. Grant of Easement and Right to Use Parking Facilities.

There is hereby reserved, declared and granted a perpetual, non-exclusive easement appurtenant to the Real Estate and right to use in common with others the Parking Facilities on a non-priority basis for the purpose of parking conventional passenger automobiles, motorcycles, bicycles and other vehicles reasonably required for the transportation of the employees and invitees of occupants of the Real Estate that may exist or be constructed upon the portion of the Properties described on Exhibit C-2 for the benefit and use of the Owners and Occupants of the Real Estate, their agents, employees and invitees and for all Persons hereafter acquiring any interest in the Real Estate, together with the right to use (a) all Walkways now existing or which may hereafter be constructed to provide an interior means of ingress and egress to the Parking Facilities from Buildings constructed on the Properties and (b) all driveways, aisles, sidewalks, elevators and stairways constructed on the portion of the Properties described on Exhibit C-2 for ingress and egress to the Parking Facilities.

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There is hereby reserved for the benefit of that portion of the Properties legally described on Exhibit D the non-exclusive right to use 900 of the parking spaces (less, however, the number of exclusive on-surface parking spaces located from time to time on that portion of the Properties legally described on Exhibit D) located within the first phase of the 5-story parking structure being constructed on that portion of the Properties described on Exhibit C-2.

The use and occupation of the Parking Facilities for the purposes herein contemplated shall be subject to such rules and regulations as the Association may establish from time to time. No Owner or Occupant of the Real Estate shall have the right to exclude any other Owner or Occupant from using or occupying the Parking Facilities.

The non-exclusive, non-priority parking rights herein granted shall, upon completion of the Parking Facilities, constitute alternative parking for the lands described on Exhibit B as permitted by Paragraph 1(b) of the Agreement to Provide Easements recorded as Document No. 27 350 220 and in substitution for the Parking Easement granted pursuant thereto by the Reciprocal Easement Agreement recorded as Document No. 85 038 933.

The Association shall not, without the prior written consent of all Owners and Mortgagees, have the right to: (a) reduce the number of parking spaces provided by the Parking Facilities except temporarily during construction of additional parking spaces, for repair or restoration below 900 spaces once the first phase of construction is complete, (b) use the portion of the Property described on Exhibit C-2 for anything other than the Parking Facilities, (c) designate any portion of the Parking Facilities for the exclusive use of the Owner and Occupants of any portion of the Real Estate, and (d) grant rights to use the Parking Facilities to Persons other than Owners and Occupants and their agents, employees and invitees of the Real Estate.

Section 9.3. Grant of Easement and Right to Use the Plaza. There is hereby reserved, declared and granted a perpetual, non-exclusive easement appurtenant to the Properties and right to use the Plaza for recreational purposes consistent with the facilities and improvements located thereon for the benefit of the Owners and Occupants of the Properties, their agents, employees and invitees subject at all times to the easements therein created by Section 9.1 above and existing Roadway Easements.

The use and occupation of the Plaza shall be subject to such rules and regulations as the Association may establish from time to time. No Owner shall have the right to exclude any other owner from using the Plaza.

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ARTICLE X

ASSOCIATION

Section 10.1. Incorporation. Declarant shall incorporate the Association under the General Not for Profit Corporation Act of 1986 of the State of Illinois prior to executing and recording this Declaration.

Section 10.2. Membership. Every Owner of a portion of the Properties, including Declarant, shall be a Member of the Association. Membership shall be appurtenant to, and may not be separate from, the ownership of a portion of the Properties. Ownership of a portion of the Properties shall be the sole qualification for membership in the Association. Every Owner of a portion of the Properties, by acceptance of a deed thereto, covenants and agrees to be a Member of the Association whether or not it shall be so expressed in any deed or other conveyance. In the event the Owner of a portion of the Properties is a land trust, the rights, privileges and benefits of membership in the Association and the duties and obligations associated therewith shall inure to the benefit of and be binding upon the beneficiaries of said land trust.

Section 10.3. Transfer. Membership in the Association shall not be transferable in any way except upon the conveyance of a portion of the Properties and then only to the successor in title to such portion of the Properties or to a Mortgagee in possession of a portion of the Properties. Any attempt to transfer a membership in the Association in violation of the provisions hereof shall be null and void and of no force or effect.

Section 10.4. Powers and Duties of Board of Directors. A board of directors (hereinafter referred to as the "Board") composed of four (4) individuals (hereinafter referred to as the "Directors") shall exercise the powers and duties of the Association for the benefit of the Properties and the Members and shall pay all costs required or permitted to be paid pursuant to this Declaration from assessments or charges levied in accordance with the terms hereof. The Directors shall be elected annually, to serve without compensation for services performed, by a majority vote of the votes being cast by the Members in any election held to elect Directors. Vacancies in the Board shall be filled by a majority vote of the Members with respect to Directors elected by the Members. The Board shall meet from time to time as necessary but in no event shall the Board meet less than once a year. Notice of all meetings of the Board shall be in writing and delivered to each Director personally or by certified mail, return receipt requested, not less than four (4) business days prior to the date of any scheduled meeting. No action of

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the Board shall be effective or taken except by majority vote of the Directors.

Section 10.5. Voting Rights. The Association shall have two classes of voting membership:

- (a) Class A Members: Class A Members shall be Owners of Parcels improved with completed Buildings. A Class A Member shall be entitled to one vote for each 1,000 square feet of Rentable Area or fraction thereof contained in each Building it owns.
- (b) Class B Member: Class B Members shall be Owners of Parcels on which no Buildings have been completed. A Class B Member shall be entitled to one vote for each 10,000 square feet of land area or fraction thereof owned by that Member. Class B membership shall be converted to Class A membership upon completion of a Building on any Parcel.

Section 10.6. Powers and Duties of Officers. The Board shall elect from among its members, to serve, without compensation for services performed, for the term of one (1) year (i) a President who shall preside over its own and the Association's meetings, who shall be the chief executive officer of the Association and who shall be designated to mail and receive all notices and execute all documents as provided herein; (ii) a Secretary who shall keep the minutes of all meetings of the Board and of the Association and who shall, in general, perform all the duties incident to the office of the Secretary, (iii) a Treasurer who shall keep the financial records and books of account, and (iv) such additional officers as the Board shall see fit to elect from amongst its members. Vacancies in any office shall be filled by the Board by a majority vote of the members of the Board. Any officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds.

Section 10.7. Association's Obligations. The Association shall own such portions of the Properties and shall perform such maintenance obligations, plus such other duties and obligations, as shall have been assigned to it or are contemplated by the provisions of this Declaration.

Section 10.8. Additional Powers. The Association, to the extent the Board deems necessary and appropriate, shall have the power to own real and personal property, to open bank accounts, to take such action, legal or otherwise, necessary to enforce this Declaration as herein provided, to obtain policies of insurance insuring the Association, its Members, and the Board, to contract for legal, accounting and similar professional services, to borrow funds, to employ the services of a manager,

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to employ employees directly or through the manager and to otherwise do that which it believes necessary to carry out this Declaration.

Section 10.9. Architectural Control Committee. The By-Laws of the Association shall provide for the creation and maintenance of an Architectural Control Committee with membership and rights, duties and obligations as follows and otherwise consistent with the provisions of this Declaration:

- (a) Number of Members. The Architectural Control Committee shall consist of three (3) members. A member of the Architectural Control Committee need not be a Member of the Association or an employee or agent of a Member of the Association.
- (b) Appointment of Committee Members. The members of the Architectural Control Committee, one of whom shall be designated as Chairman, shall be appointed by the Board. The members of the Architectural Control Committee shall serve without compensation for services performed pursuant to this Declaration. The Board, at its first meeting in each fiscal year, shall appoint the members of the Architectural Control Committee, who shall hold office for one (1) year or until their respective successors have been duly appointed. In the event of the death or resignation of a member of the Architectural Control Committee, the Board shall appoint a successor member to serve for the balance of the term of said deceased or resigning member.
- (c) Powers of the Architectural Control Committee. The Architectural Control Committee shall exercise all of the powers and rights under Articles V and VI. The exercise of such powers and rights shall be in the manner provided in Article VI hereof. All decisions made and actions taken by the Architectural Control Committee shall be made and taken only upon a majority vote of the members of the Architectural Control Committee voting in favor of such decision or action.

Section 10.10. Director, Officer and Architectural Control Committee Member Liability. Neither the Directors nor the officers of the Association nor the members of the Architectural Control Committee shall be personally liable to the Owners, the Declarant or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever made, taken or omitted to be taken as such Directors, officers or committee members except for willful misconduct. The Association and its Members shall indemnify and hold harmless the aforesaid Directors, officers and committee members, their heirs, personal representatives, successors and assigns from and against all

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contractual and other liabilities to others arising out of contracts made by, or acts or omissions of, the said Directors, officers and committee members on behalf of the Owners or the Association or arising out of their status as Directors, officers or committee members and all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director, officer or committee member may be involved by virtue of being or having been such Director, officer or committee member; provided, however, that such indemnity shall not be operative with respect to: (i) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for malicious, illegal or willful misconduct or fraud in the performance of his duties as such Director, officer or committee member; or (ii) any claim for malicious, illegal or willful misconduct or fraud that is settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is no reasonable ground for such person being adjudged liable for such malicious, illegal or willful misconduct or fraud in the performance of his duties as such director, officer or committee member. The foregoing provision shall be in addition to Article VI, Section 6.7 hereof and not in lieu thereof.

Section 10.11. Persons Subject to Declaration, By-Laws and Rules and Regulations. All present and future Owners and Occupants of the Properties shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the rules and regulations, if any, promulgated by the Association, as they may be amended from time to time. Acceptance of a deed of conveyance, or the entering into a lease, or the entering into occupancy of any Building on any portion of the Properties shall constitute an agreement that the provisions of this Declaration and of said By-Laws and of said rules and regulations, as the same may be amended from time to time, are accepted and ratified by such Owner or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in such portion of the Properties, as though such provision were recited and stipulated at length in each and every deed, conveyance or lease thereof.

Section 10.12. Person to Receive Process. The President of the Association is hereby designated to receive service of process in any action which may be brought against the Association.

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ARTICLE XI

ASSESSMENTS LEVIED BY THE ASSOCIATION

Section 11.1. Assessments. The Association may levy assessments against the Owners which shall be used to discharge the Costs of Maintenance and for such other purposes as are authorized by this Declaration or deemed necessary and appropriate by the Association for the general maintenance and welfare of the Complex, including, without limitation, discharging the costs incurred by the Association in exercising its rights and powers and in performing its obligations hereunder, discharging the costs incurred by the Architectural Control Committee and discharging the costs incurred by the Association in enforcing this Declaration and the By-Laws and rules and regulations of the Association.

Section 11.2. Personal Obligation for Assessments and Creation of Lien. Every Owner of a portion of the Properties by the acceptance of a deed thereto, whether or not such obligation be so expressed in any such deed hereby covenants and agrees, and shall be deemed to have covenanted and agreed, to pay to the Association all assessments and charges as are levied or charged by the Association pursuant to the provisions of this Declaration. All assessments and charges, whether arising pursuant to the foregoing sentence or under any other provisions of this Declaration, together with interest thereon calculated at the rate of two percent (2%) per annum above the prime rate of interest, defined as the rate of interest announced from time to time by The Chase Manhattan Bank, N.A. as its corporate base rate, changing when and as such rate changes (hereinafter referred to as the "Default Rate of Interest"), together with the late payment and administrative expense charge hereinafter described and the costs of collection, if any, as herein provided, shall be charged as a continuing lien upon the portion of the Properties against which every such assessment or charge is levied. Every such assessment and charge as aforesaid, together with interest, late payment and administrative expense charges and costs thereon, shall, in addition, be the personal obligation of the Owner of such portion of the Properties at the time the assessment or charge was levied. Declarant, to the extent that it owns any part of the Properties, shall be deemed subject to the provisions of this Article.

Section 11.3. Liability of Beneficiaries of Land Trust. In the event title to the portions of the Properties subject to assessment and charge are conveyed to a titleholding trust under the terms of which all powers of management, operation and control remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder shall be responsible for the payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants

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and undertakings chargeable or created for the purpose of the payment of the costs assessed against such portions of the Properties. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation created hereunder and such trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon such portions of the Properties and the obligation of the beneficiaries of such trust, notwithstanding any transfer or attempted transfer of the beneficial interest in any such trust or any transfer or attempted transfer of title to such portions of the Properties.

Section 11.4. Annual and Additional Assessment. The initial annual assessment payable to the Association shall be fixed based on the Board's reasonable estimate of costs to be incurred for the Costs of Maintenance for such twelve (12) month period. Commencing with the next fiscal year and for each year thereafter the Board shall estimate its costs of operation for the coming year and same shall be assessed and paid monthly in advance by every Owner or as the Board shall otherwise direct. Such assessment shall take into consideration the cost of, or reserves for, any contemplated repair, replacement or renewal of the Improvements and facilities maintained by the Association. The Board shall have the power to levy additional assessments as provided in the By-Laws of the Association. All assessments shall be allocated in accordance with the provisions of Section 8.3 of this Declaration.

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Section 11.5. Proration of Assessments. The assessments provided for in this Article shall commence on or be prorated as of the date each Owner acquires title to its portion of the Properties or the date upon which a Building is substantially completed upon any portion of the Properties and shall thereafter be due and payable as above provided.

Section 11.6. Delinquent Assessments. Any assessments or charges which are not paid when due shall be delinquent. If an Owner fails to pay any assessment or charge within five (5) days of its due date, said Owner, in addition to the Default Rate of Interest, shall be liable to the Association for a late payment and administrative expense charge equal to the greater of (x) \$150, or (y) fifteen percent (15%) of the amount of the unpaid assessment or charge. In addition to the foregoing and in addition to all other legal and equitable rights and remedies, the Association may (i) bring an action at law against the Owner personally obligated to pay the assessment or charge and (ii) in an appropriate judicial proceeding, foreclose the lien created in favor of the Association by the provisions of the foregoing Section 11.2 and (iii) collect in said action or through said proceeding the delinquent assessment or charge, together with the

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Default Rate of Interest thereon, the aforesaid late payment and administrative expense charge and the costs of collection and reasonable attorneys' fees of any such action or proceeding. The lien provided for under Section 11.2 shall secure the payment of the assessment or charge, the Default Rate of Interest thereon, the aforesaid late payment and administrative expense charge and the aforesaid costs and reasonable attorneys' fees. No Owner may waive or otherwise avoid liability for an assessment or charge as provided for herein by an abandonment or transfer of its portion of the Properties.

Section 11.7. Subordination of Lien to Mortgage. The lien for any assessment or charge provided for in this Declaration shall be subordinated to the lien of the security interest held by any Mortgagee; provided, however, that such subordination shall apply only to the assessments and charges which have become due and payable prior to a sale or transfer of such portion of the Properties pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve any portion of the Properties from the lien for any assessments or charges thereafter becoming due nor from the lien of any subsequent assessments or charges.

Section 11.8. Property Not Subject to Assessment. All parts of the Properties dedicated to and accepted by the City or other governmental authority shall be exempt from the assessments, charges and liens created under this Declaration.

ARTICLE XII

MISCELLANEOUS SECTIONS

Section 12.1. Term. This Declaration shall run for a term of thirty-five (35) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of five (5) years unless an instrument amending this Declaration to provide otherwise is executed and recorded in accordance with the provisions of Section 12.2 hereof. Notwithstanding the foregoing, the easements created, reserved or declared by this Declaration shall, unless extinguished or terminated in accordance with law, be perpetual in duration.

Section 12.2. Amendment. This Declaration may be amended by an instrument executed by all Mortgagees and by Owners having the right to cast at least fifty-one percent (51%) of the votes in the Association pursuant to Section 10.5, except that no amendment shall change or affect: (i) any rights with respect to the easements created by Section 9.1 without the consent of all of the Owners of the Properties and by all Mortgagees; (ii) any rights with respect to the Parking Facilities created by Section

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9.2 without the consent of all Owners of the Real Estate and by all Mortgagees; (iii) the manner of determining the allocation of the Costs of Maintenance to each portion of the Properties under Article VIII or the assessments allocable to each portion of the Properties under Article XI without the consent of all of the Owners of the Properties and by all Mortgagees; or (iv) submit additional real estate to this Declaration without the consent of all of the Owners of the Properties and by all Mortgagees. All amendments shall become effective only when recorded in the Office of the Recorder of Deeds for Cook County, Illinois.

Section 12.3. Enforcement -- General. The covenants, conditions, restrictions, easements, uses, privileges, charges and liens of this Declaration shall run with the land and be binding upon and inure to the benefit of all Persons having or acquiring any right, title or interest in the Properties, including Declarant, the Association and every Owner, mortgagee and grantee of a portion of the Properties, their respective heirs, personal representatives, successors and assigns. The enforcement of the provisions of this Declaration shall be vested in the Association as herein provided. Subject to the limitations of Section 6.6, a breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a proceeding in law or equity against the party or parties breaching or attempting to breach the Declaration for damages resulting from such breach and for an injunction enjoining such breach or attempted breach or ordering the remedying of such breach. A breach of this Declaration by an Owner relating to the use or maintenance of a portion of the Properties is hereby declared to be and constitute a nuisance, and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach, including, without limitation, assessing said Owner for the costs of removing, correcting or abating said nuisance and securing the collection of said costs by the filing of a lien against the portion of the Properties owned by said Owner and the foreclosure upon said lien in the manner provided for in Article XI of this Declaration. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorneys' fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the Court in such proceedings. All remedies provided under this Declaration including those at law or in equity shall be cumulative and not exclusive. The failure of a party having a right to enforce this Declaration to so do shall not be deemed a waiver of the right of any other party having such right nor a waiver of the right to enforce this Declaration in the event of a subsequent breach or the right to enforce any other provision of this Declaration. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

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Section 12.4. Enforcement and Easement Rights of the City. A perpetual, non-exclusive ingress and egress easement over the Roadway Easements is hereby granted to the City for the purposes of providing police and fire protection and other municipal services to the Properties.

Section 12.5. Responsibility of Owner. Every Owner shall be responsible for any breach of this Declaration which is a result of its own acts or omissions or the acts or omissions of an Occupant of its portion of the Properties.

Section 12.6. Compliance with Law. Every Owner shall at all times comply with all applicable federal, state, county and municipal laws, ordinances, rules and regulations and with the applicable regulations of the local fire insurance rating organization having jurisdiction over the Properties and of any other organization or board exercising a similar function with respect to the construction, maintenance, operation and use of such Owner's portion of the Properties or the Improvements thereto. In the event of a conflict, ambiguity or inconsistency between the terms and provisions of this Declaration and the terms and provisions of federal, state or local law, the more restrictive terms and provisions shall govern.

Section 12.7. Estoppel Certificates. Upon the written request of an Owner or any Mortgagee, the Association shall, within ten (10) business days of the request therefor, issue a certificate setting forth the amount of any delinquent assessment or charges with respect to said portion of the Properties or stating that all assessments have been paid in full and which states that the Declaration remains in full force and effect and that there are no defaults thereunder. Owners, but not Mortgagees, may be required to pay a reasonable charge, not to exceed twenty-five dollars (\$25.00), for issuance of said certificate.

Section 12.8. Severability. If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding.

Section 12.9. Owner's Liability, Subsequent Sale, Successor's Obligation. In the event that any Owner sells, transfers or otherwise conveys a portion of the Properties, said Owner shall have no liability for assessments relating to such portion of the Properties accruing after the date of the aforesaid sale, transfer or conveyance provided, however, that nothing herein contained shall affect the validity or enforceability of any lien theretofore recorded against a portion of the Properties for previously incurred liabilities and nothing

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contained herein shall affect the liability of any Owner for any obligation incurred pursuant to this Declaration prior to the date of said sale, transfer or conveyance.

Section 12.10. Delay in Performance -- Force Majeure. If the performance of any act or obligation under this Declaration is prevented or delayed by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of labor union, condemnation, threatened condemnation, requisitions, laws and orders of government or civil or military authorities or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of the Person required to perform such act or obligation, then such Person shall be excused from the performance of such act or obligation for so long as such Person is so prevented or delayed by reason thereof. This force majeure provision shall apply only to the non-monetary obligations created by this Declaration.

Section 12.11. Notice. Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for or (ii) deposited in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed, if to an Owner, to said Owner's address at the Properties or last known address as shown on the records of the Association at the time of such mailing or, if to the Association, to its registered agent. Notices shall be deemed effective upon delivery, if personally delivered, or two (2) days after the date of postmarking, if mailed. Copies of all notices sent by the Association or by any Owner shall also be sent to all Mortgagees at the address specified in the mortgage for the sending of notices. Copies of all mortgages on the Properties shall be furnished to the Association.

Section 12.12. Captions -- Singular, Plural, Gender. The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect on this Declaration. Words used herein shall be deemed to include singular and plural, and any gender as the context requires.

Section 12.13. Reservation of Easements. Reference to this Declaration in any deed of conveyance or any mortgage or trust deed or other evidence of obligation shall be sufficient to create and reserve all of the rights, benefits, burdens, duties and obligations contained herein to the respective grantees, mortgagees or trustees of all or any portion of the Properties as fully and completely as if the same were fully recited and set forth in their entirety in such instrument.

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Section 12.14. Construction. Every Owner of a portion of the Properties, by acceptance of title thereto, specifically acknowledges and agrees that in the event of disagreement as to the precise meaning of any term or provision contained herein, the interpretation of the Association shall be final. It is further agreed that the usual rule requiring written instruments to be construed against the party preparing such instruments shall not apply to this Declaration.

Section 12.15. Perpetuities and Other Invalidity. If any of the privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of the rule against perpetuities on some analogous statutory provision, or any other statutory or common law rule imposing time limits, then such provision shall continue only until the expiration of twenty-one (21) years after the death of the last survivor of the now living lawful descendants of Ronald W. Reagan and George Bush.

~~Trustee's Exemption Rider Attached Hereto And Made A Part Hereof~~

Section 12.16. Trustee Exculpation. This Declaration is executed by La Salle National Bank, as Trustee as aforesaid, in exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein shall be construed as creating any individual liability on said La Salle National Bank.

Section 12.17. Waiver with Respect to Portion of the Properties. All rights of approval herein granted to the Association and the Architectural Control Committee are hereby waived with respect to the Building and Improvements which Higgins-Mannheim Properties is constructing on that portion of the Properties described on Exhibit E and with respect to the Parking Facilities which Higgins-Mannheim Properties is constructing on Exhibit C-2, and as a result of such waiver, no submissions of any kind need to be made to either the Association or the Architectural Control Committee.

IN WITNESS WHEREOF, La Salle National Bank, as Trustee as aforesaid, has caused this Declaration to be signed by its Vice President and sealed with its corporate seal and attested to by its Assistant Secretary on the date first above written.

LA SALLE NATIONAL BANK, not individually, but solely as Trustee as aforesaid

(SEAL)

ATTEST:

By:

Assistant Secretary

By:

Vice President

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2011/01/11

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Evelyn F. Moore, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Corinne Bek and Rita Slimm Welter, respectively, the ~~Assistant~~ Vice President and Assistant Secretary of La Salle National Bank, a ~~National Banking Assoc~~ corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me 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 corporation for the uses and purposes therein set forth, and the said (Assistant) Secretary of said corporation then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix such corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal this 27th day of November, 1987.

Evelyn F. Moore
Notary Public

My commission expires: 8-9-89

COOK COUNTY CLERK'S OFFICE

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CONSENT

The Chase Manhattan Bank, a national banking association, as mortgagee of the real estate legally described on Exhibit A attached to that certain Declaration of Covenants, Conditions, Restrictions, Rights and Easements recorded in Cook County, Illinois as Document 87633677, does hereby consent to such Declaration and easements provided and referred to therein and hereby subordinates the lien of its mortgage to all such easements.

*Nov 30, 1987

DATED:

THE CHASE MANHATTAN BANK, a national banking association

By Edward B Balazs
2ND Vice President

87671352

ATTEST:

STATE OF NEW YORK

COUNTY OF NEW YORK

I, JOHN P. O'CONNOR, a Notary Public in and for said County, in the State aforesaid, do hereby certify that EDWARD B. BALAZS, personally known to me to be a 2ND VICE PRESIDENT OF THE CHASE MANHATTAN BANK, a national banking association, and personally known to me to be a _____ of said Bank and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as _____ and _____ of said Bank, and caused the Corporate Seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of November, 1987.

John P. O'Connor
Notary Public

MY COMMISSION EXPIRES:

JOHN P. O'CONNOR
NOTARY PUBLIC, State of New York
No. 4849741
Qualified in New York County
Commission Expires January 6, 1988

COOK COUNTY, ILLINOIS
FILED FOR RECORD...

1987 DEC 22 PM 3:08

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COOK COUNTY

6/11/88

MAY 25 1988

COOK COUNTY CLERK'S OFFICE

876333677

MY COMMISSION EXPIRES:

Notary Public

November, 1987.

GIVEN under my hand and Notarial Seal this ___ day of

therein set forth.

voluntary act and deed of said Bank, for the uses and purposes Bank, as their free and voluntary act and as the free and pursuant to authority given by the Board of Directors of said caused the Corporate Seal of said Bank to be affixed thereto, as of said Bank, and acknowledged that they signed and delivered the said instrument same persons whose names are subscribed to the foregoing of said Bank and personally known to me to be the personally known to me to be a of THE CHASE MANHATTAN BANK, a national banking association, and personally known to me to be a County, in the State aforesaid, do hereby certify that I, a Notary Public in and for said

COUNTY OF NEW YORK

STATE OF NEW YORK

ATTEST:

By Vice President

THE CHASE MANHATTAN BANK, a national banking association

DATED:

The Chase Manhattan Bank, a national banking association, as mortgagee of the real estate legally described on Exhibit A attached to that certain Declaration of Covenants, Conditions, Restrictions, Rights and Easements recorded in Cook County, Illinois as Document _____, does hereby consent to such Declaration and easements provided and referred to therein and hereby subordinates the lien of its mortgage to all such easements.

CONSENT

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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SE 2:5 1/4 31-33-60
Rossmore

09-33-31-049

876333677

87671352

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF MANNHEIM ROAD, BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF MANNHEIM ROAD, 276.87 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L7109, CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 35 MINUTES 51 SECONDS EAST ALONG SAID DESCRIBED SOUTH LINE, 11.01 FEET TO THE EAST LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN SAID CASE NO. 65L7109; THENCE NORTH 00 DEGREES 13 MINUTES 18 SECOND EAST ALONG SAID LAST DESCRIBED LINE, 248.60 FEET TO A POINT ON A LINE 575.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, SAID POINT BEING 45.00 FEET EAST OF THE INTERSECTION OF SAID LAST DESCRIBED PARALLEL LINE WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 01 DEGREES 36 MINUTES 37 SECONDS EAST ALONG THE EAST LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L8179, CIRCUIT COURT OF COOK COUNTY, 25.86 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 404.00 FEET TO AN INTERSECTION WITH A LINE 449.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 335.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L8179 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE SOUTH 72 DEGREES 34 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTHERLY LINE AND THE SOUTHERLY LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L7109, CIRCUIT COURT OF COOK COUNTY, 18.61 FEET TO THE EAST LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN SAID CASE NO. 65L7109; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 6.20 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF HIGGINS ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID ROAD; THENCE SOUTH 72 DEGREES 34 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTHERLY LINE, 418.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILROAD (FORMERLY THE CHICAGO AND WISCONSIN RAILROAD); THENCE SOUTH 14 DEGREES 51 MINUTES 36 SECONDS EAST ALONG SAID LAST DESCRIBED WESTERLY RIGHT OF WAY LINE, 744.96 FEET TO AN INTERSECTION WITH SAID LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 87 DEGREES 39 MINUTES 06 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 1025.88 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT "A"
PROPERTIES

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42933677

SE corner of Higgins & Mannheim
09-33-311-050

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF MANNHEIM ROAD, BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF MANNHEIM ROAD, 276.87 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L 7109, CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 35 MINUTES 51 SECONDS EAST ALONG SAID DESCRIBED SOUTH LINE, 11.01 FEET TO THE EAST LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN SAID CASE NO. 65L 7109; THENCE NORTH 00 DEGREES 13 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 248.60 FEET TO A POINT ON A LINE 575.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, SAID POINT BEING 45.00 FEET EAST OF THE INTERSECTION OF SAID LAST DESCRIBED PARALLEL LINE WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 01 DEGREES 36 MINUTES 37 SECONDS EAST ALONG THE EAST LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L 8179, CIRCUIT COURT OF COOK COUNTY, 25.86 FEET TO A POINT FOR A PLACE OF BEGINNING; THE FOLLOWING FOUR COURSES ARE ALONG THE EAST, SOUTHEAST OR SOUTHWESTERLY LINE OF LAND CONDEMNED FOR THE WIDENING OF HIGGINS ROAD AND MANNHEIM ROAD IN SAID CASE NO. 65L 8179;

THENCE NORTH 01 DEGREES 36 MINUTES 37 SECONDS EAST, 153.41 FEET;
 NORTH 03 40 18 EAST, 187.38 ;
 NORTH 00 00 00 EAST, 48.26 ;
 TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 93.75 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 53 DEGREES 42 MINUTES 51 SECONDS EAST, 80.61 FEET); THENCE SOUTH 72 DEGREES 34 MINUTES 18 SECONDS EAST, 338.24 FEET TO AN INTERSECTION WITH A LINE 449.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 335.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 404.00 FEET TO THE PLACE OF BEGINNING.

IN COOK COUNTY, ILLINOIS.

EXHIBIT "B"
HOTEL PARCEL

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10275 W. Higgins
Rossmore IL

09-33-311-048

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12,
 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT
 THE INTERSECTION OF THE EAST LINE OF MANNHEIM ROAD, BEING A LINE 33.00
 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE
 OF SAID SOUTHWEST 1/4, WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT
 ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4
 (THE WEST LINE OF SAID SOUTHWEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00
 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE
 NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF
 MANNHEIM ROAD, 276.87 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAND
 CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L 7109, CIRCUIT
 COURT OF COOK COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 35 MINUTES 51
 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTH LINE, 11.01 FEET TO THE EAST
 LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN SAID CASE NO.
 65L 7109; THENCE NORTH 00 DEGREES 13 MINUTES 18 SECONDS EAST ALONG SAID
 LAST DESCRIBED LINE, 65.45 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE
 CONTINUING NORTH 00 DEGREES 13 MINUTES 18 SECONDS EAST ALONG THE EAST LINE
 OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN SAID CASE NO. 65L
 7109, 179.15 FEET TO A POINT ON A LINE 575.00 FEET, AS MEASURED AT RIGHT
 ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4,
 SAID POINT BEING 45.00 FEET EAST OF THE INTERSECTION OF SAID LAST
 DESCRIBED PARALLEL LINE WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE
 NORTH 01 DEGREES 36 MINUTES 37 SECONDS EAST ALONG THE EAST LINE OF LAND
 CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L 8179, CIRCUIT
 COURT OF COOK COUNTY, 25.86 FEET; THENCE NORTH 90 DEGREES 00 MINUTES
 SECONDS EAST, 404.00 FEET TO AN INTERSECTION WITH A LINE 449.69 FEET, AS
 MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID
 SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 SECONDS WEST ALONG SAID LAST
 DESCRIBED PARALLEL LINE, 205.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES
 00 SECONDS WEST, 405.42 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.

Property

EXHIBIT "C-1"
PLAZA

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Page 1 of 2

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Property of Co

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SE corner of Main Street + Higgins
Government 11
AND

PANEL 2 "PARKING & COMMON"
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT
THE INTERSECTION OF A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH
OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 WITH A LINE
484.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE
WEST LINE OF SAID SOUTHWEST 1/4 (THE WEST LINE OF SAID SOUTHWEST 1/4
HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST
FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS
EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 154.55 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 89.21 FEET
TO A POINT 447.18 FEET NORTH AND 704.15 FEET EAST OF THE SOUTHWEST
CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 33, AS MEASURED ALONG THE WEST
LINE OF SAID SOUTHWEST 1/4 AND ALONG A LINE AT RIGHT ANGLES, THERETO,
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 260.00 FEET TO THE
WESTERLY RIGHT OF WAY LINE OF THE MINNEAPOLIS ST. PAUL & SAULT STE MARIE
RAILROAD (FORMERLY THE CHICAGO AND WISCONSIN RAILROAD), THENCE SOUTH 14
DEGREES 51 MINUTES 36 SECONDS EAST ALONG SAID LAST DESCRIBED WESTERLY
LINE, 365.99 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED
AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID
SOUTHWEST 1/4; THENCE SOUTH 87 DEGREES 39 MINUTES 06 SECONDS WEST ALONG
SAID LAST DESCRIBED PARALLEL LINE, 573.81 FEET TO THE PLACE OF BEGINNING,
IN COOK COUNTY, ILLINOIS.

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EXHIBIT C-2
Parking Facilities

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PROPERTY

Property of Cook County Clerk's Office

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09-33-311-048 EPO
 SE corner of Higgins & Madison
 Assessment IC

PARCEL 9 "PARKING & COMMON PHASE III"
 THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, COMMENCING AT THE INTERSECTION OF A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 WITH A LINE 484.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4 (THE WEST LINE OF SAID SOUTHWEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 154.55 FEET;
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 89.21 FEET;
 NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 48.79 FEET;
 NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 41.25 FEET;
 SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 8.00 FEET;
 NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 48.14 FEET;
 NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 57.78 FEET;
 NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 141.06 FEET;
 TO A POINT FOR A PLACE OF BEGINNING, SAID POINT BEING 447.18 FEET NORTH AND 704.15 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 33, AS MEASURED ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 AND ALONG A LINE AT RIGHT ANGLES THERETO;
 THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 280.11 FEET;
 NORTH 72 DEGREES 34 MINUTES 18 SECONDS WEST, 149.63 FEET;
 SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 53.70 FEET;
 SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, 32.53 FEET;
 TO A POINT ON A LINE 484.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, SAID POINT BEING 679.18 FEET, AS MEASURED ALONG SAID PARALLEL LINE, NORTH OF THE AFORESAID POINT OF COMMENCING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 158.20 FEET; THENCE NORTH 39 DEGREES 39 MINUTES 24 SECONDS EAST, 27.09 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF HIGGINS ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID ROAD; THENCE SOUTH 72 DEGREES 34 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTHERLY LINE, 382.55 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE MINNEAPOLIS ST. PAUL & SAULT STE. MARIE RAILROAD (FORMERLY THE CHICAGO AND WISCONSIN RAILROAD); THENCE SOUTH 14 DEGREES 51 MINUTES 36 SECONDS EAST ALONG SAID LAST DESCRIBED WESTERLY LINE, 378.97 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 260.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

Rosemont IL

SE corner of Higgins & Mannheim

09-33-311-048
-049

Property of

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 WITH A LINE 449.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4 (THE WEST LINE OF SAID SOUTHWEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 869.69 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF LAND CONDEMNED FOR THE WIDENING OF HIGGINS ROAD IN CASE NO. 65L 8179 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, THENCE SOUTH 72 DEGREES 34 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTHERLY LINE AND ALONG THE SOUTHERLY OF LAND CONDEMNED FOR WIDENING OF HIGGINS ROAD IN CASE NO. 65L 7109 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, 18.61 FEET TO THE EAST LINE OF LAND CONDEMNED FOR HIGGINS ROAD IN SAID CASE NO. 65L 7109; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SAID LAST DESCRIBED EAST LINE, 6.29 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF HIGGINS ROAD, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID HIGGINS ROAD; THENCE SOUTH 72 DEGREES 34 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTHERLY LINE, 36.19 FEET; THENCE SOUTH 39 DEGREES 39 MINUTES 24 SECONDS WEST, 27.09 FEET TO AND INTERSECTION WITH A LINE 484.69 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 837.28 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 87 DEGREES 35 MINUTES 06 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 35.03 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT "C-3"
FUTURE PUBLIC STREET RIGHT-OF-WAY

87671352

87633677

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11/13/2014

Property of Cook County Clerk's Office

876333677

10275 W. Higgins
Rosemont IL

640-

09-33-311-048

Property

87671352

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12,
 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT
 THE INTERSECTION OF THE EAST LINE OF MANNHEIM ROAD, BEING A LINE 33.00
 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE
 OF SAID SOUTHWEST 1/4, WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT
 ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4
 (THE WEST LINE OF SAID SOUTHWEST 1/4 HAVING AN ASSUMED BEARING OF NORTH 00
 DEGREES 00 MINUTES 00 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE
 NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE OF
 MANNHEIM ROAD, 276.83 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LAND
 CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN CASE NO. 65L 7109, CIRCUIT
 COURT OF COOK COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 35 MINUTES 51
 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTH LINE, 11.01 FEET TO THE EAST
 LINE OF LAND CONDEMNED FOR THE WIDENING OF MANNHEIM ROAD IN SAID CASE NO.
 65L 7109; THENCE NORTH 00 DEGREES 13 MINUTES 18 SECONDS EAST ALONG SAID
 LAST DESCRIBED LINE, 69.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00
 SECONDS EAST, 405.42 FEET TO AN INTERSECTION WITH A LINE 449.69 FEET, AS
 MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID
 SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG
 SAID LAST DESCRIBED PARALLEL LINE, 329.83 FEET TO AN INTERSECTION WITH A
 LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH
 THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 87 DEGREES 39 MINUTES
 06 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 417.04 FEET TO
 THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT "D"
 PARCEL WITH BUILDING WITH A STREET
 ADDRESS OF 10275 WEST HIGGINS ROAD
 ROSEMONT, ILLINOIS

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