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This instrument prepared by:  
Sharon S. Glazer  
Hess, Kaplan and McDowell, Ltd.  
180 North LaSalle Street  
Chicago, Illinois 60601

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DECLARATION OF EASEMENTS AND RESTRICTIONS

This Declaration of Easements and Restrictions (hereinafter referred to as the "Declaration") is made the 31<sup>st</sup> day of May, 1988, by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated September 28, 1987, and known as Trust No. 103625-07 (hereinafter referred to as "Owner").

RECITALS

1. Owner is the owner in fee simple of certain real estate situated in the Village of Streamwood, County of Cook, State of Illinois, more particularly described in Exhibit "A" attached hereto (such real estate is hereinafter called the "Shopping Center Site").

2. Owner intends to develop a shopping center (hereinafter referred to as "Center") on the Shopping Center Site.

3. Owner desires to create certain rights, privileges and easements and to impose certain restrictions and covenants upon the the Shopping Center Site.

NOW, THEREFORE, for good and valuable consideration, including the promises, covenants and agreements herein contained, it is declared as follows:

ARTICLE 1

DEFINITIONS

As used in this Declaration, the following terms have the following meanings:

Section 1.1 Common Area

"Common Area" means all areas within the boundaries of the Center created for the use of all Permittees, including, but not limited to: (a) the Parking Area; (b) sidewalks and walkways located outside all Stores, and including sidewalks and walkways providing pedestrian access to and ingress and egress to and from the Parking Area; (c) landscaped and planted areas located around all Stores; (d) roadways to provide vehicular access to and from and ingress and egress to and from and in and out of the Parking Area and to streets and highways adjacent to or near the Center, including entrances and exits and service drives; and (e) all curbs and lighting standards, traffic and directional signs and traffic striping and markings.

Section 1.2 Common Area Improvements

"Common Area Improvements" means all improvements hereinafter constructed in the Center to be used in common by all Permittees, and shall include sign pylons and monuments, whether or not used in common by all Permittees.

Section 1.3 Lease

"Lease" means any lease, deed or other instrument or arrangement whereby an Occupant acquires rights to use or occupy a Store.

Section 1.4 Occupant

"Occupant" or "Occupants" mean any person or entity that operates a store or a retail facility within the Center, their successors and assigns, and any other person entitled by Lease to use and occupy a Store within the Center, or one or more of them, as the context may require.

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## Section 1.5 Parking Area

"Parking Area" means all areas in the Center which are from time to time set apart to be used for the parking of motor vehicles and all interior roadways, walkways, curbs and landscaping within or adjacent to such areas. Parking Area does not include the Truck Facilities.

## Section 1.6 Prairie

"Prairie" means Prairie Super Stores, Inc., its successors and assigns.

## Section 1.7 Permittees

"Permittees" means the Owner, all Occupants and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires having business purposes within the buildings of the Center.

## Section 1.8 Person

"Person" or "Persons" means individuals, partnerships, associations, corporations and any other form of business organization, or one or more of them, as the context may require.

## Section 1.9 Store

"Store" means a space located in any building in the Center.

## Section 1.10 Truck Facilities

"Truck Facilities" means the following:

- (a) truck docks, open or enclosed, and ramps and approaches thereto; and
- (b) areas constructed for truck loading, unloading, parking or turn-arounds.

## ARTICLE 2

### EASEMENTS

An easement is hereby declared and granted in the Common Area in favor of Permittees for:

- (a) ingress to and egress from streets and highways adjacent to or near the Center, including entrances and exits for vehicles and pedestrian access, over and upon the roadways to be constructed in the Center;
- (b) the passage and the parking of vehicles authorized under this Declaration over and upon said roadways and the Parking Area; and
- (c) the passage and accommodation of pedestrians.

Owner hereby reserves the right to eject from the Common Area any Persons who are not Permittees. In addition, Owner reserves the right to close off the Common Area for such reasonable periods of time as may be minimally legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that no unreasonable interference with the operation of or access to the Center occurs as a result thereof; and provided further that, if possible, any required closing occur on a non-business day.

## ARTICLE 3

### GENERAL COVENANTS

#### Section 3.1 Limitation on Detrimental Characteristics

No portion of the Center shall be used or operated:

- (a) in any manner inconsistent with or contrary to the requirements of applicable environmental, building or zoning laws and ordinances.

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(b) so as to constitute a hazard to the Center, or any portion thereof, or to the Owner or Permittees.

(c) for any activity which shall constitute a nuisance.

## Section 3.2 General Use Restrictions

(a) No portion of the Shopping Center Site may be used or occupied for any of the following uses:

(i) adult entertainment center or book store (which is defined as a center or bookstore a substantial portion of the activities or inventory of which is not available for use by or sale to children under eighteen (18) years of age because it explicitly deals with or depicts human sexuality);

(ii) car wash

(iii) massage parlor;

(iv) sports, health, exercise or dance facility;

(v) theatre;

(vi) bowling alley;

(vii) skating rink

(viii) game room;

(ix) non-retail purposes (offices, storage, repairs and alterations incidental to retailing, barber shops, beauty salons, banks and small loan offices are not deemed non-retail for this purpose);

(x) bar or tavern;

(xi) supermarket or grocery store.

(b) So long as Phar-Mor, Inc. or its assignee or subtenant is occupying Store P (as shown on the Site Plan attached hereto as Exhibit B), except for Store P, no portion of the Center may be used as a pharmacy, drug store or health and beauty aids store; provided, however, that nothing contained herein shall prevent (i) the Occupant of Store T from selling health and beauty aids or operating a pharmacy or drugstore in its Store or (ii) any other Occupant from selling health and beauty aids as an incidental part of its retail operation so long as the total number of square feet devoted to display for the sale of such products does not exceed the lesser of five percent (5%) of the total square feet of building area of such Occupant or five hundred (500) square feet (including one-half of the aisle space adjacent to any display area).

## ARTICLE 4

### AMENDMENT

This Declaration may be amended or otherwise modified only by a writing signed and acknowledged by the Owner acting on its own behalf and on behalf of all Occupants of the Center; provided, however, that any amendment which seeks to modify Section 3.1 or Section 3.2 (a) (xi) must be consented to in writing by Prairie if at the time of such amendment Prairie is an occupant of the shopping center adjoining the Shopping Center Site to the south.

In furtherance of Owner's right to act on behalf of all Occupants of the Center, a power coupled with an interest is hereby reserved and granted to the Owner to consent to any amendment to or modification of this Declaration on behalf of each Occupant of the Center as proxy or attorney in fact. Each deed or lease affecting a Store or site in the Center, and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Owner to make, execute and record amendments to or modifications of this Declaration.

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## ARTICLE 5

### EXPIRATION DATE

This Declaration shall continue in force and effect so long as any Store in the Center is open for business to the public, or such earlier date as may be required in order that this Declaration will not be invalidated or be subject to invalidation by reason of a limitation imposed by law on the duration hereof. The expiration of this Declaration shall not affect the rights of any Occupant under its lease.

## ARTICLE 6

### MISCELLANEOUS

#### Section 6.1 Exhibits

Each reference herein to an Exhibit refers to the applicable Exhibit that is attached to this Declaration. All such Exhibits constitute a part of this Declaration and by this Section are expressly made a part hereof.

#### Section 6.2 Reference to Articles, Sections and Subsections

All references herein to a given Article, Section, Subsection or Subparagraph refer to the Article, Section, Subsection or Subparagraph of this Declaration.

#### Section 6.3 Captions

The captions of this Declaration are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Declaration and they shall not affect the interpretation hereof.

#### Section 6.4 Locative Adverbs

The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., and like words, whenever the same appear herein, mean and refer to this Declaration in its entirety and not to any specific Article, Section or Subsection hereof unless the context expressly provides otherwise.

#### Section 6.5 Governing Law

This Declaration shall be construed and governed in accordance with the laws of Illinois, where the Shopping Center Site is located.

#### Section 6.6 Covenants Run With the Land

It is intended that the covenants, easements, agreements, promises and duties of each Occupant set forth in this Declaration shall be construed as covenants and not as conditions, and that, to the fullest extent legally possible, all such covenants shall run with the land.

#### Section 6.7 Subordination of Mortgage

This Declaration is executed by Balcor Real Estate Finance, Inc. in its capacity as Mortgagee of the Shopping Center Site to confirm that its Mortgage to be recorded on the date of the recording of this Declaration is subject and subordinate to the provisions of this Declaration.

#### Section 6.8 Trustee Exculpation

This Declaration is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein shall be construed as creating any liability of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO personally to pay any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein, all such liability, if any, being expressly waived by anyone now or hereafter claiming any right or security hereunder. So far as

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally, is concerned, the legal owner or owners of any indebtedness or obligation to perform any agreement or covenant, either express or implied, accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described for the payment thereof.

IN WITNESS WHEREOF, each Party has caused its duly authorized officers to sign and seal this Declaration as of the date first above written.

OWNER:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid

ATTEST:

By: [Signature]  
Its: ASSISTANT SECRETARY

By: [Signature]  
Its: Second Vice President

MORTGAGEE:

BALCOR REAL ESTATE FINANCE, INC., an Illinois corporation

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: [Signature]  
Its: Bank Rep.

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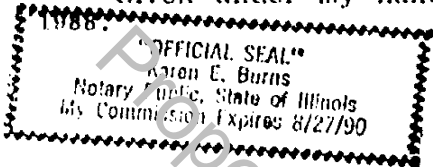
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STATE OF ILLINOIS )  
 )SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Notary A. Johannes, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as such officer of said Bank as his (her) own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1988.



[Signature]  
Notary Public

My commission expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 )SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DAVID EDWARDS <sup>authorize representative</sup> ~~President~~ of BALCOR REAL ESTATE FINANCE, INC. and ~~Secretary~~ <sup>Secretary</sup> of said corporation, who ~~are~~ <sup>is</sup> personally known to me to be the same person whose name ~~are~~ <sup>is</sup> subscribed to the foregoing instrument, appeared before me this day in person and ~~severally~~ <sup>severally</sup> acknowledged that ~~they~~ <sup>he</sup> signed and delivered the said instrument as such <sup>authorized</sup> ~~officers~~ of said corporation as ~~their~~ <sup>his</sup> own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of June, 1988.

Margaret A. Oleskiewicz  
Notary Public

My commission expires:  
\_\_\_\_\_



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## EXHIBIT A TO DECLARATION OF RESTRICTIONS

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 82.5 FEET THEREOF) AND EXCEPT THAT PART LYING NORTH OF A LINE DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE EAST LINE OF SAID 1/4; (SAID POINT BEING 1238.56 FEET NORTH OF THE SOUTHEAST CORNER OF SAID 1/4 SECTION); THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST, 1311.71 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SAID 1/4 SECTION, (SAID POINT BEING 1269.16 FEET NORTH OF THE SOUTHWEST CORNER OF THE SAID EAST 1/2), SAID POINT ALSO BEING THE POINT OF ENDING OF SAID LINE. AND ALSO EXCEPTING THE WEST 41.78 FEET OF THE SOUTH 772.50 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25 (EXCEPTING THEREFROM THE WEST 33.00 FEET AND THE SOUTH 82.5 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PIN: 06-25-201-008

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COOK COUNTY CLERK

PER 01/11/18