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COOK COUNTY, ILLINOIS
OFFICE FOR RECORD

90472384

1990 SEP 28 AM 11:37

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AMENDMENT TO RESTRICTIVE COVENANT BY AND BETWEEN THE VILLAGE OF MOUNT PROSPECT, ILLINOIS, AND THE OWNER/DEVELOPER OF CERTAIN PROPERTY WITHIN SAID VILLAGE REGARDING COMPLETION OF REQUIRED PUBLIC IMPROVEMENTS PERTAINING TO THE DEVELOPMENT OF SAID PROPERTY.

25.00

1271 793 D2

WHEREAS, the parties hereto entered into a certain restrictive covenant relating to the future installation of streetlights on Busse Road dated July 14, 1988, a copy of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the subject property, at the time such restrictive covenant was entered into, was a condominium development; and

WHEREAS, the owners of the property intend to vacate the condominium declaration and to subdivide the property into lots, a copy of the present legal description and new legal description is attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, each lot owner has agreed to bear a certain percentage of responsibility relating to the future installation of the streetlights;

NOW, THEREFORE, in consideration of the above recitations and of other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby agreed as follows:

1. The rider to the restrictive covenant relating to the recorded Declaration of Condominium, Document No. 86593417, providing that Unit No. 1 has a thirty percent (30%) interest, Unit No. 2 has a forty percent (40%) interest and Unit No. 3 has a thirty percent (30%) interest, be and is hereby cancelled and rescinded. In place thereof, the parties agree to and do hereby

THIS INSTRUMENT WAS PREPARED BY:
E. DIMONTE,
1000 N. LAUREL ST.
CHICAGO, ILLINOIS 60610
RETURN TO "

BOX 333-GG

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SEE INSTRUMENT NUMBER 86593417 FOR A FULL AND COMPLETE RECORD

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Property of Cook County Clerk's Office

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substitute Exhibit "C" attached hereto and made a part hereof, which sets forth their respective percentages of responsibility of each owner under the column entitled, "Lot Percentage". Each owner shall be responsible for that percentage of the total cost of the streetlighting set forth after each lot.

2. The aforescribed restrictive covenant is otherwise reconfirmed in each and every regard.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 26th day of July, 1990.

LA SALLE NATIONAL TRUST, N.A. Successor Trustee to
LA SALLE NATIONAL BANK, Trustee,
Trust No. 107877 ~~and not personally~~

By: [Signature]
Assistant Vice President

ATTEST:

[Signature]
Assistant Secretary

This instrument is executed by the First American Bank, individually but solely as trustee, as stated, in the capacity of trustee, as stated, before me, a Notary Public in and for the State of Illinois, on this 26th day of July, 1990.

FIRST AMERICAN BANK, Trustee,
Trust No. F88-160

By: [Signature]
Trust Officer

ATTEST:

[Signature]

VILLAGE OF MOUNT PROSPECT, ILLINOIS

By: [Signature]
Village President

ATTEST:

[Signature]
Village Clerk

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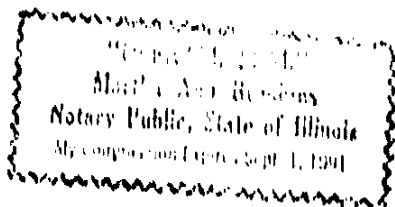
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, MARIAN ANN BROOKINS, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT JOSEPH W. LANG, Assistant Vice President of LA SALLE NATIONAL BANK, and Honorary Collins, Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of August, A.D. 1998.

Marian Ann Brookins, Notary Public

My Commission Expires: _____



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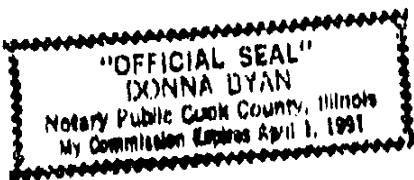
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT LA BACKSTROM, VICE President of FIRST AMERICAN BANK, and MICHAEL ESPASIN, Sec. V.P. Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and Sec. V.P. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said LA BACKSTROM Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7TH day of AUGUST, A.D. 1990

Donna Dyan
NOTARY PUBLIC

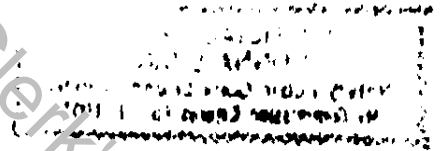
My Commission Expires: 4-1-91



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EXHIBIT A

*Recd
88331880*

RESTRICTIVE COVENANT BY AND BETWEEN THE
VILLAGE OF MOUNT PROSPECT, ILLINOIS AND
THE OWNER-DEVELOPER OF CERTAIN PROPERTY WITHIN SAID
VILLAGE REGARDING COMPLETION OF REQUIRED PUBLIC
IMPROVEMENTS PERTAINING TO THE DEVELOPMENT OF SAID PROPERTY

WHEREAS, pursuant to the provisions of Chapter 16 entitled "Development" of the Village Code of Mount Prospect, Illinois certain public improvements are required to be constructed and installed by owners and developers of property within the Village, as part of the approval for the development of such property; and

WHEREAS, the schedule for accomplishing the construction and installation of such public improvements by the owner-developer of the property under development is often in conflict with other public improvement projects adjacent to or within the vicinity of said property so as to render the accomplishment of such public improvements by the owner-developer to be practically or economically unfeasible until the same can be combined with or scheduled so as to conform with such other public improvements affecting the subject property under development; and

WHEREAS, such other public improvement projects are administered by the Village, County or State, officials over which the owner-developer has no control, and in some instances those improvements to be accomplished by the owner-developer with respect to the property under development cannot be completed until the other improvements under Village, County or State control have been accomplished; and

WHEREAS, under such circumstances, it is deemed to be inequitable to delay development of the property under development or to require the owner-developer to establish a cash escrow, letter of credit or improvement bond for the purpose of guaranteeing the completion of required public improvements due to the delay caused by the intervening or subsequent accomplishment of other public improvement projects under administration and control of the Village, County or State; and

WHEREAS, Chapter 16 of the Village Code of Mount Prospect, Illinois provides that in lieu of a cash escrow, letter of credit or development bond, the owner-developer may execute a restrictive covenant to be recorded and to run with the land as a guarantee that the required public improvements shall be completed with respect to the property under development.

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NOW, THEREFORE, in accordance with the provisions of the said Chapter 16 of the Village Code of Mount Prospect, Illinois, the Undersigned, Owner-Developer does hereby covenant with the Village of Mount Prospect, an Illinois municipal corporation, as follows:

1. The Undersigned is the Owner and Development of the following described property within the Village of Mount Prospect, Illinois, to wit:

The South 12 acres of the North 20 acres and the North 16.5 feet of the South 20 acres of the North 40 Acres, all in the East Half of the Southeast Quarter of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, (except that part thereof lying within the Illinois State Toll Highway Commission Right-of-way as shown in the deed thereto recorded in the recorder's office of Cook County, Illinois, on November 9, 1956 as Document No. 16751119 and except that part lying Southwesterly of the Southwesterly line of said Illinois State Toll Highway Commission Right-of-way and except that part of the West 210 feet, measured at right angles to the West line thereof, lying North-easterly of the Northeasterly line of said Illinois State Toll Highway Commission Right-of-way), in Cook County, Illinois.

All that part of Busse Road lying East of and adjoining the above described property, in Cook County, Illinois.

2. A plan of development of the described property by the Undersigned has been approved by the Village of Mount Prospect, which approval includes the completion of the following public improvements contained in and provided as a part of the plans, to wit:

The purchase and installation of street lights on Busse Rd. according to State and local Codes.

3. For a period of twenty years (20) years commencing from the date hereof, the Undersigned shall undertake the above-stated improvements with sixty (60) days after being so advised by the Village of Mount Prospect to commence such construction and installation work, and shall continue said work without interruption or delay, until the improvements are completed in a satisfactory manner and in accordance with Village plans and specifications pertaining thereto.

4. This Covenant to complete the said public improvements as herein contained shall run with the said property; and for the period of time as set forth herein. Nothing in this Covenant shall in any

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way prevent the alienation or sale of the subject property or any portion thereof, except that said sale shall be subject to the provisions hereof and to the plan of development pertaining to the property, and the new owner shall be both benefited and bound by the conditions and restrictions herein expressed.

5. This Covenant shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns in title and interest and the provisions hereof shall be enforceable in a proceeding at law or in equity against the person or persons seeking to violate the same including an action for injunctive relief, specific performance or to recover damages or other fines and penalties as may be established in such violation. In the event that the owner-developer of the subject property fails to complete the required improvements or pay a proportionate share of the required improvements by other contractors within the specified time periods herein, the value of such improvements shall be entered as a lien against the property due and payable within sixty (60) days after notification to proceed with the improvements.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 1988,

SEE ATTACHED

RIDER FOR

SIGNATURES OF PRESENT

RECORD OWNERS AND

THEIR RESPECTIVE

PERCENTAGES OF RESPONSIBILITY

OWNER-DEVELOPER

OWNER-DEVELOPER

VILLAGE OF MOUNT PROSPECT, ILLINOIS

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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RIDER TO RESTRICTIVE COVENANT BY AND BETWEEN
THE VILLAGE OF MOUNT PROSPECT, ILLINOIS AND
THE OWNER-DEVELOPER OF CERTAIN PROPERTY WITHIN SAID
VILLAGE REGARDING COMPLETION OF REQUIRED PUBLIC
IMPROVEMENTS PERTAINING TO THE DEVELOPMENT OF SAID PROPERTY

The parties agree that the following are all of the owners of record of the subject property. Pursuant to the Declaration of Condominium Ownership, recorded Document No. 86593417, the owners are to share in the lighting cost in the following proportions:

<u>Unit No.</u>	<u>Percentage of Interest</u>
1	30%
2	40%
3	30%

See attached three pages for signatures of LaSalle National Bank, Trust No. 107877, owner of Units 2 and 3, signature of J & L Industrial Supply Co., Inc., of Illinois, a Michigan corporation, Owner of Unit 1, and the Busse Road Condominium Association, an Illinois not-for-profit corporation.

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LaSALLE NATIONAL BANK, not personally,
but as Trustee under a Trust Agreement
dated April 10, 1984 known as Trust
No. 107877

By: _____

Attest: _____

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

I, _____, a Notary Public in and
for the said County, in the State aforesaid, DO HEREBY CERTIFY
that _____ personally known to me to be
the _____ President of LaSALLE NATIONAL
BANK and _____ personally known to me to
be the _____ Secretary of said Bank whose names are
subscribed to the within instrument, appeared before me this day
in person and severally acknowledged that as such _____
President and _____ Secretary of said Bank they signed
and delivered the said instrument of writing as _____
President and _____ Secretary of said Bank and caused
the seal of said Bank to be thereunto affixed, 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 _____ day of
_____, 1988.

Notary Public

My Commission Expires:

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J & L INDUSTRIAL SUPPLY CO., INC.,
OF ILLINOIS, a Michigan corporation

By: _____

Attest: _____

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

_____ personally known to me to be the _____ President of the J & L INDUSTRIAL SUPPLY CO., INC., OF ILLINOIS, a Michigan corporation, and _____ personally known to me to be the _____ Secretary of said corporation, 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 as such _____ President and _____ Secretary, they signed and delivered the said instrument as _____ President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of _____ of said corporation as their 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 official seal, this _____ day of _____, 1988.

Commission expires _____ 19____

Notary Public

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BUSSE ROAD CONDOMINIUM ASSOCIATION,
an Illinois not-for-profit corporation

By: _____

Attest: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY that

_____ personally known to me to be the _____ President of the BUSSE ROAD CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, and _____ personally known to me to be the _____ Secretary of said corporation, 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 as such _____ President and _____ Secretary, they signed and delivered the said instrument as _____ President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of _____ of said corporation as their 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 official seal, this _____ day of _____, 1988.

Commission expires _____ 19____

Notary Public

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EXHIBIT B

Present Legal Description:

UNITS 1, 2 AND 3 IN THE BUSSE ROAD CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING: LOT 1 IN BUSSE ROAD SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 86593417, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

WHICH IS BEING RESUBDIVIDED INTO

New Legal Description:

LOTS 1, 1A, 2, 3, 4 AND 5, AND OUTLOTS A, B AND C IN THE BUSSE ROAD INDUSTRIAL PARK, BEING A RESUBDIVISION OF LOT 1 IN BUSSE ROAD SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address:
2200 S. Busse Road,
Mount Prospect, IL

P.I.N. 08-22-401-058-1001
08-22-401-058-1002
08-22-401-058-1003

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EXHIBIT C

SCHEDULE OF LOT PERCENTAGES

<u>LOT NO.</u>	<u>LOT PERCENTAGE</u>	
Lot 1	.27035	27.035%
Lot 1A	.04028	4.028%
Lot 2	.24044	24.044%
Lot 3	.15701	15.701%
Lot 4	.14232	14.232%
Lot 5	<u>.14960</u>	<u>14.960%</u>
	1.00000	100.000%

THIS INSTRUMENT PREPARED BY:
E. DI MONTE, DI MONTE & LIZAK
1300 WEST NICHOLS ROAD
SUITE 200
PARK RIDGE, ILLINOIS 60068

90472384

90472334

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT
DATED 7/26/90 UNDER TRUST NO. 107877

This instrument is executed by LA SALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL TRUST, N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL TRUST, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.
FORM XX 0421

Property Clerk's Office

NOTED FOR FILE