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1600-1602 WEST CENTRAL ROAD
ARLINGTON HEIGHTS, ILLINOIS

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

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ARLINGTON HEIGHTS, ILLINOIS

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION is made and entered into as of the 1st day of November, 1990, by (i) the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but solely as Trustee under Trust Agreement dated November 1, 1989 and known as Trust No. 109760-09; and (ii) FIRST ILLINOIS BANK OF LaGRANGE, not personally but solely as Trustee under Trust Agreement dated January 20, 1989 and known as Trust No. 9303.

RECITALS

A. The terms used in the Recitals, if not otherwise defined in the Recitals, shall have the meanings set forth in Article I hereof.

B. Owner of Parcel A is the record legal title holder of the premises commonly known as 1600 West Central Road, Arlington Heights, Cook County, Illinois, and legally described in Exhibit A attached hereto.

C. Owner of Parcel B is the record legal title holder of the premises commonly known as 1602 West Central Road, Arlington Heights, Cook County, Illinois, and legally described in Exhibit B attached hereto.

D. Owner of Parcel A proposes to construct a one story masonry medical office building on Parcel A which is described on the Site Plan dated June 5, 1989 prepared by Hundrieser-Gutowsky and Associates, Inc., its Job No. 890-1408 attached hereto as Exhibit C (hereinafter "Site Plan") as Proposed One Story Masonry, East Building.

E. Owner of Parcel B proposes to construct a one story masonry medical office building on Parcel B which is described on Site Plan as Proposed One Story Masonry, West Building.

F. The Owner of Parcel A and the Owner of Parcel B each intends to retain the same professional consultants for the planning, designing and construction of the Parcel A Building and the Parcel B Building.

G. Following the construction of the Parcel A Building and the Parcel B Building, neither the Parcel A Building nor the Parcel B Building shall be subject to any other declaration of covenants, conditions, restrictions and easements.

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B Building will be totally independent of the other and each will depend upon the other, to some extent, for ingress and egress, parking areas and landscaping and certain other facilities and components necessary for the operation and use of the Parcel A Building and the Parcel B Building.

H. Owner of Parcel A and Owner of Parcel B desire by this Declaration to provide for the efficient operation of each respective portion, estate and interest in Parcel A and the Parcel A Building and Parcel B and the Parcel B Building, to assure the harmonious relationship of the Owners of each such respective portion, estate or interest in Parcel A and the Parcel A Building and Parcel B and the Parcel B Building, and to protect the respective values of each such portion, estate and interest in Parcel A and the Parcel A Building and Parcel B and the Parcel B Building, by providing for, declaring and creating (i) certain easements, covenants and restrictions against and affecting Parcel A which will be binding upon each present and future Owner of Parcel A, or of any portion thereof or interest or estate therein, and which will inure to the benefit of each present and future owner of Parcel B, or of any portion thereof or interest or estate therein, and (ii) certain easements, covenants and restrictions against and affecting Parcel B which will be binding upon each present and future Owner of Parcel B, or of any portion thereof or interest or estate therein, and which will inure to the benefit of each present and future Owner of Parcel A, or of any portion thereof or interest or estate therein.

NOW, THEREFORE, the Owner of Parcel A and the Owner of Parcel B hereby declare that the Premises and any part thereof are and shall be owned, held, mortgaged, transferred, assigned, sold, conveyed and accepted subject to this Declaration. Owner of Parcel A and Owner of Parcel B do hereby further grant and declare that each of the following easements, covenants, conditions, restrictions, burdens, uses, privileges and charges created hereunder shall be binding upon and inure to the extent provided herein, to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in the Premises and each of the foregoing shall run with the land subject to this Declaration.

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ARTICLE I

DEFINITIONS

1.1. "Architect" means Hundrieser-Gutowsky and Associates, Inc. or any other architectural firm acceptable to the Owner of Parcel A and the Owner of Parcel B.

1.2. "Building" means the Parcel A Building or the Parcel B Building, as the context requires. "Buildings" mean both the Parcel A Building and the Parcel B Building.

1.3. "Common Areas" means (i) the driveways to and on Parcel A and Parcel B or any other public areas of Parcel A and Parcel B available for the use of both the Owner of Parcel A and the Owner of Parcel B and their respective invitees, licensees, tenants, guests and employees, (ii) the Parking Area situated on the Premises as shown and designated on the Site Plan, (iii) the Trash Disposal Area currently situated on Parcel B as shown and designated as "Trash" on the Site Plan or such area or areas that may hereafter be located on Parcel A or Parcel B used for such purposes, (iv) areas leading to and from and providing ingress and egress to the Parking Area and the Trash Disposal Area, (v) the sidewalks and approaches to the Parcel A Building and the Parcel B Building, (vi) the sidewalks on Parcel A and Parcel B, (vii) landscaping on Parcel A and Parcel B, and (viii) the security system, if any, servicing a Building or the Buildings.

1.4. "Creditor Owner", except where otherwise defined hereunder in a specific context, means an Owner to whom a payment of money or other duty or obligation is owed under this Declaration by the other Owner, which other Owner has failed to make such payment or to perform such duty or obligation as and when required hereunder.

1.5. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, including all exhibits, appendices, amendments and supplements thereto.

1.6. "Defaulting Owner", except where otherwise defined hereunder in a specific context, means an Owner who has failed to make a payment of money owed under this Declaration or to perform any of its duties or obligations as and when required under this Declaration.

1.7. "Easements" means all easements provided for, declared or created pursuant to or in accordance with the terms and provisions of this Declaration.

1.8. "Emergency Situation" means a situation impairing or imminently likely to cause or imminently likely to cause bodily

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injury to persons or substantial physical damage to the Building or any property in, on, under, within, upon or about the Building or substantial economic loss to the Owner of Parcel A or the Owner of Parcel B. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

1.9. "Maintenance" means and includes the operation, maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, painting, landscaping, snow removal, installation and replacement when necessary or desirable of the affected portion of the Common Areas and includes the right of access to and the right to remove or replace portions of the Common Areas for any of the above purposes, subject, however, to any limitations set forth elsewhere in this Declaration, and to the additional restrictions that the right of access by one Owner to the portion of the Common Areas owned by another Owner (i) shall be subject to such reasonable rules and regulations as are imposed by the Owner of the portion of the Common Areas so affected and (ii) shall be exercised in a manner to minimize to the extent practical the inconvenience caused to the Owner of the portion of the Common Areas so affected.

1.10. "Operating Expenses" means only those direct and actual costs and expenses of services for Maintenance.

1.11. "Owner of Parcel A" initially means First Illinois Bank of LaGrange, as Trustee under Trust No. 9303 established pursuant to Trust Agreement dated January 20, 1989 and shall include the person or persons or entity or entities whose estates or interests, individually or collectively, aggregate, from time to time, fee simple ownership of Parcel A (but excluding the owner or owners of the beneficial interest therein). Owner of Parcel A shall include any lender-in-possession as a result of the exercise of its rights under any mortgage loan documents encumbering Parcel A.

1.12. "Owner of Parcel B" initially means American National Bank and Trust Company of Chicago, as Trustee under Trust No. 109760-09, established pursuant to Trust Agreement dated November 1, 1989 and shall include the person or persons or entity or entities whose estates or interests, individually or collectively, aggregate, from time to time, fee simple ownership of Parcel B (but excluding the owner or owners of the beneficial interest therein). Owner of Parcel B shall include any lender-in-possession as a result of the exercise of its rights under any mortgage loan documents encumbering Parcel B.

1.13. "Owner" means either the Owner of Parcel A or the Owner of Parcel B, as the context requires. "Owners" means both the Owner of Parcel A and the Owner of Parcel B.

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1.14. "Parcel A" means that portion of the Premises legally described on Exhibit A attached hereto.

1.15. "Parcel A Building" means the one story masonry medical building constructed at the Owner of Parcel A's sole cost and expense on Parcel A, pursuant to plans and specifications prepared by Architect.

1.16. "Parcel A Building Contractor" shall mean the general contractor or contractors who agree to construct the Parcel A Building pursuant to the Plans for Parcel A Building in accordance with a construction contract entered into with the Owner of Parcel A.

1.17. "Parcel A Easement Facilities" means Common Areas and Easements located on Parcel B benefitting the Owner of Parcel A.

1.18. "Parcel B" means that portion of the Premises legally described on Exhibit B attached hereto.

1.19. "Parcel B Building" means the one story masonry medical building constructed at the Owner of Parcel B's sole cost and expense on Parcel B, pursuant to plans and specifications prepared by Architect.

1.20. "Parcel B Building Contractor" shall mean the general contractor or contractors who agree to construct the Parcel B Building pursuant to the Plans for Parcel B Building in accordance with a construction contract entered into with the Owner of Parcel B.

1.21. "Parcel B Easement Facilities" means Common Areas and Easements located on Parcel A benefitting the Owner of Parcel B.

1.22. "Parking Area" means that area consisting of parking spaces and certain driveways, stopping areas and loading area located on or to be located on Parcel A and Parcel B as shown and designated on the Site Plan.

1.23. "Plans for Parcel A Building" means those architectural and engineering drawings and specifications prepared by the Architect and used for the original construction of the Parcel A Building as described on Exhibit D attached hereto. The Parcel A Plans may be changed, altered or supplemented as construction continues after the date this Declaration is recorded, provided that said changes, alterations and supplements do not materially affect Parcel B, the Parcel B Building or Parcel B Easement Facilities. In the event of any conflict between the Plans for Parcel A Building and the Site Plan delivered to the Owner of Parcel B, the Plans for Parcel A Building shall control.

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1.24. "Plans for Parcel B Building" means those architectural and engineering drawings and specifications prepared by the Architect and used for the original construction of the Parcel B Building as described on Exhibit E attached hereto. The Parcel B Plans may be changed, altered or supplemented as construction continues after the date this Declaration is recorded, provided that said changes, alterations and supplements do not materially affect Parcel A, the Parcel A Building or Parcel A Easement Facilities. In the event of any conflict between the Plans for Parcel B Building and the Site Plan delivered to the Owner of Parcel A, the Plans for Parcel B Building shall control.

1.25. "Premises" means the real estate located at 1600 West Central Road, Arlington Heights, Illinois, as legally described on Exhibit A, attached hereto and the Parcel A Building to be constructed thereon pursuant to the Plans for the Parcel A Building and the real estate located at 1602 West Central Road, Arlington Heights, Illinois, as legally described on Exhibit B attached hereto and the Parcel B Building to be constructed thereon pursuant to the Plans for the Parcel B Building.

1.26. "Recorder" means the Office of the Recorder of Deeds, Cook County, Illinois or any successor governmental agency.

1.27. "Trash Disposal Area" means that area to be used by the Owners for trash storage and disposal currently located on Parcel B as shown and designated as "Trash" on the Site Plan or such area or areas that may hereafter be located on Parcel A or Parcel B used for such purposes.

ARTICLE IX

CONSTRUCTION

2.1. Owner of Parcel A shall construct the Parcel A Building and related improvements and the Owner of Parcel B shall construct the Parcel B Building and related improvements.

2.2. Owner of Parcel A has or intends to enter into a construction contract with the Parcel A Building Contractor for the construction and completion of the Parcel A Building (the "Parcel A Building Contract"). Owner of Parcel B has or intends to enter into a construction contract with the Parcel B Building Contractor for the construction and completion of the Parcel B Building (the "Parcel B Building Contract"). The Parcel A Building Contractor and the Parcel B Building Contractor shall be the same general contractor or contractors. Owner of Parcel B shall have no obligations whatsoever with regard to the Parcel A Building Contract and Owner of Parcel A shall have no obligations whatsoever with regard to the Parcel B Building Contract. Nothing contained herein shall give Owner of Parcel B any rights under the Parcel A Building Contract at any time and nothing herein contained shall

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give Owner of Parcel A any rights under the Parcel B Building Contract at any time.

2.3. Owners shall retain for the planning, designing and construction of the Common Areas the same professional consultants, such as planners, landscape architects or designers and engineers and have entered or shall enter into contracts with each individually. From time to time, Owner of Parcel A shall deliver or cause to be delivered to Owner of Parcel B and Owner of Parcel B shall deliver or cause to be delivered to Owner of Parcel A the plans and specifications for the design and construction of the Common Areas of Parcel A and Parcel B, respectively. Owner of Parcel B shall have the right to approve such plans and specifications for Parcel A and Owner of Parcel A shall have the right to approve such plans and specifications for Parcel B. Such approvals shall not be unreasonably withheld, in any event, failure of an Owner to respond thereto within thirty (30) days of receipt of copies of such plans and specifications shall be deemed approval thereof. Notwithstanding the individual contracts to be entered into by Owners, as hereinabove provided, Owners agree that all costs for planning, designing and constructing the Common Areas shall be paid equally by them.

ARTICLE III

EASEMENTS IN FAVOR OF PARCEL A AND PARCEL B

3.1. The following perpetual (unless specifically designated otherwise herein) easements in, to, under, over, upon, through and about portions of Parcel A are hereby granted, declared and created by Owner of Parcel A in favor of Owner of Parcel B for the benefit of Parcel B:

A. A non-exclusive easement for ingress and egress by persons, material and equipment over, on, across and through Parcel A to the extent reasonably necessary to permit the construction, maintenance, repair, replacement, restoration or reconstruction of Parcel B, the Parcel B Building or the Parcel B Easement Facilities as required or permitted pursuant to this Declaration, including, without limitation, to the extent reasonably necessary to exercise the Easements set forth in this Section 3.1.

B. A non-exclusive easement for ingress, egress and access by persons and vehicles over, on and across the Common Areas of Parcel A as shown and designated on the Site Plan for the use of Parcel B Building (including rights of ingress, egress and access by invitees, licensees, tenants, guests and employees of Owner of Parcel B to the Parcel B Building).

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C. The rights under any of the foregoing easements in this Section 3.1 shall not be exercised so as to unreasonably disturb the ownership of or the business being conducted in the Parcel A Building.

The exercise of rights under any of the foregoing easements in this Section 3.1 shall be subject to such reasonable rules and regulations as shall be adopted or imposed by the Owner of Parcel A from time to time.

3.2. The following perpetual (unless specifically designated otherwise herein) easements in, to, under, over, upon, through and about portions of Parcel B are hereby granted, declared and created by Owner of Parcel B in favor of Owner of Parcel A for the benefit of Parcel A:

A. A non-exclusive easement for ingress and egress by persons, material and equipment over, on, across and through Parcel B to the extent reasonably necessary to permit the construction, maintenance, repair, replacement, restoration or reconstruction of Parcel A, the Parcel A Building or the Parcel A Easement Facilities as required or permitted pursuant to this Declaration, including, without limitation, construction to the extent reasonably necessary to exercise the Easements set forth in this Section 3.2.

B. A non-exclusive easement for ingress and egress and access by persons and vehicles over, on and across the Common Areas of Parcel B as shown and designated on the Site Plan for the use of Parcel A Building (including rights of ingress, egress and access by invitees, licensees, tenants, guests and employees of Owner of Parcel A to the Parcel A Building).

C. The rights under any of the foregoing easements in this Section 3.2 shall not be exercised so as to unreasonably disturb the ownership of or the business being conducted in the Parcel B Building.

The exercise of rights under any of the foregoing easements in this Section 3.2 shall be subject to such reasonable rules and regulations as shall be adopted or imposed by the Owner of Parcel B from time to time.

3.3. Easements provided for, declared or created under Section 3.1 shall be binding upon Parcel A and the Owner of Parcel A and run in favor of and inure to the benefit of the Owner of Parcel B and be appurtenant to Parcel B and shall be deemed covenants running with the land.

3.4. Easements provided for, declared or created under Section 3.2 shall be binding upon Parcel B and the Owner of Parcel B and run in favor of and inure to the benefit of the Owner of Parcel A

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and be appurtenant to Parcel A and shall be deemed covenants running with the land.

3.5. The Owner of Parcel A shall have the right to relocate any of the easements over, upon, across or through which any of the easements granted and declared in favor of Owner of Parcel B and the Parcel B Building shall run or be located, so long as the rights granted to the Owner of Parcel B and the Parcel B Building are not materially impaired or interrupted.

3.6. The Owner of Parcel B shall have the right to relocate any of the easements over, upon, across or through which any of the easements granted and declared in favor of Owner of Parcel A and the Parcel A Building shall run or be located, so long as the rights granted to the Owner of Parcel A and the Parcel A Building are not materially impaired or interrupted.

ARTICLE IV

SERVICES TO BE PERFORMED BY OWNER OF PARCEL A AND OWNER OF PARCEL B

4.1. Either Owner may pay all Operating Expenses and request reimbursement from the other Owner for one-half of such Operating Expenses and said amount shall be paid within thirty (30) days following the receipt of a written request for payment, provided, however, that Operating Expenses for any item of Maintenance which is expected to cost in excess of \$500.00 shall have been approved in advance by the Owners. Such approval may be withheld only for reasons consistent with the provisions of this Declaration.

At the time that an Owner so requests payment, the Owner shall, at the request of the other Owner, submit invoices, receipts or other documents evidencing the amount of Operating Expenses paid or to be paid.

4.2. The Owners shall perform Maintenance on, and keep the Common Areas in good and safe order and condition, and shall make all repairs or replacements of, in or on the Common Areas, including work which involves ordinary or extraordinary repairs or replacements, necessary to keep the same in safe first-class order and condition, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise and the Owners shall share equally the cost thereof. Notwithstanding anything to the contrary contained herein, if either of the Owners or their invitees, licensees, tenants, guests or employees shall negligently or intentionally cause damage to or destruction to the Common Areas, or a part

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thereof, then such Owner shall bear the entire cost of repair, replacement or restoration thereof.

4.3. If at any time a Defaulting Owner fails to pay to the Creditor Owner any sum of money payable to the Creditor Owner pursuant to the provisions of this Article IV within thirty (30) days after receipt of written notice from the Creditor Owner demanding payment of said sum of money, then in addition to any other rights or remedies that the Creditor Owner may have under this Declaration or at law or in equity, Creditor Owner shall have the right to impose a lien against the Parcel owned by the Defaulting Owner to secure the payment of any sum of money owed to the Creditor Owner pursuant to Article IV, or any other provision of this Declaration, together with all interest on such sum accruing pursuant to the provisions of 9.1 and all costs, fees and expenses relating to collecting same. Such lien shall arise immediately upon the recording of a notice by the Creditor Owner with the Recorder and may be enforced by a proceeding in equity to foreclose such lien in like manner as a mortgage of real property in the State of Illinois or by any other remedy available by statute or at law or in equity. Such lien shall continue in full force and effect until such sum of money and any accrued interest thereon and costs, fees and expenses related to collecting same, shall have been paid in full. The lien provided for in this Section shall be superior to and take precedence over any mortgage, trust deed or other encumbrance constituting a lien on the Parcel owned by the Defaulting Owner, other than bona fide mortgages or trust deeds existing of record at the time of the recording of the notice of lien. The holder of a mortgage or trust deed shall have the right to be subrogated to the position of the holder of any lien arising pursuant to this Section affecting the property secured by its mortgage or trust deed upon payment of the amount secured by such lien.

4.4. Notwithstanding the provisions of Section 4.3 hereof, the Creditor Owner shall not have the right to impose a lien against the Parcel owned by the Defaulting Owner if the Defaulting Owner in good faith disputes in writing (with full statement for reasons therefor) its obligation to pay said sum of money, pays the undisputed portion of said sum and diligently contests any action or proceeding brought to collect said sum of money or to enforce any lien therefor (as hereinafter provided), or brings an action to determine the respective rights of the parties to such dispute and diligently prosecutes the same and the Creditor Owner shall not have the right to impose said lien until it shall be finally determined by a final non-appealable order of a court of competent jurisdiction that the Defaulting Owner is obligated to pay said sum of money and thereafter said sum of money remains unpaid.

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ARTICLE V

PROVISIONS REGARDING USE

5.1. Subject all times to the provisions of Article VI hereof, the Parcel A Building and the Parcel B Building shall be used as medical office buildings, including such commercial or retail uses generally conducted or operated in a first-class medical office building in Cook County, Illinois. In addition, the Parcel A Building and the Parcel B Building may be used for any other legal, commercial or retail uses approved by the other Owner, which approval shall not be unreasonably withheld or delayed.

5.2. All uses of the Parcel A Building and the Parcel B Building shall (1) comply with all federal, state and local laws, including building and zoning laws and ordinances, applicable thereto; and (2) be consistent with the operation of a first-class medical office building in Cook County, Illinois.

5.3. Each Owner shall have the right to install exterior signage of the same design and style on its Building, which signage shall be in keeping with the criteria established by Owners.

ARTICLE VI

COMPLIANCE WITH LAWS; REMOVAL OF LIENS; ZONING

6.1. Subject to the terms of the Agreement, the Owner of Parcel A and the owner of Parcel B:

A. Shall each comply with all laws, statutes, codes, rules, orders, decrees, ordinances, regulations and requirements now or thereafter enacted or promulgated by the United States of America, State of Illinois, County of Cook, Village of Arlington Heights and any other entity or agency now or hereafter having jurisdiction of the Premises or any portion thereof;

B. Shall each operate its respective Building in a manner which will not jeopardize the full force or effect of any certificate of occupancy issued to such other Owner or for the Building itself, jeopardize such other Owner's right to occupy or utilize beneficially its portion of the Premises or any part thereof, or result in the imposition of a lien against any of the property of the other Owner; and

C. Shall each comply with all rules, regulations and requirements of any insurance rating bureau having jurisdiction over the Premises or any portion thereof or the requirements of any insurance policy affecting insurance coverage on the other Owner's

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portion of the Premises if noncompliance by it with respect to its portion of the Premises or any portion thereof would (i) increase the premiums of any policy of insurance maintained by the other Owner or the premiums of any policy of insurance maintained by both Owners, or (ii) render the other Owner's portion of the Premises uninsurable, or (iii) create a valid defense to the other Owner's right to collect insurance proceeds under policies insuring such other Owner's portion of the Premises.

provided, however, that if such compliance is hereafter required solely because of the nature of the use, possession or management of or activities in the other Owner's portion of the Premises, such other Owner shall be liable for the cost and expense of such compliance. If at any time either Owner so obligated to comply shall not proceed diligently with any such compliance and such failure to proceed shall adversely and materially affect the other Owner, then the Creditor Owner may give written notice to the Defaulting Owner, specifying the respect or respects in which the cure of such noncompliance is not proceeding diligently and, if upon expiration of ten (10) days after the receipt of such notice, any such cure of the noncompliance is still not proceeding diligently, then the Creditor Owner may cause such compliance to occur by taking all appropriate steps to carry out the same. The Creditor Owner shall be entitled to reimbursement upon demand from Defaulting Owner for all costs and expenses incurred by Creditor Owner in connection with causing any such compliance to occur and shall also have the rights set forth in Section 4.3 hereof.

6.2. The Owner of Parcel A or the Owner of Parcel B shall remove, within thirty (30) days after the filing thereof, any mechanics, materialmen's or any other like lien on the other Owner's portion of the Premises, or on its portion of the Premises arising by reason of its acts or any work or materials which it has ordered, including, without limitation, the construction of the Parcel A Building and the Parcel B Building. In the event the Defaulting Owner fails to remove any such lien within such thirty (30) day period, the Creditor Owner may take such action as the Creditor Owner may deem necessary to remove such lien. The Creditor Owner shall be entitled to reimbursement from the Defaulting Owner for all costs and expenses incurred by the Creditor Owner in removing or attempting to remove such lien and shall also have the rights set forth in Section 4.3 hereof. However, the Defaulting Owner shall not be required to remove such lien within thirty (30) days after the filing thereof, provided that within said thirty (30) day period such lien cannot be foreclosed and the Defaulting Owner (a) shall in good faith diligently proceed to contest the same by appropriate proceedings and shall give written notice to the Creditor Owner of its intention to contest the validity or amount of such lien and (b) shall deliver to the Creditor Owner either (i) cash or a surety bond from a responsible surety company acceptable to the Creditor Owner in an amount equal to one hundred fifty percent (150%) of the

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lien claim and all interest and penalties then accrued thereon or such greater amount as may reasonably be required to assure payment in full of the amount claimed plus all penalties, interest and costs which may thereafter accrue by reason of such lien claim, (ii) title insurance in form and substance, and issued by a title insurer licensed in Illinois acceptable to Creditor Owner, or (iii) other security reasonably acceptable to the Creditor Owner.

6.3. Each Owner (hereinafter in this Section 6.3, the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify and hold harmless the other Owner (hereinafter in this Section 6.3, the "Indemnitee") from and against any and all claims against Indemnitee for losses, liabilities, damages, judgments, reasonable costs and expenses and any actions or proceedings arising therefrom, asserted by or on behalf of any person, firm, corporation or governmental authority, other than the Indemnitee, arising from the indemnifying Owner's use, possession or management of the Indemnifying Owner's portion of the Premises or activities therein or arising out of the Indemnifying Owner's use, exercise or enjoyment of the Easements granted or created herein, and from and against all reasonable costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, Indemnifying Owner, upon notice from Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to Indemnitee. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to Indemnitee. Notwithstanding anything contained in this Section 6.3 to the contrary, Indemnifying Owner shall not be obligated to indemnify Indemnitee for any claim or other matter arising out of the negligence or misconduct of Indemnitee or its agents, employees, guests, invitees or tenants.

6.4. Without limiting the provisions of Section 6.1(a), neither the Owner of Parcel A nor the Owner of Parcel B shall make any Alterations (as defined in Section 14.1) or allow any use of their respective portions of the Premises or take or fail to take any action which would violate the provisions of the Arlington Heights, Illinois Zoning Ordinance, as amended from time to time. The Plans for Parcel A Building which Owner of Parcel A shall cause to be prepared shall comply in all respects with the current Arlington Heights, Illinois Zoning Ordinance. The Plans for Parcel B Building which Owner of Parcel B Building shall cause to be prepared shall comply in all respects with the current Arlington Heights, Illinois Zoning Ordinance.

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ARTICLE VII

INSURANCE

7.1. The Owner of Parcel A and the Owner of Parcel B shall each procure and maintain at all times during the existence of this Declaration a Comprehensive General Liability Insurance Policy which will insure each Owner, covering claims for personal and bodily injury occurring in, on, under, within, upon or about the Premises, or as a result of operations thereon (including contractual liability covering obligations created by this Declaration including, but not limited to, those indemnify obligations contained herein), in such amounts as may be required by law and as from time to time shall be carried by prudent owners of first-class medical office buildings in Cook County, Illinois, but in all events for limits of not less than \$1,000,000.00 per occurrence on an occurrence form of coverage basis.

7.2. At all times during the existence of this Agreement the Owner of Parcel A shall procure and maintain a policy of insurance on the improvements constructed on Parcel A, and the Owner of Parcel B shall procure and maintain a policy of insurance on the improvements constructed on Parcel B. The policies of insurance on such improvements shall be written from the perils of all risks on a replacement cost basis and at a limit of liability representing no less than ninety (90%) percent of the replacement cost of the improvements constructed on Parcel A and the improvements constructed on Parcel B.

7.3. The Owners hereby agree with respect to each of the insurance policies required in Section 7.1 and Section 7.2 hereof that whenever practical and feasible the interest of the Owner of Parcel A and the Owner of Parcel B shall be insured by the same insurance companies, provided that such insurance insuring the Owners jointly by the same insurance company is obtainable at competitive rates. Such policies may be issued in combination covering one or several items and covering jointly the interests of each Owner. In the case of any insurance policy covering the Owners jointly, the Owners shall apportion the premium based on the manner in which the insurance company has underwritten the risks. Such policies may also be issued separately by the same insurance company with respect to each Owner's interest in the Premises. Insurance policies required by Section 7.1 and Section 7.2 hereof shall be purchased from insurance companies authorized and licensed to transact business in the State of Illinois who shall hold a current Policyholder's Alphanumeric and Financial Size Category Rating of not less than A XII according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service.

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7.4. Each policy described in Section 7.1 and Section 7.2 hereof: (i) shall provide that the knowledge or acts or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under any such policy; and (ii) shall provide for a minimum of thirty (30) days' advance written notice of cancellation, non-renewal or material modification thereof to all insured thereunder unless such cancellation is for non-payment of premium, in which case only ten (10) days' advance written notice shall be sufficient.

7.5. Copies of all renewal insurance policies or certified binders delineating all forms of coverage and endorsements required hereunder shall be delivered by each Owner to the other Owner at least thirty (30) days prior to the expiration date of any such expiring insurance policy. Should an Owner fail to provide and maintain any policy of insurance required under this Article VII or pay its share of the premiums or other costs for any joint policies, then the other Owner may purchase such policy and the costs thereof (or the Defaulting Owner's share of such costs) shall be due from the Defaulting Owner within ten (10) days after the Creditor Owner's written demand therefor. In addition, the Creditor Owner shall have the rights set forth in Section 4.3 hereof.

7.6. Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or unreasonably increase the premiums for such policy or policies unless the party to be benefited by such waiver pays such increase, and without limiting any release of waiver of liability or recovery contained elsewhere in this Declaration, each Owner hereby waives all claims for recovery from the other Owner for any loss or damage to any of its property insured (or required hereunder to be insured) under valid and collectible insurance policies to the extent of any recovery collectible (or which would have been collectible had such insurance required hereunder been obtained) under such insurance policies plus any deductible amounts.

ARTICLE VIII

PARKING

8.1. Owner of Parcel A hereby grants, declares and creates in favor of Owner of Parcel B a non-exclusive easement for the benefit of Parcel B for the use of the Parking Area situated on Parcel A. Said spaces shall be for the use of Owner of Parcel B and its business invitees, licensees, guests, tenants and employees in common with the Owner of Parcel A and its business invitees, licensees, guests, tenants and employees.

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8.2. Owner of Parcel B hereby grants, declares and creates in favor of Owner of Parcel A a non-exclusive easement for the benefit of Parcel A for the use of the Parking Area situated on Parcel B. Said spaces shall be for the use of Owner of Parcel A and its business invitees, licensees, guests, tenants and employees in common with the Owner of Parcel B and its business invitees, licensees, guests, tenants and employees.

8.3. The use of the Parking Area by Owner of Parcel A and Owner of Parcel B and their respective business invitees, licensees, guests, tenants and employees shall be subject to such reasonable rules and regulations as shall be adopted and imposed by the Owners.

ARTICLE IX

RIGHTS AND REMEDIES

9.1. Interest shall accrue on sums owed by a Defaulting Owner to a Creditor Owner and shall be payable from the date any such sum first became due hereunder until paid in full, at a rate of interest equal to the lesser of: (i) the floating rate which is equal to three percent (3%) per annum in excess of the annual rate of interest from time to time announced by American National Bank and Trust Company of Chicago at Chicago, Illinois as its "prime" rate of interest or (ii) the then maximum lawful rate of interest in Illinois applicable to the capacity of the Defaulting Owner and the nature of the debt. In the event a "prime" rate is not announced, and no maximum lawful rate applies, then interest shall accrue at the annual rate of fifteen percent (15%).

9.2. Subject to the limitations set forth in Article XI hereof, or as otherwise specifically set forth herein, the rights and remedies of an Owner provided for in this Article IX or elsewhere in this Declaration are cumulative and not intended to be exclusive of any other remedies to which such Owner may be entitled at law or in equity or by statute. Either Owner may enforce, by a proceeding in equity for mandatory injunction, the other Owner's obligation to execute or record any documents which such other Owner is required to execute under or pursuant to this Declaration. The exercise by such Owner of any right or remedy to which it is entitled hereunder shall not preclude or restrict the exercise of any other right or remedy provided hereunder.

9.3. Each claim of any Owner arising under this Declaration shall be separate and distinct, and no defense, set-off, offset or counterclaim of any Owner shall thereby be or become a defense, set-off, offset or counterclaim against the enforcement of any other lien or claim.

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9.4. Actions to enforce any right or claim under this Declaration shall be commenced within three (3) years immediately following the date the cause of action accrued, or such other shorter period as may be provided by law or statute.

9.5. A Defaulting Owner shall pay the reasonable attorneys' fees and court costs paid or incurred by a Creditor Owner in successfully enforcing its rights against the Defaulting Owner under this Declaration.

ARTICLE X

UNAVOIDABLE DELAYS

Neither the Owner of Parcel A nor the Owner of Parcel B shall be deemed to be in default in the performance of any obligation created under or pursuant to this Declaration, other than an obligation requiring the payment of a sum of money, if and so long as non-performance of such obligation shall be caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, lockouts, inability to obtain labor or materials, war or national defense pre-emptions, acts of God, energy shortages or similar causes beyond the reasonable control of such Owner (other than inability to make payment of money) ("Unavoidable Delay"), and the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. The Owner unable to perform (hereinafter in this Article the "Non-Performing Owner") shall notify the other Owner in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. The Non-Performing Owner shall, from time to time upon written request of the other Owner, keep the other Owner fully informed, in writing, of all further developments concerning any such Unavoidable Delay.

ARTICLE XI

LIMITATION OF LIABILITY

Notwithstanding anything in this Declaration to the contrary, no judgment against any Owner of any portion of the Premises, except for gross negligence or wilful or wanton misconduct, shall be subject to execution on, or be a lien on any assets of, such Owner other than that Owner's portion, estate or interest in the Premises or insurance or condemnation proceeds relating thereto.

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ARTICLE XII

ESTOPPEL CERTIFICATES

12.1. The Owner of Parcel A or the Owner of Parcel B shall, from time to time, within ten (10) days after receipt of written request from the other Owner, execute, acknowledge and deliver to the other Owner or to any existing or prospective purchaser or lender designated by the other Owner, a certificate ("Estoppel Certificate") stating:

A. That the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying any such modifications;

B. Whether there is any existing default hereunder (or grounds therefor after giving the requisite notice hereunder) by the other Owner and, if so, specifying the nature and extent thereof;

C. Whether there are any sums (other than those arising out of the normal course of operation of the Building within the previous forty five (45) days) which the Owner executing such Estoppel Certificate is entitled to receive or demand from the other Owner, and if there is any such sum, specifying the nature and amount thereof;

D. Whether the Owner executing the Estoppel Certificate has performed or is performing work other than services pursuant to Article IV hereof, the cost of which such owner is or will be entitled to charge in whole or in part to the other Owner under the provisions hereof, but has not yet charged to such other Owner, and if there be any such work, specifying the nature and extent thereof.

E. The nature and extent of any set-offs, claims, counterclaims or defenses then being asserted or capable of being asserted after giving the requisite notice, if any required hereunder or otherwise known by the Owner against the enforcement of the other Owner's obligations hereunder;

F. The current address or addresses to which notices given to the Owner executing such Estoppel Certificate are required to be mailed under Article XIV hereof; and

G. Such other facts or conclusions as may be reasonably requested.

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ARTICLE XIII

ALTERATIONS

13.1. A. The exteriors of the Buildings shall to the extent possible, be identical in design and construction. Except as otherwise expressly required or permitted, the Owner of Parcel A may at any time, at the sole cost and expense of the Owner of Parcel A, make additions, improvements or alterations (hereinafter in this Article XIII "Alterations") to the Parcel A Building or the Parcel A Easement Facilities and the Owner of Parcel B may at any time, at the sole cost of the Owner of Parcel B, make Alterations to the Parcel B Building or the Parcel B Easement Facilities (such Owner making or proposing to make Alterations hereinafter in this Article XIII, "Altering Owner"), provided that such Alterations comply with the balance of this Section 13.1 and all of the other provisions of this Article XIII.

B. Alterations shall not be made without the prior written consent of the other Owner if such Alterations will:

(1) Unreasonably diminish the benefits afforded to such other Owner by any Easement or unreasonably interrupt such other Owner's use or enjoyment of any such Easement;

(2) Change the design and construction of the exterior of the Building;

(3) Increase the costs or expenses for which such other Owner is or would be responsible pursuant to Article IV hereof;

(4) Violate any federal, state or local ordinance applicable to Parcel A, the Parcel A Building, the Parcel A Building Facilities, Parcel B, the Parcel B Building or the Parcel B Building Facilities.

The Owner of Parcel A shall not make any Alterations without the consent of the Owner of Parcel B if such Alterations affect other than minimally or incidentally the design or construction of the exterior of the Parcel A Building, the Easements for the benefit of Parcel B and the Parcel B Building created hereunder or the Parcel B Easement Facilities.

The Owner of Parcel B shall not make any Alterations without the consent of the Owner of Parcel A if such Alterations affect other than minimally or incidentally the design or construction of the exterior of the Parcel B Building, the Easements for the benefit of Parcel A and the Parcel A Building created hereunder or the Parcel A Easement Facilities.

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C. If, at any time, the Altering Owner proposes to make any Alterations which require or could possibly require the consent of the other Owner as described in Section 13.1.B above, then before commencing or proceeding with such Alterations, the Altering Owner shall deliver to the other Owner a copy of the plans and specifications showing the proposed Alterations and a reference to this Section 13.1. If the other Owner does not disapprove in writing of the proposed Alterations within thirty (30) days after receipt of all information relative thereto required to be delivered hereunder, such work shall be deemed approved by such other Owner. If such other Owner shall consent (or be deemed to have consented) to such Alterations or state that their consents are not required, the Altering Owner may proceed to make its Alterations substantially in accordance with said plans and specifications. If the Altering Owner has not requested the other Owner's consent to the proposed Alterations, and if, in the good faith opinion of the other Owner the Altering Owner has violated or will violate the provisions of Section 13.1.A or 13.1.B, such Owner (the "Objecting Party") believing a violation exists shall notify the Altering Owner of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of Section 13.1.A or 13.1.B hereof, and shall specify the respect or respects in which its provisions are or will be violated. If an Objecting Party in good faith asserts a violation of Section 13.1.A or 13.1.B, then the Altering Owner shall not commence with the Alterations or proceed with the Alterations, if already commenced, until the matter has been resolved. In addition to any other legal or equitable rights or remedies to which the Objecting Party may be entitled by reason of an Altering Owner's violation or likely violation of the provisions of this Section 13.1, the Objecting Party shall be entitled to seek and obtain injunctive relief to enjoin any such violation.

D. If any matter arises between the Owner of Parcel A and the Owner of Parcel B with respect to whether any Alterations or proposed Alterations violate the provisions of Section 13.1.A or 13.1.B, then either Owner shall submit such matter to a qualified architect mutually acceptable to Owner of Parcel A and Owner of Parcel B for its advice, and such architect shall render its opinion whether the Alterations or proposed Alterations violate the provisions of Section 13.1.A or 13.1.B hereof. If the Owner of Parcel A and the Owner of Parcel B are unable to agree upon a mutually acceptable qualified architect, then each Owner shall appoint an acceptable architect and the two architects so appointed shall appoint a third architect mutually acceptable to them, and a majority of the three architects so appointed shall render their opinion whether the Alterations or proposed Alterations violate the provisions of Section 13.1.A or Section 13.1.B hereof. The decision of such architect or architects, as the case may be, shall be binding and conclusive on the Owners. The non-prevailing party shall pay the cost of retaining such architect or architects.

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ARTICLE XIV

NOTICES

14.1. All notices, demands, elections or other communications required, permitted or desired to be served hereunder shall be in writing and shall be delivered in person or mailed as certified or registered matter, postage prepaid, return receipt requested, addressed as below stated:

For Notices to Owner
of Parcel A:

First Illinois Bank of LaGrange
as Trustee under Trust No.
9303
14 South LaGrange Road
LaGrange, Illinois 60525

with a copy to:

Michael G. Steichen, D.D.S.
1600 West Central Road
Arlington Heights, Illinois 60005

For Notices to Owner
of Parcel B:

American National Bank and Trust
Company of Chicago, as Trustee
under Trust No. 109760-09
13 North LaSalle Street
Chicago, Illinois 60602

Attention: Land Trust Department

with a copy to:

Drs. Stephen A. Vile and
Lawrence D. Volin
1602 West Central Road
Arlington Heights, Illinois 60005

14.2. Any notice, demand, election or other communication delivered as aforesaid shall be deemed received when delivered and any notice, demand, election or other communication mailed as aforesaid shall be deemed received five (5) business days after deposit in the United States mail, or upon actual receipt, whichever is earlier. The parties to be served and addresses for service of notice may be changed by written notice served as hereinabove provided at least ten (10) days prior to the effective date of any such change. Nothing herein contained, however, shall be construed to preclude service of any notice, demand, election or other communication in the same manner that service of a summons or legal process may be made.

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ARTICLE XV

GENERAL

15.1. Neither Owner shall have any rights, duties or obligations in, to or under this Declaration until this Declaration has been recorded in the Office of the Recorder.

15.2. In fulfilling obligations and exercising rights under this Declaration, each Owner shall cooperate with the other Owner to promote the efficient operation of each respective portion of the Premises and the harmonious relationship between the Owners and to protect the value of each Owner's respective portion, estate or interest in the Premises. To that end, each Owner shall share information which it possesses relating to matters which are the subject of this Declaration, except such information as such Owner may reasonably deem confidential or which may be the subject of litigation and which such Owner is prohibited from revealing pursuant to court order. From time to time after the date hereof, each Owner shall furnish, execute and acknowledge, without charge (except where elsewhere provided herein) (i) such other instruments, documents, materials and information as the other Owner hereto may reasonably request in order to confirm to such requesting Owner the benefits contemplated hereby, but only so long as any such request does not restrict or abridge the benefits granted the other Owner hereunder, and (ii) such grants of easements to and agreements with utility companies as the other Owner hereto may reasonably request in order to enable such utility company to furnish utility services as required by either Owner.

15.3. The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Declaration.

15.4. The headings of Articles in this Declaration are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles.

15.5. This Declaration may be amended or terminated only by an instrument signed by the then owner of Parcel A and the then Owner of Parcel B, the holder of record of each mortgage encumbering Parcel A or any part thereof, and the holder of record of each mortgage encumbering Parcel B or any part thereof. Any amendment to or termination of this Declaration shall be recorded with the Recorder.

15.6. Except for the perpetual Easements provided for under this Declaration, the covenants, conditions and restrictions contained in this Declaration shall be enforceable by the Owner of

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Parcel A and the Owner of Parcel B and their respective successors and assigns for a term of forty-five (45) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended without further act or deed of the Owners, except as may be required by law, for successive periods of ten (10) years, subject to amendment or termination as hereinabove set forth in Section 15.5.

15.7. Terms used in this Declaration, unless elsewhere defined in this Declaration, shall have the meanings set forth in Article I.

15.8. Easements created hereunder shall not be presumed abandoned by non-use unless the Owner benefited by such Easement states in writing its intention to abandon the Easement.

15.9. The parties hereto acknowledge that this Declaration and all other instruments in connection herewith, have been negotiated, executed and delivered in the Village of Arlington Heights, County of Cook and State of Illinois. This Declaration and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Illinois, including without limitation matters affecting title to all real property described herein.

15.10. This Declaration is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise, except for the rights of a lender secured by Parcel A or Parcel B as provided herein.

15.11. Each provision of the Recitals to this Declaration and each Exhibit attached hereto is hereby incorporated in this Declaration and is an integral part hereof.

15.12. In the event that any easements are required to be granted, declared or created hereunder which are unintentionally omitted from this Declaration or which are required for Owner of Parcel A and/or Owner of Parcel B to exercise the rights and enjoy the benefits appurtenant to their respective portions of the Premises as contemplated or provided herein, Owner of Parcel A and Owner of Parcel B shall enter into such amendments to this Declaration in recordable form to grant, declare or create such additional easements or to modify the terms hereof to give effect to the rights and benefits of the parties contemplated herein.

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, as Owner of Parcel A. All the obligations, duties, agreements, covenants and conditions to

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be performed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO under this Declaration are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the terms, provisions, statements, obligations, duties, agreements, covenants and conditions contained in this Declaration.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but solely as Trustee as aforesaid has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its (Assistant) Vice President and attested by its (Assistant) Secretary, as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee, under Trust No. 109760-09 and not personally

ATTEST:

By: [Signature]
(Assistant) Secretary

By: [Signature]
(Assistant) Vice President

STATE OF ILLINOIS)

COUNTY OF C O O K)

L. M. SOVIENSKI

ss.

I, L. M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter M. Johansen, VICE President of the American National Bank and Trust Company of Chicago, and Lutzus, ASSISTANT Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President, and ASSISTANT Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT Secretary then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the 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, as Trustee as aforesaid, for the uses and purposes therein set forth.

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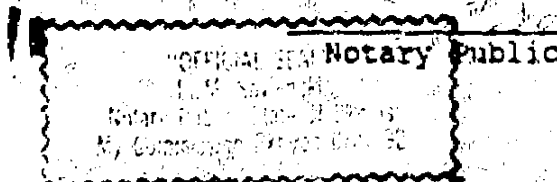
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Given under my hand and notarial seal, this _____ day of _____, 1990.



THIS DECLARATION is executed by First Illinois Bank of LaGrange, 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 obligations, duties, agreements, covenants and conditions to be performed by FIRST ILLINOIS BANK OF LaGRANGE under this Declaration are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against FIRST NATIONAL BANK OF LaGRANGE by reason of any of the terms, provisions, statements, obligations, duties, agreements, covenants and conditions contained in this Declaration.

IN WITNESS WHEREOF, First Illinois Bank of LaGrange, not personally but solely as Trustee as aforesaid has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its (Assistant) Vice President and attested by its (Assistant) Secretary, as of the day and year first above written.

FIRST ILLINOIS BANK OF LaGRANGE,
a national banking association,
as Trustee under Trust No. 9303
and not personally

ATTEST:

By: _____
(Assistant) Vice President

By: _____
(Assistant) Secretary

STATE OF ILLINOIS)

) ss.

COUNTY OF C O O K)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, (Assistant) Vice President of the First Illinois Bank of LaGrange, and _____, (Assistant) Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as

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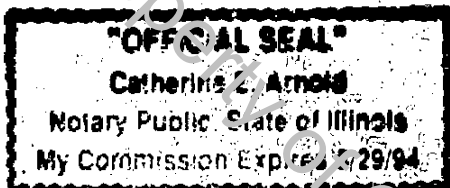
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such the President, and the Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the 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, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of _____ 1990.

Catherine E. Arnold

Notary Public



THIS DOCUMENT PREPARED BY:
Harry S. Wolin
Cohon, Raizes & Regal
208 South LaSalle Street
Suite 1860
Chicago, Illinois 60604

Property Address: 1600 West Central Road
Arlington Heights, Illinois 60005

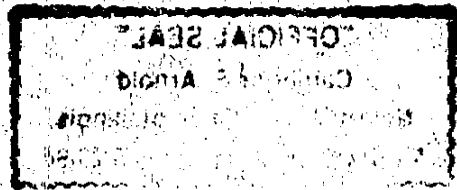
Permanent Index No.: 03-31-302-016

Property Address: 1602 West Central Road
Arlington Heights, Illinois 60005

Permanent Index No.: 03-31-302-015

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EXHIBIT A

LOT 16 IN CENTRAL-WILKE SUBDIVISION OF LOT "1" IN ARTHUR T. MCINTOSH AND COMPANY'S FIRST ADDITION TO ARLINGTON HEIGHTS FARMS, A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF PUBLIC HIGHWAY, WEST OF EAST 844.93 FEET OF SAID SOUTHWEST 1/4, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

LOT 15 IN CENTRAL-WILKE SUBDIVISION OF LOT 1 IN ARTHUR T. MCINTOSH AND COMPANY'S FIRST ADDITION TO ARLINGTON HEIGHTS FARMS, A SUBDIVISION OF THAT PART OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE PUBLIC HIGHWAY AND WEST OF THE EAST 944.92 FEET OF SAID SOUTH WEST 1/4 IN COOK COUNTY, ILLINOIS.

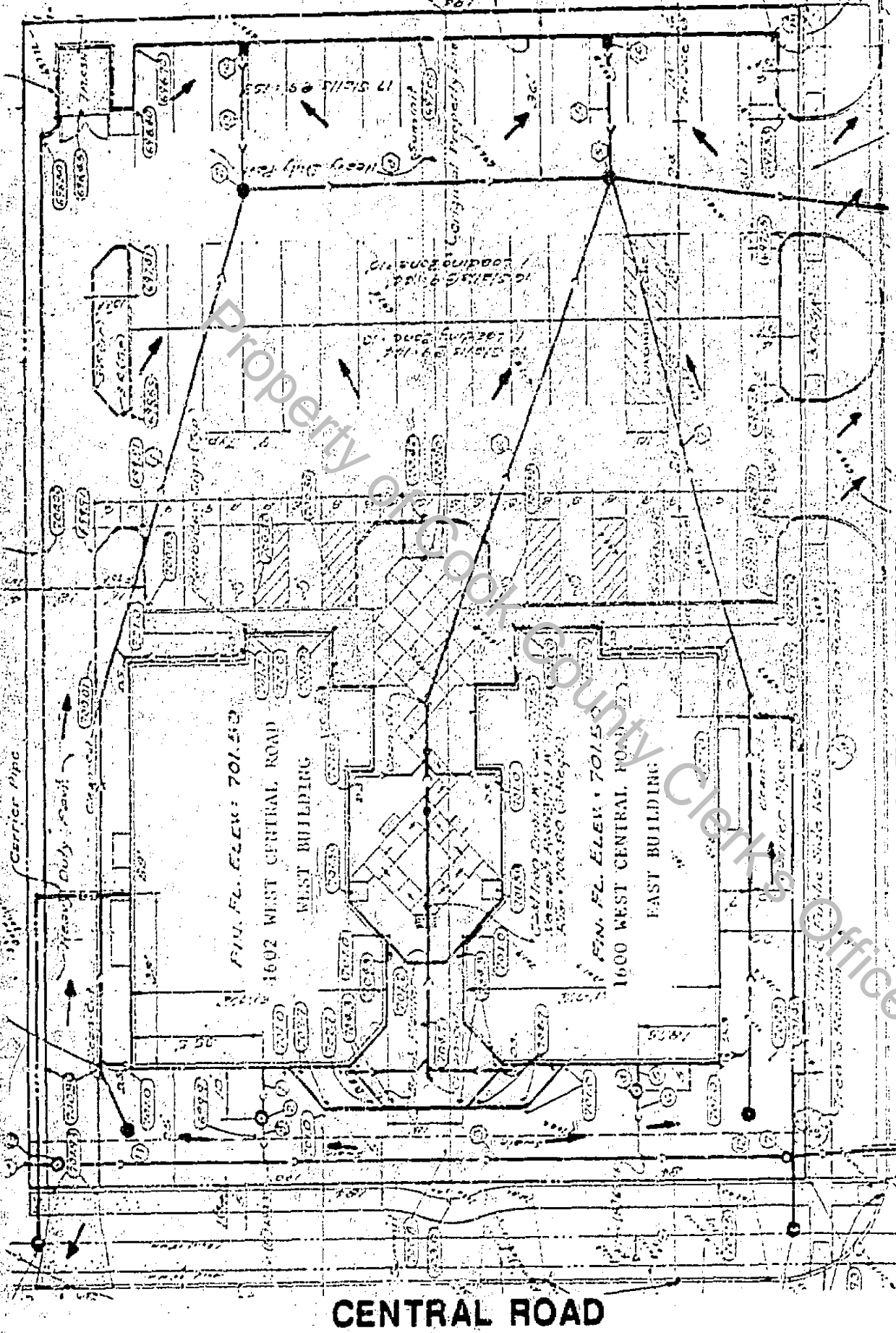
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North

DWYER AVENUE

CENTRAL ROAD

EXHIBIT "C" SITE PLAN

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PLANS FOR PARCEL "A" BUILDING

1600 W. Central Road
Arlington Heights, Illinois

Prepared by
Hundrieser-Gutowsky and Associates, Inc.

TI	TITLE SHEET
C-1	SITE PLAN
C-2	SITE DETAILS
S-1	FOUNDATION PLAN - 1600 CENTRAL
S-2	SLAB PLAN - 1600 CENTRAL
S-5	FOUNDATION PLAN DETAILS
S-6	FOUNDATION SECTIONS AND DETAILS
S-7	FRAMING PLANS AND DETAILS - 1600 & 1602 CENTRAL
A-1	FLOOR PLAN - 1600 CENTRAL
A-3	EXTERIOR ELEVATIONS - 1600 CENTRAL (1602 SIMILAR)
A-4	EXTERIOR ELEVATION, LONGITUDINAL AND TRANSVERSE SECTIONS - 1600 CENTRAL (1602 SIMILAR)
A-5	EXTERIOR WALL SECTIONS
A-6	EXTERIOR WALL SECTION AND DETAILS
A-7	PLAN DETAILS
A-8	STAIR SECTIONS AND DETAILS - 1600 & 1602 CENTRAL
A-9	INTERIOR ELEVATIONS - 1600 CENTRAL
A-10	INTERIOR ELEVATIONS AND CASEWORK SCHEDULE
A-11	DOOR SCHEDULE AND U.L. DESIGN NUMBERS
A-12	ROOM FINISH SCHEDULE AND WALL TYPES
RC-1	REFLECTED CEILING PLAN - 1600 CENTRAL
M-1	BASEMENT MECHANICAL PLAN - 1600 CENTRAL
M-2	FIRST FLOOR MECHANICAL PLAN - 1600 CENTRAL
E-1	LIGHTING FIXTURE SCHEDULE, SYMBOL LIST AND ABBREVIATIONS - 1600 CENTRAL
E-2	SITE PLAN, ONE LINE DIAGRAM AND 1600 CENTRAL BASEMENT PLAN
E-3	1600 CENTRAL FLOOR PLAN - LIGHTING
E-4	1600 CENTRAL FLOOR PLAN - POWER AND SPECIAL SYSTEMS
P-1	BASEMENT PLUMBING PLAN - 1600 CENTRAL
P-2	FIRST FLOOR PLUMBING PLAN - 1600 CENTRAL
P-5	SURGICAL GAS PLUMBING PLAN - 1600 CENTRAL

EXHIBIT "D"

00502760

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PLANS FOR PARCEL "B" BUILDING

1602 W. Central Road
Arlington Heights, Illinois

Prepared by
Hundrieser-Gutdowsky and Associates, Inc.

TI	TITLE SHEET
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S-7	FRAMING PLANS AND DETAILS - 1600 & 1602 CENTRAL
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