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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RECIPROCAL RIGHTS AND EASEMENTS FOR GOLF-ROSELLE DEVELOPMENT (DOC. NO. 88400778)

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RECIPROCAL RIGHTS AND EASEMENTS (this "First Amendment") is made as of the XIV day of January 1992 by CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Agreement dated June 19, 1968 and known as Trust No. 52271 (the "Declarant").

RECITALS:

A. Declarant executed that certain Declaration of Covenants, Conditions, Restrictions, Reciprocal Rights and Easements dated December 23, 1987 and recorded with Recorder of Deeds for Cook County, Illinois on September 1, 1988 as Document No. 88400778 (the "Declaration") pertaining to the development of approximately 128 acres of real estate situated in the Village of Schaumburg, County of Cook, State of Illinois, and owned by the Declarant at such time. Following the dedication of certain streets to the Village of Schaumburg and the conveyance of approximately 22.52 acres of such original Real Estate to the Price Company, a California corporation, the Declaration now pertains to the development of approximately 92.1 acres of real estate as now legally described in Exhibit A attached hereto and incorporated herein (the "Property"), commonly known as the Golf-Roselle Development and Copley Center.

B. Pursuant to Section 7.01 of the Declaration, the Golf-Roselle Development Owners' Association (the "Association") was incorporated as an Illinois not-for-profit corporation on October 10, 1988. Pursuant to a Trustee's Deed dated February 10, 1989 and recorded on September 29, 1989 as Document No. 89-440866, Declarant conveyed the storm water management facility areas and the park area within the Property to the Association.

C. Declarant, pursuant to Section 10.02(b) of the Declaration and being an Owner (as defined in Section 2.14 of the Declaration) with the right (pursuant to Section 7.05 of the Declaration) to at least fifty-one percent (51%) of the votes in the Association (as defined in Section 2.02 of the Declaration), desires to amend the Declaration so as to remove all references to Common Maintenance Areas, as defined therein, to limit the primary authority of the Association to maintenance of the Common Areas (being the storm water management areas and park within the Property) and to make certain other changes to the Declaration as more particularly set forth below.

NOW, THEREFORE, Declarant does hereby declare that the Property shall be held, sold, leased, occupied, mortgaged and conveyed subject to the covenants, conditions, restrictions, easements, uses, privileges, duties and obligations as set forth in the Declaration as amended by this First Amendment.

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1. Recitals. The recitals set forth above are specifically incorporated into and made a part of this First Amendment as though the same were fully set forth in this Paragraph 1. To the extent the recitals set forth above conflict with or are inconsistent with the recitals in the Declaration, the recitals set forth above shall supersede the recitals in the Declaration.

2. Defined Terms. All capitalized terms used herein shall have the same definitions as set forth in the Declaration, unless otherwise defined herein. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Declaration, the terms and provisions of this First Amendment shall, in all instances, control and prevail.

3. Modification of Definition of "Common Areas". The definition of "Common Areas" set forth in Section 2.04 of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 2.04. "Common Areas": those portions of the Property, owned by the Association for the use and benefit of Owners. Common areas shall include, without limitation, (1) Lots 1, 4, 5, 7 and 12 of Golf-Roselle Development, being a subdivision of part of the SE quarter of Section 10, Township 41 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois, which were conveyed to the Association pursuant to that certain Trustee's Deed dated February 10, 1989, and recorded with the Cook County Recorder's Office as Document No. 89440866, (2) areas within the rights-of-way of State Parkway, Remington Road and Wilkening Road adjacent to the Property which are used as planting areas for ornamental flowers, shrubs and trees that serve as entrance treatments for the Property, but not those portions of said rights-of-way improved only with grass, trees and sidewalks, (3) portions of the Property conveyed to the Association from time to time by the Declarant, and (4) such additional portions of the Property as the Association may, in its discretion, accept conveyance of from any Owner.

4. Deletion of Definition of "Common Maintenance Areas". The definition of "Common Maintenance Areas" set forth in Section 2.05 of the Declaration is hereby deleted in its entirety.

5. Modification of Definition of "Declarant". The definition of "Declarant" set forth in Section 2.06 of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 2.06. "Declarant": Chicago Title and Trust Company, as Trustee under the Trust Agreement dated June 19, 1968 and known as Trust No. 52271. Declarant may delegate any or all of its rights, powers and privileges to any person, partnership, corporation or other entity.

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6. Modification of Definition of "Master Plan". The definition of "Master Plan" as set forth in Section 2.10 of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof.

Section 2.10. "Master Plan": the plan governing overall development of the Property including improvement and use of the Common Areas, utilities, drainage, lighting, and landscaping; Building size, location and exterior design; signage size, location, lettering and design; automobile parking location and configuration; general site utilization and all improvements, which plan is attached hereto as Exhibit B and made part hereof. Such plan has been amended by Village Ordinance Nos. 3260, 91-172 and 91-173, and may, from time to time, be amended by amending Village Ordinance No. 2941 (contained in Exhibit C of this Declaration) in the manner required by the Village.

7. Modification of Definition of "Zoning Ordinance." The definition of "Zoning Ordinance" as set forth in Section 2.21 of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 2.21. "Zoning Ordinance": Village of Schaumburg Ordinance Nos. 2940 and 2941, as such ordinances may, from time to time, be amended.

8. Modification of Article V entitled "Alteration and Construction of Improvements".

(a) General Modifications. The term "Association" is hereby deleted from each and every place it is located in Article V of the Declaration and the term "Declarant" is hereby inserted in lieu thereof. The term "Association's" is hereby deleted from each and every place it is located in Article V of the Declaration and the term "Declarant's" is hereby inserted in lieu thereof.

(b) Modification of Subsection 5.01(b). Subsection 5.01(b) is hereby deleted in its entirety and the following inserted in lieu thereof:

(b) All Buildings and Improvements shall be constructed, erected, placed and maintained in accordance with the Master Plan, the Annexation Agreement, the Zoning Ordinance and the Village subdivision control regulations, and all other applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction or authority with respect thereto. Each part or portion of the Property which is improved with a Building shall have sufficient accessory parking spaces thereon to satisfy the parking requirements of the Village without reliance on the availability of parking spaces on any other portion of the Property which are not accessory thereto.

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(e) Modification of Section 5.07. Section 5.07 of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 5.07. Approvals - Delegation - Responsibilities. Declarant may delegate its authority and responsibilities under this Article V to any Owner or other Person provided it does so in writing. At such time that Declarant is no longer an Owner and Declarant has not delegated its authority and responsibility under this Article V to any other Owner or other person, no approval of Plans and Specifications shall be required pursuant to this Article V. Neither the Declarant nor the Association, nor its agents, employees, Members, successors or assigns, shall be liable in damages, direct, indirect, or consequential, to any Owner or to any other Person submitting Plans and Specifications for approval, by reason of a mistake in judgment, negligence or nonfeasance arising out of, or connection with, the approval, disapproval or failure to approve or disapprove any Plans and Specifications. Every Owner or other Person who submits Plans and Specifications to the Declarant covenants and agrees, by submission of such Plans and Specifications, and every Owner or Person claiming by or through an Owner covenants and agrees, by acquiring title to any part of the Property or by acquiring any interest in the Property, that it will not bring an action or suit against the Declarant or the Association, or its beneficiaries, agents, employees, Members, successors or assigns, to recover any of the aforementioned damages.

9. Modification of Article VI entitled "Maintenance". Section 6.01 through 6.05 of the Declaration are hereby deleted in their entirety and the following inserted in lieu thereof:

Section 6.01. Maintenance of Common Areas. All Common Areas, as defined in Section 2.04 hereof, shall be maintained as hereinafter set forth.

Section 6.02. Association's Maintenance Obligations.

A. The Association shall maintain, repair, replace and renew the Common Areas or cause the same to be maintained, repaired, replaced or renewed in a clean, sightly and safe condition. Such obligation, to the extent not delegated by this Declaration or otherwise to the Village or other governmental authority or public utility, shall include (i) the prompt removal of all paper, debris and refuse from all areas of the Common Areas; (ii) the repair, replacement, renewal and cleaning of all exterior lighting

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fixtures, signs, entrance monuments and markers, traffic control signals and signs, if any, located within the Common Areas; (iii) the mowing, watering, fertilizing, weeding, replanting and replacing of landscaping, if any, located within the Common Areas; (iv) the operation, maintenance, repair, replacement and renewal of all facilities and improvements, if any, located within the Common Areas, including, if applicable, spraying for insects, maintenance of water purifying equipment, and maintenance of the banks and the landscaped table lands; (v) all other maintenance necessary to keep the Common Areas in a safe, clean and sightly condition; and (vi) securing and maintaining public liability insurance over the Common Areas containing limits of liability generally maintained by prudent owners or users of similar property, but in no event less than \$1,000,000.00 single limit, insuring the Declarant, the Association, all Owners and every Mortgagee. The Association shall pay all real estate taxes levied on the Common Areas.

B. The costs and expenses of performing the aforesaid maintenance, repair, replacement and renewal, including, but not limited to, all costs of materials, labor and supplies, overhead and administrative expenses not to exceed ten percent (10%) of the cost of such materials, labor and supplies, the premiums for any policies of insurance on the Common Areas which the Association shall deem necessary or appropriate and the real estate taxes levied on the Common Areas are hereinafter collectively called the "Costs of Maintenance".

Section 6.03. Easements for Common Maintenance. Perpetual non-exclusive easements for ingress and egress over, under, across, in and upon the Property are hereby declared, created and reserved by Declarant for the benefit and use of itself, the Association, the Village, and any utility company serving the Property, as the case may be, their respective successors and assigns, agents and employees, to provide reasonable access to the Common Areas and to the other portions of the Property for the purposes of performing the maintenance required under the foregoing Section 6.02.

Section 6.04. Payment of the Costs of Maintenance. Every Owner shall pay to the Association its proportionate share of the Costs of Maintenance. An Owner's proportionate share of the Costs of Maintenance shall be a fraction whose numerator is the acreage of that portion of the Property owned by said Owner and whose denominator is the acreage of the Property; provided,

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however, that those areas of the Property dedicated to the Village or other governmental authority, a public utility, or any other public authority, or owned by the Association (i.e. the Common Areas) shall be deducted from the acreages used in calculating such fraction. (For example: as of the date of this First Amendment the total acreage of the Property is 92.08787 acres and the acreage of the Common Areas is 16.6626 acres, thus the denominator in the proportionate share fraction is 75.42527 acres; if an Owner owned 5 acres, then its proportionate share of the Costs of Maintenance would be $5/75.42527$ or 6.629078%.) It is further provided that each Owner, at its sole cost and expense, shall be responsible for, and shall be directly assessed for, any and all damages and costs incurred by the Association (a) in connection with any breach or violation of this Declaration which is a result of its own (or its agent's or agents') acts or omissions or the acts or omissions of an Occupant (or such Occupant's agent or agents) of any portion of the Property owned by said Owner, and (b) as a result of its own (or its agent's or agents') negligent or wanton acts or omissions, or the negligent or wanton acts or omissions of an Occupant (or such Occupant's agent or agents) of any portion of the Property owned by said Owner. The Costs of Maintenance pursuant to this Section 6.04 shall be assessed against and paid by the aforesaid Owner subject to and in the manner provided by Article VIII hereof.

Section 6.05. Maintenance by Owner.

A. Each Owner shall be obligated to perform all maintenance obligations with respect to the part or portion of the Property owned by said Owner, specifically including, but not be limited to, (i) the prompt removal of all paper, debris and refuse from all areas of its portion of the Property; (ii) the repair, replacement, renewal, cleaning and painting of all visible exterior surfaces of all Buildings located upon its portion of the Property; (iii) the repair, replacement, cleaning and relamping of all exterior signs and lighting fixtures located upon its portion of the Property; (iv) the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaping located upon its portion of the Property and within any road right-of-way adjacent thereto (except as may be done by the Village); (v) the maintenance, repair and restoration of all parking areas located upon its portion of the Property, including, without limitation, lighting, striping, clean-up, rubbish removal, maintenance and replacement of landscaping, lawn and landscaping irrigation and lawn mowing and replacement of light bulbs, all in a manner

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consistent with first-class developments similar to the Property; (vi) keep and maintain the sidewalks and walkways on its portion of the property and within any road right-of-way and adjacent thereto (except as may be done by the Village), and any and all improvements, lighting and landscaping associated therewith, in a proper state of maintenance and repair such that pedestrians can travel freely over such sidewalks and walkways at all times, and including any necessary replacements; (vii) perform snow removal of all snow and ice from the driveways, parking areas and sidewalks and walkways on its portion of the Property and within any road right-of-way adjacent thereto; (viii) keep the driveways, parking areas and sidewalks and walkways located on its portion of the Property lit at a level as may be reasonably adequate for use and for security purposes, but not less than dusk to dawn, seven days a week. Notwithstanding anything to the contrary herein, every Owner shall at all times be responsible for the maintenance, repair, restoration, replacement and renewal of the structural and roof components of the Buildings located upon its portion of the Property and all other Improvements located upon its portion of the Property so as to keep the same in a clean, sightly, safe and first-class condition consistent with its originally approved appearance and condition. Each Owner shall be responsible for the payment for all of the costs and expenses of performing the aforesaid maintenance responsibilities.

B. If any structural or roof component of any Building or any other Improvement is damaged or destroyed, the Owner of the portion of the Property containing such Building or other Improvement shall promptly restore the same to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such Building or Improvement and landscape its portion of the Property pursuant to a plan of landscaping approved by the Association.

C. If any Owner obligated hereunder to perform the maintenance obligations described above shall fail to maintain its Building, Improvements and portion of the Property as aforesaid, the Association may give notice to the Owner specifying the manner in which the Owner has failed to maintain its Building, Improvements and portion of the Property, and if said Owner refuses or fails to undertake, or to commence to undertake and thereafter diligently complete, said maintenance within five (5) days following such notice, the Association may, but shall not be obligated to, enter upon said Owner's portion of the Property and

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perform such maintenance. In the event the Association undertakes such maintenance, the Association shall not be liable or responsible to the Owner for any losses or damage thereby sustained by the Owner or anyone claiming by, through or under the Owner except for gross negligence or wanton or willful misconduct. In the event the Association undertakes the aforesaid maintenance, the cost therefor shall be assessed against and paid by the aforesaid Owner subject to and in the manner provided by Article VIII hereof.

10. Modification of Section 7.05 entitled "Voting Rights". Section 7.05 of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 7.05. Voting Rights. The Association shall have one class of voting membership. The total number of votes of all voting members shall be one hundred (100) and each Owner shall be entitled to the number of votes equal to said Owner's proportionate share, as described in Section 6.04 hereof, applicable to the part or portion of the Property owned by such owner.

11. Modification of Section 7.06 entitled "Powers and Duties of Officers". Section 7.06 of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 7.06. Powers and Duties of Officers. The Board may, at its option, by a majority vote of the Directors, appoint its members or appoint any other individual to serve as: (i) President who shall preside over the Board's and the Association's meetings, who shall be the chief executive officer of the Association and who shall be designated to mail and receive all notices and execute all documents as provided herein; (ii) Secretary who shall keep the minutes of all meetings of the Board and of the Association and who shall, in general, perform all the duties incident to the office of the Secretary; (iii) Treasurer who shall keep the financial records and books of account, and (iv) such additional officers as the Board shall see fit to elect or appoint.

12. Modification of Section 7.08 entitled "Additional Powers of Association". Section 7.08 of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 7.08. Additional Powers of Association. The Association, to the extent the Board deems necessary and appropriate to fulfill its duties and obligations pursuant to this Declaration, shall have the power to obtain, own and convey real and personal property, to open bank accounts, to take such action, legal or

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otherwise, necessary to enforce this Declaration as herein provided, to obtain policies of insurance insuring the Association, its Members, the Board and the Common Areas, to contract for legal, accounting and similar professional services, to borrow funds, to employ the services of a manager, to employ employees directly or through the manager, to otherwise do that which it believes necessary to improve, maintain, repair and restore the Common Areas, to protect and defend the Association and the Property from loss or damage by suit or otherwise and to pay the costs of the foregoing from assessments levied against the Owners.

13. Modification of Section 8.04 entitled "Annual and Additional Assessment". The words "Common Maintenance Areas", set forth in the ninth (9th) line of Section 8.04 of the Declaration entitled "Annual and Additional Assessment", are hereby deleted and the words "Common Areas" are hereby inserted in lieu thereof.

14. General Modification. The term "Common Maintenance Areas" is hereby deleted from each and every place (if any) it is located in the Declaration, as amended hereby, and the term "Common Areas" is hereby inserted in lieu thereof.

15. Deletion of Sections 2.09 and 9.02 entitled "Ingress/Egress Easement". Sections 2.09 and 9.02 of the Declaration are hereby deleted in their entirety.

16. Deletion of Sections 2.15 and 9.03 entitled "Parking Easement". Sections 2.15 and 9.03 of the Declaration are hereby deleted in their entirety.

17. General Modification. The term "Ingress/Egress Easement" is hereby deleted from each and every place it is located in the Declaration. The term "Parking Easement" is hereby deleted from each and every place it is located in the Declaration.

18. Modification of Subsection 10.02(b) regarding Amendment of the Declaration. Subsection 10.02(b) of Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

(b) This Declaration may be amended by an instrument executed by Owners having the right to cast fifty-one percent (51%) of the votes in the Association pursuant to Section 7.05, provided that no amendment shall become effective until recorded in the Office of the Recorder of Deeds for Cook County, Illinois and a copy thereof has been sent to the Clerk and Director of Planning of the Village. Notwithstanding anything herein to the contrary, the Association shall at all times have the sole right to correct clerical or typographical errors in this Declaration or any exhibit hereto or any supplement or amendment thereto.

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19. Modification of Section 10.13 entitled "Notice". Section 10.13 of the Declaration is hereby deleted in its entirety and the following inserted in lieu thereof:

Section 10.13 Notice. Any Notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for or (ii) deposited in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed, if to an Owner, to said Owner's address at the Property or last known address as shown on the records of the Association at the time of such mailing or, if to the Association, to its President, Secretary or registered agent, or if to Declarant, addressed as follows:

Chicago Title & Trust Company
Attn: Trust No. 52271
111 W. Washington Street
Chicago, IL 60602 (773) 444-4444

With copies to:

GRV-C Joint Venture
c/o Ms. Ellen Hamilton
Penguin Realty Associates
200 W. Madison Street - 38th Fl.
Chicago, IL 60606

Theodore J. Novak
Gregory L. Dose
Rudnick & Wolfe
203 N. LaSalle Street
Suite 1800
Chicago, IL 60601

and

Peter J. Barack
Jeffrey Katz
Barack, Ferrazzano, Kirshbaum &
Perlman
33 West Wacker Drive
Suite 1120
Chicago, IL 60606

or such other address as the Association shall from time to time designate by notice to every Owner. Notice shall be deemed effective upon delivery, if personally delivered, or two (2) days after the date of postmarking, if mailed.

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20. Modification of Exhibit A entitled "Legal Description of the Property". Exhibit A to the Declaration is hereby deleted in its entirety and replaced with Exhibit A to this First Amendment.

21. Confirmation of Declaration. Except as expressly modified by this First Amendment, all of the terms and provisions of the Declaration shall remain unmodified and in full force and effect.

22. Headings. The headings of Sections set forth in this First Amendment are for convenience of reference only and do not define, limit, expand, describe or construe the scope or intent of such Sections.

23. Severability. The invalidity of any provision of the Declaration, as amended by this First Amendment, shall not impair or affect, in any manner, the validity, enforceability or effect of the rest of the Declaration, as amended by this First Amendment.

24. Exculpation of Declarant. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the Declarant while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Declarant are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by Declarant or for the purpose or with the intention of binding Declarant personally; that this First Amendment is executed and delivered by Declarant not in its own right, but solely in the exercise of the powers conferred upon it as trustee; that neither Declarant nor any of the Declarant's beneficiaries shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained and no liability or duty shall rest upon the Declarant to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, said Declarant, individually or personally, but only as trustee under the provisions of the trust agreement establishing the trust, or against any of the beneficiaries under the trust agreement establishing the trust on account of the Declaration, as amended by this First Amendment, or on account of any representation, warranty, covenant, undertaking or agreement of the Declarant in the Declaration, as amended by this First Amendment, contained, either express or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee under a Trust Agreement dated June 19, 1968 and known as Trust No. 52271, being the Declarant herein and the Owner with the right (pursuant to Section 7.05 of the Declaration) to at least fifty-one percent (51%) of the votes in the Association, has caused this instrument to be executed on the date first above written.

CHICAGO TITLE AND TRUST COMPANY, as Trustee aforesaid

By: [Signature]
Name: CHRISTINE QUINN
Title: CHIEF VICE PRES

ATTEST:

By: [Signature]
Name: THOMAS S. BARRIE
Title: NOTARIAL PUBLIC

PROPERTY of Cook County Clerk's Office

Prepared by & mail to:

Jeffrey Katz
Belack Management Ltd
333 W Wacker Drive
Suite 2700
Chicago IL 60606

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Property of Cook County Clerk's Office

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Property of Cook County

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION)
BY Edward B. Balazs
Vice President

Dated: 1/23/92

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), mortgagee under (1) that certain Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated November 30, 1988 executed by Chicago Title and Trust Company under Trust Agreement dated June 19, 1968, and known as Trust Number 52271 and GRV-C Joint Venture, an Illinois joint venture ("GRV-C"), and recorded on December 20, 1988, in the office of the Recorder of Deeds, Cook County, Illinois ("Recorder's Office") as Document Number 88 579338 and (2) that certain Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement dated June 16, 1989 executed by Chicago Title and Trust Company under Trust Agreement dated February 21, 1989 and known as Trust Number 1092273 and GRV-C and recorded July 10, 1989 in the Recorder's Office as Document Number 89 311795, hereby consents to the execution of the foregoing and agrees that its Mortgages are and shall be subject to the provisions of the Declaration of covenants, conditions, restrictions, Reciprocal Rights and Easements as amended by this first Amendment.

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STATE OF ILLINOIS)

COUNTY OF COOK)

I, AIDA D. MAYO, a Notary Public in and for the County and State aforesaid do hereby certify that CHARLES J. JONES the President of Chicago Title and Trust Company and WILLIAM B. BROWN the Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged, signed and delivered said instrument as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Secretary, as custodian of the corporate seal of said Company, did affix the seal of said Company to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of JUNE 1992.

Aida Di Mayo
Notary Public

My Commission Expires:



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STATE OF New York)
) ss.
COUNTY OF New York)

I, Karin I. Giza, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward B. Balazs, Vice President of THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 23rd day of January, 1927.

Karin I. Giza
Notary Public

My commission expires:

KARIN I. GIZA
Notary Public, State of New York
No. 43-488341
Qualified in Richmond County
Commission Expires June 29, 1928

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description Of The Property

Lots 1, 2, 4, 5, 6, 7, 8, 9 and 10 In Golf-Roselle Development, being a Subdivision of Part of The Southeast Quarter of Section 10, Township 41 North, Range 10, East of The Third Principal Meridian, in Cook County, Illinois, Recorded as Doc. No. 88400776; and

Lots 1 and 2 in Golf-Roselle Development Unit 1, being a resubdivision of Lots 11 and 12 in Golf-Roselle Development, in the southeast quarter of Section 10, Township 41 north, Range 10, east of the Third Principal Meridian in Cook County, Illinois, Recorded as Doc. No. 89516157; and

Lots 3 and 4 in Golf-Roselle Development Unit 2, being a resubdivision of Lot 3 in Golf-Roselle Development, in the southeast quarter of section 10, Township 41 North, Range 10, east of the Third Principal Meridian in Cook County, Illinois, recorded as Document No. 91218370.

Lots 5, 6, 7, 8 and 9 in Golf-Roselle Development Unit 3, being a subdivision of Lots 5 and 6 in Golf-Roselle Development Unit 2 in the southeast quarter of Section 10, Township 41 North, Range 10, east of the Third Principal Meridian in Cook County, Illinois, recorded as Document No. 92003705.

Permanent Tax Numbers: 07-10-400-019 through -027
07-10-401-006 through -015

Note: Total area of Property -- 92.08787 acres
Total area of parcels owned by Association
(Lots 1, 4, 5, 7 and 10 of Golf-Roselle Development) -- 16.6626

*Northeast corner of Bulkington Road
+ Golf Road,
Schaumburg, IL*