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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ESSEX CLUB

THIS DECLARATION made this 12th day of February, 1992, by CHARTER BANK AND TRUST OF ILLINOIS (formerly First State Bank & Trust Company of Hanover Park) an Illinois Banking Corporation, not individually, but as Trustee under Trust Agreement dated October 12, 1989, and known as Trust No. 1386 (hereinafter referred to as "Declarant").

### W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in the Village of Schaumburg, County of Cook, State of Illinois, which property is legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, it is the intention of Declarant that the Property will be improved by the construction of detached single-family residences thereon; and

WHEREAS, Declarant desires to establish certain rights, easements and privileges in, over and upon the Property and impose certain covenants, conditions, restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, for the mutual benefit of all owners, with the intent that all owners, occupants and mortgagees of the Property or portions thereof and any other persons hereinafter acquiring any interest in the Property, shall hold their respective interests in the Property subject thereto; and

WHEREAS, all such rights, easements, privileges, covenants, conditions, restrictions and obligations are in furtherance of a plan to promote and protect the quality of residence on the Property and are established for the purposes of preserving, enhancing and perfecting the value, desirability and attractiveness thereof.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements set forth below, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I

#### DEFINITIONS

Section 1. "Association" means the ESSEX CLUB HOMEOWNERS' ASSOCIATION, an Illinois not for profit corporation, its successors and assigns.

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Section 2. "Board" means the Board of Directors of the Association selected pursuant to the terms of this Declaration, the Articles of Incorporation of the Association, and the By-Laws thereof.

Section 3. "Common Area" means all the Property and improvements thereon, excepting therefrom Lots (as hereinafter defined), Outlot "A" as set forth on the Plat of Subdivision for Essex Club Subdivision Unit 1 ("Essex Club Unit 1"), dedicated streets and roads, parks and open space dedicated for public use. Such Common Area shall include, but not be limited to, all cul-de-sac islands, the stone and wrought iron decorative barrier located on the Property adjacent to the entryway off of Plum Grove Road (which shall be installed by Developer) street lighting, guard house, stone steppers and pavers, any entry monument or design installed by Developer and landscaping and the easement premises on which said improvements are located and which is designated on the Plat(s) of Subdivision of Essex Club Subdivision. "Common Area" shall also include the paved bike path to be located in the easement premises along Plum Grove Road and west of Avondale Lane, as extended. Declarant may, but shall not be required to designate and convey other property to the Association.

Section 4. "Declarant" means the CHARTER BANK AND TRUST OF ILLINOIS (formerly First State Bank & Trust Company of Hanover Park), as Trustee under Trust Agreement dated October 12, 1989, and known as Trust No. 1386, and such of its successors and assigns who are specifically assigned the rights and obligations of Declarant hereunder. Declarant shall have the right to assign any or all of its rights or obligations to any such successor or assign.

Section 5. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Essex Club and any amendments thereto.

Section 6. "Developer" shall mean and refer to Donogh Homes, Inc., a Washington corporation, and such of its successors and assigns who are specifically assigned the rights and obligations of Developer hereunder. Developer shall have the right to assign any or all of its rights or obligations to any such successor or assign.

Section 7. "Lot" shall mean and refer to any lot of record (exclusive of any "Outlot"), designated as such on any plat of subdivision or resubdivision of all or any portion of the Property, which is placed of record in the Office of the Recorder of Deeds of Cook County, Illinois and the single-family detached residence, if any, constructed thereon.

Section 8. "Member" means every person or entity who holds membership in the Association.

Section 9. "Owner" shall mean and refer to the record owner (or the beneficiaries of a land trust which may be a record owner) whether one or more persons or entities, of a fee simple title to

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any Lot as defined herein (or shall otherwise become subject to the terms hereof), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Person" shall mean and refer to any individual, corporation, partnership, trustee or other legal entity capable of holding title to the real property.

Section 11. "Property" means the real property described on Exhibit A attached hereto and made a part hereof.

Section 12. "Record" or "place of record" shall mean to record a document in the Office of the Recorder of Deeds of Cook County, Illinois.

Section 13. "Residence" shall mean and refer to the single-family detached residence that may be constructed on a Lot.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Burden Upon The Property. Declarant hereby declares that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and be binding upon each and every Owner, and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of a Residence or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the By-Laws of the Essex Club Homeowners' Association.

Section 2. Nonseverability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of any portion of the Property as more specifically set forth below and may not be severed or alienated from such ownership.

## ARTICLE III

### MEMBERSHIP

Section 1. Incorporation of Association. Developer will cause to be incorporated a not for profit corporation known as the ESSEX CLUB HOMEOWNERS' ASSOCIATION, which shall be the governing body for the administration and operation of the Common Area and shall maintain and promote the desired character of the Property,

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as provided in this Declaration and the By-Laws duly adopted by the Association. All activities undertaken by the Association shall be for the sole benefit of the Owners in accordance with this Declaration and the By-Laws. Pursuant to this Declaration, the Board of Directors of the Association shall constitute the final administrative authority and all decisions of the Board with respect to the administration of the Development shall be binding. All rights, titles, privileges and obligations vested or imposed upon the Association by this Declaration shall be held and performed by the Board of Directors.

Section 2. Membership in ESSEX CLUB HOMEOWNERS' ASSOCIATION. Declarant and every person or entity who is a record owner of a fee or undivided fee interest in any Lot within the Property, including contract sellers, shall automatically be a Member of the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the terms hereof and membership shall automatically terminate upon the transfer of ownership. Subsequent Owners shall likewise succeed to membership. Ownership of a Lot shall be the sole qualification of membership.

Section 3. By-Laws. As a Member of the Association, each Owner hereby covenants and agrees to be bound by the provisions of the By-Laws of the Association as such may be adopted and properly altered, or amended from time to time pursuant to the terms thereof.

## ARTICLE IV

### VOTING RIGHTS - ADMINISTRATION

Section 1. One Vote. Each Member shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership pursuant to Article III. When more than one person holds such interest, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall there be more than one (1) vote for each Lot owned by such Members.

Section 2. Board of Directors. The administration and operation of the Property shall be vested in the Board of Directors of the Association ("Board"). The Board shall consist of three (3) directors who, prior to the first annual meeting of Members, shall be appointed by Developer (the "First Board"). At or subsequent to the first annual meeting, the Board shall be elected by the Members in accordance with the By-Laws of the Association and this Declaration. The first annual meeting of members shall be held not later than the earliest of the following: (a) the date of any such meeting called by Developer; or (b) a date not later than 120 days

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following the date that ninety percent (90%) of the Lots shall have been conveyed by Declarant to Owners other than Declarant or Developer; or (c) seven (7) years following the date of the recording of this Declaration. Developer shall cause to be sent written notice of such first annual meeting to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 3. Selection of Directors. Except for the directors appointed to the First Board, each director shall be an Owner, the spouse of an Owner, or if an Owner is a trustee of a trust, a beneficiary of such trust, or if an Owner is a partnership, a partner of such partnership, or if an Owner is a corporation, a shareholder of such corporation.

Section 4. Funds of the Association. All funds collected by the Board shall be held and expended for the purposes designated in this Declaration and the By-Laws and shall be deemed to be held for the benefit, use and account of all Owners. Said funds shall be administered pursuant to the provisions of this Declaration and the By-Laws.

Section 5. Rules and Regulations. The board shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Property, subject to the terms of this Declaration and the By-Laws.

Section 6. Indemnification of the Board. The members of the Board and the officers of the Association shall not be liable to the Owners for any mistake in judgment or acts or omissions not made in bad faith, as members of the Board or officers. The Owners shall indemnify and hold harmless said parties against all liabilities arising out of agreements made or other actions taken by such members or officers on behalf of the Owners or the Association unless such agreements shall have been made in bad faith or with knowledge that the same was contrary to the provisions of this Declaration. The liability of any Owner, as described above, shall be limited to an amount determined by dividing the total liability by the total number of Owners subject to the terms of this Declaration. All contracts and agreements entered into by the Board or the officers shall be deemed executed by said parties as the case may be, as agent for the Owners or the Association.

Section 7. Board's Determination Binding. In the event a disagreement arises between any Owners relating to the Property or the interpretation and application of this Declaration, the By-Laws or the rules and regulations adopted by the Association, the review and resolution thereof by the Board shall be final and binding upon any and all such Owners.

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Section 8. Management and Maintenance. The Board may retain such employee or employees as it deems necessary to maintain and operate the Common Area.

Section 9. Quorum. Unless otherwise specified to the contrary in any provision of this Declaration, the presence of Members or of proxies entitled to cast 50% of the votes of the membership shall constitute a quorum for any meeting of the Members of the Association. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in the By-Laws of the Association and the required quorum at such subsequent meeting shall be 50% of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## ARTICLE V

### ARCHITECTURAL CONTROLS

Section 1. Fences, Walls and Other Structures. It is understood and agreed that the purpose of the architectural controls set forth herein is to secure an attractive and harmonious development. Therefore, no Residence, building, fence, wall or other structure shall be erected or maintained upon the Property except as such are installed or approved by the Developer in connection with the initial construction of the Property, or except as authorized and approved pursuant to Section 3 or Section 6 below.

Section 2. Exterior Additions or Alterations. No new structure, Residence, ancillary building, fence or antenna shall be constructed on any Lot nor shall any addition to, change or alteration of the exterior of any structure located on a Lot be permitted except if such shall be approved pursuant to Section 3 below.

Section 3. Architectural Review. If an Owner desires to alter, add to or change the exterior of any structure or Residence located on his Lot in any manner, or construct a new structure, Residence, ancillary building, or fence upon his Lot, then, such Owner shall submit (i) three (3) complete sets of architectural plans and specifications bearing the original seal and signature of an architect licensed by the State of Illinois; (ii) examples of exterior materials and color schemes for such improvements; (iii) three (3) copies of the site plan showing the proposed finish grade lines (U.S.G.S. Datum) in one (1) foot contours and the location and type of all set-back lines, buildings, driveways, fences, major trees and shrubs; and (iv) a landscape plan to the extent that additional landscaping is contemplated by the Owner to the Board or to an Architectural Review Committee (the "Committee") of not less than three (3) members as may be appointed by the Board from time

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to time. The Board or the Committee shall consider any such request on the basis of its harmony of external design and location in relation to surrounding structures and topography and the development standards set forth herein, and shall within twenty (20) days after the submission of all of the documentation to be provided hereunder, approve or disapprove any such request in writing. In the event the Board or the Committee fails to so approve or disapprove such a request within twenty (20) days after all documents are submitted, such request will be deemed approved. Nothing in this Section 3 shall be construed as to be applicable to Declarant or Developer. The Board or the Committee will review preliminary sketch plans on an informal basis if requested, prior to the submission of formal application materials.

Section 4. Development Standards. The Board's and/or Committee's review of each submission made pursuant to Section 3 above shall take into consideration each of the following criteria which must be satisfied in order to obtain approval pursuant to Section 3 above.

(a) Architectural Style.

(i) Evaluation of appearance of improvements shall be based on quality of its design and relationship to surroundings.

(ii) No Residence, except those constructed by Developer, may have an architectural treatment that is identical to one which has been built or for which plans have been approved.

(b) Garages and Driveways.

(i) Each garage shall be architecturally compatible with the Residence located on the same Lot and shall accommodate not less than two (2) nor more than three (3) standard size vehicles. It is preferred that side loading garages be constructed on corner Lots. An Owner may seek Committee or Board approval for a garage for four (4) standard size vehicles pursuant to the process established under Section 3 above.

(ii) All driveways must have a permanent hard surface such as concrete, stone or brick. Gravel or asphalt driveways are prohibited. Driveways must be fully completed within six (6) months from the commencement of construction of the Residence on the Lot, subject to weather conditions.

(c) Roofs.

All roofs must be sloping or pitched. Roofs may be constructed of wood, asphalt, slate, copper or similar materials. Other metallic roofing materials are prohibited.



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(d) Exterior Materials and Colors.

The exterior wall areas of each Residence must be constructed of stone, brick, stucco or other masonry materials or wooden siding. Imitation brick, exposed concrete and exposed cinder block are prohibited. Prefabricated plywood or masonite panels such as stucco board should be used only when compatible with the overall architectural style of the Residence. Exterior colors of the garage should compliment the environment of the Lot and the Property.

(e) Exterior Lighting.

Exterior lighting shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with building design.

(f) Fences.

Except as to the fence erected by Developer as a Common Area pursuant to Article I, Section 3 above, and except as required by the Village for the installation of a below ground swimming pool, no fence of any kind shall be erected, removed or relocated anywhere on the Property unless specifically approved by Developer or the Committee or the Board, as the case may be.

(g) Above-Ground Pools.

Above-ground swimming pools are prohibited.

(h) Mail Boxes.

No Owner shall install a mail box on a Lot that does not conform to the mail box specifications established by Developer.

(i) Satellite Dishes.

Satellite Dishes are prohibited.

Section 5. Minimum Area of Residence.

(a) Each Residence constructed by Developer on a Lot shall have a minimum floor area of 2,100 square feet and each Residence constructed on a Lot by any other person shall have a minimum floor area of 2,800 square feet.

(b) For the purpose of calculating the minimum floor area of a Residence, said floor area shall consist of the sum of the gross horizontal areas of the several floors to the Residence (exclusive of garages) measured from the exterior faces of the exterior walls; however, no floor area of any room shall be included which has a

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ceiling height of less than three (3) feet above existing grade and which has no direct ingress to or egress from the outside of the Residence.

## Section 6. Sale of Lots by Declarant

In the event that any or all of the Lots are sold by Declarant, prior to the construction by Developer of a Residence thereon (such Lots are hereinafter referred to individually as an "Undeveloped Lot" and collectively as the "Undeveloped Lots"), in addition to the architectural review and development standards for the construction of a Residence on any such Undeveloped Lot provided herein, any construction of a Residence other than pursuant to Developer's plans listed on Exhibit B hereto, shall be subject to the review and approval of KHS Land Partnership, an Illinois general partnership ("KHS"), which approval shall not be unreasonably withheld. If any Person desires to construct a Residence on any such Undeveloped Lot, then such person shall submit to KHS for its review and approval, c/o Hoffman Homes, Inc., 300 Park Boulevard, Suite 515, Itasca, Illinois 60143, (i) three (3) complete sets of architectural plans and specification bearing the original seal and signature of an architect licensed by the State of Illinois; (ii) examples of exterior materials and color schemes for such residence; (iii) three (3) copies of the site plan showing the proposed finished grade lines (U.S.G.S. DATUM) in one foot contours and the location and type of all setback lines, buildings, driveways, fences, major trees and shrubs; and (iv) a landscape plan to the extent that additional landscaping is contemplated by such owner. KHS shall consider any such request on the basis of its harmony of external design and location in relation to the surrounding structures and demography and the development standards set forth in section 4 of this Article V and shall within twenty (20) days after the submission of all of the documentation to be provided hereunder, approve or disapprove any such request in writing. In the event that KHS fails to so approve or disapprove of such a request within twenty (20) days after all documents are submitted, such request shall be deemed approved. Nothing in this Section VI shall be construed as to be applicable to Declarant or Developer.

## ARTICLE VI

### USE, OCCUPANCY AND MAINTENANCE RESTRICTIONS

Section 1. General Use. The principal structure located on each Lot shall be a Residence and shall be used only for residential purposes. No business or trade of any kind or noxious or offensive activity shall be carried on anywhere on the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the Owners. The foregoing restrictions as to residential use shall not, however, be construed in such manner as to prohibit an Owner from maintaining his personal professional library, keeping

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his personal business or professional records or accounts, or handling his personal business or professional telephone calls or correspondence within his Residence. The uses set forth in the preceding sentence are expressly declared customarily incident to the principal residential use of a Residence and not in violation of the restrictions or use contained herein.

Section 2. Animals. No animals, poultry or livestock of any kind shall be raised, bred or kept anywhere on the Property, except that dogs, cats and other common household pets shall be allowed (for other than commercial purposes), provided that no such animal shall cause or create a nuisance or unreasonable disturbance to other Owners.

Section 3. Signs and Light Standards. No signs of any kind shall be erected, placed or permitted to remain on the Property, except a family name designation of not more than 240 square inches. No flood lights shall be permitted which illuminate adjoining Lots without the prior written approval of the then Owner of the adjoining Lot or Lots. The foregoing restrictions shall not apply to the signs, lights, flags and similar sales, leasing, construction or other marketing or advertising devices or materials installed and maintained by Developer.

Section 4. Storage. No rubbish, storage piles, trash, garbage or material shall be dumped or allowed to remain on the Property at any time except as shall be necessary to facilitate its pick up and disposal. All such storage shall be screened from view. These restrictions shall not apply to Developer, Declarant, or their respective successors or assigns during the period of construction, sales or other activities on the Property.

Section 5. Vehicles. No boat, camper, trailer, truck, commercial vehicle, mini-bike or snowmobile shall be stored on the Property (permanently or temporarily) other than in an enclosed garage. The term "commercial vehicle" shall include any automobile, truck or wheeled equipment bearing any sign, logo or writing, which relates or refers to any commercial enterprise. These restrictions shall not apply to Developer, Declarant, or their respective successors or assigns during the period of construction, sales or other activities on the Property.

Section 6. Laundry Lines and Antennae. Laundry poles and lines and exterior television and radio antennae are prohibited on the Property.

Section 7. Topography. No grading, cutting, filling, stockpiling or alteration of any grade shall be permitted anywhere within the Property unless specifically approved by Developer.

Section 8. Landscaping. No planting of any kind shall be placed on any Lot in such a manner as to interfere with the use of

neighboring Lots or to present any visual safety hazard, and foliage and landscaping shall be neatly maintained. Further, each Owner shall keep his Lot free from weeds and shall not permit any foliage breeding infectious disease or insects to remain on his Lot.

Section 9. Alteration of Drainage Patterns. No structure, facility, plantings or any other object or debris shall be constructed or placed on the Property, nor shall any existing structure or facility be altered, in any manner that alters the drainage pattern of the Property. The foregoing notwithstanding, where there exists on any Lot or Lots a natural condition or accumulation of storm or surface water remaining over an extended period of time, the Owner may, with written approval of the Village of Schaumburg, take such steps as shall be necessary to remedy such condition, in order to cause the drainage to flow into the municipal storm sewer system, provided that no alteration or diversion of such natural flow proposed by the Owner will cause damage to other property, either inside or outside the confines of the Property.

Section 10. Dedication of Streets; Drainage and Utility Easements. Developer shall dedicate or otherwise transfer portions of the Property to the Village of Schaumburg for use as public streets, detention and/or retention and may dedicate, transfer or establish easements over portions of the Property for the benefit of any public agency, authority or utility for such purposes and subject to such conditions as Developer shall determine. Developer may also grant, assign, reserve or cause to be created certain easements for storm water drainage detention or retention and utility facilities on, under and through portions of the Property.

Section 11. Construction and Maintenance of the Common Area. The Outlot A detention area (until such time as subdivided and developed) and all Common Area, as defined in Article I hereof, including, without limitation, the guard house, street lighting, stone and wrought iron decorative barrier, entry monument, stone steppers and pavers, landscaping, bike path and other improvements, if any, to be developed on the Common Area and/or in the public right of way adjacent to the entryway off of Plum Grove Road shall be maintained by the Association in a neat and visually attractive manner. The Village of Schaumburg shall have the right, upon notice to the Association, to enter upon the Common Area for purposes of maintenance of the Common Area. If the Village undertakes to perform any maintenance of the Common Area not performed by the Association, the Village shall have the right to charge the Association for such maintenance and service. If the Association fails to pay the Village for such maintenance and service, the Village shall be entitled to a lien against each Lot on a prorata basis for such cost expended. Each such lien shall be subordinate to encumbrances on the interest of such Owner prior to the date such notice is recorded and shall be a continuing and equitable charge running with the land touching and concerning the Lot so assessed and the Village may bring an action at law or equity against the

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Owner of such Lot or foreclose a lien against such Lot and the Residences and Buildings, if any, located thereon. The debt shall bear interest at 12% per annum until paid and all expenses of the Village incurred in collection of this debt shall be charged and assessed against the Association and the defaulting Owner and shall be added to the lien. The Association shall indemnify, defend and hold the Village harmless from and against any claim, demand, cost, expense or liability arising from the failure, if any, of the Association to properly maintain any private structure or other improvement located within the public right-of-way.

Section 12. Construction Easement. An easement is hereby granted and reserved in, to, over, across and through the Common Area in favor of and for the benefit of the Declarant and Developer, their agents, servants, designees, subcontractors, employees, successors and assigns for purpose of construction of the Residences, construction of the Common Area and subdivision improvements, maintenance of the Residences, Common Area improvements and subdivision improvements, sales, leasing and marketing of the remainder of the Lots, the construction and maintenance of all roadways, landscaping and all other activities incidental to the above. Such easement shall be without cost or expense to the Declarant, Developer or their agents, servants, designees, subcontractors, employees, successors or assigns, and includes, without limitation, rights of ingress and egress and passage through and across the Common Area for vehicular and pedestrian traffic for purposes of providing access to all areas of the Property for the above purposes or other purposes incidental thereto.

## ARTICLE VII

### CONSTRUCTION RESTRICTIONS

Section 1. Damage or Destruction. In the event of damage or destruction to any improvements by reason of fire or other casualty, the Owner of the Lot on which such improvements were located shall thereafter promptly restore such improvements to the condition existing prior to such damage or destruction, or raze and remove such improvements and landscape the Lot in a sightly manner, or construct new improvements after complying with the provisions of Article V above.

Section 2. Construction Activities. All construction activities, except utility connections, must be confined to the Lot under construction. All equipment used in clearing, excavating or construction on a Lot shall be loaded or unloaded only within the boundary lines of the Lot. During the clearing, excavating or construction, the Owner of the Lot on which the work is performed shall cause the roads within or bordering on the Property and adjacent Lots to be kept reasonably clear of dirt and debris caused by such clearing, excavating or construction and shall be

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responsible for and shall repair any damage to such roads, curbs, sidewalks, utilities and adjacent Lots caused by such construction activity.

Section 3. Temporary Structures. Except as may be constructed or maintained by Developer, no trailer, temporary building or structure of any kind shall be permitted on the Property, except temporary buildings or structures located upon a Lot used during construction of a permanent improvement upon such Lot. Such temporary building or structure shall be removed as promptly as practicable and in any event not later than thirty (30) days after the issuance by the Village of Schaumburg of an occupancy permit for such permanent improvement.

## ARTICLE VIII

### COVENANT FOR MAINTENANCE ASSESSMENTS AND REMEDIES

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance in such deed of conveyance, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association: (i) regular and supplemental assessments or charges representing his designated share of the expenses of maintenance, repair, replacements, taxes, administration and operation of the Common Area, including but not limited to, the fence and other improvements referred to in Section 3 of Article I ("Common Expenses"); (ii) special assessments for capital improvements and unforeseen expenses to be collected from time to time as provided below; and (iii) assessments for security and/or other expenses levied by the Association and approved by the Members as provided below. All such assessments are to be established and collected as provided in this Declaration and the By-Laws. All such assessments, together with interest, costs and reasonable attorneys' fees relating to the collection thereof, shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Board shall be for the purpose of maintaining and insuring the Common Area and, in general, to promote the character of the Property. Such purposes and uses of assessments shall include (but are not limited to) the payment of all taxes, insurance, utility charges, repair, replacement and maintenance costs relating to the Common Area, and other charges established by this Declaration, or that the Board shall determine to be necessary or desirable to foster the primary purpose of the Association.

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## Section 3. Assessments.

- (a) The maximum annual assessment imposed on any Lot during the first year in which such assessment is due as set forth below shall be Sixty Dollars (\$60.00).
- (b) Each subsequent year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies, relating to the maintenance of the Common Area and administration of the Property pursuant to the terms hereof, as set forth herein, which will be required during the ensuing calendar year for the rendering for all services, together with a reasonable amount necessary for a reserve for emergencies and replacements, as more specifically provided in (g) below, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed equally to each Owner except as provided below and shall be due and payable in such periodic installments as are established by the Board from time to time. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall furnish all Owners with an itemized accounting of the expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or under the actual expenditures, plus reserves. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited equally to each Owner by applying any such excess to expenses and/or reserves for the subsequent year.
- (c) If said "estimated cash requirement" proves inadequate for any reason, to defray the operating expenses and costs during any given year, then the Board shall be authorized to adopt a supplemental budget or budgets and shall determine the amount of a supplemental assessment accordingly. The Board shall serve notice of such supplemental assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such supplemental assessment shall become due at such time as the Board may determine. All Owners required to pay assessments hereunder shall be obligated to pay such supplemental assessment.
- (d) Commencing with January 1 of the year following the year in which the first annual assessment becomes due, the total annual assessment (including any supplemental

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assessment but excluding any special assessments and/or security assessments as provided below) may be increased each year not more than twenty percent (20%) of the previous year's maximum permissible assessment (notwithstanding the fact that the amount of such previous year's actual assessment was less than that year's maximum permissible assessment). Any increase in the annual assessment in excess of the foregoing must be approved by two-third (2/3) of the Members voting in person or by proxy at a meeting duly called for such purpose.

- (e) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any taxes, construction, reconstruction, repair or replacement of a capital improvement located on the Common Area, provided that any such assessments in excess of a total of Fifty and No/100 Dollars (\$50.00) per Lot in any assessment year shall have the assent of two thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be levied equally against each Owner.
- (f) In addition to the annual assessments authorized above, following the first annual meeting of Members, the Association may levy, in any assessment year, security assessments for the purpose of staffing the gate house, installing security and monitoring equipment therein, or undertaking other security measures or controls, provided that any such assessments in excess of a total of Fifty and No/100 Dollars (\$50.00) per Lot in any assessment year shall have the assent of two thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be levied equally against each Owner.
- (g) Written notice of any meeting called for the purpose of taking any action authorized under Section 3(d), (e) or (f) above shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.
- (h) The Board shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary expenditure not included in the "estimated cash requirements" shall be first charged against such reserves in the year of such expenditure. If such reserves are depleted or, in the



opinion of the Board, significantly reduced, then any supplemental budget, or the next regular "estimated cash requirements" shall provide for the re-establishment of such reserves as the Board shall deem reasonably appropriate.

- (i) The failure or delay of the Board to prepare or serve the annual or adjusted estimate or the itemized accounting or other document on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay his annual assessments as herein provided, whenever the same shall be determined. In the absence of a new annual assessment, each Owner shall continue to pay the periodic charge at the then existing rate as established for the prior year until such time as a new rate is established.
- (j) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.
- (k) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Except as otherwise provided elsewhere herein, the Owner of a Lot on the day on which the notice of the levying of a periodical or supplemental assessment is delivered shall personally be liable for the payment of such assessment; and the Owner as of the date of any levy of a special assessment shall be personally liable for such special assessment.

Section 4. Uniform Rate of Assessment. Annual, supplemental, special and security assessments must be fixed at a uniform rate for all Lots subject to such assessments.

Section 5. Commencement and Payment of Assessments. The assessments provided for herein shall commence for each Lot on the first day of the month following the conveyance of such Lot by Declarant to an Owner purchasing the Lot for residential purposes. The initial assessment for each Lot shall be adjusted according to the number of months remaining in the year in which such Lot is conveyed. Prior to the time that such Lot is conveyed by Declarant

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to an Owner purchasing the Lot for residential purposes, such Lot shall be fully exempt from the annual and special assessments, charges and liens created herein. For purposes of this Section 5, conveyance by Declarant of such Lot to any successor and assign which is specifically assigned the rights and obligations of Declarant hereunder, including, without limitation, conveyance to any mortgagee and/or the successors and assigns of such mortgagee through foreclosure or by deed in lieu of foreclosure shall not be deemed a conveyance of such Lot to an Owner purchasing the Lot for residential purposes.

Section 6. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment, regular, supplemental, special or security, which is not paid on the date when due shall be deemed delinquent and if such assessment remains unpaid thirty (30) days after it has become delinquent, such assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of the State of Illinois. Such delinquency shall be a continuing lien and equitable charge running with the land touching and concerning the Lot so assessed and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against his Lot and the residence located thereon, if any. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees, and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate in force from time to time until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed to be a part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Lot owned by such defaulting Owner and upon all of his additions and improvements thereto. In the event of any such default by any Owner, the Board shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner. Any and all rights and remedies granted by this Declaration may be exercised at anytime and from time to time, cumulatively or otherwise by the Board. Should title to any Lot be held by more than one Person, each such Person shall be jointly and severally liable. The enforcement of liens or charges shall be limited to a period of five (5) years.

The venue for all action at law or in equity provided for in this Article VIII shall be in Cook County, Illinois. The persons in possession of any Lot shall be authorized to accept summons on behalf of the Owner or Owners of such Lot.

Upon the recording of notice of lien by the Board, it shall be a lien upon such Lot prior to any other liens or encumbrances, recorded or not recorded, except only:

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- (l) Taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other State or Federal taxes which by law are a lien on the interest of such Owner prior to preexisting recorded encumbrances thereon, and
- (m) Encumbrances on the interest of such Owner recorded prior to the date such notice is recorded, which by law would be a lien thereon prior to subsequently recorded encumbrances.

Notwithstanding anything in this Declaration to the contrary, no amendment or change or modification of this Section 6 of Article VIII shall be effective unless the same shall be first consented to in writing, by all mortgagees of record of each Lot which is subject to this Declaration.

The lien for Common Expenses shall be in favor of the Association, for the benefit of all other Owners who may have the right to bring any action authorized under this Declaration or the By-Laws or otherwise in law or equity. Where the Owner's interest is sold at a public or private sale pursuant to this Declaration or the By-Laws because of the failure to pay the Common Expenses, the Board and their successors in office, acting in behalf of the other Owners, shall have the power to bid in the interest so foreclosed and to acquire and hold, lease, mortgage or convey same.

Section 7. Forcible Entry and Detainer - Further Remedies. In the event of any default by any Owner in the performance of his obligations under this Declaration, the By-Laws or rules or regulations of the Board, the Board, or its agents, in addition to an action for the collection of assessments and foreclosure of the lien, shall have the authority to exercise and enforce any and all rights and remedies as provided in the Illinois Forcible Entry and Detainer Act, as amended from time to time, or as otherwise available at law or in equity for the collection of all unpaid assessments.

Section 8. Mechanic's Liens. The Board may cause to be discharged any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Common Area. Where less than all of the Owners are responsible for the existence of said lien, such Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same, and for all costs and expenses including attorneys' fees and court costs incurred by reason of the lien.

Section 9. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes set forth herein and shall be deemed to be held for the sole benefit, use and account of all Owners equally.

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## ARTICLE IX

### INSURANCE

Section 1. Acquisition of Insurance Coverage. The Board shall obtain insurance coverage for the Common Area to cover against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions (including vandalism and malicious mischief) to the extent that the Common Area is insurable. The insurance shall be for the full insurable replacement value of the Common Area and the insurance premiums shall be a Common Expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association. The insurance coverage shall, if possible, provide that the insurance as to the interest of the Association shall not be invalidated by any act of neglect of any Owner.

The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for nonpayment of premiums without at least fifteen (15) days prior written notice to the Association. The insurance policies shall, if possible, contain waivers of subrogation with respect to the Board, its employees and agents, Owners, members of their household and mortgagees and, if available, shall contain a replacement clause endorsement.

Section 2. Reconstruction of the Property. The insurance proceeds shall be applied by the Board on behalf of the Association for the reconstruction or restoration of the Common Area.

Section 3. Board Acceptance of Insurance Proceeds. Payment by an insurance company to the Board of any insurance proceeds coupled with the receipt and release from the Board of the company's liability under said policy shall constitute a full discharge of said insurance carrier and said carrier shall not be under any obligation to inquire into the terms of any trust pursuant to which the proceeds may be held.

Section 4. Other Insurance. The Board shall have the authority to and shall obtain comprehensive public liability insurance including liability for injuries or death to persons and property damage, in such amounts as it shall deem desirable, and workman's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, Declarant, Developer, and their respective employees and agents, against liability in connection with the Common Area and the streets and sidewalks adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions. The premiums for all such insurance shall be a Common Expense.

Section 5. Owner's Insurance of Lots and Residences. Each Owner shall, at his own expense, obtain and maintain throughout the period of his ownership of a Lot, insurance covering his own Lot and Residence located thereon against loss, damage or destruction by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage insurance provisions, for the full insurable replacement cost of his Residence. Full insurable replacement cost shall be deemed the cost of the restoring such Residence or any part thereof to substantially the same condition in which it existed prior to said damage or destruction. Each such policy of insurance shall contain, if possible, a waiver of subrogation rights by the insurer against other Owners and the Association. At the request of the Board, each Owner shall provide the Board with evidence of such insurance in the form of copies of the applicable policies or certificates of insurance. Each Owner shall be responsible for the insurance of his personal liability to the extent not covered by any liability insurance obtained as part of the insurance coverage for the Common Area. Each Owner shall also be responsible for obtaining and maintaining insurance covering the contents of his Residence and his personal property.

## ARTICLE X

### OFFSITE DETENTION

Following subdivision and development of Outlot A, as designated on the Essex Club Unit 1 Plat of Subdivision, the detention/retention requirements of the Property will be provided off site by KHS within the detention/retention area legally described on Exhibit C attached hereto and made a part hereof and depicted on Exhibit D attached hereto and made a part hereof. Such area (the "Detention/Retention Area") will also provide detention/retention facilities for development of additional property by KHS to be known as Park St. Claire, which property is comprised of approximately 206 acres and is legally described on Exhibit E attached hereto and made a part hereof (the "Park St. Claire Property"). The Detention/Retention area will be conveyed by KHS to the Village, Schaumburg Park District or other governmental authority or agency for the purpose of maintaining the Detention/Retention Area. If the Detention/Retention Area is not dedicated to and accepted by the Village, Schaumburg Park District, or other governmental authority or agency, and is thereby required to be maintained privately by the owners of the property benefitted thereby, including, without limitation, the Owners of the Property and the owners of lots located within the Park St. Claire Property, then the cost of such maintenance shall be assessed against the Park St. Claire Property and the Property. The Association shall annually pay its aliquot portion of the upkeep and maintenance expense of such Detention/Retention Area based upon the annual cost of such upkeep and maintenance multiplied by a fraction, the numerator of which is 44.2 and the denominator of which is the total

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amount of acreage served by such Detention/Retention Area. Such cost shall be included in the Assessments to be collected by the Association pursuant to Article VIII hereof and if unpaid, KHS and/or the Park St. Claire Homeowners' Association shall have all the rights and remedies for non payment of assessments provided therein.

## ARTICLE XI

### GENERAL PROVISIONS

Section 1. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to the Developer at such address as may from time to time be designated by Developer and in lieu of such designation to Post Office Box 89, Barrington, Illinois 60010. Notices to an Owner shall be addressed to his Lot address, however, any Owner may also designate a different address at which he is to be notified. Any notices required pursuant to the provisions of this Declaration shall be deemed to have been properly served when mailed, postage prepaid, certified mail, return receipt requested, to the last known address of the addressee, or when delivered in person with written acknowledgement of the receipt thereof.

Section 2. Severability and the Rule Against Perpetuities. If any provision of this Declaration shall be held invalid, it shall not affect the validity of the remainder of this Declaration. If any provision of this Declaration is deemed to violate the rule against perpetuities or any other rule, statute or law imposing time limitations, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of the President of the United States, George Bush, plus twenty-one (21) years thereafter.

Section 3. Enforcement. The Village of Schaumburg, the Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Village of Schaumburg the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to be abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may have occurred.

Section 4. Remedies Cumulative. All rights, remedies and privileges granted to the Village of Schaumburg, Developer and the Owners pursuant to any of the terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute

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an election of remedies nor shall it preclude such parties thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to them at law or in equity.

Section 5. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

Section 6. Land Trusts. In the event title to a Lot is held by a land trust under which all powers of management, operation and control remain vested in the trust beneficiary or beneficiaries, then the trust estate under said trust and the beneficiaries thereunder from time to time shall be liable for payment of any obligation created under this Declaration against the Lot. No claim shall be made against any such title holder trustee personally for any claim or obligation created hereunder and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest or in the title to such real estate.

Section 7. Captions. The articles and section captions are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

Section 8. Limitation of Liability. It is expressly understood and agreed that any liability of Developer (including any partnership, joint venture or other entity that succeeds to its interest) which may be incurred pursuant to the terms hereof shall be limited solely to the assets of Developer relating to the Property.

Section 9. Rights of Developer. Developer shall have the right to maintain sales facilities, signs and access for construction storage on the Property (exclusive of those portions sold to Owners for residential purposes) for so long as it is conducting marketing activities for all or any portion of the Property.

Section 10. Rights and Obligations. Each grantee of Declarant, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts said deed or contract for himself, his heirs, representatives, successors, lessees, grantees and mortgagees, subject to all restrictions, conditions, covenants, reservations, easements and liens and the jurisdiction, rights and powers created or reserved by this Declaration. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenants, conditions, restrictions, easements, rights, benefits and privileges of every character contained herein,

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shall be deemed and taken to be appurtenant to and covenants running with each Residence, and shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this Declaration were fully recited and set forth in their entirety in such documents. Further, the rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Residence and may not be severed or alienated from such ownership.

Section 11. Successors and Assigns of Developer and/or Declarant. Every right, power or easement granted to or reserved by the Developer and/or Declarant in this Declaration shall inure to the benefit of and may be exercised by any Developer's and Declarant's successors and assigns to whom Developer and/or Declarant expressly assign the rights of Developer and Declarant hereunder. All of such right, power and easement have previously been expressly assigned by Declarant to General Electric Capital Corporation, a New York corporation, pursuant to the terms of that certain Mortgage dated December 15, 1989 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 29, 1989 as Document No. 8961354 and amended by that certain Amending Agreement dated April 16, 1990 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 23, 1990 as Document Number 90313529.

Section 12. Conflict Between Covenants and Municipal Regulations. In the event there is at any time a conflict between any term or provision in this Declaration and any provision of any then effective ordinance, rule or regulation of the Village of Schaumburg, then the most restrictive pertinent provision shall prevail.

Section 13. Village of Schaumburg Approval. Notwithstanding anything to the contrary contained herein, any material change, modification or amendment to any document which required approval under the Subdivision Control Regulations of the Village of Schaumburg, including, without limitation, the Property concept plan, development plan, approved engineering, landscaping plan, or final plat of subdivision, or any change, revision or modification to this Declaration which purports to limit the rights of the Village of Schaumburg hereunder, shall require the prior consent of the Village of Schaumburg.

## ARTICLE XII

### AMENDMENTS TO DECLARATION

Section 1. Approval of Amendments. So long as Developer or Declarant retains title to one (1) or more Lots, this Declaration may be amended by an instrument in writing setting forth the amendment(s) and executed by Developer. Thereafter, provisions of



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this Declaration may be amended by an instrument in writing setting forth the amendment(s) and executed by the Owners representing not less than seventy-five percent (75%) of the Lots constituting the Property; provided that no amendment hereto shall limit the rights of the Village of Schaumburg under Articles VI and XI hereof.

Section 2. Validity of Amendments. No amendments approved pursuant to this Article XII shall become valid until a true and correct copy of same shall have been placed of record in the Office of the Recorder of Deeds of Cook County, Illinois.

## ARTICLE XIII

### DECLARANT'S EXCULPATION

This instrument is executed by Charter Bank and Trust of Illinois (formerly First State Bank & Trust Company of Hanover Park), not personally, but as Trustee and solely in the exercise of the powers conferred upon it as such Trustee. This instrument is executed on the express condition that nothing contained herein shall be construed as creating any liability whatsoever against said Trustee personally. This instrument is executed and delivered by and shall be binding upon such Trustee and any subsequent trustee, not in their own right, but solely in the exercise of the powers conferred upon it as such trustee, and that all personal liability of said Trustee and of any subsequent trustees, of every sort, if any, is hereby expressly waived by all Owners.

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IN WITNESS WHEREOF, the Declarant has affixed its hand and seal the day and year first above written.

DECLARANT:

CHARTER BANK AND TRUST OF ILLINOIS  
(formerly First State Bank & Trust  
Company of Hanover Park), as Trustee  
under Trust Agreement dated October  
12, 1989 and known as Trust No. 1386

ATTEST:

D. Aldo Krause

By:

John J. Hayden

This Instrument Prepared by  
and After Recording Mail  
to:

Scott D. Gudmundson  
Sachnoff & Weaver, Ltd.  
30 South Wacker Drive  
29th Floor  
Chicago, Illinois 60606

PIN: \_\_\_\_\_  
\_\_\_\_\_

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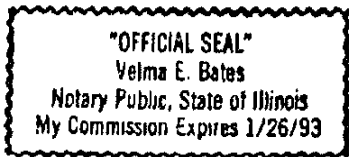
STATE OF ILLINOIS

COUNTY OF DePage

SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John J. Hayes, Assistant Vice President of Charter Bank and Trust of Illinois, and Otto H. Krause, V.P., Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said ~~Assistant Secretary~~ did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of February, 1992.



Velma E. Bates  
Notary Public

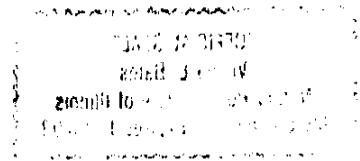
My Commission Expires: 1-26-93

CLERK OF COOK COUNTY Clerk's Office

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Property of Cook County Clerk's Office



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## EXHIBIT A

### 45 Acre Legal Description

THAT PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHEAST 1/4 WITH A LINE 564.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 861.94 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID NORTHEAST 1/4 FROM A POINT ON SAID NORTH LINE, 821.31 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 03 DEGREES 22 MINUTES 46 SECONDS WEST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 176.00 FEET; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4, 304.93 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 80.36 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 69 DEGREES 21 MINUTES 15 SECONDS EAST, 80.01 FEET); THENCE SOUTH 60 DEGREES 08 MINUTES 46 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 138.15 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 497.66 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 52 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 841.09 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 52 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 299.38 FEET TO A POINT ON SAID EAST LINE, 370.00 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 24 DEGREES 47 MINUTES 17 SECONDS WEST, 418.35 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 170.00 FEET, AS MEASURED ALONG SAID SOUTH LINE, WEST OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 40 MINUTES 38 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, 1126.74 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 668.83 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE CONTINUING NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 475.80 FEET TO THE NORTH LINE OF LAND CONVEYED TO THE COUNTY OF COOK BY WARRANTY DEED RECORDED JUNE 29, 1977 AS

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DOCUMENT NO. 24045390; THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, 50.00 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, 292.79 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:           07-23-200-002  
  07-23-200-003  
  07-23-201-001

Common Address:                       Vacant  
  Lakeland Drive and Plum  
  Grove Road  
  Schaumburg, Illinois

Property of Cook County Clerk's Office

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## EXHIBIT B

### DEVELOPER'S PLANS

Belaire  
Ethan Allen  
Regency  
Southampton  
Wellington  
Dover  
Kensington  
Hilldale  
Canterbury  
Essex

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EXHIBIT D

DEPICTION OF DETENTION/RETENTION AREA

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EXHIBIT D

DEPICTION OF DETENTION/RETENTION AREA

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## EXHIBIT C

### DETENTION/RETENTION AREA

PARCEL 4:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF PARK ST. CLAIRE UNIT 1, BEING A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219579, WITH THE NORTH LINE OF SCHAUMBURG ROAD AS WIDENED, ACCORDING TO THE PLAT OF DEDICATION RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219583; THENCE SOUTH 89 DEGREES 16 MINUTES 44 SECONDS WEST ALONG SAID NORTH LINE OF SCHAUMBURG ROAD AS WIDENED, BEING A LINE 60.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH WEST 1/4 OF SAID SECTION 24 AND SAID LINE EXTENDED, 12.87 FEET TO AN ANGLE POINT IN SAID NORTH LINE OF SCHAUMBURG ROAD; THENCE SOUTH 86 DEGREES 41 MINUTES 46 SECONDS WEST ALONG THE NORTH LINE OF SCHAUMBURG ROAD AS WIDENED, ACCORDING TO SAID PLAT OF DEDICATION RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219583, BEING A LINE 60.00 FEET, AS MEASURED AT RIGHT ANGLES NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23, 330.58 FEET TO THE NORTH WEST CORNER OF SAID SCHAUMBURG ROAD AS WIDENED; THENCE SOUTH 03 DEGREES 18 MINUTES 14 SECONDS EAST ALONG THE WEST LINE OF SAID ROAD AS WIDENED, 10.00 FEET TO THE NORTH LINE OF SCHAUMBURG ROAD AS WIDENED BY CONDEMNATION CASE 77L6137, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 41 MINUTES 46 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE OF SCHAUMBURG ROAD, 339.38 FEET TO THE POINT OF BEGINNING OF PARCEL HEREIN DESCRIBED, THENCE CONTINUING SOUTH 86 DEGREES 41 MINUTES 46 SECONDS WEST ALONG SAID NORTH LINE OF SCHAUMBURG ROAD, 672.95 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 52 MINUTES 50 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, 619.24 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 40 MINUTES 38 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTH LINE, 170.00 FEET; THENCE NORTH 24 DEGREES 47 MINUTES 17 SECONDS EAST, 418.35 FEET TO A POINT ON THE EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23, SAID EAST LINE BEING ALSO THE WEST LINE OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23 AND SAID POINT BEING 370.00 FEET, AS MEASURED ALONG THE EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23, NORTH OF THE SOUTH EAST CORNER OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 52 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23, 1638.13 FEET TO THE SOUTH LINE OF THACKER STREET, AS WIDENED, ACCORDING TO THE PLAT OF DEDICATION RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219583; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS

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EAST ALONG SAID SOUTH LINE OF THACKER STREET AS WIDENED, BEING A LINE 14.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23; TO THE SOUTH EAST CORNER OF SAID THACKER STREET AS WIDENED; THENCE CONTINUING NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST, 476.26 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 760 FEET, AN ARC DISTANCE OF 109.33 FEET TO A POINT; THENCE SOUTH 04 DEGREES 15 MINUTES 47 SECONDS WEST, 204.73 FEET; THENCE SOUTH 82 DEGREES 15 MINUTES 50 SECONDS EAST, 208.50 FEET TO A POINT ON A CURVED LINE; THENCE SOUTHERLY ALONG A CURVED LINE, CONVEX WESTERLY, HAVING A RADIUS OF 840 FEET, AN ARC DISTANCE OF 152.75 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02 DEGREES 40 MINUTES 59 SECONDS EAST, A DISTANCE OF 124.54 FEET; THENCE SOUTH 82 DEGREES 09 MINUTES 45 SECONDS WEST, 212 FEET; THENCE NORTH 79 DEGREES 51 MINUTES 18 SECONDS WEST, 162.40 FEET; THENCE SOUTH 60 DEGREES 59 MINUTES 40 SECONDS WEST, 130.58 FEET; THENCE SOUTH 17 DEGREES 33 MINUTES 06 SECONDS WEST 204.03 FEET; THENCE SOUTH 07 DEGREES 51 MINUTES 51 SECONDS WEST, 89.97 FEET; THENCE SOUTH 01 DEGREES 58 MINUTES 45 SECONDS WEST, 310.93 FEET; THENCE SOUTH 11 DEGREES 19 MINUTES 06 SECONDS EAST, 187.42 FEET; THENCE SOUTH 58 DEGREES 22 MINUTES 11 SECONDS WEST, 194.33 FEET; THENCE SOUTH 28 DEGREES 09 MINUTES 34 SECONDS WEST, 304.62 FEET; THENCE SOUTH 08 DEGREES 06 MINUTES 38 SECONDS WEST 193.78 FEET; THENCE SOUTH 81 DEGREES 53 MINUTES 22 SECONDS EAST, 144 FEET; THENCE SOUTH 08 DEGREES 06 MINUTES 38 SECONDS WEST, 40 FEET; THENCE NORTH 81 DEGREES 53 MINUTES 22 SECONDS WEST 144 FEET; THENCE SOUTH 08 DEGREES 06 MINUTES 38 SECONDS WEST, 27.83 FEET; THENCE SOUTH 04 DEGREES 55 MINUTES 02 SECONDS WEST, 129.03 FEET; THENCE SOUTH 19 DEGREES 29 MINUTES 42 SECONDS EAST, 143.02 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 47 SECONDS EAST 226.52 FEET; THENCE SOUTH 19 DEGREES 52 MINUTES 56 SECONDS EAST, 232.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

THAT PART OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF PARK ST. CLAIR UNIT 1, BEING A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219579, WITH THE NORTH LINE OF SCHAUMBURG ROAD AS WIDENED ACCORDING TO THE PLAT OF DEDICATION RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219583; THENCE SOUTH 89 DEGREES 16 MINUTES 44 SECONDS WEST ALONG SAID NORTH LINE OF SCHAUMBURG ROAD AS WIDENED, BEING A LINE 60.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH WEST 1/4 OF SAID SECTION 24 AND SAID LINE EXTENDED, 12.87 FEET TO AN ANGLE POINT IN SAID NORTH LINE OF SCHAUMBURG ROAD; THENCE SOUTH 86 DEGREES 41 MINUTES 46 SECONDS WEST ALONG THE NORTH LINE OF SCHAUMBURG ROAD AS WIDENED, ACCORDING TO SAID PLAT OF DEDICATION RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219583, BEING A LINE 60.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23, 330.58 FEET TO THE NORTH WEST CORNER OF SAID SCHAUMBURG ROAD AS WIDENED; THENCE SOUTH 03 DEGREES 18 MINUTES 14 SECONDS EAST ALONG THE WEST LINE OF SAID ROAD AS WIDENED, 10.00 FEET TO THE NORTH LINE OF

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SCHAUMBURG ROAD AS WIDENED BY CONDEMNATION CASE 77L6137, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 41 MINUTES 46 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE OF SCHAUMBURG ROAD, 1012.33 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 52 MINUTES 50 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, 619.24 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 40 MINUTES 38 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTH LINE, 170.00 FEET; THENCE NORTH 24 DEGREES 47 MINUTES 17 SECONDS EAST, 418.35 FEET TO A POINT ON THE EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23, SAID EAST LINE BEING ALSO THE WEST LINE OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23 AND SAID POINT BEING 370.00 FEET, AS MEASURED ALONG THE EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23, NORTH OF THE SOUTH EAST CORNER OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 52 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23, 1140.47 FEET TO A POINT 497.66 FEET, AS MEASURED ALONG SAID WEST LINE SOUTH OF THE NORTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 64 DEGREES 17 MINUTES 50 SECONDS WEST, 137.79 FEET; THENCE NORTH 62 DEGREES 10 MINUTES 45 SECONDS WEST, 79.75 FEET TO AN INTERSECTION WITH A LINE 388.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 27 MINUTES 14 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 304.93 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23 FROM A POINT ON SAID NORTH LINE, 821.31 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE NORTH WEST CORNER OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST ALONG A LINE WHOSE NORTHERLY EXTENSION INTERSECTS THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23 AT A POINT 850.16 FEET, AS MEASURED ALONG SAID NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23, EAST OF THE NORTH WEST CORNER OF THE NORTH EAST 1/4 OF SAID SECTION 23, 375.03 FEET TO THE SOUTH LINE OF THACKER STREET AS WIDENED, ACCORDING TO THE PLAT OF DEDICATION RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219583; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID SOUTH LINE OF THACKER STREET AS WIDENED, BEING A LINE 14.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23, TO THE NORTH EAST CORNER OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 52 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23, 497.66 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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EXHIBIT E

PARK ST. CLAIRE PROPERTY

PARCEL 1:

LOTS 29 TO 58 ALL INCLUSIVE, IN PARK ST. CLAIRE UNIT 1, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 23 AND THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 24, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1990 AS DOCUMENT NUMBER 90219579, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 1 TO 28, BOTH INCLUSIVE, AND LOTS 59 TO 106, AND OUTLOTS A THROUGH H, ALL INCLUSIVE, IN PARK ST. CLAIRE UNIT 1, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 23 AND THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 24, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1990 AS DOCUMENT NUMBER 90219579, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 13, THE NORTH EAST 1/4 OF SECTION 23 AND THE NORTH WEST 1/4 OF SECTION 24, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF PARK ST. CLAIRE UNIT 1, BEING A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219579, WITH THE NORTH LINE OF SCHAUMBURG ROAD AS WIDENED, ACCORDING TO THE PLAT OF DEDICATION RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219583; THENCE SOUTH 89 DEGREES 16 MINUTES 44 SECONDS WEST ALONG SAID NORTH LINE OF SCHAUMBURG ROAD AS WIDENED, BEING A LINE 60.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH WEST 1/4 OF SAID SECTION 24 AND SAID LINE EXTENDED, 12.87 FEET TO AN ANGLE POINT IN SAID NORTH LINE OF SCHAUMBURG ROAD; THENCE SOUTH 86 DEGREES 41 MINUTES 46 SECONDS WEST ALONG THE NORTH LINE OF SCHAUMBURG ROAD AS WIDENED, ACCORDING TO SAID PLAT OF DEDICATION RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219583, BEING A LINE 60.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23, 330.58 FEET TO THE NORTH WEST CORNER OF SAID SCHAUMBURG ROAD AS WIDENED; THENCE SOUTH 03 DEGREES 18 MINUTES 14 SECONDS EAST ALONG THE WEST LINE OF SAID ROAD AS WIDENED, 10.00 FEET TO THE NORTH LINE OF SCHAUMBURG ROAD AS WIDENED BY CONDEMNATION CASE 77L6137, BEING A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE

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SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 41 MINUTES 46 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE OF SCHAUMBURG ROAD, 1012.33 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 52 MINUTES 50 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, 619.24 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 40 MINUTES 38 SECONDS WEST ALONG SAID LAST DESCRIBED SOUTH LINE, 170.00 FEET; THENCE NORTH 24 DEGREES 47 MINUTES 17 SECONDS EAST, 418.35 FEET TO A POINT ON THE EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23, SAID EAST LINE BEING ALSO THE WEST LINE OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23 AND SAID POINT BEING 370.00 FEET, AS MEASURED ALONG THE EAST LINE OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23, NORTH OF THE SOUTH EAST CORNER OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 52 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23, 1140.47 FEET TO A POINT 497.66 FEET, AS MEASURED ALONG SAID WEST LINE, SOUTH OF THE NORTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE NORTH 64 DEGREES 17 MINUTES 50 SECONDS WEST, 137.79 FEET; THENCE NORTH 64 DEGREES 10 MINUTES 45 SECONDS WEST, 79.75 FEET TO AN INTERSECTION WITH A LINE 388.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 37 MINUTES 14 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 304.93 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23 FROM A POINT ON SAID NORTH LINE, 821.31 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE NORTH WEST CORNER OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST ALONG A LINE WHOSE NORTHERLY EXTENSION INTERSECTS THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23 AT A POINT 850.16 FEET, AS MEASURED ALONG SAID NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23, EAST OF THE NORTH WEST CORNER OF THE NORTH EAST 1/4 OF SAID SECTION 23, 375.03 FEET TO THE SOUTH LINE OF THACKER STREET AS WIDENED, ACCORDING TO THE PLAT OF DEDICATION RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219583; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG SAID SOUTH LINE OF THACKER STREET AS WIDENED, BEING A LINE 14.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23, 970.22 FEET TO THE SOUTH EAST CORNER OF SAID THACKER STREET AS WIDENED; THENCE NORTH 03 DEGREES 22 MINUTES 46 SECONDS WEST ALONG THE EASTERLY LINE OF SAID STREET AS WIDENED, 14.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23, 467.50 FEET, AS MEASURED ALONG SAID NORTH LINE, EAST OF THE NORTH WEST CORNER OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 23; THENCE NORTH 86 DEGREES 37 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 23, 884.34 FEET TO THE NORTH EAST CORNER OF THE NORTH EAST 1/4 OF SAID SECTION 23, BEING ALSO THE SOUTH WEST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 13; THENCE NORTH 00 DEGREES 36 MINUTES 43 SECONDS EAST ALONG THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 13, 1255.03 FEET TO THE SOUTHERLY LINE OF HIGGINS ROAD AS WIDENED; THENCE SOUTH 80 DEGREES 09

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MINUTES 11 SECONDS EAST ALONG SAID SOUTHERLY LINE OF HIGGINS ROAD AS WIDENED, 50.66 FEET TO AN INTERSECTION WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 36 MINUTES 43 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 1121.90 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 650.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 157.65 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 07 DEGREES 33 MINUTES 37 SECONDS WEST, 157.27 FEET); THENCE SOUTH 14 DEGREES 30 MINUTES 31 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 168.10 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX WESTERLY, HAVING A RADIUS OF 760.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 228.04 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 05 DEGREES 54 MINUTES 46 SECONDS WEST, 227.18 FEET); THENCE SOUTH 02 DEGREES 40 MINUTES 59 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 200.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 920.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 258.75 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 10 DEGREES 44 MINUTES 25 SECONDS EAST, 257.90 FEET); THENCE SOUTH 18 DEGREES 47 MINUTES 51 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 122.00 FEET TO THE NORTHERLY LINE OF PARK ST. CLAIRE UNIT 1, AFORESAID; THENCE SOUTH 71 DEGREES 12 MINUTES 09 SECONDS WEST ALONG SAID LAST DESCRIBED NORTHERLY LINE, 80.00 FEET TO THE NORTH WEST CORNER OF SAID PARK ST. CLAIRE UNIT 1, BEING A POINT 1665.10 FEET NORTH AND 4.17 FEET EAST OF THE SOUTH WEST CORNER OF THE NORTH WEST 1/4 OF SAID SECTION 24, AS MEASURED ALONG THE WEST LINE OF SAID NORTH WEST 1/4 AND ALONG A LINE AT RIGHT ANGLES THERETO; THE FOLLOWING FIVE COURSES ARE ALONG THE WESTERLY LINE OF SAID PARK ST. CLAIRE UNIT 1; THENCE SOUTH 18 DEGREES 47 MINUTES 51 SECONDS EAST, 344.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY, HAVING A RADIUS OF 918.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 556.74 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS SOUTH 01 DEGREE 25 MINUTES 24 SECONDS EAST, 548.25 FEET); THENCE SOUTH 15 DEGREES 57 MINUTES 03 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 518.49 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX WESTERLY, HAVING A RADIUS OF 188.34 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 54.80 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS SOUTH 07 DEGREES 36 MINUTES 54 SECONDS WEST, 54.61 FEET); THENCE SOUTH 00 DEGREES 43 MINUTES 16 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 178.25 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

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PARCEL 4: Intentionally omitted.

PARCEL 5:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 13,, THE NORTH EAST 1/4 OF SECTION 23 AND THE NORTH WEST 1/4 OF SECTION 24, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PARK ST. CLAIRE UNIT 1, BEING A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219579, WITH THE WEST LINE OF MEACHAM ROAD AS WIDENED ACCORDING TO THE PLAT OF DEDICATION RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219583; THE FOLLOWING 9 COURSES ARE ALONG THE NORTHERLY LINE OF SAID PARK ST. CLAIRE UNIT 1; THENCE NORTH 89 DEGREES 03 MINUTES 00 SECONDS WEST, 75.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 240.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 63.13 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS SOUTH 83 DEGREES 24 MINUTES 53 SECONDS WEST, 62.95 FEET); THENCE SOUTH 75 DEGREES 52 MINUTES 45 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 90.34 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 240.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 63.13 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS SOUTH 83 DEGREES 24 MINUTES 53 SECONDS WEST, 62.95 FEET); THENCE NORTH 89 DEGREES 03 MINUTES 00 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 240.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 273.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 101.10 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS NORTH 78 DEGREES 26 MINUTES 25 SECONDS WEST, 100.53 FEET); THENCE NORTH 67 DEGREES 49 MINUTES 51 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 389.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 230.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 164.45 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS NORTH 88 DEGREES 18 MINUTES 51 SECONDS WEST, 160.97 FEET); THENCE SOUTH 71 DEGREES 12 MINUTES 09 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 30.00 FEET TO A POINT BEARING

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NORTH 71 DEGREES 12 MINUTES 09 SECONDS EAST, 80.00 FEET FROM THE NORTH WEST CORNER OF SAID PARK ST. CLAIRE UNIT 1; THENCE NORTH 18 DEGREES 47 MINUTES 51 SECONDS WEST, 122.00 FEET; THENCE NORTH 71 DEGREES 12 MINUTES 09 SECONDS EAST, 193.30 FEET; THENCE NORTH 38 DEGREES 43 MINUTES 04 SECONDS EAST, 73.95 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 07 SECONDS EAST, 135.00 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 137.71 FEET (THE CHORD OF SAID ARC BEARS NORTH 40 DEGREES 09 MINUTES 47 SECONDS EAST, 136.96 FEET); THENCE NORTH 39 DEGREES 27 MINUTES 18 SECONDS WEST, 136.88 FEET; THENCE NORTH 55 DEGREES 26 MINUTES 10 SECONDS EAST, 88.14 FEET; THENCE NORTH 67 DEGREES 01 MINUTES 53 SECONDS EAST, 68.97 FEET; THENCE NORTH 03 DEGREES 17 MINUTES 01 SECONDS WEST, 70.00 FEET; THENCE NORTH 12 DEGREES 02 MINUTES 12 SECONDS WEST, 112.30 FEET; THENCE NORTH 60 DEGREES 18 MINUTES 59 SECONDS EAST, 135.00 FEET; THENCE NORTH 29 DEGREES 41 MINUTES 01 SECONDS WEST, 20.00 FEET; THENCE SOUTH 60 DEGREES 18 MINUTES 59 SECONDS WEST, 135.00 FEET; THENCE NORTH 29 DEGREES 41 MINUTES 01 SECONDS WEST, 180.71 FEET; THENCE SOUTH 65 DEGREES 48 MINUTES 28 SECONDS WEST, 91.85 FEET; THENCE NORTH 17 DEGREES 34 MINUTES 51 SECONDS WEST, 137.29 FEET; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 360.00 FEET, AN ARC DISTANCE OF 20.00 FEET (THE CHORD OF SAID ARC BEARS SOUTH 72 DEGREES 25 MINUTES 09 SECONDS WEST, 20.00 FEET); THENCE SOUTH 17 DEGREES 34 MINUTES 51 SECONDS EAST, 137.29 FEET; THENCE SOUTH 79 DEGREES 01 MINUTES 49 SECONDS WEST, 132.42 FEET; THENCE NORTH 76 DEGREES 41 MINUTES 09 SECONDS WEST, 166.49 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 760.00 FEET, AN ARC DISTANCE OF 15.84 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 13 DEGREES 54 MINUTES 41 SECONDS EAST, 15.84 FEET); THENCE NORTH 14 DEGREES 30 MINUTES 31 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 168.10 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 650.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 157.65 FEET TO A POINT OF TANGENCY WITH A LINE 50.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 13 (THE CHORD OF SAID ARC BEARS NORTH 07 DEGREES 33 MINUTES 37 SECONDS EAST, 157.27 FEET); THENCE NORTH 00 DEGREES 36 MINUTES 43 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 227.59 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF MEACHAM ROAD AS WIDENED FROM A POINT ON SAID WEST LINE, 325.99 FEET, AS MEASURED ALONG SAID WEST LINE, NORTHERLY OF THE INTERSECTION OF SAID WEST LINE OF MEACHAM ROAD AS WIDENED WITH THE SOUTH LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 19 MINUTES 07 SECONDS EAST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 1201.49 FEET TO AN INTERSECTION WITH THE WEST LINE OF MEACHAM ROAD AS WIDENED, BEING A LINE 70.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 13; THENCE SOUTH 00 DEGREES 40 MINUTES 53 SECONDS WEST ALONG SAID WEST LINE OF MEACHAM ROAD AS WIDENED, 325.99 FEET TO THE SOUTH LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 13, BEING ALSO THE NORTH LINE OF THE NORTH WEST 1/4 OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 57 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF MEACHAM ROAD AS WIDENED, 55.04 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 89

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DEGREES 03 MINUTES 00 SECONDS EAST, 5.00 FEET TO THE WEST LINE OF MEACHAM ROAD AS WIDENED ACCORDING TO THE PLAT OF DEDICATION RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219583; THENCE SOUTH 00 DEGREES 57 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE OF MEACHAM ROAD AS WIDENED, BEING A LINE 65.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 24, 1076.37 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 6:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 13, THE NORTH EAST 1/4 OF SECTION 22 AND THE NORTH WEST 1/4 OF SECTION 24, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PARK ST. CLAIRE UNIT 1, BEING A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219579, WITH THE WEST LINE OF MEACHAM ROAD AS WIDENED ACCORDING TO THE PLAT OF DEDICATION RECORDED MAY 11, 1990 AS DOCUMENT NO. 90219583; THE FOLLOWING 9 COURSES ARE ALONG THE NORTHERLY LINE OF SAID PARK ST. CLAIRE UNIT 1; THENCE NORTH 89 DEGREES 03 MINUTES 00 SECONDS WEST, 75.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 240.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 63.13 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS SOUTH 83 DEGREES 24 MINUTES 53 SECONDS WEST, 62.95 FEET); THENCE SOUTH 75 DEGREES 52 MINUTES 45 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 90.24 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 240.0 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 63.13 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS SOUTH 83 DEGREES 24 MINUTES 53 SECONDS WEST, 62.95 FEET); THENCE NORTH 89 DEGREES 03 MINUTES 00 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 240.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 273.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 101.10 FEET TO A POINT OF TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS NORTH 78 DEGREES 26 MINUTES 25 SECONDS WEST, 100.53 FEET); THENCE NORTH 67 DEGREES 49 MINUTES 51 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 389.00 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY, HAVING A RADIUS OF 230.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 164.45 FEET TO A POINT OF

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TANGENCY IN SAID LINE (THE CHORD OF SAID ARC BEARS NORTH 88 DEGREES 18 MINUTES 51 SECONDS WEST, 160.97 FEET); THENCE SOUTH 71 DEGREES 12 MINUTES 09 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 30.00 FEET TO A POINT BEARING NORTH 71 DEGREES 12 MINUTES 09 SECONDS EAST, 80.00 FEET FROM THE NORTH WEST CORNER OF SAID PARK ST. CLAIRE UNIT 1; THENCE NORTH 18 DEGREES 47 MINUTES 51 SECONDS WEST, 122.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 71 DEGREES 12 MINUTES 09 SECONDS EAST, 193.30 FEET; THENCE NORTH 38 DEGREES 43 MINUTES 04 SECONDS EAST, 73.95 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 07 SECONDS EAST, 135.00 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 137.71 FEET (THE CHORD OF SAID ARC BEARS NORTH 40 DEGREES 09 MINUTES 47 SECONDS EAST, 136.96 FEET); THENCE NORTH 39 DEGREES 27 MINUTES 18 SECONDS WEST, 136.88 FEET; THENCE NORTH 55 DEGREES 26 MINUTES 10 SECONDS EAST, 88.14 FEET; THENCE NORTH 67 DEGREES 01 MINUTES 53 SECONDS EAST, 68.97 FEET; THENCE NORTH 03 DEGREES 17 MINUTES 01 SECONDS WEST, 70.00 FEET; THENCE NORTH 12 DEGREES 02 MINUTES 12 SECONDS WEST, 112.30 FEET; THENCE NORTH 60 DEGREES 18 MINUTES 59 SECONDS EAST, 135.00 FEET; THENCE NORTH 29 DEGREES 41 MINUTES 01 SECONDS WEST, 20.00 FEET; THENCE SOUTH 60 DEGREES 18 MINUTES 59 SECONDS WEST, 125.00 FEET; THENCE NORTH 29 DEGREES 41 MINUTES 01 SECONDS WEST, 180.71 FEET; THENCE SOUTH 65 DEGREES 48 MINUTES 28 SECONDS WEST, 91.85 FEET; THENCE NORTH 17 DEGREES 34 MINUTES 51 SECONDS WEST, 137.29 FEET; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 360.00 FEET, AN ARC DISTANCE OF 20.00 FEET (THE CHORD OF SAID ARC BEARS SOUTH 72 DEGREES 25 MINUTES 09 SECONDS WEST, 20.00 FEET); THENCE SOUTH 17 DEGREES 34 MINUTES 51 SECONDS EAST, 137.29 FEET; THENCE SOUTH 79 DEGREES 01 MINUTES 49 SECONDS WEST, 132.42 FEET; THENCE NORTH 76 DEGREES 41 MINUTES 09 SECONDS WEST, 166.49 FEET; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 760 FEET, AN ARC DISTANCE OF 212.20 FEET; THENCE SOUTH 02 DEGREES 40 MINUTES 59 SECONDS EAST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 200 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 920 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, (THE CHORD OF SAID ARC BEARS SOUTH 10 DEGREES 44 MINUTES 25 SECONDS WEST, 257.90 FEET), AN ARC DISTANCE OF 258.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

## PARCEL 7:

THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION WITH THE WESTERLY LINE OF NEACHAM ROAD AS WIDENED,

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BEING A LINE OF 70.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 00 DEGREES 40 MINUTES 53 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 325.99 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 19 MINUTES 07 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 1251.49 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 00 DEGREES 36 MINUTES 43 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE 902.38 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF HIGGINS ROAD AS WIDENED; THENCE SOUTH 80 DEGREES 09 MINUTES 11 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTHERLY LINE, 1268.79 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF MEACHAM ROAD AS WIDENED, BEING A LINE 70.00 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 00 DEGREES 40 MINUTES 53 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 700.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## CONSENT OF MORTGAGEE

General Electric Capital Corporation, a New York corporation, as Mortgagee under Mortgage dated December 15, 1989, and recorded in the office of the Recorder of Deeds of Cook County, Illinois on December 29, 1989 as Document No. 89621854 and amended by that certain Amending Agreement dated April 16, 1990 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on June 23, 1990 as Document Number 90313529, hereby consents to the execution and recording of the within Declaration of Protective Covenants for Essex Club and agrees that the aforesaid Mortgage is subject to the provisions thereof.

IN WITNESS WHEREOF, General Electric Capital Corporation has caused this instrument to be signed by its duly authorized officers on its behalf on this 10<sup>th</sup> day of February, 1992.

General Electric Capital  
Corporation

By: *Peter A. Cap...*

Its: *Investment Mgr.*

ATTEST:

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

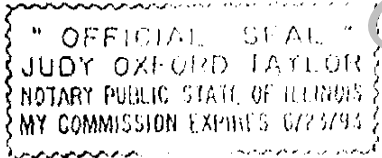
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STATE OF ILLINOIS )  
                          )     SS.  
COUNTY OF COOK     )

I, Judy Oxford Taylor, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Peter A. Cowan, Vice. Pres. of General Electric Capital Corporation and \_\_\_\_\_ thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Judy Taylor and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of February, 1992.



Judy Oxford Taylor  
Notary Public  
My Commission Expires: \_\_\_\_\_

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