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1993 SUPPLEMENT TO
ENVIRONMENTAL PRESERVATION DECLARATION RECORDING #57.50
FOR THE COURTS OF REGENT WOOD 9333 TRAN 3710 05/07/93 16:20:00
: 7368 : *-93-346555
: COOK COUNTY RECORDER

This 1993 Supplement to Declaration is made as of this 27th of April, 1993 by Glenview State Bank, not personally, but solely as Trustee under the provisions of that certain Trust Agreement dated the 21st day of December, 1982 and known as trust No. 3085 ("Declarant").

WHEREAS, that certain real estate situated in the Village of Northfield, Cook County, Illinois, legally described on Exhibit A attached hereto, is commonly known as the Courts of Regent Wood and comprise a planned development pursuant to Ordinance #289 adopted October 21, 1980 recorded in the Office of the Cook County Recorder on November 24, 1980 as Document No. 25678354 ("Ordinance"), as amended by Ordinance #440 dated November 13, 1985 and recorded as Document No. 85290064, as amended by Ordinance #448 dated December 16, 1986 and recorded as Document No. 87522358, as amended by Ordinance #68-534 dated February 23, 1988 and recorded as Document No. 88110853, as amended by Ordinance #569 dated October 18, 1988 and recorded as Document No. 89225077; and

WHEREAS, Declarant entered into an Environmental Preservation Declaration for the Courts of Regent Wood ("Original Declaration") on July 14, 1987 recorded in the Office of the Cook County Recorder of Deeds on August 25, 1987 as Document No. 87467969, as supplemented and amended by a Supplement to Environmental Preservation Declaration for the Courts of Regent Wood ("Supplemental Declaration") on August 16, 1989 recorded in the Office of the Cook County Recorder of Deeds on August 22, 1989 as Document No. 89389821 and Second Supplement recorded October 29, 1990, as Document No. 90525303, and Declaration for Courts of Regent Wood Phase III dated October 26, 1990, recorded October 29, 1990 as Document No. 90525304 (the Original Declaration and Supplements are herein collectively referred to as "Declaration"); and

WHEREAS, the portion of the Courts of Regent Wood identified as Phase III (the "Phase III Property") is identified as such on Exhibit A attached hereto; and

WHEREAS, Section P of Article XI of the Declaration permits Declarant to amend the Declaration prior to the

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RETURN AFTER RECORDING TO:
WILLIAM M. LAYTON
300 N. LA SALLE
SUITE 1515
CHICAGO IL 60601

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Turnover Date, as therein defined; and the said Turnover Date has not yet occurred; and

WHEREAS, Declarant desires to supplement, and amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant hereby supplements, and amends the Declaration as follows:

1. All the terms herein shall have the same meaning as set forth in the Declaration, except as specifically set forth herein otherwise.

2. Article I, DEFINITIONS, of the Declaration is amended to delete all such Definitions and to substitute the following in lieu thereof:

A. ACT. The Condominium Property Act of the State of Illinois, as it may be amended from time to time.

B. ADJACENT GARDEN AREA. The area or areas, located in the Environmental Preservation Area to the front, side or rear of any Country Home Unit and immediately adjacent to such Country Home Unit or its Private Garden and/or Patio, intended for the same use as that of the Private Garden and/or Patio, and which the Courts of Regent Wood Homeowners Association Board from time to time designates as being for the exclusive use for such purpose by the Owners and Occupants of such Country Home Unit.

C. ASSOCIATION. A not-for-profit corporation to be organized under the Illinois Not-For Profit Corporation Act and vested with the administration and management of the Environmental Preservation Area in the Phase I, II and III Developments (except the Special Country Home Matters) at the time and in the manner provided in this Declaration and in the By-Laws, attached hereto as Exhibit B, and to be known as THE COURTS OF REGENT WOOD ENVIRONMENTAL PRESERVATION ASSOCIATION (sometimes referred to herein as "EPA").

D. ASSOCIATION BOARD. The Board of Directors of the EPA.

E. BERMS. The embankments or serpentine mounds on the peripheral borders of the Development and elsewhere

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within the Environmental Preservation Area or Common Elements.

F. BUILDING. A structure consisting either of one or a number of Homes, and any other structure or structures now or hereafter located on the Phases I, II and III Development.

G. BY-LAWS. The By-Laws of the Courts of Regent Wood Environmental Preservation Association, as set forth on Exhibit "B" attached hereto and made a part hereof, as they may be amended from time to time.

H. COMMON ELEMENTS. That portion of the Development other than the Homes, Condominium Units and Buildings, which is the same as the Environmental Preservation Area.

I. CONDOMINIUM UNIT. A Condominium Unit is a residential dwelling Unit located in a Building designed for independent use as a one household dwelling having lawful access to a public or private roadway and/or easement to a public or private roadway.

J. CONDOMINIUM DECLARATION. The Declaration of Condominium recorded pursuant to the Act with respect to any portion of the Phase III Development submitted to the Act.

K. COUNTRY HOME BUILDING. A Building in the Phases I and II Development with one or more rooms, occupying one or more floors, designed for independent use as a one household dwelling and garage area having lawful access to a public or private road and/or easement.

L. COUNTRY HOME UNIT. A Country Home Building together with

1. any Front Entrance, Private Garden and Patio adjacent to such Country Home Building and to which the Owner thereof may be in legal title, and;

2. any utility facilities lying within the area comprised of the above portions of the Country Home Unit and which service only such Country Home Unit.

M. DECLARANT. GLENVIEW STATE BANK, as Trustee under Trust Agreement dated December 21, 1982, and known as

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Trust No. 3085, its legal representatives, successors and assigns.

N. DECLARATION. This instrument, as from time to time amended.

O. DEVELOPER. THE BLIETZ ORGANIZATION, INCORPORATED, a Delaware corporation, its legal representatives, successors and assigns.

P. DEVELOPMENT. The real estate legally described on Exhibit "A" hereto and commonly known as The Courts of Regent Wood, Northfield, Illinois, all improvements and structures erected, constructed or contained therein or thereon, including all Buildings, all buildings and improvements on or hereafter constructed on the Phase I, II and Phase III Developments, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment, intended for the mutual use of the Owners and Phase III Development Owners, excepting any such portion or portions of the Phase III Development, and easements, rights and appurtenances belonging thereto and fixtures and equipment which at the option of either Declarant or Developer at any time and from time to time until the Turnover Date may be released or withdrawn from the provisions of this Declaration.

Q. ENTRANCE(S). The Winnetka Avenue and Waukegan Road entrances and any other accessway for ingress to and egress from the Development including, but not limited to, any structures, walls, fencing, permanent signs and landscaping alongside Winnetka Avenue or Waukegan Road or any other access way to the Development.

R. ENVIRONMENTAL PRESERVATION AREA. That portion of the Development other than the Homes, Condominium Units and Buildings, which is the same as the Common Elements.

S. ENVIRONMENTAL PRESERVATION ASSOCIATION (EPA) COMMON EXPENSES. Expenses of the EPA relating to the administration of the Association and the upkeep, maintenance, repair, restoration, reconstruction, replacement, administration and operation of the Environmental Preservation Area including, but not limited to:

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1. All sums lawfully assessed, levied or otherwise imposed against the Association, Developer or Declarant by any governmental authority or agency;

2. All sums lawfully assessed as Association Common Expenses to Owners of Homes and Condominium Units by Declarant, Developer, the Association or the Association Board; and

3. Expenses declared Association Common Expenses by this Declaration, including, but not limited to, the expenses listed or incurred under Section A, B, C, D, E, F, H, I, J, K, L, N, Q and X(1) of Article V and Section E(1) of Article VIII or the By-Laws, but shall specifically exclude Special Country Home Expense.

T. **FINAL SALE.** The closing of the sale and the transfer of title to a bona fide third party purchaser by the Declarant of the last Home in the Phase I and II Development and the closing of the sale and transfer of title to a bona fide third party purchaser of the final Condominium Unit or other residential dwelling unit in the Phase III Development constructed, under construction or planned for construction by Developer therein.

U. **FREE STANDING ENCLOSURE WALL.** Any enclosure on the perimeter of the Development.

V. **FRONT ENTRANCE.** The paved entry area leading from a public road or the Environmental Preservation Area to a garage door of a Home.

W. **HOME.** A Country Home Unit in the Phases I and II Development.

X. **LANDSCAPING COMMON ELEMENTS.** That portion of the Common Elements which are not part of a Building

Y. **LIMITED COMMON ELEMENTS.** That portion of the Common Elements designated in the Condominium Declaration as being reserved for the use of a certain Condominium Unit or Units to the exclusion of other Condominium Units.

Z. **LOT.** Any subdivision lot depicted on the Plat of Subdivision for the Courts of Regent Wood recorded in the office of the Cook County Recorder of Deeds on July 15,

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1987, as Document No. 87390230. As used herein, "lot" shall have the same meaning as "Lot".

AA. OCCUPANT. Any Person residing in a Home or Condominium Unit pursuant to the terms and conditions of the Condominium Declaration, this Declaration and the applicable By-Laws and who shall, in any event, fall within one of the following categories:

1. The Owner and members of the household of the Owner residing in a Home or Condominium Unit; or

2. Members of a family, household, or other group in sole occupancy of a Home or Condominium Unit with the permission of the Owner (including without limitation tenants and occupants thereof), subject to the provisions of Section D of Article XI hereof.

BB. OPEN PARKING AREA. An unenclosed portion of the Environmental Preservation Area containing one (1) or more open non-assigned parking spaces.

CC. OPEN PARKING SPACE. An unenclosed portion of the Phases I and II Development within an Open Parking Area originally designed and intended for the parking and storing of motor vehicles.

DD. OWNER. The Person whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Home, or Condominium Unit. For all purposes in this Declaration and the By-Laws, including, without limitation, the purposes of Article VIII and Section D of Article XI hereof, the word Owner shall include any beneficiary of a trust, shareholder of a corporation, partner of a partnership, whether limited or a general, or participant in any venture holding legal title to a Home, and shall include Declarant. The word Owner shall not include Developer. Notwithstanding any applicable theory of the mortgage, the term Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

EE. OWNER-PARTICIPANT. If an Owner shall be comprised of more than one (1) Person, each such Person

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shall sometimes be referred to herein as an Owner-Participant.

FF. PATIO; DECK; ADJACENT PATIO AREA. Each Patio is the area or areas to the front, rear or side of and immediately adjacent to any Country Home Building, to which the Owner of such Country Home Building may be in legal title, originally designed and intended for the personal use of the Owner or Occupant of such Country Home Building for purposes of a patio, deck or other related purpose. Each patio adjacent to any Country Home Building is a part of such Country Home Unit which encompasses such Country Home Building. Each Adjacent Patio Area is the area or areas, located in the Environmental Preservation Area, to the front, rear or side of any Country Home Unit and immediately adjacent to such Country Home Unit or its patio, intended for the same use as that of the patio and which the Association Board from time to time designates as being for the exclusive use for such purpose by the Owners and Occupants of such Country Home Unit.

GG. PERSON. A natural individual, corporation, partnership or other legal entity capable of holding title to real property.

HH. PHASES I AND II DEVELOPMENT. That portion of the Development which lies east of the Phase III Development and which is legally described on Exhibit "C" hereto, all improvements and structures erected, constructed or contained therein or thereon, including all Buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use of the Owners excepting any such portion or portions of such totality, and easements, which at the option of either Declarant or Developer at any time or from time to time hereafter until the Turnover Date may be released or withdrawn from the provisions of this Declaration.

II. PHASE III DEVELOPMENT. That portion of the Development legally described on Exhibit "D" hereto, all improvements and structures erected, constructed or contained therein or thereon, including all buildings and structures, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment excepting any such portion or portions of such totality and easements,

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which at the option of either Declarant or Developer at any time and from time to time hereafter may be released or withdrawn from the provisions of this Declaration.

JJ. PHASE III DEVELOPMENT OWNER. The owner or owners from time to time of a fee simple interest in any part or parts of the Phase III Development, (including any owners of Condominium units, after the Turnover Date, which are established in Phase III), including any beneficiary of a trust, shareholder or a corporation, partner of a partnership, whether limited or general, or participant in any venture holding legal title to any fee simple interest in the Phase III Development, and shall include Declarant (but not Developer). Notwithstanding any applicable theory of the mortgage, the term Phase III Development Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

KK. PRIVACY WALL. A separation between areas immediately adjacent to Country Home Units (except any Building Common Element) or Country Home Buildings consisting of wood, brick or other material designed to provide privacy between such areas.

LL. PRIVATE GARDEN. The area or areas to the front, side or rear of and immediately adjacent to any Country Home Building, to which the Owner of such Country Home Building may be in legal title, originally designed and intended for the personal use of the Owner or Occupant of such Country Home Building for purposes of a greenhouse, solarium, patio, deck, pool, garden or other related purpose.

MM. PRIVATE ROAD. The paved areas in the Environmental Preservation Area for ingress, egress and internal movement by vehicles and pedestrians to, from and within the Phase I, II and III Development.

NN. PRIVATE ROAD PARKING AREA. The portions of the Private Roads as from time to time the Association Board designates as areas to be used for parking motor vehicles, subject to such rules and regulations as the Association Board from time to time promulgates, and subject to applicable governmental regulations.

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OO. PRIVATE PATH. The paved areas for ingress and egress and internal movement to, from and within the Phases I and II Development.

PP. SPECIAL COUNTRY HOME BOARD. All of the members of the Association Board except members thereof elected by the Phase III Development Owners.

QQ. SPECIAL COUNTRY HOME EXPENSES OR SPECIAL EXPENSES. Those portions of the Common Expenses which are expended or incurred by the Association or the Special Country Home Board (i) directly for the upkeep and maintenance of one or more Country Home Units, (ii) for insurance for the Country Home Units, (iii) for the purchase by the Association of a Country Home Unit or (iv) such other matters which are for the primary benefit of the Country Home Units or the owners of Country Home Units, including those matters and expenses set forth in Article VIII (E)(3).

RR. SPECIAL COUNTRY HOME MATTERS. All those matters which pertain exclusively to the Country Home Units and the Owners of Country Home Units in Phase I and II to the exclusion of Owners of Condominium Units or other real estate in the Phase III Development including but not limited to those matters set forth in Sections G, M, O, V and X(2) of Article V, Sections A and B (as it pertains to the Country Homes Units) of Article VII and Sections D(1),(2),(3), (4) and (5) of Article XI of this Declaration and the By-laws.

SS. TURNOVER DATE. The date on which, at the option of Developer and in its sole discretion, the management and direction of any Association is turned over to the Association Board, which date shall not be earlier than the date on which the Association is organized nor later than the date which is thirty (30) days after the date of the Final Sale.

TT. UTILITIES. Storm sewers, sanitary sewers, telephone, cable television, water, gas, electric and other utility facilities within the Environmental Preservation Area, but excluding utility facilities lying within and servicing only one (1) Home. The service and power supplied through or by use of such facilities are not comprehended in the term "Utilities". It is contemplated that all such

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services and power will be supplied by appropriate public or private entities.

3. Declarant presently intends that the Phase III Development (exclusive of the Bank Parcel as defined in the Second Supplement) some or all of which shall be known as the Regent Villas, a condominium, shall consist of several parcels together with improvements to be constructed thereon, which parcels are intended to be submitted to the provisions of the Illinois Condominium Property Act. Upon such submission of all or part of the Phase III Property the portion or portions so submitted shall be held, owned and administered in accordance with the provisions of said Act and in accordance with the respective Declaration of Condominium recorded therefor by the Declarant. The Phase III Development and the Phases I and II Development will in all respects be (and continue to be) subject to the Declaration as amended, supplemented and modified from time to time.

4. Article II and all Sections thereof are amended so that wherever the term (i) "Phase I and II Development" is used it is amended to mean "Phase I, II and III Development," (ii) "Home" as used is amended to mean "Home(s) and Condominium Units(s) and (iii) "Estate Garden Area," "Estate Adjacent Garden Areas," "Estate Area," or other similar terms are deleted.

5. Section E(3) and G of Article III is amended to delete "Phase I and II Development" and to insert "Phase I, II and III Development" in lieu thereof.

6. Article IV is amended:

(i) to delete Section B thereof.

(ii) Sections A and C of Article IV are amended to delete "Phase I, and II Development" wherever written and to substitute "Phase I, II and III Development" therefor.

(iii) Section D of Article IV is amended to delete the word "Home" wherever mentioned and to substitute "Home(s) or Condominium Units(s) therefor."

(iv) Section G of Article IV is amended to delete "Phase I and II Development" and to substitute therefore "Phase I, II and III Development."

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(v) Article IV is amended to add the following Sections:

I. **Administration of Special Country Home Matters.** The direction, operation and administration of the Special Country Home Matters shall be vested in Developer until such time as the Association is organized, at which time the direction, operation and administration of The Special Country Home Matters shall be vested in the Special Country Home Board.

J. **Special Country Home Board.** The Special Country Home Board shall consider all of the Special Country Home Matters at such meetings as the Special Country Board shall deem necessary which such Special Country Home Board meetings may occur simultaneously with or immediately before or after Association Board Meetings; provided the Special Country Home Board shall meet no less than four times each year. Notices of Special Country Home Board Meetings or special meetings thereof shall be given within the same time limits and according to the same guidelines as shall be set forth for Association Board Meetings and special Association Board Meetings, as set forth in Section G of this Article IV or in the Bylaws; provided that the Special Country Home Board shall have the exclusive right to vote on Special Country Home Matters. Any action taken by the Special Country Home Board shall require a majority vote of the Special Country Home Board. The Owners of Country Home Units may, at special meetings called by fifty (50%) of the Owners of Country Home Units, adopt such rules and regulations with respect to Special Country Home Matters by a vote of two-thirds (2/3) of the Owners of Country Home Units, provided prior to the date of the Final Sale all such matters must first be approved in writing by Developer prior to being effective."

7. Article V is amended as follows:

(i) The terms "Estate Development" and "Estate Association" shall be deleted wherever used or whenever written;

(ii) Wherever the phrase "Phase I and II Development" is written the same shall be deleted and the terms "Phase I, II and III Development" shall be inserted;

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(iii) Section V is amended to delete the word "Home" wherever written and to substitute the word "Building" therefor:

(iv) Section BB is deleted in its entirety.

8. Article VI is amended to delete the same in its entirety.

9. Article VII is amended, to add the following to Section C:

"Notwithstanding the foregoing, the Association shall not be required to contract for or provide any insurance with respect to any Building submitted to the Act; provided that the board of directors of the condominium association shall furnish to the Association a certificate of insurance no later than the first business day of each year evidencing that the insurance required to be maintained by the condominium association as required by the Condominium Declaration therefor is in full force and effect. Such certificate shall evidence the Association as an additional insured thereunder and that the Association shall receive at least 10 days prior written notice of cancellation thereof.

10. Article VIII is amended as follows:

(i) Section E(1)(a) shall include costs of the maintenance, upkeep and operation of the Environmental Preservation Area which shall include snow removal, landscaping, ponds, berms, private roadways, entrances and all other matters with respect to the Environmental Preservation Area. Such costs shall specifically exclude Special Country Home Expenses, which shall be borne by the Owners of Country Home Units. Notwithstanding anything contained in this Declaration to the contrary, the Owners of Condominium Units for each Building subjected to the Act shall be responsible for nine and three-tenths (9.3%) per cent of the Association Expenses (exclusive of Special Country Home expenses) for each of the Buildings subjected to the Act; provided that on the earlier of the date that seventy-five (75%) percent of the residential dwelling units intended to or actually constructed on the Phase III Development or ten (10) years from the date of the last amendment to this Declaration, the Phase III Development

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Owners shall bear 28% of the Association Common Expenses (exclusive of the Special Country Home Expenses).

(ii) Section F is amended to insert the phrase "and Condominium Unit" after the word "Home" wherever written.

(iii) Section G is amended to delete the same in its entirety and to insert the following:

"First Operating Budget. When the first Association Board, elected hereunder on or after the Turnover Date, takes office, it shall determine the operating budget for the Association and the Special Country Home Board shall determine the first operating budget, if appropriate, with respect to the Special Country Home Matters for the period commencing the first day of the first month after the Turnover Date and terminating on December 31 of the same calendar year. The Owners (or the Owners of Country Home Units if applicable), shall thereafter be liable for and shall pay their respective portion thereof for such partial year. Thereafter, the budgets and assessment shall be prepared and paid on a calendar year basis.

(iv) Section K is deleted in its entirety.

11. Article IX (A)(1) is amended to delete the phrase "Phases I and II Development" and to substitute therefor "Phases I, II and III Development").

12. Article X is amended as follows:

(i) Section B is deleted in its entirety and the following is substituted therefore:

"The Phase III Development Owners shall be responsible for the upkeep for the Phase III Development until a Building is constructed thereon and occupied by Owners or Occupants for residential living and shall not be responsible for or pay any assessments to the Association. After a Building is constructed on the Phase III Development and occupied by an Owner or Occupant for residential living use then the Association shall be responsible for the upkeep, maintenance and repair of that portion of the Phase III Development lying in the Environmental Preservation Area and the Owners of the Phase III Developments shall bear their share of the Common Expenses as set forth in Article

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VIII(E)(1) subject to Article VIII Section E(1)(a) as amended in this document. The Owner or Owners of a Building shall be responsible for the upkeep, maintenance and repair of a Building or a Building and so much of the Phase III Development as shall be subjected to the Act from time to time. Notwithstanding the foregoing, until the Final Sale of a Condominium Unit or so long as the Declarant or Developer owns an interest in the Phase III Development (including a beneficial interest in Declarant), such rights may, if elected by Developer, be exercised solely by Developer and or Declarant, including but not limited to the appointment of the Phase III Development's representatives to the Association Board.

(ii) Section C of Article X is amended to delete "IV" in the first sentence thereof and to insert "V" in lieu thereof;

(iii) The final sentence of Section C is deleted and the following is inserted

"The annexation and inclusion of the Phase III Development (excluding the Bank Parcel as defined in the Second Supplement) is hereby ratified and confirmed and the Phase III Development shall be owned, sold, mortgaged and otherwise held subject to and in accordance with the terms of this Declaration as it may be amended from time to time.

13. Article XI is amended as follows:

(i) The addresses of Developer, Declarant and Association is:

c/o The Elietz Organization, Incorporated
2530 Crawford Avenue
Evanston, Illinois 60201

(ii) Section X is added as follows:

X. Bylaws The Bylaws of the Association attached as Exhibit B are amended by deleting the same and substituting Amended Exhibit B therefor. The Bylaws of the Association may not be amended to reduce the Association Board Members from the Phase III Development to less than one-third (1/3) of the total Association Board Members and may not be

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amended to change any of the Special Country Home Matters.

(iii) Section Y is added as follows:

Y. Country Home Association. The Owners of the Country Home Units may incorporate an Illinois not for profit corporation named the Regent Wood Country Home Association or similar name ("Country Home Association") which may adopt bylaws and rules and regulations in order to operate and administer the special Country Home Matters, provide for the election of the special Country Home Board and determine the Special Country Home Expenses and the collection thereof; provided the Bylaws or rules and regulations may not in any manner contravene the terms of the Declaration or the Association Bylaws or Association rules and regulations.

In all other respects, the Declaration, as amended from time to time, and as amended shall remain in full force and effect.

It is expressly understood anything herein to the contrary notwithstanding that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Declarant, while purporting to be representations, covenants, undertakings and agreements of said Declarant are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by Declarant or for the purpose or with the intention of binding said Declarant personally but are made and intended for the purpose of binding only that portion of the trust estate specifically described herein, and this instrument is executed and delivered by Declarant not in its own right, but solely in the exercise of the powers conferred upon it as such Declarant, and no personal liability or personal responsibilities are assumed by nor shall at any time be asserted or enforceable against the Glenview State Park, as trustee, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings or agreements of Declarant contained in this instrument, either expressed or implied, all such personal liability, if any.

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being expressly waived and released

IN WITNESS WHEREOF, GLENVIEW STATE BANK, as Trustee aforesaid, and not personally, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its Vice President, and attested by its Assistant Trust Officer the day and year first above written.

GLENVIEW STATE BANK, not personally, but solely as Trustee under Trust Agreement dated December 21, 1982 and known as Trust No. 3085

By: *Suzanne Elmi*

ASSY Vice President

ATTEST:

By: *Alice Hanson*

Assistant Trust Officer

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1 ["Phase I Development"]:

Lots 1 to 21, both inclusive, and Outlet A in Courts of Regent Wood Unit 1, being a subdivision of parts of Lots 25, 26 and the West 1/3 of Lot 27 in County Clerk's Division of Section 23, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, pursuant to subdivision plat recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 15, 1987 as Document No. 87390230.

Parcel 2 ["Phase II Development"]:

Lots 22 to 35, both inclusive, and Outlet B in Courts of Regent Wood Unit 2, being a subdivision of parts of Lots 25, 26 and the West 1/3 of Lot 27 in County Clerk's Division of Section 23, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, pursuant to subdivision plat recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 15, 1987 as Document No. 87390231.

Parcel 3 ["Phase III Development"]:

That part of the Southeast 1/4 of Section 23, Township 42 North, Range 12 East of the Third Principal Meridian, being a part of Lots 25 and 26 in County Clerk's Division of said Section 23 described as follows: Commencing at the Southwest corner of Winnetka Court as dedicated by Mason's Subdivision according to the plat thereof recorded April 9, 1962 as Document No. 18443366, being a point on the South line of said Southeast 1/4 of Section 23; thence South 90 degrees West along said last described South line, 1047.27 feet for a place of beginning; thence continuing South 90 degrees West along said last described South line, 331.03 feet to the center line of Waukegan Road; thence North 07 degrees 14 minutes 30 seconds West along said center line of Waukegan Road, 76.89 feet; thence continuing along said center line of Waukegan Road North 04 degrees 03 minutes 30 seconds West, 444.98 feet to a westerly extension of the South line of amended plat of Dorina Estates subdivision according to the plat thereof recorded February 28, 1980 as Document No. 25376065; thence North 90 degrees East along said last described westerly extension, 364.55 feet; thence South 00 degrees 05 minutes 14 seconds East, 520.20 feet to the place of beginning, in Cook County, Illinois.

Property Address:

Winnetka Road and Waukegan Road, Northfield, Illinois.

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PIN NUMBERS

Phase I:

04-23-402-001-0000
04-23-402-002-0000
04-23-402-003-0000
04-23-402-004-0000
04-23-402-005-0000
04-23-402-006-0000
04-23-402-007-0000
04-23-402-008-0000
04-23-402-009-0000
04-23-402-010-0000
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04-23-402-013-0000
04-23-402-014-0000
04-23-402-015-0000
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04-23-402-017-0000
04-23-402-018-0000
04-23-402-019-0000
04-23-402-020-0000
04-23-402-021-0000
04-23-401-025-0000

Phase II:

04-23-402-038-0000
04-23-402-039-0000
04-23-402-040-0000
04-23-402-041-0000
04-23-402-042-0000
04-23-402-043-0000
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04-23-402-045-0000
04-23-402-046-0000
04-23-402-047-0000
04-23-402-048-0000
04-23-402-049-0000
04-23-402-050-0000
04-23-402-051-0000
04-23-401-052-0000

Phase III:

04-23-401-105-0000
04-23-401-106-0000
04-23-401-037-0000

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