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COOK COUNTY, ILLINOIS  
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## OPTION AGREEMENT

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This Option Agreement is made and entered into as of this 5 day of April, 1993 by and between Charles Page and Pamela Page ("Purchaser"), ADIA Corporation and LaSalle National Trust, N.A., as successor to LaSalle National Bank as Trustee under Trust Agreement dated August 31, 1987 and known as Trust No. 112574 (the "Trust").

In consideration of (i) the payment of \$50,000 to the ADIA Corporation, and (ii) the purchase of Lots 7 and 10 in Thorn Tree Subdivision.

1. The Trust grants to the Purchaser the option to purchase Lot 3 in Thorn Tree Subdivision being a subdivision of all of Lot A and part of Lot B in Helen Baker Jenner's Subdivision of part of the East 10 acres of the south 20 acres of the southeast quarter of the southwest quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian pursuant to a plat of subdivision recorded as Document No. 93365595 in Cook County, Illinois. P/N 05-20-319-018, Address: 120 Evergreen Lane, Winnetka, Illinois.

2. To exercise such option, the Purchaser must, on or prior to October 31, 1993, execute and deliver to ADIA Corporation a Thorn Tree Purchase Agreement in the form of Exhibit A hereto dated as of the date of such exercise and execute and deliver to ADIA Corporation the escrow agreement attached thereto each in triplicate.

3. ADIA Corporation and its attorneys shall sign and return one counterpart of such Thorn Tree Purchase Agreement and such escrow agreement respectively within 15 days after ADIA Corporation receipt thereof.

4. The \$50,000 paid to ADIA Corporation shall be non-refundable unless the Trustor ADIA Corporation defaults under this Option Agreement or such Thorn Tree Purchase Agreement.

5. This Option Agreement and the rights hereunder shall terminate on October 31, 1993 if the Option is not exercised as provided in Section 2 above on or prior to October 31, 1993.  
TIME IS OF THE ESSENCE.

6. Notices hereunder shall be as provided for notices in the attached Thorn Tree Purchase Agreement.

7. This Option Agreement is executed by LaSalle National Trust, N.A. not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in

93368382

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RE  
MAY 25 1993 4:45 PM

Mr. & Mrs. Charles Page  
295 Shadowood Lane  
Northfield, IL 60093

After filing this document should  
be returned to:

Thomas J. Kelly, Esq.  
Pedersen & Houpt  
180 N. LaSalle Street, Suite #3400  
Chicago, Illinois 60601

This document was prepared by:

By \_\_\_\_\_  
its \_\_\_\_\_

ADIA Corporation

By \_\_\_\_\_  
its \_\_\_\_\_

Lasalle National Trust, N.A.,  
not personally but solely as  
a successor to Lasalle National  
Bank as Trustee under Trust  
Agreement dated August 31, 1987  
and known as Trust No. 112574

IN WITNESS WHEREOF, the parties have executed this agreement  
as of the date first above written.

It is such trustee, and under the express direction of the  
beneficiaries of a certain Trust Agreement dated August 31, 1987  
and known as Trust No. 112574 at Lasalle National Trust, N.A. It  
is expressly understood and agreed that nothing herein or in said  
Option Agreement contained shall be construed as creating any  
liability whatsoever against said Trustee personally, and in  
particular without limiting the generality of the foregoing,  
there shall be no personal liability to pay indebtedness accruing  
hereunder or to perform any covenant, either express or implied,  
of said Trust, and that all personal liability of said Trustee of  
every sort, if any, is hereby expressly waived by said Purchaser,  
and by every person now or hereafter claiming any right or  
security hereunder; and that so far as said Trustee is concerned,  
the Purchaser shall look solely to the above described property.

Charles J. Page  
CHARLES PAGE  
Pamela Page  
PAMELA PAGE

Property of Cook County

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STATE OF ILLINOIS    )  
  )    SS  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ of LaSalle National Trust, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such \_\_\_\_\_, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of LaSalle National Trust, N.A. as trustee for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF ILLINOIS    )  
  )    SS  
COUNTY OF COOK     )

I, Catherine Page Rye, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles Page and Pamela Page, who are personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of MAY, 1993.

Catherine Page Rye  
Notary Public

My Commission Expires: 11/7/94

" OFFICIAL SEAL "  
CATHERINE PAGE RYE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/7/94

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STATE OF ILLINOIS    )  
                          )    SS  
COUNTY OF C O O K    )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ of ADIA Corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such \_\_\_\_\_ appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of ADIA Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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## OPTION AGREEMENT

This Option Agreement is made and entered into as of this 30 day of April, 1993 by and between Charles Page and Pamela Page ("Purchaser"), ADIA Corporation and LaSalle National Trust, N.A., as successor to LaSalle National Bank as Trustee under Trust Agreement dated August 31, 1987 and known as Trust No. 112574 (the "Trust").

In consideration of (i) the payment of \$50,000 to the ADIA Corporation; and (ii) the purchase of Lots 7 and 10 in Thorn Tree Subdivision.

1. The Trust grants to the Purchaser the option to purchase Lot 3 in Thorn Tree Subdivision being a subdivision of all of Lot A and part of Lot B in Helen Baker Jenner's Subdivision of part of the East 10 acres of the south 20 acres of the southeast quarter of the southwest quarter of Section 20, Township 42 North, Range 13, East of the Third Principal Meridian pursuant to a plat of subdivision recorded as Document No. 93368382 in Cook County, Illinois. PIN 05-20-319-018, Address: 120 Evergreen Lane, Winnetka, Illinois.

2. To exercise such option, the Purchaser must, on or prior to October 31, 1993, execute and deliver to ADIA Corporation a Thorn Tree Purchase Agreement in the form of Exhibit A hereto dated as of the date of such exercise and execute and deliver to ADIA Corporation the escrow agreement attached thereto each in triplicate.

3. ADIA Corporation and its attorneys shall sign and return one counterpart of such Thorn Tree Purchase Agreement and such escrow agreement respectively within 15 days after ADIA Corporation receipt thereof.

4. The \$50,000 paid to ADIA Corporation shall be non-refundable unless the Trustor ADIA Corporation defaults under this Option Agreement or such Thorn Tree Purchase Agreement.

5. This Option Agreement and the rights hereunder shall terminate on October 31, 1993 if the Option is not exercised as provided in Section 2 above on or prior to October 31, 1993.  
TIME IS OF THE ESSENCE.

6. Notices hereunder shall be as provided for notices in the attached Thorn Tree Purchase Agreement.

7. This Option Agreement is executed by LaSalle National Trust, N.A. not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in

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it as such trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated August 31, 1987 and known as Trust No. 112574 at LaSalle National Trust, N.A. It is expressly understood and agreed that nothing herein or in said Option Agreement contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Purchaser, and by every person now or hereafter claiming any right or security hereunder; and that so far as said Trustee is concerned, the Purchaser shall look solely to the above described Property.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

LaSalle National Trust, N.A.,  
not personally but solely as  
as successor to LaSalle National  
Bank as Trustee under Trust  
Agreement dated August 31, 1987  
and known as Trust No. 112574

\_\_\_\_\_  
CHARLES PAGE

By *[Signature]*  
Its ASSISTANT SECRETARY

\_\_\_\_\_  
PAMELA PAGE

ADIA Corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

This document was prepared by:

Thomas J. Kelly, Esq.  
Pedersen & Hout  
180 N. LaSalle Street, Suite #3400  
Chicago, Illinois 60601

After filing this document should  
be returned to:

Mr. & Mrs. Charles Page  
295 Shadowood Lane  
Northfield, IL 60093

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STATE OF ILLINOIS )  
COUNTY OF C O O K ) SS

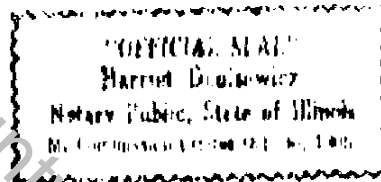
I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William H. Dillon, ASSISTANT SECRETARY of LaSalle National Trust, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such ASSISTANT SECRETARY, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of LaSalle National Trust, N.A. as trustee for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 4 day of MAY, 1993.

*Harriet D. Dzialowicz*  
Notary Public

My Commission Expires:

STATE OF ILLINOIS )  
COUNTY OF C O O K ) SS



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I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles Page and Pamela Page, who are personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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STATE OF ILLINOIS    )  
                          )    SS  
COUNTY OF C O O K    )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ of ADIA Corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such \_\_\_\_\_ appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the act of ADIA Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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Notary Public of Cook County Clerk's Office

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EXHIBIT A

## THORN TREE PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1993, between CHARLES PAGE and PAMELA PAGE ("Purchaser") as joint tenants, if more than one, ADIA CORPORATION ("Developer"), as sole beneficiary of LaSalle National Trust, N.A. as Successor Trustee to LaSalle National Bank as Trustee under Trust Agreement dated August 31, 1987 known as Trust Number 112574 and as sole beneficiary of LaSalle National Trust N.A., as Successor Trustee to LaSalle National Bank as Trustee pursuant to Trust Agreement dated August 7, 1971, known as Trust No. 42886 and Jim Byrne, individually, where indicated, as a shareholder in ADIA Corporation for the purpose of setting forth the terms for purchasing a certain lot or lots in Thorn Tree Subdivision, Winnetka, Illinois.

1. Premises. The Developer agrees to sell and Purchaser agrees to purchase the following described property (the "Premises"):

LOT 3 IN THORN TREE SUBDIVISION, BEING A SUBDIVISION OF ALL OF LOT A AND PART OF LOT B IN HELEN BAKER JENNER'S SUBDIVISION OF PART OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, PURSUANT TO A PLAT OF SUBDIVISION RECORDED AS DOCUMENT NO. \_\_\_\_\_, IN COOK COUNTY, ILLINOIS.

43365595

The Plat of Subdivision of Thorn Tree Subdivision (the "Subdivision") may not currently be recorded. Such Plat of Subdivision will be substantially in the form delivered to

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Purchaser, which will be recorded at or before the time of the closing provided herein.

2. Purchase Price. The Purchase Price (including Earnest Money) for the Premises is \$675,000.00. Purchaser had delivered to Developer \$50,000 for the option pursuant to which this Agreement is executed which will constitute the Earnest Money when this agreement is executed. The balance of the Purchase Price shall be deposited into the Escrow prior to 58 days after the date hereof (unless such date is delayed as provided herein).

3. Closing. Closing of the sale shall be on or before 60 days after the date hereof (unless such date is delayed as provided herein) pursuant to the escrow agreement in the form attached (the "Escrow"). The parties will each pay one-half (1/2) of the deed and money escrow fees. Purchaser may place a mortgage on the Premises for the purpose of obtaining funds for closing. Developer shall have no liability for any costs or expenses in connection with any mortgage by Purchaser whether the transaction contemplated hereby closes or fails to close for any reason all such costs and expenses shall be borne by Purchaser.

4. Title Insurance. Prior to closing, Developer, at Developer's expense, shall provide Purchaser evidence of merchantable title by delivering a commitment for title insurance with extended coverage from CHICAGO TITLE INSURANCE COMPANY bearing date of, or subsequent to, the date of this Agreement in the amount of the Purchase Price subject only to standard

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conditions and exceptions listed in said commitment and the following (the "Permitted Exceptions"): (a) general real estate taxes for 1992 and subsequent years; (b) building lines and use or occupancy restrictions, covenants and conditions of record as disclosed in this Agreement or in the Plat of Subdivision; (c) zoning laws and ordinances; (d) easements for public utilities as disclosed in the Plat of Subdivision or in this Agreement; (e) Declaration of Easements, Covenants and Restrictions For Thorn Tree Subdivision in the form attached to the Purchase Agreement for Lots 7 and 10 as Exhibit A and First Amendment thereto in the form attached as Exhibit B to the Purchase Agreement for Lots 7 and 10 (the "Thorn Tree Declaration"); (f) easements if any affecting the Premises created by document 16452517, 16454839, 16480604 or 16449469; and (g) acts of Purchaser. Every commitment for title insurance furnished by Developer shall be conclusive evidence of good title as therein shown. If evidence of title discloses other defects, Developer shall have thirty (30) additional days to cure such defects and notify Purchaser, but Purchaser may take title with other defects, (with the right to deduct from the purchase price any liens and encumbrances for a definite or ascertainable amount) by notifying Developer and tendering performance. The existing mortgages, if any, and other lien indebtedness may be paid at closing out of sale proceeds. The Escrow shall provide for the issuance of a title insurance policy pursuant to the commitment.

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5. Survey. At Closing Developer shall deliver to Purchaser a plat of survey of the Premises dated after the date hereof showing no encroachments, other than buildings and related improvements which are required to be removed by Developer as a portion of the Site Improvements (hereinafter defined). If the Site Improvements and Subdivision Improvements (hereinafter defined) are not completed at Closing, Developer shall cause such survey to be updated and delivered to Purchaser after completion of the Site Improvements and the Subdivision Improvements. The obligations under the preceding sentence shall survive closing.

6. Tax Prorations. The 1993 taxes affecting the Subdivision will not be divided into separate tax bills for each lot. The parties agree that for the Premises, the real estate taxes affecting the total parcel comprising the Subdivision shall be multiplied by 9.9% (the portion of the total tax attributable to the Premises as determined by Developer) and each party shall pay its pro rata share of the amount so determined. Developer shall cause to be paid the real estate taxes for 1992 prior to the due date for such taxes. At Closing, Developer will deposit into escrow number 1212211 (the "Tax Escrow Trust") with Chicago Title & Trust Company in Account 1 (the "Developer's Tax Escrow"), an amount sufficient to pay the balance of the 1992 taxes for the entire Subdivision based on 110% of 1991 taxes for the entire Subdivision. Real estate taxes for 1993 shall be prorated on the basis of 115% of the 1991 real estate tax bills

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for the entire Subdivision multiplied by 9.9% with the Developer responsible for Real Estate Taxes accrued to the date of Closing and the Purchaser responsible for such taxes for periods thereafter. On or before the Closing Date, Developer shall deposit into the Developer's Tax Escrow for the payment of the 1993 Real Estate Taxes on the Subdivision an amount equal to (i) 115% of the amount of the 1991 taxes on the entire Subdivision less; (ii) the aggregate of the funds deposited in the Purchaser's Tax Escrow by all the Purchasers of lots in the Subdivision. The Tax Escrow Trust shall provide for payment of such 1992 and 1993 real estate taxes when due. Developer shall be entitled to all net earnings of the Developer's Tax Escrow. On the Closing Date, Purchaser shall deposit Purchaser's pro rata share of real estate taxes for the Premises as determined above from the closing date to the end of the year, into Escrow Number 1212211, Account 2 (the "Purchasers' Tax Escrow") established with Chicago Title & Trust Company by Developer. The Purchasers' Tax Escrow will provide for payment of such 1993 real estate taxes when due. Developer shall be entitled to all net earnings of such account. Developer, at the time the 1993 real estate taxes are paid, shall pay an amount equal to the net earnings received by Developer on the Purchaser's Tax Escrow to the Thorn Tree Homeowner's Association. To the extent the aggregate amounts in the Developer's Tax Escrow and the Purchasers' Tax Escrow are insufficient to pay the taxes on the entire

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Subdivision for 1993, Developer shall cause such taxes to be paid when due (subject to the reparation provision below). To the extent Purchaser makes deposits hereunder and purchasers of other lots in the Subdivision hereafter make deposits into the Purchaser's Tax Escrow, Developer may withdraw an equal amount from the Developer's Tax Escrow. The parties agree to reparate taxes for the Premises on the basis set forth above when the full tax bill for 1993 is available. To the extent that the Purchaser has deposited in the Purchaser's Tax Escrow more than Purchaser's reparated share of such taxes, such payment shall be refunded to Purchaser. Developer acknowledges that any interest of Developer in the Developer's Tax Escrow and the Purchaser's Tax Escrow is held in trust by Developer and pledged by Developer for the benefit of the purchasers of the lots to assure payment of certain taxes as provided in the Tax Escrow Trust and (except for funds authorized to be withdrawn from the Tax Escrow Trust) until the taxes are paid as provided in the Tax Escrow Trust, Developer shall have no ownership thereof except as trustee.

7. Building Permits and Post Closing Construction.

Purchaser has been advised that new improvements required by the Village of Winnetka as provided in the plans therefor, approved 8/19/92 and last revised January 11, 1993 prepared by Charles W. Greengard Associates, Inc. Drawing Number 3728 and the specifications and therefor dated August 13, 1992, last revised January 11, 1993 prepared by Charles W. Greengard Associates,

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Inc. identified as file number 3728, except the Grading and Erosion Control Plan (the "Subdivision Improvements") for Thorn Tree Subdivision as required by the Village of Winnetka may not be completed at the time of closing. As a consequence, Purchaser may not be able to obtain building permits at time of closing or occupancy permits until the Subdivision Improvements are completed. Purchaser may not be able to commence construction on the Premises until a Flood Plain Variance is issued by the Village of Winnetka. Developer represents and warrants that: (1) Developer will diligently pursue and complete all the Subdivision Improvements in a prompt manner, and (2) to the extent such improvements are not completed prior to Closing, Developer at or prior to Closing will deposit with the Village of Winnetka an irrevocable letter of credit (the "Winnetka Letter of Credit") in the amount required by the Village of Winnetka to be sufficient to assure the completion of all the Subdivision Improvements for the Subdivision. Additionally, if such demolition is not completed prior to Closing, Developer will be required to demolish the two residences currently located in the Subdivision (the "Site Improvements"). At or prior to Closing if such improvements are not completed, Developer shall deposit in escrow with Chicago Title & Trust Company (the "Construction Escrow") funds sufficient to pay the cost of the Site Improvements. Developer will diligently pursue and complete the Site Improvements in a prompt manner. The Purchaser is aware of the

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location of all or a portion of the Premises in Zone A in the Flood Insurance Map (Firm) for the Village of Winnetka, Illinois Community Panel No. 170175-003B effective date November 19, 1980. With respect to the Premises, Developer will assist Purchaser in obtaining a variance to the provision of Chapter 28 entitled "Flood Hazard Areas" of the Village of Winnetka Village Code (the "Flood Plain Variance"). If (a) the Flood Plain Variance is not granted within ninety (90) days after (i) Purchaser submits a complete application for the Flood Plain Variance; (ii) Purchaser gives all required notices thereunder; and (iii) Purchaser elects to sell the Premises back to Developer, Developer shall on a date selected by Developer which is within sixty (60) days after written notice from Purchaser, repurchase the Premises subject only to Permitted Exceptions (a) through (g). The Purchase Price for the Premises shall be \$675,000 plus or minus prorations. Purchaser shall provide title insurance equivalent to that originally provided by Developer and Developer shall pay the cost of all such title insurance and the transfer taxes related to such sale. Upon the giving of such notice Purchaser shall be obligated to sell the Premises to Developer. The right to elect such sale to Developer shall expire if the notice to Developer is not received by Developer on or prior to March 1, 1994.

8. Public Improvement Access. Purchaser grants to Developer, the Village of Winnetka and their employees, contractors and assigns, all as provided in the Thorn Tree

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Declaration, the right to access and go upon the Premises after closing for the purposes of undertaking, completing, inspecting, or repairing any and all Subdivision Improvements and Site Improvements, all as provided in the Thorn Tree Declaration, and for the purpose of creating, modifying and inspecting any drainage and other swale or grade to be established for said lot(s) or subdivision. The rights set forth in this Section 8 shall survive closing and remain in full force and effect until the expiration of all public improvement guarantee periods for the Subdivision. The parties acknowledge that the Covenants and Restrictions are still being revised. Purchasers reserve the right to approve any and all changes made after the date hereof to the Declarations (Declarations shall include any and all easements, covenant and restrictions) before they are recorded.

9. Declaration of Covenants and Restrictions. Purchaser acknowledges that Purchaser has received a copy of the Thorn Tree Declaration and has familiarized himself with the terms of said documents and agrees to be bound by the terms thereof. The Purchaser has had the opportunity to review the engineering drawings for the plat of the Subdivision.

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10. Homeowners' Association. Each purchaser of a lot in the subdivision shall become a member of the Thorn Tree Homeowners' Association and be subject to all the terms, conditions and restrictions of the Thorn Tree Declaration.

11. Lot Improvements. The Thorn Tree Declaration requires among other things that all residences to be erected be of a traditional style of at least two stories and of not less than 3,800 square feet in size. The Thorn Tree Declaration has additional covenants and restrictions which should be reviewed by the Purchaser prior to the execution of this Agreement. In order to maintain the highest quality of development within Thorn Tree Subdivision, and to insure architectural compatibility among the residences to be constructed therein, and as provided in the Thorn Tree Declaration, no construction may be undertaken on any lot within the subdivision except upon the written approval required under the Thorn Tree Declaration.

12. Connection Fees. Purchaser will be required, at the time of issuance of building or occupancy permit for the residence constructed on the lot, to pay customary Village fees, including building permit fees and sewer and water connection fees.

13. Broker. Purchaser warrants that no broker other than

None

has been involved in this transaction. Purchaser shall indemnify and hold Developer harmless from any claim for brokerage arising

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out of any agreement or action of Purchaser from any person or entity other than the above-named broker. Seller shall indemnify and hold Purchaser harmless from any claim for brokerage arising out of any agreement or action of Developer from any person or entity.

## 14. Miscellaneous.

(a) Developer shall give possession on closing.

(b) At closing Developer shall cause the Premises to be conveyed to Purchaser or Purchaser's nominee by one or more recordable Trustee's Deeds together with the customary closing documents. The Trustee's Deeds will be expressly subject to the Permitted Exceptions.

(c) If Purchaser defaults, all Earnest Money shall be retained by Developer as liquidated damages, which shall be Developer's sole remedy. If Developer defaults prior to Closing, all funds paid by Purchaser shall be refunded to Purchaser as Purchaser's sole remedy. Purchaser may specifically enforce all of Seller's post closing obligations hereunder. UNDER NO CIRCUMSTANCES SHALL THE DEVELOPER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

(d) Notice shall be sent as follows:

Developer:

ADIA Corporation  
5 Revere Drive  
Northbrook, IL 60062  
Attn: James Byrne

Purchasers:

CHARLES PAGE and PAMELA PAGE  
295 Shadowood Lane  
Northfield, Illinois 60093

with a copy to:

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Thomas J. Kelly  
Pedersen & Houpt  
180 North LaSalle Street  
Suite 3400  
Chicago, Illinois 60601  
(312) 641-6888

(e) This Agreement constitutes the entire agreement between the parties hereto and supercedes any prior agreements with respect to the Premises. No statement, warranty or representation of any nature whatsoever shall have any effect or be binding upon Developer or Purchaser unless set forth hereinabove in this Agreement.

(f) Purchaser shall not object to any application for Flood Plain Variance by the purchaser of any other Lot in Thorn Tree subdivision.

IN WITNESS WHEREOF, Purchaser and Developer have executed this Agreement as of the date first above written.

DEVELOPER:

ADIA Corporation, sole beneficiary of LaSalle National Trust Company as Successor Trustee to LaSalle National Bank as Trustee under Trust Agreement dated August 31, 1987 known as Trust Number 112574 and sole Beneficiary of LaSalle National Trust N.A., as Successor Trustee to LaSalle National Bank as Trustee pursuant to Trust Agreement dated August 7, 1971, known as Trust No. 42886

PURCHASER:

\_\_\_\_\_  
CHARLES PAGE

\_\_\_\_\_  
PAMELA PAGE

By \_\_\_\_\_  
Its \_\_\_\_\_

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EXHIBIT A

## DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

FOR

### THORN TREE SUBDIVISION

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS made this 1st day of March, 1993, by LASALLE NATIONAL TRUST N.A., as successor trustee to LASALLE NATIONAL BANK, as Trustee pursuant to Trust Agreements dated August 31, 1987 and August 17, 1971 and known as Trust Numbers 112574 and 42886, respectively, hereinafter referred to as "Trustee";

#### R E C I T A L S :

A. THORN TREE SUBDIVISION. Trustee is the legal owner of a certain parcel of real estate situated north of Winnetka Avenue and west of Thorn Tree Lane, in the Village of Winnetka, Cook County, Illinois, as legally described in Exhibit A attached hereto and made a part hereof, which real estate is hereinafter for convenience referred to as "Thorn Tree Subdivision".

B. DEVELOPMENT OF THORN TREE SUBDIVISION. Trustee desires and intends that Thorn Tree Subdivision be developed as a small and unique community of single-family residences, and for that purpose intends to cause Thorn Tree Subdivision to be subdivided into ten (10) separate lots in a manner intended to permit the described residential utilization of Thorn Tree Subdivision, the preservation of the natural grade, ground cover, forestry and wildlife and the free and unobstructed flow of surface water.

C. PARTICULAR PURPOSE. Trustee desires and intends that the "Stormwater Detention Basin", "Private Utility Easements", "Force Main and Lift Station" and "Access Easements" (as such terms are more fully set forth and defined hereafter and in "Plat of Subdivision", hereinafter defined) be established as set forth on Plat of Subdivision.

D. ASSOCIATION. Trustee deems it desirable for the effective preservation of values and amenities of Thorn Tree Subdivision to organize an agency, to which it will assign the power of administration and enforcement of the easements, covenants and restrictions declared hereby, and to promote and provide certain limited services, and for the collection and distribution of assessments and charges, as hereafter established.

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**E. EFFECTIVE DATE.** This Declaration shall become effective upon the recording of the Plat of Subdivision of Thorn Tree Subdivision with the Cook County Recorder.

NOW, THEREFORE, Trustee declares as follows:

## ARTICLE ONE

### DEFINITIONS

For purposes of brevity and clarity, certain words and terms used in this Declaration of Easements, Covenants and Restrictions are defined as follows:

1. **Declaration.** This instrument.
2. **Trustee.** LaSalle National Trust N.A., as successor trustee to LaSalle National Bank, not personally, but solely as Trustee pursuant to Trust Agreements dated August 31, 1987 and August 17, 1971 and known as Trust Numbers 112574 and 42886, respectively, or their beneficiary, acting on behalf of Trustee.
3. **Thorn Tree Subdivision.** A community comprised of single-family residences, situated in the Village of Winnetka, Cook County, Illinois and legally described in Exhibit A attached hereto and made a part hereof.
4. **Association.** THORN TREE HOMEOWNERS ASSOCIATION, a Not-for-Profit corporation to be organized pursuant to the laws of the State of Illinois.
5. **Board.** The Board of Directors of the Association, duly elected pursuant to the By-Laws of the Association.
6. **Plat of Subdivision.** Plat of Subdivision of Thorn Tree Subdivision recorded in the Office of the Recorder of Deeds of Cook County, Illinois.
7. **Lot.** That part of Thorn Tree Subdivision as identified by Lot number on the Plat of Subdivision.
8. **Private Utility Easement.** That part of Thorn Tree Subdivision designated on the Plat of Subdivision as "Private Utilities & Drainage."
9. **Access Easement.** Those areas so designated on the Plat of Subdivision including specifically access to the lift station to be provided on Lot 3 and the Stormwater Detention Basin to be provided as depicted on the Plat of Subdivision.

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10. Force Main and Lift Station. That part of Thorn Tree Subdivision designated on the Plat of Subdivision as a "Force Main and Lift Station" on part of Lot 3.

11. Stormwater Detention Basin. That part of Thorn Tree Subdivision to be used as a Stormwater Detention Basin in the area so indicated on the Plat of Subdivision.

12. Private Drainage Facilities. The catch basins, pipes, head walls, underdrain systems and all other drainage and flood control improvements which are part of or necessary to the Stormwater Detention Basin.

13. Easement Areas. Private Utility Easements, the Force Main and Lift Station, the Stormwater Detention Basin, and the Access Easement, collectively.

14. Special Services. Those services to be furnished and provided by Association, including but not limited to, restoration, repair, maintenance, brush removal, weed control, landscaping and erosion control of the Private Utility Easement, the Force Main and Lift Station, the Access Easement, and the Stormwater Detention Basin.

15. Special Services Assessments. Those assessments levied upon an "Owner" (hereinafter defined) for the furnishing of Special Services by the Association, for the payment of expenses to operate and maintain the Force Main and Lift Station, Private Drainage Facilities, private utility easement, Stormwater Detention Basin and Access Easement.

16. Person. A natural individual, corporation, partnership, trustee or other legal entity capable of being an owner of fee simple title to a Lot.

17. Owner. The Person or Persons (including trustee as to all unsold Lots), whose estates or interests, individually or collectively, aggregate a fee ownership of a Lot, and any Person or Persons who acquire, individually or collectively, a fee ownership of any part of Thorn Tree Subdivision.

18. Tenant. Any Person or Persons who have executed a written lease for a Residential Unit with an Owner, as Lessor.

19. Occupant. A Person or Persons (other than an Owner or Tenant) in lawful possession of a Single-Family Residence.

20. Village. The Village of Winnetka.

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## ARTICLE TWO

### PROPERTY SUBJECT TO THIS DECLARATION

Subject Property. Each Lot comprising Thorn Tree Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

## ARTICLE THREE

### EASEMENTS AND OTHER RESTRICTIONS

1. Private Utility Easement. An easement for the installation of utilities is hereby declared upon, over, along and under that part of a Lot falling within the area designated on the Plat of Subdivision as Private Utility Easement, for the benefit of all Lots and all Owners, Tenants and Occupants thereof and therein, members of their immediate families, their guests and invitees.

2. Access Easement. An easement for access to the Force Main and Lift Station and the Storm Water Detention Basin are hereby declared upon, over and along that area so depicted on the Plat of Subdivision. Said easement areas shall be maintained by the Association and shall remain free of any obstructions including fences, bushes or trees.

3. Lift Station and Storm Water Detention Basin. An easement for the maintenance, operation and repair of an area designated as the location of the Force Main and Lift Station on Lot 3 and the Storm Water Detention Basin is reserved by the Trustee, its beneficiaries, agents, representatives and assigns; is granted to the Association, its agents, employees, representatives and/or assigns; and, upon failure of the Trustee and/or the Association to perform the obligations set forth in this Declaration, is granted to the Village and its agents, employees and authorized independent contractors, to enter upon the Force Main and Lift Station and Storm Water Detention Basin, without being guilty of trespass, to the extent necessary for the purpose of brush removal, weed control, landscaping and erosion control of the Force Main and Lift Station and Storm Water Detention Basin and for maintaining, operating, repairing and replacing the Force Main and Lift Station and Storm Water Detention Basin.

4. Additional Easements. In the event that an easement is reserved by Trustee in any deed of conveyance of a Lot over, across, upon and under any Lot for the benefit of Thorn Tree Subdivision, such easement shall, without further incident, be

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deemed to be an easement declared hereby, as though fully set forth herein, which easement shall be held for the benefit of and subject to the burdens contained herein, and included within "Easement Areas", as such term is used herein.

5. Easements to Run With the Land. All easements and rights described in the Declaration are easements appurtenant running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon Trustee, its successors and assigns, and any Owner, Tenant, purchaser, mortgagee and other Persons having an interest in Thorn Tree Subdivision, or any part thereof. Reference to the easements and rights described in any part of Declaration, in any deed of conveyance, lease, mortgage, trust deed or other evidence of obligation shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of Thorn Tree Subdivision, or any part thereof, and to reserve to the grantor or lessor therein, his, her or its heirs, executors, administrators, successors and assigns, as easements appurtenant to the remainder of Thorn Tree Subdivision, the easements established by this Declaration for the benefit of any Owner, Occupant or mortgagee in respect of any part of Thorn Tree Subdivision, as fully and completely as though such easements and rights were recited fully and set forth in their entirety herein.

6. Non-Interference. In no event shall an Owner, Occupant or Tenant change the direction or rate from which stormwater naturally flows from one Lot to another Lot within Thorn Tree Subdivision.

7. Public Easements. In the event any of the Easement Areas as described herein either intersect, adjoin or are contiguous with any municipal or other public utility within the Thorn Tree Subdivision, the Association agrees to share said Easement Areas with any other such municipality or utility and to perform the activities required hereby in such a manner as to not interfere with the service provided by any such municipality or utility.

8. Other Restrictions. The Trustee desires and intends that the development and improvement of the Lots comprising the Thorn Tree Subdivision shall be in conformity with the floor area building restrictions currently imposed by the Village, except that buildable lot area in Thorn Tree Subdivision shall be reduced by an aggregate of 4,905 square feet allocated proportionately among the ten (10) lots in Thorn Tree Subdivision in accordance with the square footage contained in each said lot.

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## ARTICLE FOUR

### SERVICES PROVIDED BY ASSOCIATION

The Association shall provide the following Special Services, for which Owners will pay the Special Services Assessments hereinafter specified:

1. Maintenance (in accordance with Village Standards), operation, repair, shrub removal, weed control, landscaping and erosion control of the Storm Water Detention Basin, Force Main and Lift Station, Private Drainage Facilities and the Access Easement.

2. Obtaining public liability insurance for the Force Main and Lift Station, Stormwater Detention Basin and the Private Drainage Facilities, insuring the Association and its members in limits of not less than One Million Dollars (\$1,000,000), to the extent that the same is available.

## ARTICLE FIVE

### ASSOCIATION

In order to carry out the intent and purposes of this Declaration, the Association will be organized at such time as shall be deemed appropriate by Trustee, but in no event shall the Association be organized later than twelve (12) months from the date the Thorn Tree Plat of Subdivision is duly recorded at the Cook County Recorder's Office. Following the organization of the Association, the Association will adopt By-Laws relating to its functions, Board and Officers.

## ARTICLE SIX

### MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Membership. Each Owner and Tenant, while he, she or it remains the same, shall be a Member of the Association. When more than one (1) person constitutes an Owner or Tenant, all such persons shall be members of the Association. Trustee, for itself and its successors and assigns, hereby covenants, and each Owner and Tenant, by acceptance of his deed or lease, whether or not the same shall be so expressed in any such deed or lease, shall be deemed to covenant and agree to be bound by and to observe the terms and provisions of this Declaration, the Articles of

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Incorporation, By-Laws and Rules and Regulations of the Association.

2. Voting Rights. The Association shall have two (2) classes of voting membership, as follows:

Class A. Class A Members shall be all Owners of Lots (other than Trustees), who or which shall be entitled to one (1) vote for each Lot owned. When more than one (1) person has an interest in a Lot, all such persons shall be Members of the Association; provided, however, that the vote for such Lot shall be exercised as such persons shall determine among themselves, but in no event shall more than one (1) vote be cast for each Lot.

Class B. Trustee shall be the Class B Member of the Association, and shall be entitled to two (2) votes for each unsold Lot. The Class B membership shall cease and be converted to a Class A membership when the total votes outstanding in Class A memberships equal or exceed the total votes outstanding in the Class B membership.

## ARTICLE SEVEN

### MAINTENANCE AND REPAIR OF EASEMENT AREAS - SPECIAL SERVICES ASSESSMENTS

1. Maintenance and Repair. The By-Laws of the Association and its Rules and Regulations will contain provisions for the maintenance (in accordance with Village Standards), insurance, up-keep, repair, landscaping, materials, supplies, labor, gardening, cleaning, ecological balance, replacement and other services required of Owners to any part of the Force Main and Lift Station, the Stormwater Detention Basin and the Private Drainage Facilities and for Special Services to be furnished by the Association.

2. Association Responsibilities. It is hereby declared that the Village shall not be responsible for or under any duty with regard to maintenance of any portion of the Force Main and Lift Station, the Stormwater Detention Basin or the Private Drainage Facilities. If the Association fails to perform the Special Services to be provided by it as set forth in this Declaration and the Village determines it to be necessary to perform any work on the Force Main and Lift Station, the Stormwater Detention Basin, the Private Drainage Facilities or Access Easement, it is hereby declared that the Association will pay the Village 125% of the actual costs of any work performed by

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the Village or its employees or agents within thirty (30) days of receipt of an invoice from the Village. If the Association has not paid the Village the invoiced amounts within the thirty (30) day period, the Village hereby is granted the right to allocate the invoices amount pro rata among the Lots then being served by the Village Water & Electric Department and to add such pro rata amount to each such Lot Owner's utility bills. The Village hereby reserves the right to discontinue utility services, in accordance with the usual terms and conditions of utility service disconnection as set forth in the Village Municipal Code and department Rules and Regulations as to any Lot Owner who shall fail to pay said pro rata amount.

3. Special Services Assessments. The By-Laws of the Association will contain provisions for the levying and the lien of assessments on Owners for the providing of Special Services and for amounts paid to the Village hereunder. Trustee (as to all unsold Lots) and each Owner, by acceptance of his, her or its Deed, shall be deemed to have covenanted and agreed to pay to the Association the Assessments provided in such By-Laws, whether or not such covenant or condition shall be so expressed in any such deed or other conveyance.

ARTICLE EIGHT

AMENDMENTS

1. Amendments to Articles of Incorporation, By-Laws and Rules and Regulations of the Association. The Articles of Incorporation, By-Laws and Rules and Regulations of the Association may be amended by the Trustee prior to the sale of any Lots and thereafter as provided in the By-Laws of the Association, subject only to the limitations that any such amendment shall be applied uniformly to all Lots and Owners, and shall not cause Thorn Tree Subdivision, or any part thereof, to be in non-compliance with any Zoning Ordinance or other applicable governmental law or regulation.

2. Evidence of Amendments by Board. Any amendment adopted by the Board shall be evidenced by appropriate written instrument and shall become and be effective as of the date of such amendment; provided, however, that in the event of an amendment:

(a) requiring the recording thereof, such amendment shall be effective as of the date of recording of the same in the Office of the Recorder of Deeds of Cook County, Illinois or such later date as may be provided in such amendment; and

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(b) requiring the filing thereof in the Office of the Secretary of State, such amendment shall be effective as of the date of such filing or such later date as may be provided in such amendment.

Whenever the Association shall cause any amendment to its Articles of Incorporation, By-Laws or Rules and Regulations, it shall be the duty of the Association to transmit a full, true and complete copy of such amendment to all Owners promptly; provided, however, that the failure of the Association so to transmit such amendment shall not invalidate or delay the effective date of any action effectuated thereby.

## ARTICLE NINE

### GENERAL PROVISIONS

1. Duration. Unless amended or terminated, the covenants and restrictions of Declaration shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date of recording of the Declaration, after which time, unless amended or terminated, said covenants and restrictions shall be automatically extended for successive periods of five (5) years. It is hereby declared that the covenants and restrictions of this Declaration cannot be sooner terminated without notice to and acceptance by the Village.

2. Notices. Any notice required or agreed to be given pursuant hereto shall be sufficient if mailed by United States Certified or Registered Mail, postage prepaid, addressed to an Owner or Tenant at the last known address of such Owner or Tenant, as reflected on the books and records of the Association at the time of such mailing.

3. Enforcement. Enforcement of these covenants and restrictions may be instituted by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages against such Person or Persons personally liable pursuant to the provisions hereof, or to enforce a lien against the record title of an Owner. The failure of the Association (or Trustee, in the event the Association has not been organized and shall not have assumed its duties and powers), as the case may be, or 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. The remedies granted by

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the provisions hereof or by the By-Laws of the Association may be exercised cumulatively or independently.

4. Severability. Invalidation of any one (1) or more of the covenants, easements and restrictions contained herein, by judgment or Court Order, shall not affect any other provision hereof, which shall remain in full force and effect.

## ARTICLE TEN

### MISCELLANEOUS

1. Responsibility of Beneficiaries. In the event that title to any part of Thorn Tree Subdivision is conveyed to a land trust pursuant to the provisions of a trust agreement, by which all powers of management, operation and control of such interest vests in the trust beneficiary or beneficiaries, such beneficiary or beneficiaries shall be responsible for payment of all obligations, liens, indebtedness and Special Services Assessments, and for the performance of all agreements, covenants and undertakings chargeable or established hereby against that part of Thorn Tree Subdivision subject hereto. No claim shall be made against any such land trustee personally for the payment of any such obligation, lien, indebtedness or Special Services Assessment, and such land trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the interest held in such trust and the beneficiary or beneficiaries thereof, notwithstanding any transfers of the beneficial interest of such trust or any transfer of title to any part of Thorn Tree Subdivision.

2. Governing Law. This Declaration has been prepared in accordance with the Laws of the State of Illinois, and shall be governed pursuant thereto in every respect.

3. Benefit. The easements, covenants and restrictions, and the terms and conditions herein contained, shall be binding upon and shall inure to the benefit of Trustee, and all Owners, Tenants and Occupants of a Lot, their respective successors, assigns, heirs, executors, administrators, legal representatives and assigns.

4. Conflict With Municipal Code. In the event of a conflict between the provisions of this Declaration and those of the Village Municipal Code, the most stringent provision as determined by the Village shall apply.

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## ARTICLE ELEVEN

### EXCULPATION OF TRUSTEE

This Declaration is executed by LASALLE NATIONAL TRUST N.A., as successor trustee to LASALLE NATIONAL BANK, as Trustee aforesaid, in the exercise of the powers and authorities conferred upon and vested in it as such Trustee, and said Trustee represents that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by every Person, firm or corporation hereinafter claiming any interest pursuant to this Declaration that LASALLE NATIONAL TRUST N.A, as successor Trustee aforesaid, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the LASALLE NATIONAL TRUST N.A, as successor Trustee, or except to the extent provided herein, any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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IN WITNESS WHEREOF, Trustee has caused this instrument to be executed, acknowledged and attested by its undersigned, duly authorized officers on the day and date first above written.

LASALLE NATIONAL TRUST N.A., as successor trustee to LASALLE NATIONAL BANK, as Trustee, not individually, but solely as Trustee, u/t/a dated August 31, 1987 and August 17, 1971, and Known as Trust Nos. 112574 and 42886, respectively

By   
Its ASSISTANT SECRETARY

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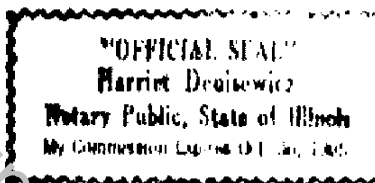
STATE OF ILLINOIS    )  
                          )    SS  
COUNTY OF COOK      )

I, HARRIET DENISEWICZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William E. Dillies is known to me to be the ASSISTANT SECRETARY of LaSalle National Trust N.A., and that said instrument was executed on behalf of LaSalle National Trust N.A., and that ASSISTANT SECRETARY acknowledged that said execution was the free act and deed of LaSalle National Trust N.A., as Trustee, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 4 day of April, 1993.

  
Notary Public

My Commission Expires:



Prepared by:

Thomas J. Kelly  
Pedersen & Houpt  
180 North LaSalle Street  
Suite 3400  
Chicago, Illinois 60601  
(312) 641-6888

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## EXHIBIT A LEGAL DESCRIPTION

ALL OF LOT "A" AND LOT "B" EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT "B"; THENCE NORTH ALONG THE WEST LINE THEREOF, 179.0 FEET; THENCE NORTH 60 DEGREES 05 MINUTES 10 SECONDS EAST, 117.65 FEET; THENCE NORTH 84 DEGREES 03 MINUTES 30 SECONDS EAST, 154.48 FEET TO A POINT ON THE EAST LINE OF SAID LOT, SAID POINT BEING 257.0 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH TO SAID SOUTHEAST CORNER; THENCE NORTH 89 DEGREES 15 MINUTES WEST, 253.64 FEET TO THE PLACE OF BEGINNING, ALL IN HELEN BAKER JENNER'S SUBDIVISION OF PART OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### ALTERNATE LEGAL DESCRIPTION

LOTS 1 - 10 IN THORN TREE SUBDIVISION, BEING A SUBDIVISION OF ALL OF LOT A AND PART OF LOT B IN HELEN BAKER JENNER'S SUBDIVISION OF PART OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, PURSUANT TO A PLAT OF SUBDIVISION RECORDED IN COOK COUNTY, ILLINOIS.

P.I.N. 05-20-319-018  
05-20-319-021

Street Address: 1005-1055 Hill Road, Winnetka, Illinois.

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EXHIBIT B

## FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS FOR THORN TREE SUBDIVISION

THIS FIRST AMENDMENT to Declaration of Easements, Covenants, and Restrictions for Thorn Tree Subdivision is made this 2nd day of March, 1993, by LaSalle National Trust N.A. as Successor Trustee to LaSalle National Bank as Trustee pursuant to Trust Agreements dated August 31, 1987 and August 17, 1971 known as Trust Numbers 112574 and 42886, respectively (hereinafter referred to as the "Trustee").

### RECITALS:

A. The Trustee has heretofore executed and recorded a Declaration of Easements, Covenants, and Restrictions for Thorn Tree Subdivision dated March 1, 1993 and recorded in the Office of the Cook County Recorder of Deeds as Document No.

\_\_\_\_\_ (the "Declaration") which affects the property described on EXHIBIT A; and

B. The Trustee is the owner of all of the lots comprising the Thorn Tree Subdivision; and

C. The Trustee desires to amend such Declaration.

NOW, THEREFORE, the Trustee declares as follows:

1. The following definitions are added to Article One of the Declaration:

21. Developer. ADIA Corporation.

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22. Residential Unit. A structure situated on one or more Lots which is designed for occupancy by a single family.
23. Story. That portion of a Residential Unit included between the surface of any floor and the surface of a floor next above or, if there is no floor above, the space between the floor and ceiling next above.

2. The following is added to Article Three:

"Article Three, Section 9. Architectural Control. The Board shall have the following powers in respect to architectural control and similar matters:

(a) Requests for Approval. To review requests by Owners of a specific Lot or Lots for the approval of the plans and specifications for the construction of any Residential Unit on such Lot or Lots and the landscaping thereon, or other matter described in this Declaration as requiring approval of the Board and, to render decisions thereon; and

(b) Rules and Regulations. To enact rules, regulations, and procedures concerning exterior maintenance, repair, landscaping, fences, trash removal, and the enforcement of the provisions of this Declaration in relation thereto.

(c) Architectural Control/Scope. The architectural control shall be subject to the following:

(i) Building Plans. All building plans, specifications, and plot plans for the construction of any and all Residential Units, fences, walls, driveways and parking aprons, swimming pools, outbuildings, and other structures or appurtenances of whatsoever kind or nature, and the locations of the foregoing, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any of the foregoing, shall require the prior written approval of the Board as to quality of workmanship, selection of materials, colors, harmony of external design, and as to location with respect to topography and finish grade elevation. After completion of initial

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construction of a Residential Unit, any remodeling which is within a Residential Unit or within any other building and which does not affect the exterior of any Residential Unit or the exterior of any other building shall not be subject to approval by the Board.

(ii) Approval of Plans. No construction of any kind shall be commenced unless and until the building plans, specifications, and plot plans showing the location of any construction have been first submitted to and approved by the Board in writing.

(d) Procedures. Any matter requiring the approval of the Board shall be submitted to the Board in writing and, if approval of any alteration or addition to a Residential Unit or Lot shall be requested, shall include preliminary design drawings, plans and specifications, elevations, landscaping schemes and descriptive materials showing the size, color, design, configuration, height, shape and materials of such alteration or addition. Within a reasonable time not exceeding thirty (30) days after receipt of all such items, the Board shall advise such Owner in writing:

(i) Whether such Owner's request has been approved or denied and if denied, the specific reasons therefor; or

(ii) Whether the Board requires additional information, plans or other materials to render a decision, in which case such additional items shall be furnished as expeditiously as possible.

If additional items shall be required pursuant to subsection (ii) above, within a reasonable period of time not exceeding thirty (30) days from the date of receipt of all such items, the Board shall advise such Owner in writing whether such Owner's request has been approved or denied and if denied, the specific reasons therefor.

(e) Review Criteria. In evaluating requests by Owners for approvals required of the Board hereunder, the factors to be considered by the Board shall include the following:

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(i) The architectural integrity and compatibility of any proposed exterior modification to a Residential Unit, outbuilding or other improvement with the design, color scheme and materials of such Residential Unit as originally constructed;

(ii) The aesthetic effect of any proposed modification of landscaping, exterior fences or exterior lighting; and

(iii) Such other factors as the Board deems relevant in assessing the overall effect of the Owner's request upon the maintenance and operation of Thorn Tree Subdivision.

"Article Three, Section 10. Restrictions. Each Lot shall be subject to the following Restrictions:

(a) Residential Unit Quality and Size. The residential quality and size shall be governed by established minimum guidelines and approved by the Board. Each Residential Unit shall be traditional in style (not for example a contemporary style). The color of the brick shall be substantially different from the brick on any Residential Unit erected or approved for erection on any Lot adjoining the sidelines of the Lot on which the brick will be used. No garage door will face a street unless there is no other practical location for such garage door. The ground floor area footprint of the main structure, exclusive of one-story open porches, enclosed porches, breezeways (either open or enclosed), and garages, shall be not less than 2,500 square feet. Each Residential Unit constructed on said Lot shall be at least two stories of height over not less than one-half of the ground floor area footprint and exclusive of garage and basement and shall have a square footage of not less than 3,800 square feet. All exteriors of Residential Units shall be brick, stone, stucco or dryvit, however facias, eaves and soffits may be of wood or aluminum siding. For each Residential Unit there shall be at least one (1) garage sufficient in size to accommodate two (2) standard size automobiles.

(b) Roofing Materials. All roofing materials shall be of wood shingles or wood shakes, slate, or such comparable innovative roofing material as may be developed, subject to the prior written approval of the

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Board. Imitations of the foregoing or asphalt roofing shall not be permitted.

(c) Exterior Lighting. All exterior lighting shall be considerate and conservative. Accordingly, no temporary or permanent outside illumination of a Lot Owner shall intrude upon adjoining Lots or roadways. Any type of spotlight and so-called "wash lighting" shall be subliminal in application and not conspicuous in design. All exterior lighting fixtures shall have shields and comply with established wattage restrictions. Temporary lighting for singular occasions shall be permitted upon prior reasonable notice by the Lot Owner to the Board provided any such temporary lighting shall not be excessive in duration.

(d) Parking Area. Each Lot shall provide sufficient parking space for four (4) automobiles in either the driveway or on a parking apron adjacent thereto. Materials to be used in construction of driveways and parking aprons shall be first approved by the Board. All driveways shall be asphalt or brick or a combination of asphalt and brick. Front walks shall be concrete or brick pavers or stone.

(e) Vehicles and Watercraft. Any vans, recreational vehicles, pickup trucks, jeeps, watercraft, watercraft trailers, other trailers, or any other such vehicles, excluding family automobiles, owned by a Lot Owner, shall be parked or stored in the garage, or in an enclosed area or location where the landscape conceals same from the view of adjoining or facing Lots. No vehicle which is not concealed from view of adjoining or facing Lots shall be parked or stored outside for a continuous period in excess of two weeks without being driven or otherwise moved off the Lot. No "camper", not the property of a Lot Owner or so stored, shall be parked in excess of two (2) weeks per year within the Thorn Tree Subdivision. Watercraft or watercraft trailers not so stored shall not be parked or stored in excess of two (2) weeks per year.

(f) Sod. All Lots must have sodded front and side yards. Sod must be installed within thirty (30) days of occupancy, weather permitting.

(g) Berms. No berm in excess of two (2) feet in height shall be permitted within the Thorn Tree Subdivision.

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(h) Fences. Fences may be located in the rear of each Lot behind a line drawn 10 feet forward from the rear corners of the Residential Unit located on the Lot parallel to the front lot line extending to the adjoining side Lot line. Unless otherwise approved by the Board, there shall be no other fences or other man-made barriers, except natural plantings, between adjoining Lots within the Thorn Tree Subdivision. Fences in compliance with the Winnetka Village Code shall be erected around all swimming pools.

(i) Swimming Pools. No swimming pools or wading pools that are constructed in such a way as to hold water above the ground level of the surrounding terrain shall be permitted, provided, however, whirlpools or spas of not more than 10 feet diameter may be not more than 3 feet above ground level.

(j) Utility Lines and Radio/Television Antennas. All established electrical service and telephone lines shall be placed underground, and no outside electrical lines shall be placed overhead except on a temporary basis during construction or for special events. No exposed or exterior radio or television transmission or receiving antennas or cables, above ground, shall be erected, placed or maintained on any part of the Lot, except that receiving antennas or receptacles of standard height may be placed atop the main Residential Unit.

(k) Easements. Easements for the installation and maintenance of utilities, detention, drainage and other facilities are reserved within the dedicated roadways, drainageways, and as otherwise provided in the recorded Plat of Subdivision for Thorn Tree Subdivision. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance or use of such utilities or such facilities.

(l) No Obstructions to Drainage. No Owner shall erect, construct, maintain, permit or allow any fence, dam, barriers or other improvement(s) or other obstruction which would interrupt normal drainage on any portion of the Thorn Tree Subdivision or within any

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area designated on the Plat of Subdivision as private, public utilities Detention or Drainage, except as approved by the Board.

(m) Snowmobiles. Operation of snowmobiles within Thorn Tree Subdivision shall be restricted to emergency use only.

(n) Animals. No animals or poultry of any kind, other than house pets, shall be kept or maintained.

(o) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or that will or might disturb the peace, quiet, comfort, or serenity of the owners of surrounding properties.

(p) Mowing. Each Lot shall be mowed regularly whether before or after construction to avoid grass or weeds of more than five inches in height. If the Owner fails to keep the Lot so mowed, the Association may cause the Lot to be mowed, fine the Owner not in excess of \$50.00 for each such mowing and charge the Owner for the cost of such mowing. The Lot shall be subject to a lien on the Lot mowed for the repayment of such costs and the amount of the fine. Such lien shall have a priority as of the date of recording with the Cook County Recorder of a notice of such lien.

(q) Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any Lot or improvement thereon except (i) during the period of construction, one sign of not more than 15 sq. ft. may identify the builder and/or the lender which conforms to applicable ordinances, (ii) "For Sale" signs which shall be promptly removed upon execution of a contract of sale of the subject Lot, or (iii) as otherwise expressly permitted by the Board.

(r) Garbage. No garbage or trash shall be kept, maintained or contained on any Lot so as to be visible from another Lot or from the street. No incinerators shall be kept or maintained on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed accumulated or suffered to remain anywhere on a Lot.

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(s) Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the Residential Unit to be constructed on each Lot.

(t) Construction Clean Up. Each Owner shall cause each contractor on such Owner's Lot to cause all roadways to be kept unobstructed and free of debris and all mud or dirt to be removed from such roadways at least one time per day during the period of construction. All debris shall be cleaned up on each Lot at least one time per week during the period of construction.

"Article Three, Section 11. Initial Construction. So long as the Trustee or Developer owns any Lot and until the Residential Unit on the last Lot sold has been approved or such earlier time as Developer relinquishes its rights under this Section 11, the Developer shall be substituted for the Board for the purpose of Article Three, Section 9 above and Article Three, Section 10 above and the following procedures shall apply. An Owner wishing to construct a Residential Unit or other improvements shall submit to the Developer preliminary plans (the "Preliminary Plans") for the Residential Unit or other improvements which shall include initial design criteria for such Residential Unit or other improvements. The Developer shall notify the Owner in writing of its approval or objection to the Preliminary Plans within twenty-one (21) days following receipt thereof by the Developer. The Owner shall make any changes or modifications in the Preliminary Plans which may be reasonably required by the Developer within thirty (30) business days after the Developer's notice thereof. Within forty five (45) days from the date of approval of the Preliminary Plans (or such longer period as the Developer shall approve), the Owner shall submit to the Developer a complete set of final working drawings (the "Final Plans") for the Residential Unit or other improvements prepared in conformity with the approved Preliminary Plans and which shall show the final design criteria for the Residential Unit or other improvements. The Developer shall notify the Owner in writing of its approval or objection to the Final Plans within twenty-one (21) days following receipt thereof by the Developer; provided that the Developer shall not object to such Final Plans provided the Final Plans conform to the approved Preliminary Plans. The Owner shall make any changes or modifications in the Final Plans which may be reasonably required by the Developer within five (5)

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business days after the Developer's notice thereof. After the Final Plans have been approved by Developer no modifications shall be made to the Final Plans which change the design criteria without the Developer's prior, written approval.

"Article Three, Section 12. Deviations by Agreement with Developer or its Successors or Assigns. Developer, or its successors or assigns, hereby reserves the right to enter into agreements with the Owner of any Lot or Lots (without the consent of Owners of other Lots or any owner of adjoining or adjacent property) to deviate from any or all of the covenants and restrictions set forth herein, provided there are practical difficulties or particular hardships resulting from unique physical or topographical aspects of any Lot subject hereto evidenced by the petitioning Owner. In the course of consideration of such deviation Developer shall take into account the effect or impact of such request upon other Lots and Thorn Tree Subdivision taken as a whole. Any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular covenant or restriction involved, or any other covenant or restriction as to the remaining Lots.

"Article Three, Section 13. Non-Liability for Approval Of Plans. Plans and specifications shall be approved by the Developer or Board as to style, exterior design, appearance and location, and such approval shall not constitute approval for engineering design, or for compliance with zoning and building ordinances. By approving such plans and specifications, neither the Board, the members thereof, the Association, any Member, the officers of the Association, nor the Developer or Declarant or any professional consultant engaged by the Board or Developer assume any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the Board, any member thereof, the Association, the officers of the Association, the Board, the Developer or Declarant shall not be liable to any Owner or other Person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development of any property within Thorn Tree Subdivision. Approval of plans and specifications by the Board or Developer is not, and shall not be deemed to be, a representation or warranty that said plans or specifications

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comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building costs.

"Article Three, Section 14. Arbitration. If the plans and specifications for a Residential Unit submitted by an Owner to Developer comply with Article Three, Section 10(a), (b) and (d) and Developer objects to such plans and specifications, Owner and Developer shall use reasonable efforts to agree on changes or modifications required by Developer. If Owner and Developer cannot agree, Owner may submit to arbitration the issue as to whether Developer's objections were unreasonable. Such arbitration shall be in accordance with the rules of the American Arbitration Association in accordance with its Commercial Arbitration Rules.

3. Effective Date. This First Amendment shall become effective upon the filing of the Plat of Subdivision for Thorn Tree Subdivision with the Cook County Recorder.

4. Trustee's Execution. This First Amendment to Declaration is executed by LASALLE NATIONAL TRUST N.A., as Trustee aforesaid, in the exercise of the powers and authorities conferred upon and vested in it as such Trustee, and said Trustee represents that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by every Person, firm or corporation hereinafter claiming any interest pursuant to this Declaration that LASALLE NATIONAL TRUST N.A., as Trustee aforesaid, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose of with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the LASALLE NATIONAL TRUST N.A., as Trustee, or, except to the extent provided herein, any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either

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expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Trustee has caused this instrument to be executed, acknowledged and attested by its undersigned, duly authorized officers on the day and date first above written.

LASALLE NATIONAL TRUST N.A., as successor-trustee to LASALLE NATIONAL BANK, as Trustee, not individually, but solely as Trustee, u/t/a dated August 31, 1987 and August 17, 1971, and known as Trust Nos. 112574 and 42886, respectively

By \_\_\_\_\_  
Its Vice President

ATTEST:

By \_\_\_\_\_  
Its \_\_\_\_\_

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STATE OF ILLINOIS    )  
                              )  SS  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ is known to me to be the \_\_\_\_\_ of LaSalle National Trust N.A., and that said instrument was executed on behalf of LaSalle National Trust N.A., and that \_\_\_\_\_ acknowledged that said execution was the free act and deed of LaSalle National Trust N.A., as Trustee, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Prepared by:

Thomas J. Kelly  
Pedersen & Houpt  
180 North LaSalle Street  
Suite 3400  
Chicago, Illinois 60601  
(312) 641-6888

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SECRET

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## EXHIBIT A LEGAL DESCRIPTION

ALL OF LOT "A" AND LOT "B" EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT "B"; THENCE NORTH ALONG THE WEST LINE THEREOF, 179.0 FEET; THENCE NORTH 60 DEGREES 05 MINUTES 10 SECONDS EAST, 177.65 FEET; THENCE NORTH 84 DEGREES 03 MINUTES 30 SECONDS EAST, 154.48 FEET TO A POINT ON THE EAST LINE OF SAID LOT, SAID POINT BEING 257.0 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH TO SAID SOUTHEAST CORNER; THENCE NORTH 89 DEGREES 15 MINUTES WEST, 255.64 FEET TO THE PLACE OF BEGINNING, ALL IN HELEN BAKER JENNER'S SUBDIVISION OF PART OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## ALTERNATE LEGAL DESCRIPTION

LOTS 1 - 10 IN THORN TREE SUBDIVISION, BEING A SUBDIVISION OF ALL OF LOT A AND PART OF LOT B IN HELEN BAKER JENNER'S SUBDIVISION OF PART OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, PURSUANT TO A PLAT OF SUBDIVISION RECORDED IN COOK COUNTY, ILLINOIS.

P.I.N. 05-20-319-018  
05-20-319-021

Street Address: 1005-1053 Hill Road, Winnetka, Illinois

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