

# UNOFFICIAL COPY

95249127

26

\$ 99.00  
C.T.

## DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION, made on April 12<sup>th</sup>, 1995, by Chicago Read Joint Venture L.P., an Illinois limited partnership (the "Developer") and The City of Chicago, a municipal corporation (the "City") is made with reference to the following facts:

- A. Developer is the owner of the real estate legally described on Exhibit A-1 attached hereto and made a part hereof and the City is the owner of the real estate legally described on Exhibit A-2 attached hereto and made a part hereof (collectively, the "Phase 1 Property").
- B. This Declaration of Protective Covenants is intended to impose certain covenants, conditions and restrictions on the Phase 1 Property and certain other property which will or may be subjected hereto in the future (all such property, including the Phase 1 Property, the "Property").
- C. The Developer and the City believe that these Covenants will foster the orderly and timely development of the Property, thus serving the best interests of all of the owners of the Property.

### ARTICLE I

DEPT-01 RECORDING 199.00  
 140012 TRAN 3571 04/13/95 15:19:00  
 9546 4 J11 \*-95-249127  
 COOK COUNTY RECORDER

### PROPERTY SUBJECT TO DECLARATION

- 1.1 **The Property.** The real property (the "Property") that is and shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration, is located in the City of Chicago, County of Cook, State of Illinois, and shall be known as Chicago Read Business Park, or such other name as the Developer and the City shall agree upon.
- 1.2 **Additional Property.** The Property is intended to be developed in phases. The property subject hereto will be increased in the future with the addition of land which is legally described on Exhibit A-3 attached hereto and made a part hereof (the "Phase 2 Property") and the property subject hereto may be increased in the future with the addition of land which is legally described on Exhibit B attached hereto and made a part hereof (the "Phase 3 Property"). Upon conveyance of the Phase 2 Property and/or the Phase 3 Property to the City or the Developer, such parties agree to subject such property to these covenants, at which time such property shall be deemed "Property" for all purposes hereunder. The Developer may also at any time add to the Property

95249127

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

additional land ("Additional Land") which is contiguous to the Property by filing in the Official Records a "Supplemental Declaration of Protective Covenants for Chicago Read Business Park" which:

- (a) contains a legal description of the Additional Land to be added;
- (b) states that the Developer is the record owner in fee simple of the Additional Land, or that all other Persons having an interest in the Additional Land have joined in the supplemental declaration; and
- (c) states that the Additional Land is to be included in the Property and made subject to this Declaration, specifying any additional covenants, conditions, restrictions or easements to which the Additional Land shall be subject; provided such Additional Land, except land retained and used by the City, shall be subject to all of the provisions of these Protective Covenants and shall not be granted any special privileges hereunder.

1.3 **Removal.** The Developer may also at any time remove from the Property any land within the Property by filing in the Official Records a "Declaration of Removal for Chicago Read Business Park" which:

- (a) contains a legal description of the land to be removed; and
- (b) states that the Developer is the record owner in fee simple of the land to be removed, or that all other Persons having an interest in the land to be removed have joined in the Declaration of Removal.

Upon recordation of the Declaration of Removal, the land described therein shall not thereafter be subject to the provisions of this Declaration or to the Protective Covenants.

1.4 **Developer's Rights.** The Developer's right to add or remove Additional Land (other than Phase 1 Property, Phase 2 Property or Phase 3 Property) to or from the Property shall terminate at the time the Developer's Class B membership converts to a Class A membership. From and after such date, the rights of the Developer under this Article 1 shall vest in the Association.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ARTICLE 2

### PURPOSE OF THIS DECLARATION

This Declaration and the Protective Covenants it contains are for the benefit of the present and future owners of each parcel comprising the Property, and are imposed for the following purposes:

- (a) to ensure that the Property will be maintained as an attractive setting for business, commerce and light industry with ample landscaped open areas, attractive, high-quality structures, proper uses and appropriate development of each site;
- (b) to protect Owners and Occupants against improper development and use of surrounding Sites;
- (c) to prevent construction of Improvements which are inconsistent with the materials and designs approved by the Committee;
- (d) to encourage the timely development of attractive Improvements that enhance the value of the Property as a whole by harmonizing with the appearance and function of other Improvements on the Property;
- (e) to ensure adequate off-street parking and loading facilities, sign controls and setbacks; and
- (f) to ensure the maintenance of landscaping and signage (to the extent not maintained by the Owners), the Common Improvements and other portions of the Property as decided by the Association.

The Developer, the Board and the Committee shall use this Article 2 as a general standard in interpreting this Declaration and judging performance under it, in preparing and revising the Guidelines, in approving or disapproving the development of Sites and in carrying out the overall development of the Property.

## ARTICLE 3

### DEFINITIONS

The following terms have the following meanings in this Declaration:

- 3.1 **"Additional Land"**: any land contiguous to the Property which in the future is made subject to this Declaration as provided in Section 1.2 above.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

- 3.2 **"Association"**: the Chicago Read Business Park Association, an Illinois not-for-profit corporation.
- 3.3 **"Board"**: the Board of Directors of the Association.
- 3.4 **"By-Laws"**: the By-Laws adopted by the Association.
- 3.5 **"City"**: Chicago, Illinois.
- 3.6 **"Committee"**: the Architectural Control Committee described in Article 8 below.
- 3.7 **"Common Improvements"**: all Improvements now or in the future owned or maintained by the Association for the common use and enjoyment of the Owners and including but not limited to the Parkway improvements.
- 3.8 **"Declaration"**: this Declaration of Protective Covenants.
- 3.9 **"Developer"**: Chicago Read Joint Venture L.P., an Illinois limited partnership, and any Person(s) to which the Developer specifically assigns all or a portion of the Developer's rights or obligations under this Declaration.
- 3.10 **"Easement"**: any easement on, over or under any area(s) of the Property for utilities; ingress or egress; stormwater drainage, retention or detention; landscape, signage, or any other purpose, which is reserved or granted in this Declaration or which is now or hereafter recorded in the Official Records and/or depicted on the Subdivision Plat and which complies with the terms, covenants and conditions of this Declaration.
- 3.11 **"Floor Area"**: the sum of the gross horizontal areas of the several floors of the building measured from the exterior faces of the exterior walls. The "floor area" of a building shall include basement floor area when more than 1/2 of the basement height is above the established curb level or above the finished lot grade level where the curb level has not been established, elevator shafts and stairwells at each floor, floor space used for mechanical equipment, - except equipment, open or enclosed, located on the roof - penthouses, attic space having head-room of seven feet, six inches or more, interior balconies and mezzanines, and enclosed porches, and floor area devoted to accessory uses. However, any space devoted to off-street parking or loading shall not be included in "floor area."
- 3.12 **"Guidelines"**: reasonable written guidelines which the Committee may adopt for the development of the Property, which set forth with greater detail the

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

design standards and requirements for construction and maintenance of Sites and Improvements.

- 3.13 **"Improvements"**: buildings, private roads, driveways and walkways, parking areas, outdoor lighting, fences, screening walls and barriers, retaining walls, stairs, decks, windbreaks, irrigation systems, utilities and related equipment, landscaping, poles, signs, loading areas and all other installations, structures and landscaping improvements, whether above or underground.
- 3.14 **"Lot"**: any portion of the Property which is shown as a subdivided lot in the Official Records or on a Subdivision Plat.
- 3.15 **"Maximum Building Coverage"**: the Floor Area of the Principal Improvement and other buildings at ground level divided by the area of the land comprising the Site.
- 3.16 **"Maximum Floor Area Ratio"**: the total building Floor Area of all of the floors of the Principal Improvement divided by the area of the land comprising the Site.
- 3.17 **"Total Improvements Coverage"**: the total area covered by all Improvements (other than landscaping) at ground level divided by the area of land comprising the site.
- 3.18 **"Mortgage"**: a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion.
- 3.19 **"Occupant"**: any Person legally entitled to occupy or use any part of a Site.
- 3.20 **"Official Records"**: the real estate records of the Recorder of Deeds of Cook County, Illinois.
- 3.21 **"Original Owner"**: the first purchaser of each Site from the Developer.
- 3.22 **"Owner"**: the holder of any legal or beneficial interest in or to any Site, whether one or more Persons, and including the Developer, but excluding the City.
- 3.23 **"Parkway"**: the unpaved part of the public right-of-way which lies between the edge of the street pavement (including any curb) and the adjacent Lot line.
- 3.24 **"Person"**: any natural individual, corporation, partnership, trustee, or any other legal entity capable of holding title to real property.

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

- 3.25 "Plans": all of the plans and specifications required to be submitted by the Owner to the Committee under Article 8 below.
- 3.26 "Primary Landscape Area(s)": all common area signage and landscape easements including Parkway improvements now or in the future owned or maintained by the Association.
- 3.27 "Principal Improvement": the principal building and related Improvements constructed or to be constructed on a Site.
- 3.28 "Project": the land comprising the Phase 1 Property, the Phase 2 Property and the Phase 3 Property; provided, however, the Project shall not include the Phase 3 Property from and after such time as the Developer has lost the right to develop the Phase 3 Property pursuant to the terms of the Redevelopment Agreement.
- 3.29 "Property": the real property described in Article 1 above, together with any land subjected hereto from time to time.
- 3.30 "Protective Covenants": the conditions, restrictions, easements, charges and liens set forth in this Declaration.
- 3.31 "Redevelopment Agreement" shall mean that certain Redevelopment Agreement for the Project by and among the City, the State and the Developer.
- 3.32 "Secondary Landscape Area(s)": a landscape and berm area within a Lot, which area is required to be landscaped and maintained by the Owners pursuant to Section 6.2.5 hereof to screen the Owner's property from property outside the Property, and which area is located along each side and rear Lot boundary which abuts real estate outside the Property, and which area shall have a width of at least ten (10) feet, or such greater width as may be required by City of Chicago PD 561 (in which event the requirement of said PD 561 shall control).
- 3.33 "Site": a contiguous area of land within the Property which is owned of record by the same Owner, and which is used or intended for the construction of no more than one (1) principal building and related Improvements, whether or not shown on any Subdivision Plat as one Lot or as a combination of contiguous Lots or portions of contiguous Lots or one parcel of real property or a combination of parcels or portions of parcels.
- 3.34 "Stormwater Facilities": the stormwater system serving the Property, including areas designated as stormwater drainage, retention or detention areas

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2015/01/15

# UNOFFICIAL COPY

or easements on the Subdivision Plat, conduits, inlet and outlet storm sewers and structures, catch basins, inlets, inlet leads, catch basin leads. The Stormwater Facilities do not include: (a) any facility dedicated to and accepted by any governmental body which has agreed or is authorized to maintain it, and (b) the storm water collecting facilities on any Site the principal purpose of which is to serve that Site.

- 3.35 **"Subdivision Plat"**: any plat of the Property or portion of the Property now or in the future legally recorded in the Official Records.

## ARTICLE 4

### GENERAL RESTRICTIONS

- 4.1 **Responsibilities of Owner or Occupant**. The Owner or Occupant or any other user of each Site shall jointly and severally have the duty, at its or their sole expense, to comply in all material respects with all of the Protective Covenants.
- 4.2 **Maintenance**. Each Owner shall keep its Site, the Improvements on its Site, and the adjacent Parkway, in a well-maintained, safe, clean and attractive condition at all times in a manner typical of a quality business park.
- 4.3 **Refuse Disposal; Snow Removal**. Each Owner shall remove at its expense: (a) any trash, refuse or waste which may accumulate on its Site and the adjacent Parkway, and (b) snow and ice from all paved driving and parking areas on its Site and adjacent Parkway.
- 4.4 **Damage to Improvements**. If any Improvements on a Site are damaged or destroyed by fire or other casualty, the Owner of that Site shall promptly: (a) restore those Improvements, or (b) demolish them and landscape the Site in compliance with the requirements of Article 6 below, or (c) construct new Improvements after complying with Article 8 below.
- 4.5 **Trailers**. Except as may be used by the Developer, trailers and other temporary structures shall be permitted only during construction of a permanent Improvement and shall be removed within thirty (30) days after the issuance by the City of a permanent occupancy permit or, if no occupancy permit is required, thirty (30) days after substantial completion of the Improvement.
- 4.6 **Utility Connections**. The Developer shall be responsible for the installation of main utility lines (including electric, natural gas, telephone, sewer and water)

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011

# UNOFFICIAL COPY

in the public right-of-way, but not for branch lines extending the main utility lines in the right-of-way to the boundary line of any Site.

- 4.7 **Compliance with Laws; Indemnity.** Each Owner shall comply with all laws and government regulations which affect the Property owned by it and shall not permit any other Person to violate any such law or regulation on any Site owned by the Owner, including, but not limited to, any law or regulation pertaining to environmental pollution or hazardous, dangerous or toxic substances or wastes. Any Owner violating this Section 4.7 shall indemnify every other Owner, the Developer, the City and the Association against all liability and costs arising from such violation, including reasonable attorneys fees. Developer shall comply with all laws and governmental regulations which affect its obligations hereunder, including, but not limited to, any law or regulation pertaining to environmental pollution or hazardous, dangerous or toxic substances or wastes.
- 4.8 **Inspection Rights.** In addition to any other rights of entry this Declaration may grant, the Developer, the Committee and the Association shall each have the right to enter upon any Site or Improvement on any Site or any other part of the Property at reasonable time(s) and upon reasonable notice and subject to reasonable security requirements to inspect for compliance with this Declaration; provided that the Developer's rights under this Section 4.8 shall terminate upon the conversion of the Developer's Class B Membership into Class A memberships.
- 4.9 **Enforcement.** If any Owner breaches any obligation under this Declaration, the Association may give written notice to the Owner specifying the nature of the breach. If the Owner has not (x) cured the breach within ten (10) days after such notice is received, (y) cured such breach within such longer time as may be reasonably necessary due to Force Majeure (as defined hereinafter) or (z) if such breach cannot be cured within said ten (10) day period and Owner has not commenced to cure such breach within said 10 day period, and thereafter diligently proceeded to cure such breach, then the Association may, but shall not be required to, enter upon the Site and abate and remove, correct or repair the condition causing the breach; provided, however, that if the condition causing the breach creates an imminent threat of loss or damage to any Common Improvement or to any Improvement or property on any other Owner's Site or any injury to any person, the Association may enter upon the Site immediately to abate and remove, correct or repair the condition. In addition, the Developer, the Board, the Association and every Owner may seek to enforce this Declaration against any Owner by legal proceedings, at law or in equity. If Developer breaches any obligation under this Declaration, then any Owner or the Association may give written notice to the Developer specifying the nature of the breach. If the Developer has not (x) cured such

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

breach within thirty (30) days after such notice is received or (y) cured such breach within such longer time as may be reasonably necessary due to Force Majeure (as defined hereinafter) or (z) if such breach cannot be cured within said thirty (30) day period and Developer has not commenced to cure such breach within said 30 day period, and thereafter diligently proceeded to cure such breach, then this Declaration may be enforced against Developer by legal proceedings, at law or in equity. If the Owner disputes the Association's determination that the Owner has breached any obligation, the Owner may, during the five (5) day period following receipt of the Association's notice, request a hearing before the Board, and except when imminent property damage or personal injury is threatened or if the hearing does not take place within the Owner's cure period through no fault of the Board, the Association may not cure the Owner's breach until the hearing has been held and a majority of the Board has found an obligation on the part of the Owner and a breach of it by the Owner.

The total cost of any action taken (including labor, material, overhead and reasonable attorneys' or other consultant fees) by the Association after the Owner's breach and failure to cure shall be assessed against and paid by the Owner within thirty (30) days after receipt by the Owner of a statement specifying the nature and costs of the action taken by the Association. The statement may include, at the Association's option, a charge of fifteen percent (15%) of the direct or actual costs incurred to help defray the Association's administrative expenses connected with taking any action. The provisions of Article 10 below shall apply to any such assessment.

Neither the Association, the Board nor the Committee by reason of holding of any hearing or making any determination of a breach or nuisance by an Owner or taking any curative action on any Site shall be liable to the Owner for any loss or damage thereby sustained by the Owner or anyone claiming by or under the Owner, except for negligence or wanton and willful misconduct.

## ARTICLE 5

### GRADING AND CONSTRUCTION

- 5.1 **Obligation to Commence Construction.** Each Original Owner shall subject to Force Majeure, (i) within six (6) months after the date of the deed from the Developer, begin construction and diligently proceed to complete construction of the Principal Improvement on each Site owned by it, and (ii) within twelve (12) months after the date of the deed from the Developer, substantially complete construction of each such Principal Improvement. No Original Owner may convey its Site to another person or entity prior to complying with

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

this Paragraph 5.1. For purposes of this Section 5.1, an Original Owner shall have "begun construction" if such Original Owner has (i) prepared plans and specifications for such Principal Improvement which are in compliance with this Declaration and have been approved by the Committee and all necessary governmental authorities, (ii) obtained all necessary licenses, permits and approvals required to date, and (iii) begun site work and foundations.

- 5.2 Cessation of Construction.** If construction of any Improvement on any Site stops for six (6) months or more before that Improvement is enclosed, the Owner, upon written demand of the Association, shall demolish and remove the non-enclosed Improvement (or complete the Improvement if the Improvement is ancillary to a completed Principal Improvement) and if the Improvement is demolished and removed, the Owner shall landscape the Site in compliance with the requirements of Article 6 below. If construction of any Improvement on any Site stops for a period of six (6) months after that Improvement is enclosed or completed, as the case may be, the Owner, upon written demand of the Association, shall landscape the Site in compliance with the requirements of Article 6 below.
- 5.3 Construction Damage and Debris.** The Owner shall conduct all grading and construction work in a manner to prevent dirt and debris from accumulating beyond the boundary lines of the Site or from entering any detention or retention facility on the Site. Only rubber tired equipment shall be permitted beyond the boundary lines of the Site. During grading and construction, the Owner shall be responsible for any damage to all Improvements within or bordering on the Property and shall remove any dirt or debris on such roads or sidewalks to the extent such damage, dirt or debris results from the Owner's activities.
- 5.4 Disturbance of Association Landscaping, Utilities, Amenities.** If, in the course of construction on its Site, the Owner disturbs any naturally occurring landscaping other than as approved by the Committee, the Owner shall replace such material in substantially the same location on the Property (unless the Committee otherwise agrees) at its expense in conformity with good nursery practices and in substantial conformity with the Plans approved by the Committee for the Site. In addition, the Owner shall replace any such replanted landscaping material which is not surviving in good health one (1) year after the time of replanting with new landscaping material of the same variety and of substantially the same size. The Owner further agrees to notify the Association prior to disturbing any Common Improvements or utility lines installed by the Developer or the Association. The Owner shall immediately repair or restore to its original condition any portion of the Common Improvements or any utility line disturbed or damaged by the Owner's activities, at the Owner's sole cost to ensure continuous use and operation of

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/14

# UNOFFICIAL COPY

the entire Common Improvements and/or utility system. Neither the Common Improvements nor any existing utility line may be relocated without the consent of the Committee and any utility provider involved, and then only within an easement in form satisfactory to the Committee (approval of which shall not be unreasonably withheld, delayed or conditioned) and any utility provider involved.

- 5.5 Trees. The Owner shall follow construction practices that will ensure the preservation of trees on the Site and on the adjacent Parkway, consistent with the Guidelines and the landscaping plan approved by the Committee.

## ARTICLE 6

### DEVELOPMENT STANDARDS

All Sites and Improvements on Sites shall be constructed, enlarged, altered and maintained in compliance with this Declaration, any Guidelines the Committee may adopt, any covenants and restrictions of record and all laws, ordinances, rules and regulations of all governmental authorities having jurisdiction over the Property. This Article sets forth the basic standards which shall apply to all the construction and maintenance of all Sites and Improvements on Sites. In the event of any conflict between the standards in this Article 5 and the standards established by the Guidelines or any applicable law or regulation, the most restrictive legally enforceable standard shall apply.

- 6.1 Permitted Uses. Unless otherwise provided in this Declaration, the Sites and Improvements on Sites shall be used only for the uses shown on the "List of Permitted Uses" attached as Exhibit C. The Property and the Improvements shall not be used for any purpose which would generate offensive or unsafe odors, fumes, dust, smoke, noise, pollution, fire or explosion, or would create any other nuisance, in the sole and absolute opinion of the Committee.

6.2 Landscaping Requirements.

- 6.2.1 Landscaping Standards. Each Owner shall provide landscaping or ground cover on all areas of its Site that have been cleared and are not covered by Improvements. All landscaped areas shall be planted and maintained to provide an attractive setting in compliance with the Guidelines. Each Owner shall be responsible for repairing or replacing any deteriorated or damaged landscape materials on its Site and on the adjacent Parkway.

- 6.2.2 Trees. No existing trees may be removed except in compliance with the Guidelines and as approved by the Committee.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0000000000

# UNOFFICIAL COPY

- 6.2.3 Sites Adjacent to Dedicated Streets. Each Owner of a Site adjacent to a dedicated street shall landscape its Site appropriately with berms and plant material acceptable to the Committee in order to partially screen any parking areas visible from the street.
- 6.2.4 Primary Landscape Areas. The Developer shall initially provide landscaping in the Primary Landscape Areas at its expense. Thereafter, the landscaping in the Primary Landscape Areas shall be maintained and, when necessary, replaced by the Association. The obligation to install landscaping in the Primary Landscaping Areas is separate from any other landscaping required to be done by the Developer as an "Owner" hereunder, provided Developer shall only have obligations as "Owner" under Section 6.2 if it has cleared a Site which it owns and has constructed a Principal Improvement on the Site. Notwithstanding the foregoing, the Developer shall maintain all portions of the Property owned by it in generally the same or better condition as exists on the date hereof.
- 6.2.5 Secondary Landscape Areas. The Owner shall initially provide at its cost landscaping in the Secondary Landscape Areas on its Site in accordance with the design guidelines and plans submitted to and approved by the Committee. The Owner shall maintain the landscaping in the Secondary Landscape Areas on its Site.
- 6.2.6 Time of Completion. Subject to delays caused by weather and normal planting seasons, the Owner shall complete all required landscaping within sixty (60) days after the substantial completion of the Improvements on the Site.
- 6.2.7 Vacant Sites. The Owner shall maintain any vacant Site to prevent erosion by both water and wind. If a Site has been cleared, appropriate ground cover shall be planted and maintained.

## 6.3 Site Requirements.

- 6.3.1 Site Coverage. The Maximum Floor Area Ratio for any Lot shall be six-tenths (.6). The Maximum Building Coverage shall not exceed six-tenths (.6), based on Plans approved by the Committee. The Total Improvements Coverage for any Lot shall not exceed eighty five one-hundredths (.85).
- 6.3.2 Minimum Site Size. The minimum buildable lot size in the Chicago Read Business Park shall be one acre.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2011-01-01



# UNOFFICIAL COPY

- 6.3.3 Curb Cuts. All curb cuts shall be designed to be consistent with efficient traffic patterns and shall not unnecessarily hinder traffic flow to or from other Sites, and shall conform to City law.
- 6.3.4 Parking Areas. All parking shall be only on paved parking spaces to be constructed on each Site (except as incidental to construction). Parking is not permitted on any street or in any parking setback of any Site. The location, number and size of parking spaces shall be subject to approval by the Committee and shall be in compliance with the Guidelines and City law. All parking areas and access driveways shall have a wearing surface of asphalt, concrete and other similar hard surfaced materials approved by the Committee and shall be graded to assure proper drainage.
- 6.3.5 Storage of Materials; Screening Fences. No refuse, refuse receptacles, storage tanks, trailer storage, or any other items may be placed on a Site in public view or where they can be seen from adjacent land or Improvements. If it becomes necessary to store such item(s) in the open, the storage area shall be screened with materials pre-approved by the Committee in writing. Any screening or fences shall be in compliance with the Guidelines. Storage areas shall be limited to the rear two-thirds of the Site and shall be located in compliance with the Guidelines.
- 6.3.6 Utilities. All utilities must be placed underground. Transformers, electric, gas, or other meters or other apparatus that are visible from adjacent Sites or public areas shall be adequately screened and subject to the Committee's prior written approval.

## 6.4 Architectural Requirements

- 6.4.1 Design Aesthetics. The design of each Improvement shall be aesthetically consistent with a quality business park environment and shall comply with the Guidelines. All Improvements located on the Property shall be constructed with materials which are consistent with the Guidelines.
- 6.4.2 Building Height. No Improvements on the Property shall exceed a height of sixty (60) feet.
- 6.4.3 Loading Areas. Loading areas shall be screened from adjacent Sites or public areas by fencing, walls, berms, or appropriate landscaping.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/11/2011

# UNOFFICIAL COPY

## 6.5 Sign Requirements.

6.5.1 All Signs Subject to Committee Approval. All matters concerning signs must be approved in writing by the Committee. Any sign erected without the Committee's prior written approval shall be removed within three (3) days after the receipt of written demand from the Association. If the Owner fails to remove the sign within three (3) days, the Association shall have the right, but not the obligation, to enter upon the Site and remove the sign. The cost of such removal shall be assessed against and paid by the Owner in the manner provided in Section 4.8 above.

6.5.2 General Sign Requirements. One (1) ground sign identifying the Owner shall be permitted on each Site. All signage shall conform to the Guidelines and applicable City law. The design, location and orientation of all signs shall be subject to the approval of the Committee. The Committee may permit an additional sign(s) if, in its opinion, the size and configuration of a Site requires more signs for appropriate identification. Advertising signs are strictly prohibited unless approved by the Committee in its sole and absolute discretion. Banners and streamers of any kind are prohibited unless approved by the Committee. Ground signs may be illuminated, but not in an unsightly manner. In addition to the foregoing signs, an Owner shall erect necessary traffic, directional or warning signs of a size and character appropriate for such purposes. Portable signs, roof signs, projecting signs, signs with flashing lights, and signs with movable parts are prohibited.

6.5.3 Temporary Signs. Temporary signs identifying the Owner or Occupant are permitted during construction, provided that the Owner first obtain the written approval of the Association, which approval may contain reasonable limitations on the size and design of such signs, and provided further that such approval shall not extend for more than one (1) year.

6.5.4 Developer's Signs. The provisions of this Section 6.4 shall not apply to: (a) monuments, markers and signs erected by the Developer for the purposes of decoration and/or identification of the Property, and (b) the Developer's signs identifying the Property and/or offering Sites and/or buildings on Sites for sale or lease; provided that Developer's signs for the purpose of marketing Sites for sale or lease shall not block or unreasonably interfere with signs erected by an Owner pursuant to this Article 6.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/10/2010 10:10:10

# UNOFFICIAL COPY

## ARTICLE 7

### EASEMENTS

- 7.1 Grant of Easements. The Developer hereby reserves to itself and its successors and assigns, and grants to the Association, the Owners and/or the City and utility companies, blanket, perpetual and non-exclusive Easements on, over and under any Lot as necessary or appropriate to carry out the purposes of this Declaration. In addition, the Developer has reserved to itself and granted to the Association, the Owners, one or more other Persons and/or the City various other Easements. The Developer or the Association may in the future relocate any Easement or reserve to itself or grant to one or more Persons additional Easements consistent with the purposes of this Declaration. Unless specifically depicted or stated to the contrary in this Declaration or in any document or Subdivision Plat filed in the Official Records on or before the date of this Declaration, no Easement reserved or granted by this Declaration now or in the future shall be utilized or located or relocated in a way that would unreasonably interfere with the use of any Improvement then existing on the Site or unreasonably limit the construction or use of Improvements to be placed on the Site. In addition, Developer or the Association, as the case may be, shall reimburse each Owner for all reasonable direct out of pocket costs incurred by the Owner as a result of the relocation of any Easement on such Owner's Site by such party, if and only if such relocation is undertaken by the Developer or the Association, as the case may be, for the benefit of the Developer or another Owner and not as a result of the request, demand, act or omission of any (a) utility company or governmental body or (b) other person or entity which person or entity has a legal right to cause Developer or the Association to relocate such Easement.
- 7.2 Maintenance of Easements. Neither the Developer nor any Owner shall drain or dump any refuse, sewage, fill or other materials into any Easement area or otherwise interfere with the proper use and performance of the Easement areas, or drain or dump any refuse, sewage, or other materials (other than fill) onto the Property.
- 7.3 Maintenance of Stormwater Facilities. The owner of any area subject to a stormwater facility, shall maintain the Stormwater Facilities and shall ensure adequate stormwater storage and flow through Easement areas recorded against the Property and/or designated on the Subdivision Plat as stormwater, drainage or detention easements. The Owner of any area subject to an Easement for stormwater drainage, retention or detention shall not modify the grades or slopes or other surface water runoff or flow pattern without the Association's prior written consent, and, unless otherwise provided in this Declaration, shall

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

be responsible for the installation and maintenance of landscaping on any such Easement area that is not part of the Stormwater Facilities.

- 7.4 Developer's and Association's Right of Entry. The Developer hereby specifically reserves for the benefit of itself and the Association the right to enter upon any Easement upon prior reasonable notice, to maintain, repair or alter retention, detention, drainage, together with the right of ingress and egress to them across other portions of the Property; provided, however, that the Developer or the Association, as the case may be, shall use reasonable efforts to minimize interference with the operation of the Owners' businesses and shall restore any altered or maintained Easement in a manner generally consistent with the condition as existed prior to the alteration and the entering party shall reimburse each Owner for all reasonable direct out of pocket costs incurred by the Owner as a result any material alteration of such Easement on such Owner's Site if and only if such material alteration is undertaken by the Developer or the Association, as the case may be, for the benefit of the Developer or another Owner and not as a result of the request, demand, act or omission of any (a) utility company or governmental body or (b) other person or entity which person or entity has the legal right to cause Developer or the Association to make such material alteration.

## ARTICLE 8

### ARCHITECTURAL CONTROL COMMITTEE

- 8.1 The Committee. There is hereby created an Architectural Control Committee, consisting of no fewer than three (3) and no more than five (5) persons (the "Committee"). The Developer shall have the sole right to establish the number of persons on the Committee and to appoint and remove all members of the Committee until the first to occur of the following: (a) the Developer has given written notice to the Association that the Developer has relinquished its right to appoint and remove all Committee members in favor of the Association; or (b) the Developer has sold over ninety percent (90%) of the land constituting the Project measured by square footage. Thereafter, the Board shall establish the number of persons on the Committee and appoint the members of the Committee. Each member of the Committee shall serve for a term of one (1) year.
- 8.2 Committee's Adoption of Guidelines. The Committee may, but shall not be required to, adopt written Guidelines which set forth detailed design standards and requirements for construction and maintenance of Improvements and Sites. The Guidelines may contain provisions that are more restrictive than the provisions of this Declaration, but shall otherwise be consistent with this

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011 10:11:11 AM



# UNOFFICIAL COPY

Declaration. The Committee may modify or repeal the Guidelines at any time, but no modification shall affect any approval or consent already given to any Owner or Occupant.

8.3 Committee's Approval of Plans. No Owner shall: (a) construct or place any Improvement on any Site, or (b) alter or add to any existing Improvement in a way which would affect building size, placement or external appearance, until Plans have been submitted to, and approved in writing by, the Committee and, if required, the City. An Owner may choose to submit a preliminary concept plan to the Committee, which concept, if approved, may be incorporated into the Plans. If the Committee has approved a preliminary concept the Committee shall also approve Plans which are substantially similar to the preliminary concept plan as to those items submitted in the preliminary concept plan.

8.4 Form and Content of Plans. The "Plans" shall include three (3) copies of each of the following, consistent in form and content with the Guidelines, and such other information as may be required in the Guidelines, and shall be submitted to the Committee:

(a) Statement of Proposed Uses. A statement setting forth in narrative form the proposed use(s) of the Site and Improvements, and estimated population;

(b) Site Plan. A site plan prepared by an architect, civil engineer, landscape architect or land planner.

(c) Civil Engineering Plan. Civil engineering drawing(s) prepared by a civil engineer duly licensed under the laws of the State of Illinois showing all grading, paving, building location, and underground utilities.

(d) Landscape Plan. A landscape plan prepared by a landscape architect;

(e) Architectural Drawings and Specifications. Architectural drawings and specifications prepared by an architect duly licensed under the laws of the State of Illinois, showing elevations and all exterior building surfaces, including the color, quality and type of exterior construction materials;

(f) Signage Plan. Signage drawings showing elevations, plan, colors, graphic information to be displayed and location of all exterior signage;

(g) Outdoor Lighting Plan. Outdoor lighting plan showing the type, style, size, color and candlepower of all outdoor light fixtures; and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11-11-11

# UNOFFICIAL COPY

(h) Other Information. Any additional information reasonably requested by the Committee which will enable the Committee to determine the location, character, design, use, scale and appearance of the proposed Improvements.

8.5 Review Fee. With each submission of plans to be reviewed by the Committee, a review fee will be paid in the amount of \$250 to defray administrative costs. If the Committee, in its sole discretion, determines that it will require the services of one or more paid consultants, including but not limited to, architects, engineers, or landscape architects, in order to adequately review the Plans, then all fees charged by such consultants shall be passed through to the applicant in the form of a review fee. Notwithstanding anything contained herein to the contrary, no Plans shall be deemed approved until such time as the review fee has been paid in full.

8.6 Review and Approval Procedure. The Committee shall approve or disapprove all preliminary concept plans and all complete Plans within thirty (30) days after they are submitted. Failure by the Committee to approve or disapprove any preliminary concept plan or Plans within 30 days after submission shall not be deemed to constitute approval. In the event no decision has been rendered within thirty (30) days, the Owner may, within five (5) days after such 30 day period, request a final determination, in which case the Committee will render its decision no later than ten (10) days after such request. Failure by the Committee to respond within such ten (10) day period shall be deemed approval. Resubmission of plans previously reviewed shall be approved or disapproved by the Committee within 10 days. The Committee shall consider all preliminary concept plans and Plans in light of the purposes set forth in Article 2 above, the criteria set forth in the Guidelines, and the following criteria:

(a) conformity and harmony of external design and location of Improvements in relation to surrounding structures,

(b) relation of topography, grade and finish ground elevation of the Site to that of neighboring Sites,

(c) proper facing of main elevation with respect to nearby streets,

(d) adequacy of screening of mechanical, air conditioning and rooftop installations, and

(e) adequacy of landscape and/or fence screening of loading docks and parking.

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/28

# UNOFFICIAL COPY

The Committee shall specify in writing its reasons for disapproving any preliminary concept plan or Plans. The decision of the Committee is final, but the Committee shall not unreasonably withhold its approval of any preliminary concept plan or Plans. Any changes to approved Plans other than those made pursuant to minor change orders of the sort ordinarily made in the course of construction which neither materially alter the design or materials used in the improvements nor deviate from the Guidelines shall be submitted to the Committee for review and approval.

**8.7 Prompt Commencement of Construction.** Upon approval of the Plans by the Committee and the City, the Owner shall, as soon as practicable, proceed diligently to begin and complete all approved Improvements.

**8.8 Variances.** The Committee may grant reasonable variances from the provisions of this Declaration or the Guidelines upon the written consent of the majority of its members, in order to overcome practical difficulties, to prevent unnecessary hardship or for other good cause as determined by the Committee in its discretion, provided that the variances shall not materially injure the physical condition or economic value of any of the property or Improvements within the Property, and shall otherwise be subject to all applicable laws and regulations of any governmental body having jurisdiction over the Property. The Committee may impose such conditions on any variance granted as the Committee deems necessary or appropriate to effect the purposes of this Declaration. No variance granted under this Section 8.8 shall constitute a waiver of any provision of this Declaration or the Guidelines as applied to any other Person, Owner or Site.

**8.9 No Liability to Committee.** Neither the Committee, the Association, the Developer, the City nor any member, employee or agent thereof, shall be liable to any Owner, to anyone submitting plans for approvals, or to any other Person, by reason of good faith exercise of judgment or mistake or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications or for any other action in connection with its or their duties under this Declaration. No Committee member shall receive any compensation for serving the Committee.

## ARTICLE 9

### CHICAGO READ BUSINESS PARK ASSOCIATION

**9.1 The Association: Creation; Powers; Organization.** The Developer may after the effective date of this Declaration cause to be incorporated a not-for-profit corporation known as the Chicago Read Business Park Association (the "Association"). The Association shall have the power:

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/1/2010

# UNOFFICIAL COPY

- (a) to provide for the selection of members to serve on the Committee as set forth in Article 8 above;
- (b) to provide for the enforcement of the provisions of this Declaration and the Guidelines;
- (c) to provide such other services and facilities as may be authorized from time to time by the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the votes cast at a meeting duly called for such purpose;
- (d) in general to maintain and promote the desired character of the Property;
- (e) to exercise the powers of a not-for-profit corporation pursuant to the General Not-For-Profit Corporation Act of Illinois;
- (f) to levy assessments against the Lots for maintenance fees, Declaration enforcement costs, Committee expenses and other expenses approved by the Association which assessments shall not exceed those reasonably necessary to carry out the terms and conditions of this Declaration; and
- (g) to hold title to Common Improvements.

Pursuant to this Declaration, the Board of Directors of the Association shall constitute the final administrative authority (except as otherwise expressly provided in Article 8 above) and all decisions of the Board with respect to the administration of the Property shall be binding. All rights, title and obligations vested or imposed upon the Association by this Declaration shall be held and performed by the Board. The By-Laws for governing the Association shall be those duly enacted by the Board.

**9.2 Membership.** Ownership of a Site which is subject to Assessments as provided herein shall be the sole qualification for membership in the Association. Each Site shall only have one (1) membership regardless of the number of Persons that own that Site. If more than one Person is the record owner of any Site, or an Owner is a trustee, corporation, partnership or other legal entity other than a natural person, the votes for that Site shall be cast by the Person designated by the Owner(s) of that Site. In no event shall the votes cast with respect to any Site be cast by more than one Person. Membership shall be appurtenant to and may not be separated from ownership of any Site.

**9.3 Member's Voting Rights.** The Association shall initially have two (2) classes of voting memberships:

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

(a) Except as provided in Section 9.3(b) one (1) Class A membership shall attach to each Site. Each Class A membership shall have one (1) vote for each acre (including Easement Areas but excluding publicly dedicated rights-of-way) comprising the Site to which that membership attaches. Votes may be fractional.

(b) The sole holder of a Class B membership shall be the Developer. The Class B membership shall have five (5) votes for each acre (including Easement Areas but excluding publicly dedicated rights-of-way) comprising the total number of Sites then owned by the Class B member. Votes may be fractional. The Class B membership shall automatically convert to one or more Class A memberships ninety (90) days after the date and transfer by the Developer of more than eighty percent (80%) of its interest in the Project.

- 9.4 **Governance.** The Association shall be governed by a Board of Directors as provided in the By-Laws. The Board shall consist of no fewer than three (3) and no more than five (5) persons. The Board shall establish the number of persons to serve on the Board. After the conversion of Class B membership to Class A membership, as provided in Section 9.3(b) hereof, directors shall be members (or, in the case of a corporation, partnership or trustee members, any party designated by such corporation, partnership or trustee member) of the Association. Prior to the appointment of the first Board, the Developer may exercise all rights, powers and privileges and act in the capacity of the Board and may perform all of its functions as set forth in this Declaration and in the By-Laws.
- 9.5 **Election of Directors.** The members of the Association shall elect directors at the annual meetings of the Association which shall be held, and notice of which shall be sent, pursuant to the By-Laws.
- 9.6 **Limitation of Liability of Directors and Officers.** Neither the Developer, the City, the directors, the members of the Committee nor the officers of the Association, the City, or the Developer shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, members or officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the directors, members and officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors, members or officers unless any such contract or act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such officer, member or director may be involved by virtue of being or having been such director, member or officer; provided, however, that such indemnity shall not be operative with respect to:

(a) any matters as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his or her duties as such director or officer, or

(b) any matter settled or compromised, and, in the opinion of independent counsel selected by or in a manner determined by the Board, there is clear and convincing evidence for such person being adjudged liable for gross negligence or fraud in the performance of his or her duties as such director or officer.

- 9.7 Miscellaneous. All funds collected by the Board shall be held and expended for the purposes designated in this Declaration and the By-Laws and shall be held for the benefit of all Owners. Said funds shall be administered pursuant to the provisions of this Declaration and the By-Laws. All contracts and agreements entered into by the Board or the officers of the Association shall be deemed executed by said parties, as the case may be, as agent for the Owners or the Association.

## ARTICLE 10

### ASSESSMENTS LEVIED BY THE ASSOCIATION

- 10.1 Authority to Levy Assessments. The Association shall have the right, power and duty to levy assessments against the Owners and the Sites for costs incurred by the Association and the Committee in carrying out its purposes, including the costs of enforcing this Declaration.
- 10.2 Amount of Assessment. The Board shall estimate operating costs for the coming fiscal year, and shall assess them against the Owners for payment in advance at least annually. The assessment may take into account reserves for any contemplated repair or replacement of Improvements for which the Association is responsible. If such reserves are depleted or, in the opinion of the Board, significantly reduced, then any supplemental budget or the next regular annual assessment shall provide for the re-establishment of such reserves as the Board decides are reasonably appropriate.
- 10.3 Supplemental Assessments. If the annual assessment proves inadequate to defray the operating expenses during any year, then the Board may adopt a

952A9127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2019

# UNOFFICIAL COPY

supplemental budget or budgets and shall determine the amount of a supplemental assessment accordingly. The Board shall give all Owners written notice stating the amount of and reasons for any supplemental assessment, and such supplemental assessment shall become due on the date set by the Board. All Owners shall be obligated to pay any supplemental assessment.

**10.4 Special Assessments.** The Association may levy special assessments to defray, in whole or in part, costs of any construction, repair or replacement of any area in which maintenance is undertaken by the Association or pursuant to Article 4 above. Any special assessment in excess of \$1000 per acre per year shall require the affirmative vote of sixty-six and two-thirds (66-2/3%) of the votes cast at a meeting of the Association duly called for such purpose, unless the assessment is necessary to prevent imminent injury to any person or material injury to any property or to conform to applicable local, state or federal law, in which event the Board shall have the authority to levy such amount as it deems necessary.

**10.5 Owner's Share of Assessments.** Each Owner's share of any assessment shall be determined as follows:

$$OS = TA \times (OSA \text{ Divided by } TSA)$$

OS = an Owner's share of assessment;

TA = the total assessment

OSA = owner's site acreage - the total acreage (including Easement areas and excluding publicly dedicated rights-of-way) of all Sites owned by that Owner; and

TSA = the total site acreage (including Easement areas and excluding publicly dedicated rights-of-way) of all Sites which are subject to assessments owned by all Owners, including the Developer.

**10.6 Delinquent Assessment Payments.** An assessment will become delinquent if it has not been paid within ten (10) days after it becomes due. Delinquent assessments shall bear annual interest at five percent (5%) over the rate announced by Continental Bank N.A. of Chicago, Illinois as its reference rate (which rate shall change automatically and simultaneously with each change in the announced reference rate), from the due date thereof to the date of payment, provided, however, that the interest rate shall not exceed the maximum rate permitted by law for business loans of that type, if any.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-28 10:00 AM

# UNOFFICIAL COPY

10.7 Use of Assessments. The Association may use the assessments:

(a) to improve, maintain, and restore the Easement Areas and Common Elements;

(b) for operating expenses of the Association incurred by the Committee, provided, however, that such funds shall not be used for compensation of any member serving on the Committee;

(c) for operational expenses incurred by the Board including, but not limited to, management costs and professional fees for architects, engineers, accountants and attorneys;

(d) to enforce the provisions of this Declaration;

(e) to do any other thing necessary or desirable, in the opinion of the Board, to keep the Property neat and in good order, or which in the opinion of the Board may be of general benefit to the Owners or Occupants of the Property;

(f) for any other costs incurred by the Association, including, without limitation, public liability or casualty insurance covering the Common Elements;

(g) for any real estate or personal property taxes assessed against the Common Elements or;

(h) to establish reasonable reserves for contingencies, replacements and any extraordinary expenditures.

10.8 Lien. The Association shall have a continuing lien upon each Site to secure the payment of any assessment, plus interest, costs and reasonable attorneys' fees and to secure any other amounts, including those described in Article 4, owing from Owner to the Association. If any Owner is delinquent in the payment of an assessment, or other amount the Board may enforce the payment of principal, interest and other costs and fees as a lien on the Owner's Site and the Association may foreclose the lien against the Site after providing written notice to the Owner. The Association may, at its discretion, file certificates of nonpayment of assessments in the Official Records. Any such lien shall be secondary and inferior to any purchase money or construction mortgage or permanent first mortgage filed in the Official Records against the Site prior to the date of filing any lien created hereunder.

10.9 Financial Records. The Board shall keep a full and correct accounting of the receipts and expenditures for costs incurred by the Association in connection

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011 11:11:11



# UNOFFICIAL COPY

with the Property, itemizing expenses incurred. These records shall be available for inspection by an Owner or mortgagee of record, at any reasonable time during normal business hours as may be requested. Upon ten (10) days written notice to the Board and payment of a reasonable fee set by the Board, any Owner shall be furnished a statement of its account setting forth the amount of any unpaid assessment or other charges due and owing from such Owner.

- 10.10 Effect of Abandonment or Non-Use. No Owner may waive or otherwise escape liability for any assessment by the abandonment of its Site or by the non-use of any Property which the Owner has a right to use under this Declaration.

## ARTICLE 11

### OTHER PROVISIONS

- 11.1 Protective Covenants Run With Land. The Protective Covenants created by this Declaration shall attach to and run with the Property and shall be binding on every Person which may hereafter come into ownership, occupancy or possession of any portion of the Property. By the registration or acceptance of the conveyance of a Site or any interest or right therein (including fee or leasehold), the Person to which such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired such interest or right. The rights, liabilities and obligations set forth herein are direct, mutual and reciprocal among all Owners and their successors and assigns, shall attach to and run with the ownership of a Lot and may not be severed or alienated from such ownership.
- 11.2 Violation of Declaration of Nuisance. The result of every action or omission which violates a Protective Covenant is hereby declared to constitute a nuisance, and every remedy, public or private, available at law or in equity, against an Owner or Occupant shall be applicable against such nuisance and may be enforced by the Association, the Board or any Owner.
- 11.3 Remedies Cumulative; No Waiver. All remedies provided in this Declaration or available at law or in equity are cumulative and not exclusive. The failure of the Association or any Owner to enforce any provision of this Declaration shall not be deemed to be a waiver of the right to do so at a later date or of the right to enforce any other provision.

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

- 11.4 **Creation of Additional Lots.** The Developer reserves the right from time to time to subdivide and resubdivide portions of the Property owned (either beneficially or of record) by it in order to create additional Lots within the Property without the consent of any Owner. However, no Owner shall subdivide or resubdivide any Lot or part thereof without the Association's or Developer's prior written approval.
- 11.5 **Agreements with Other Land Owners.** The Association or the Developer, on behalf of the Association, may enter into commercially reasonable agreements with the owners of real estate in the vicinity of the Property (including other real estate owned by the Developer) for sharing responsibility, costs and decision-making authority for the maintenance and repair of any publicly dedicated right-of-way used now or in future by the Owners and the owners of other real estate. Any such agreement shall be in writing and recorded in the Official Records.
- 11.6 **Severability: Rule Against Perpetuities.** If any provision of this Declaration is held to be invalid by any court, the invalidity of that provision shall not affect the validity of the remaining provisions of this Declaration. If any provision of this Declaration is held to constitute a violation of the rule against perpetuities, that provision shall be deemed to remain in effect until this Declaration is terminated pursuant to Section 11.13 below or until the death of the last survivor of the now living descendants of William Clinton, President of the United States, plus 21 years thereafter.
- 11.7 **Notice.** Each Owner shall file its correct mailing address with the Association and shall notify the Association promptly in writing of any subsequent change of address. The Association shall maintain a file of Owner's address and make it available to appropriate parties. A written or printed notice delivered in person or deposited in the United States Post Office, postage prepaid, and addressed to an Owner at the last address filed by the Owner with the Association shall be sufficient notice to the Owner wherever notices are required in this Declaration, and shall be deemed effective when delivered in person or three (3) days after mailing.
- 11.8 **Construction; Captions.** The provisions of this Declaration shall be liberally construed to effectuate its stated purposes. The captions contained in this Declaration are for convenience of reference only, and shall not affect the meaning, interpretation or construction of this Declaration.
- 11.9 **Developer's Duties and Liabilities Prior to Certain Events.** Until the Association is formed, the Developer may exercise any and all of the powers, rights, duties and functions of the Association and the Board. After the Class B Membership is converted into a Class A membership pursuant to Section

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9.3(b) hereof, the Developer (including its partners) shall no longer be liable under this Declaration except in its capacity as an Owner.

**11.10** Events Not Constituting a "Sale" by the Developer. For purposes of Section 8.1, 9.1, 9.3 and 9.6 hereof, the conveyance by the Developer of legal title to a portion of the Property to a different entity which shall hold legal title for the benefit of the Developer or in which the Developer is the sole general partner or shareholder shall not constitute a sale.

**11.11** Amendments. This Declaration may be amended, pursuant to the following:

(a) This Declaration may be amended by this Association by an affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the total number of votes held by all members eligible to vote at the time the vote is taken, provided however, that no amendment which would materially and adversely affect: (i) the manner in which any Owner's assessment is determined; (ii) any approvals or consents already given to any Owner or Occupant; or (iii) affect the right of any mortgage holder, shall be made without the consent of that Owner, Occupant or mortgage holder.

(b) The Developer hereby reserves the right to amend this Declaration: (i) at any time for the purpose of correcting clerical errors or clarification of the terms of the Declaration without the consent of any other party, provided said amendments do not constitute a material and substantial change to the Declaration; and (ii) at any time prior to the formation of the Association.

(c) Any amendment shall become effective upon recording in the Official Records.

**11.12** Assignment. The Developer may assign in part or in whole any and all of its duties, rights, powers, privileges and reservations to any party as to all or any part of the Property. No assignment shall be effective unless in writing and signed by the Developer and the party accepting the assignment, and recorded in the Official Records. If the Developer ceases to exist or resigns and has not made an assignment, the Owners may appoint a successor to the Developer in an instrument signed by the Owners of at least sixty-six and two-thirds percent (66-2/3%) of the total acreage of the Property (excluding publicly dedicated rights-of-way). The instrument shall be signed by the successor Developer and shall become effective upon recording in the Official Records.

**11.13** Duration. Subject to Section 11.6 above, this Declaration shall remain in effect until forty (40) years from the date of its recording in the Official Records, after which it shall be automatically extended for successive five (5) year periods unless terminated by the Owners by an instrument signed by the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

# UNOFFICIAL COPY

Owners of at least sixty-six and two-thirds percent (66-2/3%) of the total acreage of the Property (exclusive of publicly dedicated rights-of-way) and recorded in the Official Records.

- 11.14 **Force Majeure.** For the purposes of any of the provisions of this Agreement, neither the City, the Developer, any Owner, the Board or the Association shall be considered in breach of its obligations hereunder in the event of any delay caused by fire or other casualty, strike, shortage of labor or material, unusual weather condition, war, riot, or like events beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its respective obligations hereunder ("Force Majeure").
- 11.15 **Consent.** Unless otherwise specifically stated herein, no consent, approval or judgment to be exercised by the Board, the Developer, the Association or the Committee shall be unreasonably withheld, delayed or conditioned.
- 11.16 **Exculpation.** Notwithstanding any other provision under these Covenants, the City is executing these Covenants solely for the purpose of subjecting certain property hereto and agreeing to subject other property hereto in the future, and the City shall in no event be deemed the "Developer" hereunder and it is expressly understood and agreed that each and all of the covenants, undertakings and agreements herein contained on the part of the Developer are not covenants, undertakings and agreements of the City and no personal liability is assumed by nor at any time shall be asserted or enforced against the City in connection therewith, and any person having a claim against the Developer hereunder shall look solely to Chicago Read Joint Venture L.P., or its successors or assigns in accordance with Section 11.12 hereof.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011



# UNOFFICIAL COPY

CCR

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed as of the day and year first written above.

**CHICAGO READ JOINT VENTURE L.P.**

By: 18-Chai II Corp

By:  \_\_\_\_\_

**THE CITY OF CHICAGO**

By: \_\_\_\_\_

**ATTEST:**

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

**This Instrument Prepared by  
(and when recorded, return to):**

Douglas J. Lubelchek  
MAYER, BROWN & PLATT  
190 South LaSalle Street  
Chicago, Illinois 60603  
(312) 782-0600

Property Address: 4200 N. Oak Park Avenue  
Chicago, Illinois 60634

P.I.N.: 13-18-409-003 (020) (028)

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed as of the day and year first written above.

CHICAGO READ JOINT VENTURE L.P.

By: 18-Chai II Corp.

By: \_\_\_\_\_

THE CITY OF CHICAGO

By: Christopher Perrotto  
Commissioner Department of  
Planning and Development

~~ATTEST:~~

~~\_\_\_\_\_  
Its: \_\_\_\_\_ Secretary~~

This Instrument Prepared by  
(and when recorded, return to):

Douglas J. Lubelchek  
MAYER, BROWN & PLATT  
190 South LaSalle Street  
Chicago, Illinois 60603  
(312) 782-0600

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2012 4 10 10:10

# UNOFFICIAL COPY

STATE OF ILLINOIS    )  
                                  )  
COUNTY OF COOK        )

I, Cheryl L. Muzik, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William A. Alter, personally known to me to be the President of 18-Chai II Corporation, an Illinois corporation and the general partner of Chicago Read Joint Venture L.P., an Illinois limited partnership, and personally known to me as the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument as his free and voluntary act, and the free and voluntary act of 18-Chai II Corporation and on behalf of the partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1995.

Cheryl L. Muzik  
Notary Public

§ "OFFICIAL SEAL"  
Cheryl L. Muzik  
Notary Public, State of Illinois  
My Commission Expires 12/24/98

95249127

Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-01 10:00 AM

# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, JORY WISHNOFF, a Notary Public in and for said County, in the State aforesaid, do hereby certify that VALERIE B. JARRETT, personally known to me to be the Commissioner of the Department of Planning and Development, an Illinois municipal corporation, and 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 being first duly sworn by me severally acknowledged that as such Commissioner, she signed and delivered the said instrument, pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 31 day of March, 1995.



*Jory Wishnoff*  
\_\_\_\_\_  
NOTARY PUBLIC

95249127

County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PROPERTY  
PROPERTY



# UNOFFICIAL COPY

EXHIBIT A-1

None

Property of Cook County Clerk's Office

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT A-2

Phase 1 Property

(Revised 6/13/94 to include lease parcel to Wright College)

THAT PART OF THE SOUTH FRACTIONAL 1/2 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE INDIAN BOUNDARY LINE, BEING ALSO THE SOUTHEASTERLY LINE OF WEST FOREST PRESERVE DRIVE, WITH THE EAST LINE OF NORTH OAK PARK AVENUE AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT NO. 11544080; THENCE SOUTH 01 DEGREES 42 MINUTES 45 SECONDS WEST ALONG THE EAST LINE OF SAID NORTH OAK PARK AVENUE, 72.56 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTH OAK PARK AVENUE, BEING A CURVED LINE CONVEX WESTERLY, HAVING A RADIUS OF 2337.50 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 588.00 FEET (THE CHORD OF SAID ARC BEARS SOUTH 05 DEGREES 29 MINUTES 38 SECONDS EAST, 586.45 FEET);

THENCE NORTH 26 DEGREES 07 MINUTES 04 SECONDS EAST, 311.80 FEET;

THENCE NORTH 66 DEGREES 00 MINUTES 33 SECONDS EAST, 575.77 FEET

TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 66 DEGREES 00 MINUTES 33 SECONDS EAST, 64.93 FEET TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO SAID INDIAN BOUNDARY LINE FROM A POINT ON SAID INDIAN BOUNDARY LINE, 602.83 FEET, AS MEASURED ALONG SAID INDIAN BOUNDARY LINE, NORTHEASTERLY OF THE INTERSECTION OF SAID INDIAN BOUNDARY LINE WITH THE EAST LINE OF NORTH OAK PARK AVENUE AS SHOWN ON PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT NO. 11544080; THENCE NORTH 31 DEGREES 21 MINUTES 49 SECONDS WEST ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, 503.09 FEET TO SAID INDIAN BOUNDARY LINE; THENCE NORTH 58 DEGREES 36 MINUTES 11 SECONDS EAST ALONG SAID INDIAN BOUNDARY LINE, 383.21 FEET TO THE MOST WESTERLY CORNER OF LAND TAKEN FOR HIGHWAY PURPOSES BY INSTRUMENT RECORDED APRIL 19, 1960 AS DOCUMENT NO. 17832909; THENCE NORTH 70 DEGREES 24 MINUTES 44 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LAND TAKEN FOR HIGHWAY PURPOSES BY INSTRUMENT RECORDED APRIL 19, 1960 AS DOCUMENT NO. 17832909, 193.05 FEET TO THE MOST EASTERLY CORNER THEREOF, BEING A POINT ON THE SOUTH LINE OF WEST MONTROSE AVENUE; THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS EAST ALONG SAID SOUTH LINE OF WEST MONTROSE AVENUE, BEING A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, 506.84 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE 33.00 FEET WIDE FORMER RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD DESCRIBED IN DOCUMENT NO. 20549503; THENCE SOUTH 00 DEGREES 05 MINUTES 17 SECONDS EAST ALONG SAID LAST DESCRIBED EAST LINE, 647.87 FEET TO A POINT OF INTERSECTION WITH A LINE 2080.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, SAID POINT OF INTERSECTION BEING HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 379.75 FEET TO A POINT 988.08 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18;

THENCE SOUTH 09 DEGREES 19 MINUTES 20 SECONDS EAST, 54.46 FEET;

THENCE SOUTH 12 DEGREES 41 MINUTES 31 SECONDS EAST, 220.65 FEET;

THENCE SOUTH 68 DEGREES 17 MINUTES 23 SECONDS WEST, 239.46 FEET;

THENCE SOUTH 22 DEGREES 13 MINUTES 45 SECONDS WEST, 26.64 FEET;

THENCE NORTH 87 DEGREES 55 MINUTES 53 SECONDS WEST, 204.71 FEET

TO AN INTERSECTION WITH A LINE BEARING SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST FROM SAID POINT "A"; THENCE NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 129.09 FEET TO A POINT BEING SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, 244.69 FEET FROM SAID POINT "A";

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

THENCE NORTH 89 DEGREES 59 MINUTES 17 SECONDS WEST, 325.43 FEET;  
THENCE SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, 260.34 FEET;  
THENCE NORTH 89 DEGREES 59 MINUTES 17 SECONDS WEST, 66.00 FEET;  
THENCE SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, 214.18 FEET;  
THENCE SOUTH 89 DEGREES 51 MINUTES 09 SECONDS WEST, 422.79 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, 546.72 FEET  
TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

CONTAINING 1,028,778 SQUARE FEET OR 23.617 ACRES

Property of Cook County Clerk's Office

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT A-3

PHASE 2 PROPERTY

(Revised 6/13/94 to exclude lease parcel to Wright College)

THAT PART OF THE SOUTH FRACTIONAL 1/2 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, WITH THE EAST LINE OF THE 33.00 FEET WIDE FORMER RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD DESCRIBED IN DOCUMENT NO. 20549503; THENCE SOUTH 00 DEGREES 05 MINUTES 17 SECONDS EAST ALONG SAID LAST DESCRIBED EAST LINE, 547.87 FEET TO A POINT OF INTERSECTION WITH A LINE 2080.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, SAID POINT OF INTERSECTION BEING HEREAFTER REFERRED TO AS POINT "A"; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 379.75 FEET TO A POINT 989.08 FEET WEST OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 09 DEGREES 19 MINUTES 20 SECONDS EAST, 54.46 FEET; THENCE SOUTH 12 DEGREES 41 MINUTES 31 SECONDS EAST, 220.65 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 12 DEGREES 41 MINUTES 31 SECONDS EAST, 139.26 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 156.31 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 41.82 FEET TO A POINT OF COMPOUND CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 20 DEGREES 21 MINUTES 28 SECONDS EAST, 41.69 FEET); THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 16.26 FEET AND BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 21.08 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS SOUTH 65 DEGREES 09 MINUTES 00 SECONDS EAST, 19.63 FEET); THENCE NORTH 77 DEGREES 43 MINUTES 19 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 41.44 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST, 716.10 FEET TO A LINE 920.07 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE NORTH LINE OF LOTS 21 TO 25, INCLUSIVE, IN DUNNING ESTATES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1988 AS DOCUMENT NO. 8849586, 239.89 FEET TO AN INTERSECTION WITH A LINE 1100.69 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 11 MINUTES 16 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 230.81 FEET TO A POINT 1150.59 FEET, AS MEASURED PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4, NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 36 MINUTES 14 SECONDS WEST, 292.38 FEET TO A LINE 25.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE FORMER CENTER LINE OF THE RAILROAD TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 56.35 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST, 206.60 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST, 66.00 FEET TO AN INTERSECTION WITH A LINE 1276.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 194.41 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, 300.07 FEET;  
THENCE SOUTH 89 DEGREES 59 MINUTES 17 SECONDS EAST, 391.43 FEET

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

TO AN INTERSECTION WITH A LINE BEARING SOUTH 00 DEGREES 00 MINUTES 43  
SECONDS WEST FROM SAID POINT "A"; THENCE NORTH 00 DEGREES 00 MINUTES 43  
SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 131.25 FEET;  
THENCE SOUTH 87 DEGREES 55 MINUTES 53 SECONDS EAST, 204.71 FEET;  
THENCE NORTH 22 DEGREES 13 MINUTES 45 SECONDS EAST, 26.64 FEET;  
THENCE NORTH 68 DEGREES 17 MINUTES 23 SECONDS EAST, 239.46 FEET  
TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 493,848 SQUARE FEET OR 11.337 ACRES

Property of Cook County Clerk's Office

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11  
11/11/11

# UNOFFICIAL COPY

## EXHIBIT B - LEGAL DESCRIPTION

### PHASE 3 PROPERTY

THAT PART OF THE SOUTH FRACTIONAL 1/2 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE INDIAN BOUNDARY LINE, BEING ALSO THE SOUTHEASTERLY LINE OF WEST FOREST PRESERVE DRIVE, WITH THE EAST LINE OF NORTH OAK PARK AVENUE AS SHOWN ON THE PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT NO. 11544080; THENCE SOUTH 01 DEGREES 42 MINUTES 45 SECONDS WEST ALONG THE EAST LINE OF SAID NORTH OAK PARK AVENUE, 72.56 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTH OAK PARK AVENUE, BEING A CURVED LINE CONVEX WESTERLY, HAVING A RADIUS OF 2337.50 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 588.00 FEET TO A POINT FOR A PLACE OF BEGINNING (THE CHORD OF SAID ARC BEARS SOUTH 05 DEGREES 29 MINUTES 38 SECONDS EAST, 586.45 FEET);

THENCE NORTH 26 DEGREES 07 MINUTES 04 SECONDS EAST, 311.80 FEET;
" NORTH 66 " 00 " 33 " EAST, 575.77 " ;
" SOUTH 00 " 00 " 43 " WEST, 546.72 " ;
" NORTH 89 " 51 " 09 " EAST, 422.79 " ;
" SOUTH 00 " 00 " 43 " WEST, 85.89 "

TO AN INTERSECTION WITH A LINE 1276.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 334.43 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 20 SECONDS EAST, 198.01 FEET;
" SOUTH 29 " 38 " 26 " WEST, 329.57 "

TO AN INTERSECTION WITH A LINE 792.08 FEET, AS MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 353.82 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE PARCEL OF LAND KNOWN AS THE CEMETERY GROUNDS ON THE COUNTY FARM; THENCE NORTH 00 DEGREES 25 MINUTES 50 SECONDS WEST ALONG SAID LAST DESCRIBED EAST LINE, BEING ALSO THE EAST LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18 SOUTH OF THE INDIAN BOUNDARY LINE, 440.92 FEET TO THE NORTH LINE OF SAID CEMETERY GROUNDS; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE, BEING A LINE 1233.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18, 188.31 FEET TO THE EASTERLY LINE OF NORTH OAK PARK AVENUE AS SHOWN ON PLAT OF SURVEY RECORDED JANUARY 11, 1935 AS DOCUMENT NO. 11544080; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF NORTH OAK PARK AVENUE, BEING A CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 2337.50 FEET, AN ARC DISTANCE OF 169.07 FEET TO THE POINT OF BEGINNING (THE CHORD OF SAID ARC BEARS NORTH 14 DEGREES 46 MINUTES 21 SECONDS WEST, 169.03 FEET).

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2011-11-15

# UNOFFICIAL COPY

11 2 1 2 7

ALSO

THAT PART OF THE SOUTH FRACTIONAL 1/2 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF A LINE 33.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, WITH THE EAST LINE OF THE 33.00 FEET WIDE FORMER RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD DESCRIBED IN DOCUMENT NO. 20549503; THENCE SOUTH 00 DEGREES 05 MINUTES 17 SECONDS EAST ALONG SAID LAST DESCRIBED EAST LINE, 547.87 FEET TO A POINT OF INTERSECTION WITH A LINE 2080.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, 244.69 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, 260.34 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 17 SECONDS WEST, 325.43 "	;
" NORTH 00 " 00 " 43 " EAST, 260.34 "	;
" SOUTH 89 " 59 " 17 " EAST, 325.43 "	;

TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000000000

# UNOFFICIAL COPY

## EXHIBIT C

### Permitted Uses

1. Cemetery Uses
2. Any use permitted in the M1-1 Restricted Manufacturing District (as defined in the City of Chicago Zoning Ordinance, Chapter 194A, Municipal Code of Chicago) except the following:
  - A. Auto Laundries.
  - B. Automobile Service Stations for the retail sale and dispensing of fuel, lubricants, tires batteries, accessories and supplies, including installation and minor services customarily incidental thereto and chassis and gear lubrication.
  - C. Barber Shops.
  - D. Drug Stores.
  - E. Food Stores.
  - F. Railroad Labor Rest Houses, Hotels and Camps.
  - G. Retail Liquor Stores.
  - H. Taverns.
  - I. Greenhouses.
  - J. Municipal Recreation Buildings or Community Centers.
  - K. Private Lodges.
  - L. Water Filtration Plants.
  - M. Water Pumping Stations.
  - N. Water reservoirs.
  - O. Medical/Dental Clinics.
  - P. Except as authorized by Paragraph 3 below: Banks, currency exchanges, privately owned recreation centers, restaurants, trade schools, business schools and business and professional offices (unless accessory or related to a permitted use).
3. Notwithstanding the foregoing and subject to the review and approval of the City of Chicago Department of Planning, a maximum of ten percent (10%) of the allowable floor area as determined by the Table of Use and Bulk Regulations attached hereto may be devoted to the following permitted uses provided that the uses are located so as not to conflict with the use and operation of the industrial uses: banks, currency exchanges, privately owned recreation centers, restaurants, trade schools, business schools (provided that the primary curriculum is consistent with promoting industrial uses) and business and professional offices (unless accessory or related to a permitted use).

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

NOV 19 11 37

4. The following M1-1 Special Uses are permitted:

- A. Parks and playgrounds.
- B. Radio and Television Broadcasting Stations and Offices.
- C. Day care centers in a one-story building or in a multi-story building of construction type I-A (as defined in the City of Chicago Building Code). Such use shall be consistent with Chapter 158 of the Municipal Code of Chicago, Day Care Center, provided however, that in addition, such use must be an accessory use clearly related to the principal use.
- D. Earth Station Antenna exceeding eight (8) feet in diameter.

Property of Cook County Clerk's Office

95249127

UNOFFICIAL COPY

Property of Cook County Clerk's Office