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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 9th day of August, 1996 by Roosevelt University, an Illinois not-for-profit corporation, (the "Declarant").

. DEPT-01 RECORDING \$39.00
. T40012 TRAN 1703 08/14/96 10:12:00
. 17305 CG *--96--622597
. COOK COUNTY RECORDER

WITNESSETH

WHEREAS, the Declarant is the owner in fee simple of real estate in Cook County, Illinois, legally described as in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property will be developed in accordance with the applicable zoning, of and approvals granted by, the Village of Schaumburg (the "Village"); and

WHEREAS, the Declarant intends to submit the Property to the conditions, covenants, restrictions, and reservations hereinafter set forth which are individually and collectively for the benefit of said Property and the Village, and shall run with the land and pass with each parcel of said Property, and;

This instrument was prepared by
and record and mail to:

Anthony L. Frink, Esq.
McBride Baker & Coles
500 West Madison
40th Floor
Chicago, Illinois 60661

BOX 333-CTI

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NOW THEREFORE, the Declarant hereby declares that the Property is and shall be transferred, held, sold, conveyed and accepted subject to this Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declaration"); and that the provisions herein shall exist at all times hereafter amongst all parties having or acquiring right, title or interest in any portions of the Property, be binding upon and inure to the benefit of each owner and be appurtenant to and run with the land subject to this Declaration to be held, sold and conveyed subject hereto.

ARTICLE I

GENERAL PURPOSE OF THIS DECLARATION

The Property legally described herein is subjected to the covenants declared herein to insure proper maintenance of utilities and landscaping.

ARTICLE II

DEFINITIONS

Section 2.1 Approvals.

The zoning and plan approvals, special uses, annexation agreements, and other ordinances or agreements of the Village that specifically apply to the Property.

Section 2.2 Building Area.

Any structure permanently affixed to the real estate comprising the Property designed or built for enclosure, shelter, protection or occupancy of persons, chattels or other property of any kind or nature.

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Section 2.3 Common Area.

All public and common facilities erected on the Property exclusive of the Building Areas, including but not limited to, all entrances, exits, driveways, parking areas, sidewalks (including sidewalks from time to time located on or adjacent to the Building Areas which are intended for customer or tenant use), service drives, utilities, drainage and storm water run off detention facilities, landscaped areas, property identification and directional signs and lighting facilities, exclusive of any improvements constructed on any Building Areas. It is expressly understood and agreed that all sidewalks which are intended for customer or tenant use shall be part of the Common Areas.

Section 2.4 Declarant.

Roosevelt University, an Illinois not-for-profit corporation, its agents, successors, assigns, transferees, and lessees. Declarant may delegate any or all of its rights, duties, powers and privileges to any person, partnership, corporation or other entity.

Section 2.5 Occupant.

Any person legally entitled to occupy and use any part or portion of the Property.

Section 2.6 Owner.

The record owner from time to time of fee simple title to any part or portion of the Property, whether such owner shall be one or more Persons. Declarant shall be considered an Owner for all purposes of this Declaration to the extent that Declarant owns any part or portion of the Property.

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Section 2.7 Person.

A natural person, or a firm, corporation, partnership, land trust or any entity, public or private.

Section 2.8 Property.

The real estate legally described in Exhibit "A" attached hereto.

Section 2.9 Village.

The Village of Schaumburg, an Illinois municipal corporation, its successors and the various departments and agencies thereof.

Section 2.10 Village Engineer.

The director of Engineering of the Village or any duly authorized or designated representative of that office.

ARTICLE III

MAINTENANCE

Section 3.1 Installation and Maintenance of Utilities.

Declarant, its agents, representatives, successors, assigns or transferees hereby covenant to maintain or cause to be maintained all sewers, watermains, detention and retention facilities in accordance with all applicable Village ordinances.

Section 3.2 Landscape Maintenance.

Declarant, its agents, representatives, successors, assigns or transferees shall maintain the Common Area in accordance with Village ordinances, and in addition, shall insure that all landscape maintenance is done in accordance with the following standards:

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A. **Turf Areas:** All turf areas shall be regularly mowed with the frequency necessary to insure that turf areas are sightly, turf is not long enough to trap debris or otherwise cause a health or safety hazard. Long grasses and weeds around all obstructions shall be trimmed as needed. All walks, curbs and parking lot perimeters shall be edged as required to maintain a neat and trimmed turf edge appearance.

B. **Trees, Shrubbery and Plant Bed Care:** In those areas with pedestrian traffic, tree maintenance shall be regularly performed to remove dead or broken branches with such regularity needed to eliminate any safety or health risks. All maintenance shall be performed to stimulate natural growth. Deciduous and evergreen shrubs are to be pruned, sheared and shaped as necessary at the proper times as required by the species. All planting beds and tree rings shall be cultivated, edged as needed and kept weed free.

C. **Dead or Damaged Landscape Planting Materials:** All landscape planting materials to be provided in accordance with the Approvals shall be sustained and maintained as to maintain the character and function of the landscape plan as approved for the Property. Dead or damaged landscape planting materials shall be replaced as needed on a timely basis.

D. **Litter and Debris Cleaning.** Paper and debris shall be cleaned from the entire Property as needed and to the extent practicable based on the amount of snow cover and weather conditions.

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E. **Pavement Area:** The entrances and exits, main drives and lanes, sidewalks, loading, unloading and receiving docks and the entire rear drive of all Building Areas shall be power swept or vacuumed as needed to keep said areas debris free.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 Duration.

The covenants set forth herein are perpetual, run with the land and are binding upon each Owner or Owners of the Property from time to time. Whenever Declarant or any successor or assign of Declarant transfers title to the Property, or any portion thereof, such transferor shall, effective upon such transfer, be released from any and all liability thereafter arising from or in connection with this Declaration with respect to the Property or the portion thereof so transferred.

Section 4.2 Amendment.

This Declaration may be amended but only with the consent of the Village. Said consent shall be evidenced by the adoption of an ordinance of the Village Board. Any such amendment shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

Section 4.3 Standing.

If the Declarant, its agents, representatives, successors, assigns or transferees or any lessees or mortgagees violate or attempt to violate any of the provisions contained in this Declaration, then, after delivering notice and the opportunity to cure, it shall be lawful for the Village to bring any proceeding or suit in law or in equity in any Court of competent jurisdiction

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to prevent or terminate said violation and to enforce all of the provisions of this Declaration. All remedies shall be cumulative and non-exclusive of any other remedy; the prosecution of any remedy shall not be deemed an election of remedies. The party or parties to any such unit or proceeding declared by the Judge presiding thereon to be the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties court costs and all fees, including reasonable attorney and any expert witness fees, incurred by such prevailing party or parties in connection with such suit or proceeding.

Section 4.4 Not-Waiver.

No violation of the provisions of this Declaration shall be deemed to release the Declarant, its agents, representatives, successors, assigns or transferees from their obligations under these provisions.

Section 4.5 Severability.

If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provisions contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

Section 4.6 Applicability of Village Ordinances.

All covenants and restrictions contained herein shall be subject to the applicability of the building code and zoning regulations as well as other related ordinances of the Village of Schaumburg in effect from time to time. To the extent that any conflict arises between Village Ordinances and the covenants and restrictions contained herein, the Village Ordinances shall control.

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Section 4.7 Additional Documents.

Declarant may, at its sole option, develop and record subsequent instruments providing for the assignment or elaboration of the covenants and obligations of Declarant, its agents, representatives, successors, assigns or transferees or lessees provided for herein, including reciprocal easement and operating agreements, without notice to or consent of the Village; provided, however, that no subsequent instrument shall abrogate any of Declarant's obligations or covenants hereunder without the express approval of the Village as provided for herein.

IN WITNESS WHEREOF this Declaration has been executed by Roosevelt University,
the current owner of record of the Property.

ROOSEVELT UNIVERSITY, an Illinois not-for-profit
corporation

By: John J. McLaughlin

Its: President

Date: August 12, 1996

ATTEST:

By: Shant J. Tragan

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John E. Allerson personally known to me to be the VP-Business & Finance, of Roosevelt University, an Illinois not-for-profit corporation, and Stuart I. Fagan personally known to me to be the Provost of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth.

Given under my hand and official seal this 12th day of August, 1996.

Marian Schranz-Messaris
Notary Public
Commission expires: 9-11-98

OFFICIAL SEAL
MARIAN SCHRANZ-MESSARIS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 11, 1998

This instrument was prepared by and record and mail back to:

Anthony L. Frink, Esq.
McBride Baker & Coles
500 West Madison
40th Floor
Chicago, Illinois 60661

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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOT 2 IN WOODFIELD VILLAGE GREEN WOODFIELD-76 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 26, 1993 AS DOCUMENT 93580462, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 72 DEGREES, 28 MINUTES, 43 SECONDS EAST ALONG THE NORTH LINE OF LOT 2, SAID LINE BEING ALSO THE SOUTH LINE OF MCCONNOR PARKWAY, DEDICATED FOR PUBLIC STREET PER DOCUMENT 87579086, A DISTANCE OF 166.80 FEET TO A POINT OF CURVATURE; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF LOT 2 AND SAID SOUTH LINE OF MCCONNOR PARKWAY, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 263.96 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 927.17 FEET, AND A BEARING OF SOUTH 79 DEGREES, 54 MINUTES, 21 SECONDS EAST; THENCE SOUTH 52 DEGREES, 17 MINUTES, 26 SECONDS EAST ALONG SAID NORTH LINE OF LOT 2 AND SAID SOUTH LINE OF MCCONNOR PARKWAY, A DISTANCE OF 260.31 FEET; THENCE SOUTH 37 DEGREES, 41 MINUTES, 34 SECONDS EAST, 342.00 FEET; THENCE SOUTH 30 DEGREES, 26 MINUTES, 10 SECONDS WEST, 126.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 740.00 FEET, AN ARC DISTANCE OF 175.48 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 175.37 FEET AND A BEARING OF SOUTH 23 DEGREES, 38 MINUTES, 34 SECONDS WEST; THENCE SOUTH 16 DEGREES, 50 MINUTES, 57 SECONDS WEST, 198.03 FEET; THENCE SOUTH 09 DEGREES, 35 MINUTES, 01 SECONDS WEST, 73.23 FEET; THENCE SOUTH 0 DEGREES, 24 MINUTES, 59 SECONDS EAST, 60.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID POINT BEING ALSO A NORTHEAST CORNER OF LOT 1 IN SAID WOODFIELD VILLAGE GREEN WOODFIELD-76 SUBDIVISION; THENCE SOUTH 89 DEGREES, 33 MINUTES, 06 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 2 AND SAID NORTH LINE OF LOT 1, A DISTANCE OF 222.62 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE OF LOT 2 AND SAID NORTH LINE OF LOT 1, SOUTH 07 DEGREES, 48 MINUTES, 43 SECONDS WEST, 611.35 FEET; THENCE NORTH 0 DEGREES, 50 MINUTES, 28 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, BEING ALSO THE EAST LINE OF LOT 1, A DISTANCE OF 677.86 FEET; THENCE NORTH 7 DEGREES, 07 MINUTES, 39 SECONDS EAST ALONG SAID WEST LINE OF LOT 2 AND SAID EAST LINE OF SAID LOT 1, A DISTANCE OF 268.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N.: 07-12-400-022-0000

Commonly known as: Golf and Meacham Roads, Schaumburg, Illinois

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