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**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, AND RESTRICTIONS
FOR
HAMPTON OAKS PLANNED DEVELOPMENT ASSOCIATION**

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS

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FOR HAMPTON OAKS PLANNED DEVELOPMENT ASSOCIATION

THIS DECLARATION made this 6th day of May, 1999, by COLONIAL ENTERPRISES, INC., an Illinois Corporation.

RECITALS

A. Declarant is the record owner of certain real estate in the Village of Streamwood, County of Cook, State of Illinois, which is legally described as follows (the Property): That part of Lot 1 of Hampton Oaks, being a subdivision of part of the Northwest ¼ of the Northeast ¼ of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the Northeasterly corner of said Lot 1; thence North 61 Degrees 35 Minutes 44 Seconds West, 52.00 Feet to the Northwesterly corner of said Lot; thence South 28 Degrees 24 Minutes 16 Seconds West, along the westerly line of said Lot, 31.00 Feet for the place of beginning; thence continuing South 28 Degrees 24 Minutes 16 Seconds West along said westerly line 26.00 Feet; thence South 61 Degrees 35 Minutes 44 Seconds East 52.00 Feet to the easterly line of said Lot 1; thence North 28 Degrees 24 Minutes 16 Seconds East, along said easterly line 26.00 Feet; thence North 61 Degrees 35 Minutes 44 Seconds West 52.00 Feet to the place of beginning, in the Village of Streamwood, Cook County, Illinois.

B. Developer wishes to subject the Property to the provisions hereinafter provided and has formed or will form an Illinois not-for-profit corporation known as HAMPTON OAKS Planned Development Association for the purpose of owning, maintaining, and administering certain portions of the Property and the facilities and improvements thereon, as hereinafter provided.

NOW, THEREFORE, Declarant hereby declares that all the Property shall be held, sold, and conveyed subject to the following covenants, conditions, easements, and restrictions, all of which shall run with the Property, as hereinafter defined, and be binding on the parties having or acquiring any right, title, or interest in the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

DEFINITIONS

The following words, when used in this Declaration or in any Supplementary Declaration shall, unless the context shall prohibit, have the following meanings:

- 1.01 **Association.** HAMPTON OAKS Planned Development Association, an Illinois not-for-profit corporation, its successors and assignees.
- 1.02 **Property or Parcel.** Shall mean and refer to the real property herein above described which is subject to the provisions of this Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided herein and all improvements and structures erected.
- 1.03 **Common Elements.** All real estate owned by the Association, including all improvements and facilities thereon.
- 1.04 **Limited Common Elements.** Those portions of the Common Elements designed for use by a particular Unit or Units to the exclusion of other Units, which would include patios, walkways, and driveways directly accessible from the particular Unit or Units.
- 1.05 **Unit.** Shall mean and refer to that portion of the Property shown upon the recorded plat of the Property designated and extended for any type of independent use.

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- 1.06 **Owner.** The record owner, whether one or more persons, individual or entities, of a fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.07 **Member or Membership.** Shall mean and refer to every person or entity holding membership in the Association as provided in Article 2 hereof.
- 1.08 **Developer and/or Declarant.** Colonial Enterprises, Inc., an Illinois Corporation.
- 1.09 **Turnover Date.** The date that occurs either upon the expiration of ninety (90) days after the sale and transfer of title by Developer of seventy-five percent (75%) of the Units or three (3) years after recordation of the Declaration.
- 1.10 **Plat.** The Plat or Plats of Survey of the Parcel and all Units in the Property. The Developer reserves the right to make corrections in all Plats subject to the approval of the Village of Streamwood.
- 1.11 **Building or Buildings.** The Building or Buildings constructed by the Developer, located on the Parcel and forming part of the Property and containing the Units as indicated by the Plat.
- 1.12 **Village.** The Village of Streamwood, Illinois.

ARTICLE 2

MEMBERSHIP AND BOARD OF DIRECTORS

- 2.01 **Membership.** Every owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership.
- 2.02 **Voting Rights.** The Association shall have one class of membership and each member shall have one vote for each Unit which member owns provided that a designation identifying the Owner of each Unit shall be made in writing to the Board or in such other manner as may be provided in the By-Laws. In no event shall more than one (1) vote be cast with respect to a Unit. If more than one person is the record owner of any Unit, or if an Owner is a trustee, corporation, partnership, or other legal entity, the vote for such Unit shall be exercised as such Owner or Owners of that Unit shall designate.
- 2.03 **Board of Directors.** The Association shall be governed by a Board of Directors (the Board) comprised of five (5) persons, or such greater number as may be determined by Board resolution. Directors shall be members in residence of the Association. The Board shall maintain and administer the Common Elements and certain portions of the Units and Improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws.
- 2.04 **Appointment of Directors by Developer.** Notwithstanding anything in this Declaration or the By-Laws of the Association to the contrary, until the election of a new Board at the initial meeting of members, the Board shall consist of and vacancies shall be filled by three (3) persons as the Developer shall from time to time appoint, who need not be members of the Association. Prior to the Turnover Date Developer may, in its sole discretion, without affecting its right to appoint the directors, appoint one or more members of the Association to act as non-voting advisors to the Board. The Developer, in its sole discretion, shall determine the Turnover Date, but in no event shall it be later than the earlier of: (a) the expiration of ninety (90) days after the sale and transfer of title by Developer of seventy-five percent (75%) of the Units; (b) three (3) years after recordation of this Declaration. Prior to the Turnover Date, without the prior written consent of Developer, neither the Articles of Incorporation of the Association, this Declaration, nor the By-Laws shall be amended, modified, or changed.
- 2.05 **Election of Directors by Members.** On the Turnover Date, a new Board shall be elected.
- 2.06 **Director and Officer Liability.** Neither the directors nor the officers of the Association 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 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 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 and officers on behalf of the Owners or the Association or arising out of their status as directors 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, attorneys fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter 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 its duties as such director or officer, or (ii) any matter settled or compromised unless, in the opinion of the independent counsel selected by, or in a manner determined by the Board, there on no reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such director or officer.

ARTICLE 3

UNITS

Description and Ownership. All Units in the Buildings located on the Parcel are delineated on the Plat recorded as Document 98972238 and amendments, if any, thereto. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat.

ARTICLE 4

COMMON ELEMENTS

- 4.01 **Description.** Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property, except the individual Units, and portions, if any, dedicated to the Village of Streamwood or any other governmental unit.
- 4.02 **Ownership and Use of Common Elements.** Each Unit Owners shall be entitled to and own an undivided interest in the Common Elements and, except as otherwise limited in this Declaration, shall have the right to use the Common elements for all purposes incident to the use and occupancy of such Owners' Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Such right to use the Common Elements shall extend to each Unit Owner, his agents, tenants, family members and invitees. The use of the Common Elements shall also be subject to the rules and regulations issued by the Board of Directors of the Association. Each Unit Owner shall be entitled to 1/38th of the ownership in the Common Elements.
- 4.03 **Use of Limited Common Elements.** Each Unit owner shall be entitled to the exclusive use and possession of that Unit's Limited Common Element subject to the terms and conditions of this Declaration and provided that the Association shall retain a reasonable right of access consistent with its obligation to maintain all Common Elements including Limited Common Elements.

ARTICLE 5

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

- 5.01 **No Severance of Ownership.** No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such bona fide ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one, without including also the other, shall be deemed and taken to include the interest so omitted.
- 5.02 **No Partition of Common Elements or Units.** There shall be no partition of the Common Elements and/or Units through judicial proceedings or otherwise unless this Declaration is terminated with approval of the Village of Streamwood.

- 5.03 **Maintenance of Common Elements: Common Expenses.** Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements, including the Limited Common Elements, shall be the responsibility of the Board or Association. Each Unit Owner shall pay his proportionate share of the common expenses. In the event of the failure of a Unit Owner to pay his proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act. Except as otherwise expressly provided herein, the Declarant hereby agrees to maintain the Common elements up to and until the date the first Unit is conveyed to a Purchaser. From and after the date of said conveyance, the Association agrees either to do or cause the following to be done: to maintain, repair and replace the Common Elements, including, but not limited to, the Buildings, all monument signs, detention ponds, and their outlets, retaining walls, walks, roads, grass, trees, shrubs, plantings and lighting on said Common elements, and parking areas. The Association, at its expense, agrees to provide to its members snow removal service for all porches, walks, driveways and roadways adjoining streets (whether public or private) located in the Common Elements, and exterior window washing. The Association and Board of Directors are also responsible for the maintenance, including snow removal, repair and replacement of the common elements affecting the public interest, which include the Stormwater Control System and the vehicular roadways. The Association, pursuant to 765 ILCS 605/9.1, hereby expressly authorizes and consents to the performance of labor and the furnishing of materials by the Village of Streamwood for these Common Elements affecting the public interests. In the event that the Association or its Board of Directors or Board of Managers fails or refuses to perform maintenance, repair or replacement work on any such common elements upon thirty (30) days written notice from the Village of Streamwood identifying with specificity the elements to be maintained, repaired or replaced and the work to be done, the Village of Streamwood is hereby authorized to repair or replace or cause the repair or replacement of each common elements. The determination that such maintenance, repair or replacement is necessary and in the public interest is solely within the discretion of the Village of Streamwood and shall be in accord with its established policies for similar publicly owned facilities. This right of the Village to cause such repair or replacement in no way relieves the Association or its Board of Directors from its responsibility under this Declaration and is not to be construed as an obligation on the part of the Village of Streamwood to cause such work to be performed.

In such event, the Village of Streamwood shall have a lien upon the Common Elements and Units for the reasonable cost and expense of the work performed by it. Each Unit Owner shall be liable for the payment of that Unit's proportionate share of such costs. Such lien may be foreclosed and enforced by the Village, which may also recover all reasonable costs and attorney's fees in so doing, in the manner provided by law. Upon the recording of this Declaration, the initial Board of Directors and all subsequent Board of Directors upon accepting their respective offices, and all Unit Owners, upon acquiring title to their respective Units, shall be bound by and are deemed to consent to the provisions of this Paragraph.

ARTICLE 6

EASEMENTS AND PROPERTY RIGHTS

- 6.01 **Easements of Use and Enjoyment.** An easement is hereby declared and created over and upon the Common Elements for the benefit of the entire Property, and every Owner shall have a right and easement of use and enjoyment, and a right of access to and of ingress and egress on, over, access, in, upon, and to the Common Elements except as otherwise limited in this Declaration, and such right and easement shall be appurtenant to and shall pass with title to every Unit.
- 6.02 **Rights of Occupants.** All persons who reside in a Unit shall have the same rights to use and enjoy Common Elements and Limited Common Elements and all improvements situated thereon as the Owner of the Unit, as provided in the By-Laws and this Declaration.
- 6.03 **Utility Easements.** Authorized cable television companies, Illinois Bell, Commonwealth Edison, Northern Illinois Gas Company, Village of Streamwood and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment, into, over, under, on and through the Common Elements for the purpose of providing utility services to the Property. The right is also reserved to Declarant to grant to said entities and to cause to be recorded by separate instruments such easements as are described aforesaid. Every Owner is also hereby granted an easement of ingress and egress over and upon the Common Elements and any other Unit for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Owner's Unit. Easements are also hereby declared and granted to the Developer or

its assignee to install, lay, construct, operate, maintain, renew, repair and replace any conduits, cables, pipes, wires or other equipment or components of a community antenna television service system into, over, under, on and through the Common Elements and any Unit for the purpose of providing such television services to the Property or to other property.

- 6.04 **Transfer of Common Area to Association.** Declarant will convey to the Association and the Association shall accept all the Common Elements herein described and any additions thereto, together with such facilities and improvements as the Developer may elect to install thereon and subject to such easements as the Developer may cause to be placed thereon, at such time or times as the Developer shall determine, provided that all the Common Elements shall be conveyed to the Association no later than sixty (60) days after the Turnover Date.
- 6.05 **Maintenance of Common Elements Prior to Conveyance to Association.** Notwithstanding the retention by Declarant or Developer of title to all or any portion of the property designated herein as Common Elements, the Association shall, from the Owner's assessments, pay or reimburse the Developer or Declarant for all real estate taxes and all other costs and expenses arising out of or incident to the ownership, maintenance and repair of such portion of the Common Elements that is available for use by the Owners to the same extent as such costs and expenses would be the obligation of the Association if it were the record owner thereof.
- 6.06 **Easements to Run With the Land.** All easements, covenants and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon any Owner, purchaser, mortgagee or other person having interest in the property, or any part or portion thereof.
- 6.07 **Separate Mortgages of Units.** Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.
- 6.08 **Separate Real Estate Taxes.** It is intended that real estate taxes are to be separately taxes to each Unit Owner for that Unit and its corresponding percentage of ownership in the Common Elements. In the event that for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay the Unit's proportionate share thereof in accordance with its respective percentage of ownership interest in the Common Elements. Upon authorization by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board of Directors, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges, and to charge and collect all expenses incurred in connection therewith as Common Expenses.
- 6.09 **Utilities.** Each Unit Owner shall pay for the cable television, telephone, electricity, water, gas, and any other utilities, which are separately metered or billed, to each user by the respective utility company. Utilities, which are not separately metered or billed, if any, shall be treated as part of the Common Elements.
- 6.10 **Insurance: Unit Owners.** Each Unit Owner shall be responsible for obtaining and keeping in full force and effect his own insurance on the decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability as Owner of said Unit, all to the extent covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided in the By-Laws of the Association.

The Board shall not be responsible for obtaining insurance on any additional alterations or improvements made by any Unit Owner to his own Unit, unless and until such Unit Owner shall request the Board, in writing, to do so, and shall make arrangements satisfactory to the Board to either pay for or reimburse the Board for any additional premium attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Each Unit Owner, the Board and Association hereby waive and release any and all claims which they may have against any other Unit Owner, the Association, its officers, members, or occupants of the Units, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

ARTICLE 7

MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS

- 7.01 **Owner's Obligation.** Each Unit owner shall be responsible for:
- (a) The maintenance, repair, and replacement of that portion of each Building within the Owner's delineated Unit, provided that any exterior maintenance, repair, or replacement shall be subject to the prior approval of the Association;
 - (b) All of the maintenance, repairs, and replacements within the Unit, and all internal installations in such Unit such as doors, refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit;
 - (c) All of the decorating within the Unit from time to time, including painting, wallpapering, paneling, floor coverings, draperies, window shades, curtains, lamps and other furnishings and interior decorating.
- 7.02 **Association's Right to Perform Exterior Work/Lien Rights.** In the event a Unit Owner fails to maintain, repair, or replace the portion of the Building within the delineated Unit, the Board, upon 30 days written notice, shall be deemed to have a right to access said Unit to perform the necessary work, and to have a lien upon said Unit for 110% of the costs thereof.
- 7.03 **Joint Facilities.** To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit owners shall be subject to the rules and regulations of the Board.
- 7.04 **Alterations, Additions and Improvements.** No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board.

ARTICLE 8

COVENANT FOR ASSESSMENTS

- 8.01 **Creation of the Lien and Personal Obligation for Assessments.** Each Owner of a Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Unit owned by such Owner, all assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and continuing lien upon the Unit against which such assessment is made. Each such assessment, together with such interest and cost, shall also be the continuing personal obligation of the person who was the Owner of such Unit as the time when such assessment fell due.
- 8.02 **Purpose of Assessments.** The Assessments levied by the Association shall be used for the purpose of promoting the health, safety and welfare of the members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Elements and the improvement thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Elements and all facilities and improvements thereon, for certain maintenance, repair and replacement of portions of the Elements and the exterior surfaces of certain improvements thereon, and for otherwise carrying out the duties and the obligations of the Board and the Association as stated herein.
- 8.03 **Assessment Procedure – Annual Assessments.**
- (a) Each year on or before December 1, the Board shall prepare a budget for the Association for the next calendar year which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements or the Common Elements and shall also include a reserve for repairs and replacement of those portions of the Units for which the Association is responsible, on and for such other contingencies as the Board may deem proper,

and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before the next January 1, following the preparation of the budget, and on the first day of each and every month for the next twelve (12) months, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board, or as it may direct, one/twelfth (1/12) of the assessment made pursuant to this paragraph. On or before May 1 of each year following the initial meeting, the Board shall supply to all Owners an Itemized accounting, on an accrued or cash basis, of expenses for the preceding calendar year, together with a tabulation of the assessments and showing net excess or deficit, on an accrued or cash basis, of income over the sum of expenses plus reserves. Any such excess may, at the discretion of the Board, be retained by the Association and may be placed in the capital reserve account or kept in the maintenance account.

(b) If said annual assessments prove inadequate for any reason, including non-payment of any Owner's assessment, the Board may charge the deficiency against existing reserves, or may levy a further assessment on all Owners by a statement in writing showing the amount due and reason therefore, and such further assessment shall become effective with the monthly installment which is next due more than ten (*10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.

(c) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserve, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate the Owner shall continue to pay his or her monthly installment at the then existing rate established for the previous period until the monthly installment which is next due more than ten (10) days after such new annual or adjusted assessment shall have been mailed or delivered.

(d) When the Board elected by the members on the Turnover Date takes office, it may, at its option, (1) continue the then current assessments for the balance of the then current calendar year, or (2) revise the budget and establish new assessments for the period commencing thirty (30) days after said election and ending on the next December 31 following the election. In such event, the new monthly assessments shall be levied against all Units subject to assessments during said period as provided in Paragraph 8.01 hereof.

8.04 **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Common Elements and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-Laws, any such assessments which in one (1) year exceed \$1,000.00 in the aggregate shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by members at a general or special meeting duly called for the purpose or, in lieu of such members meeting, by an instrument signed by the members owning two-thirds (2/3) of the Units. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied.

8.05 **Capital Reserves.** The Board shall accumulate and maintain a reasonable reserve for contingencies and replacements. To determine the amount of reserves appropriate for the Association, the Board must take into consideration the repair and replacement cost and the estimated useful life of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and common expenses, and energy systems and equipment.

The amount designated as a Capital Reserve shall be segregated and maintained by the Association in a special Capital Reserve Amount to be used solely for making repairs and replacement to the common elements, to those portions of the Units and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration. Extraordinary or other expenditures not included in the annual budget, which may become necessary during the year shall be charged first against such reserve.

8.06 **Notice and Quorum** Written notice of any meeting called for the purpose of authorizing special assessments which requires approval of the members shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of voting members in person or by proxy having fifty percent (50%) of the votes entitled to be cast shall constitute a quorum. If the required quorum is not

present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

- 8.07 **Uniform Assessments.** Both annual and special assessments shall be uniformly assessed.
- 8.08 **Commencement of Annual Assessments.** Annual assessments with respect to a Unit shall commence upon conveyance of the Unit by Declarant. No assessment shall be levied against any Unit prior to conveyance by Declarant unless Declarant leases said Unit.
- 8.09 **Collection of Assessments.** Any installment of an assessment, which is not paid when due, shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law. The Board may determine a late charge not to exceed Fifty Dollars (\$50.00) per month for all delinquent assessments. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs, and reasonable attorney's fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorney's fees as above provided, shall be and become a lien or charge against the delinquent Owner's Unit when payable and may be foreclosed by an action brought in the name of the Association. To the extent permitted by statute, the Board may bring an action in Forcible Entry and Detainer to collect any delinquent assessments or pursue other civil litigation as permitted by law.
- 8.10 **No Waiver of Liability.** No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Elements or abandonment of his or her Unit. Any claim by an Owner against the Association shall be by separate action and shall not be used as a defense or counterclaim to any action by the Association to collect assessments.
- 8.11 **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Unit by a bona fide lender.

The Purchaser of a Unit at a judicial foreclosure sale, or a mortgagee who receives title to a Unit by deed in lieu of foreclosure, or judgment by common law strict foreclosure or otherwise takes possession pursuant to a court order under the Illinois Mortgage Foreclosure Law, shall have the duty to pay the Unit a proportionate share of the Common Expenses for the Unit assessed from and after the first date of the month after the date of the judicial foreclosure sale, delivery of the deed in lieu of foreclosure, entry of a judgment in common law strict foreclosure, or taking of possession pursuant to such court order.

- 8.12 **Responsibility of Transferee for Unpaid Assessments.** In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President or Managing Agent of the Association, as the case may be, putting forth the amount of the unpaid assessments against the transferor due the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessments made by the Association against the transferor in excess of the amount set forth in said statement.

ARTICLE 9

RIGHTS OF FIRST MORTGAGEES

- 9.01 **Restrictions on Association.** In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provision herein to the contrary:

Unless at least fifty-one percent (51%) of the first mortgagees (based upon one vote for each first mortgage owned) of individual Units have given their prior written approval, the Association shall not be entitled to:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Unit Owners. The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a transfer;
- (b) Change the method of determining the obligation, assessments, dues, reserves for maintenance, repair and replacement of Common Elements, or other changes which may be levied against a Unit and Owner thereof as provided in Article 8, subject, however, to the provisions in Paragraph 9.05 hereof;
- (c) By act or omission waive, abandon, or materially change any rules or regulation or enforcement thereof pertaining to the architectural design or the exterior appearance of any Building or Unit, the exterior maintenance of any such Building or Unit, the maintenance of Common Elements, or the upkeep of law, plantings, and other improvements on the Property;
- (d) Fail to maintain fire and extended coverage insurance on the insurable improvements to the Common Elements in an amount not less than one hundred percent (100%) of the insurable replacement cost;
- (e) Use hazard insurance proceeds for losses to any improvements to the Common Elements for other than the repair, replacement, or reconstruction of such improvements;
- (f) Change the responsibility for maintenance and repairs of the Common Elements and/or Units thereof as provided in this Declaration;
- (g) Change to self-management when professional management had been required previously by an eligible mortgage holder;
- (h) Change the interest in the Common Elements or rights to their use;
- (i) Change the boundaries of any Unit;
- (j) Change the voting rights of any member of the Association;
- (k) Impose any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (l) By act or omission, seek to terminate the legal status of the Association after substantial destruction or condemnation.

9.02 **Examination of Association Books.** First Mortgagees shall have the right to examine the books and records of the Association at reasonable times during normal business hours.

9.03 **Payment of Delinquent Taxes or Insurance.** First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Elements and First Mortgagees making such payments shall be owed immediate reimbursement thereof from the Association upon written demand for same by said First Mortgagees.

9.04 **Notice of Default.** Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations hereunder or under the By-Laws or rules and regulations of the Association which is not cured within thirty (30) days.

9.05 **Amendment of Article.** This Article 9 may be amended only with the written consent of seventy-five percent (75%) of the First Mortgagees (based upon one vote for each first mortgage owned).

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be occupied and used as follows:

- 10.01 **Residential Use Only.** No part of the Property shall be used for other than housing, parking, and related common purposes for which the Property was designed. Each Unit shall be used as a residence for a single family and for no other purposes. The garages shall be used for parking automobiles, motorcycles, and other motor vehicles and for storage, and for no other purposes, subject to such reasonable rules and regulations as may be adopted by the board.
- 10.02 **Outdoor Parking Areas.** The outdoor parking areas and driveways shall be used only for parking operating passenger automobiles and/or pickup trucks, $\frac{3}{4}$ tons and under only, and not for trucks of any kind larger than $\frac{3}{4}$ ton, subject to such rules and regulations as the Board may prescribe. Every Owner, occupant and other person shall be responsible for any loss or damage thereto, whether or not due to the negligence of the Board and/or the Association.
- 10.03 **Hazardous Use or Waste.** No Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will increase the rate charges for or cause the cancellation of insurance carried by the Association on the Common Elements improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed in the Common Elements.
- 10.04 **Window Coverings.** The coverings of windows and other glass surfaces, whether by shades, draperies, or other items visible from the exterior on any dwelling, shall be subject to the rules and regulations of the Board.
- 10.05 **Pets.** No animals of any kind shall be raised, bred, or kept in any Unit except that dogs, cats, or other household pets may be kept, subject to rules and regulations adopted by the Board, provided they are not kept, bred, or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbances shall be permanently removed from the property upon ten (10) days' written notice from the Board. The Board reserves the right to limit the number of domestic pets which may be housed in a single unit.
- 10.06 **Nuisances.** No noxious or offensive activity shall be conducted in any Unit or in the Common Elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Owners or occupants.
- 10.07 **No Conduct of Business.** No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation, or otherwise, shall be conducted, maintained, or permitted in any Unit, other than home occupations as defined in the ordinances of the Village of Streamwood, except with written consent of the Board. Such written consent shall not be effective for more than one (1) years.
- 10.08 **Prohibited Signs and Exterior Display.**
- (a) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained permitted on any part of the property except at such locations and in such form as shall be determined by the Board. Notwithstanding the foregoing, the right is reserved by the Developer or its agents to place and maintain on the Common Elements or any Unit it owns, as long as Developer is engaged in sales or leasing activities in connection with the property, sales models, a sales or leasing office, advertising signs or banners, and lighting in connection therewith, at such locations and in such forms as the Developer shall determine. There is also reserved to the Developer, its agents and prospective purchasers and lessees, the right of ingress and egress in and through the Common Elements and to park in the outdoor parking areas, or incident to such sales or leasing purposes and during construction by the Developer, the right of ingress and egress in and through the Common Elements in connection with such construction. The provisions of the paragraph shall inure to the benefit of any assignee of the Developer.
- (b) Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Buildings, and no sign, awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or roofs or any part thereof, without the prior consent of the Board.

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- 10.09 **Obstruction of Common Elements.** There shall be no obstruction in the driveways or roadways or other portions of the Common Elements nor shall ready access to a garage or entrance to a Unit be obstructed or impeded in any manner.
- 10.10 **Alteration of Common Elements.** Except as constructed or altered by or with the permission of the Developer, nothing shall be altered in or removed from the Common Elements except upon the written consent of the Board. Specifically, no planting or landscaping may be done by an Owner without prior written consent of the Board.
- 10.11 **Impairment of Structural Integrity of Building.** Nothing shall be done in any Unit, or in, on, or to the Common Elements, which will impair the structural integrity of any Building, or which would structurally change the Building except as is otherwise provided herein. No Unit owner shall overload the electric wiring in any Building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

ARTICLE 11**ARCHITECTURAL CONTROL**

- 11.01 **General Review and Approval.** No building, shed, fence, wall or roof antenna, awning, or other structure shall be commenced, erected, or maintained upon the Property or upon any Unit, or the Common Elements, nor shall any exterior addition to or change or alteration therein be made, except such as are erected or approved by the Developer, or subsequently erected or approved by the Board.
- 11.02 **Television or Radio Antenna.** Notwithstanding the provisions of the paragraph immediately preceding, no outdoor television or radio antenna shall be affixed to or placed upon the exterior walls or roof of a Unit or upon any other exterior portion of a Unit, or on any portion of the Common Elements.

ARTICLE 12**LEASE OF UNITS**

Any lease agreement between an Owner and a Lessee shall be in writing and shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration and the rules and regulations of the Association, and that failure by the lessee to comply with terms of such documents, rules and regulations shall be a default under the lease. Notwithstanding, no lease is to be less than one (1) year. Other than the foregoing, there is no restriction on the right of any Owner, including Declarant or Developer, to lease any Unit it owns.

ARTICLE 13**DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS**

- 13.01 **Insurance:**
- (a) **Sufficient Insurance:** In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repairs, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within thirty (30) days after said damage or destruction, the Unit Owners elect either to sell the Property as hereinafter provided in Article 14 or to withdraw the Property from the provisions of this Declaration, then such repairs, restoration, or reconstruction shall not be undertaken.

(b) **Insufficient Insurance:** In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration, or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provisions for reconstruction of the improvements within one hundred eighty (180) days after said damage or destruction, then the Association shall make a special assessment to defray said expenses.

13.02 **Substantial Restoration.** Repair, restoration, or reconstruction of the improvements, as used in this Article 13, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE 14

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS, AND REGULATIONS

14.01 **Abatement and Enjoinment.** The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights as set forth in the next succeeding section:

(a) to enter upon the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass or conversion of or damage to property; or

(b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and assessed against the defaulting Owner, and shall be added to and be deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of his or her cumulative and may be exercised at any time and from time to time by the Board.

ARTICLE 15

GENERAL PROVISIONS

15.01 **Management and Other Contracts.** The Developer hereby reserves the right, from time to time, for and on behalf of the Association, to engage a manager for the Association and its property during all or any portion of the period Developer has the right to appoint directors as provided in Paragraph 2.04. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management agreement shall be terminable by either party without cause upon thirty (30) days written notice, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods. Any other contract providing for services by the Developer must provide for termination on ninety (90) days written notice and be for a maximum contract term of three (3) years.

15.02 **Village of Streamwood Authority.**

(a) The Village of Streamwood, a municipal corporation of the State of Illinois, shall have the right, but not the obligation, to enforce covenants or obligations of the Association or the owners of the Units as defined and provided within the Declaration of Condominium Ownership, and further shall have the right, upon 30 days prior written notice specifying the

nature of a default, to enter upon common open spaces or Common Elements and cure such default, or cause the same to be cured at the cost and expense of the Association or the Owner or Owners thereof. The Village shall also have the right to charge or place a lien upon the property of the Association for the repayment of such costs and expenses, including reasonable attorneys' fees in enforcing such obligations. This provision may not be amended without the approval of the Village of Streamwood.

(b) Police, fire, public works, health and other authorized municipal officers of the Village of Streamwood, Illinois, shall have reasonable ingress and egress to the Property for performance of official duties. It is further declared that the provisions of the traffic, ordinances and regulations of the Village of Streamwood, Illinois, shall apply to the Property and all the residents therein.

- 15.03 **Severability.** Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.
- 15.04 **Notices.** Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, all as shown on the records of the Association at the time of such mailing.
- 15.05 **Binding Effect.** The easements created by this Declaration shall be of perpetual duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Unit subject to this Declaration as recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of not less than seventy-five (75%) percent of the Units have been recorded, agreeing to amend said covenants and restrictions in whole or in part.
- 15.06 **Successors and Predecessors of Declarant or Developer.** No party exercising rights as Declarant or Developer hereunder shall have or incur any liability for the acts of any other party, which previously exercised or subsequently shall exercise such rights.

IN WITNESS WHEREOF, the said COLONIAL ENTERPRISES, INC., an Illinois corporation, has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, on the day and year first above written.

COLONIAL ENTERPRISES, INC., an Illinois Corporation

By [Signature]
Robert W. Kling, Jr., Vice President

Attest [Signature]
Robert W. Smith, Secretary



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Robert W. Kling, Jr., personally known to me to be the Vice President of COLONIAL ENTERPRISES, INC., an Illinois Corporation, and Robert W. Smith, personally known to me to be the Secretary 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 Vice 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 the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of MAY, 1999.



Teresa A. Hughes

Notary Public

This Instrument Prepared By:

Robert W. Smith
ZIMMERMAN, SMITH, KOSTELNY & CRADDOCK
162 East Chicago Street
Elgin, Illinois 60120

Return to Same:

Robert W. Smith
ZIMMERMAN, SMITH, KOSTELNY & CRADDOCK
162 East Chicago Street
Elgin, Illinois 60120

LEGAL DESCRIPTION

THAT PART OF LOT 1 OF HAMPTON OAKS, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE NORTH 61 DEGREES 35 MINUTES 44 SECONDS WEST, 52.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT; THENCE SOUTH 28 DEGREES 24 MINUTES 16 SECONDS WEST, 31.00 FEET FOR THE PLACE OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID LOT, 26.00 FEET; THENCE SOUTH 28 DEGREES 24 MINUTES 16 SECONDS WEST ALONG SAID WESTERLY LINE 26.00 FEET; THENCE SOUTH 61 DEGREES 35 MINUTES 44 SECONDS EAST 52.00 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE NORTH 28 DEGREES 24 MINUTES 16 SECONDS EAST, ALONG SAID EASTERLY LINE 26.00 FEET; THENCE NORTH 61 DEGREES 35 MINUTES 44 SECONDS WEST 52.00 FEET TO THE PLACE OF BEGINNING, IN THE VILLAGE OF STREAMWOOD, COOK COUNTY, ILLINOIS.

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