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Cook County Recorder 29.50



THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN  
TO:

MICHELLE D. KANE, ESQ.  
Rudnick & Wolfe  
203 North LaSalle Street  
Chicago, Illinois 60601

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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RECIPROCAL RIGHTS AND EASEMENTS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RECIPROCAL RIGHTS AND EASEMENTS ("Amendment") is made as of  
this 12<sup>th</sup> day of May, 1999 by WINDY POINT OF SCHAUMBURG LLC, a Delaware limited  
liability company ("Declarant").

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**RECITALS:**

A. Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions, Restrictions, Reciprocal Rights and Easements dated as of February 8, 1999 and recorded with the Cook County Recorder's Office on February 9, 1999 as Document No. R99137489 (the "Declaration"). The Declaration covers the property described on Exhibit A attached hereto and made a part hereof (the "Property"), fee title to which is owned by Declarant.

B. Declarant desires to amend the Declaration in the manner set forth in this Amendment.

**NOW, THEREFORE,** the Declarant does hereby declare that the Declaration shall be amended as hereinafter set forth:

1. **Incorporation of Recitals; Certain Defined Terms.** The Recitals set forth above are incorporated herein and made a part of this Amendment. Capitalized terms that are used in this Amendment and not otherwise defined herein shall have the respective meanings ascribed to such term in the Declaration.

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2. **Parking Easement.** Section 10.01(b) of the Declaration is hereby deleted and replaced with the following:

**Parking Easement.** An easement over, upon and across those portions of the Property which are now or hereafter may be improved as uncovered surface parking spaces, for parking automobiles, motor cycles, bicycles or other vehicles, subject to Section 4.02; provided, however, each Owner may, in its sole discretion, designate a reasonable number of parking spaces (as reasonably determined by the Association) on such Owner's Lot for the exclusive use of the Occupants of such Owner's Lot; and provided further that, except as otherwise expressly provided pursuant to a recorded instrument executed by Declarant and the applicable Owner, and approved by the Village as a condition to the occupancy of any Building or other Improvements on a Lot (other than Lot 6), the Owner of such Lot shall construct and at all times thereafter maintain upon such Lot no fewer parking spaces than would be required on such Lot under the Zoning Ordinances, without regard to the benefit of the cross-parking easement granted herein. Except as provided in the immediately preceding sentence, with respect to the designation of certain parking spaces for exclusive use by the Occupants of a given Lot, all uncovered surface parking spaces at the Property shall be available on a first come, first serve, unreserved basis to every Owner and the invitees, tenants, licensees and occupants of the Property."

3. **Miscellaneous.**

(a) The following is added as a new Section 11.02(d) of the Declaration.

"(d) Further, notwithstanding the foregoing provisions of this Section 11.02, Declarant may cause or permit a resubdivision of any Lot or Lots owned by Declarant without the consent of any other Owners (with the effect of moving the boundary line between Lots, combining Lots and/or creating additional Lots) and, in connection therewith, Declarant shall have the right to adjust the proportionate share for such Lot or Lots set forth in Section 7.03, provided that the Declarant shall not adjust the proportionate share for any Lot not owned by Declarant without the prior written consent of the Owner of said Lot and provided further that the sum total of the proportionate shares allocated to all of the Lots under Section 7.03 shall equal one hundred percent (100%)."

(b) The reference to "Section 7.04" in the second to last line of Section 7.03 is incorrect and should read "Section 7.03." Therefore, such reference to "Section 7.04" is hereby deleted and replaced with "Section 7.03."

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4. **Mortgage Protections**. Notwithstanding anything to the contrary contained in this Declaration, neither Declarant nor the Association shall commence an action to foreclose any liens arising hereunder without having first given at least fifteen (15) days prior written notice to a defaulting Owner and its Mortgagee of the matters given rise to a breach of this Declaration. Further, if a Mortgagee shall have served on the Declarant or the Association, by personal delivery or by registered mail, return receipt requested, a written notice specifying the name and address of such Mortgagee, such Mortgagee shall be given a copy of each and every notice required to be given by one part to the others at the same time as may be given to other parties at the address last furnished by such Mortgagee. After receipt of such notice from a Mortgagee, no notice thereafter given shall be deemed to be effective unless and until a copy thereof shall have been served upon such Mortgagee. A Mortgagee shall have the right to cure a default under this Declaration by the Owner of the Lot mortgaged to such Mortgagee with time periods, if any, concurrent with those provided herein.

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5. **Effect of Amendment.** This Amendment modifies and amends the Declaration and the terms and provisions hereof shall supercede any contrary or conflicting terms set forth in the Declaration. The Declaration, as hereby amended, remains in full force and effect.

**IN WITNESS WHEREOF**, Declarant has executed this Amendment as of the date and year first above written.

**DECLARANT:**

**WINDY POINT OF SCHAUMBURG LLC**, a  
Delaware limited liability company

By: **FRC Windy Point L.L.C.**, an Illinois  
limited liability company, its manager

By:   
Name: Steven D. Fifield, Manager

Property of Cook County Clerk's Office

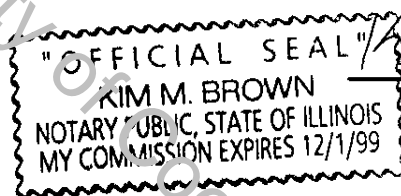
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STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF COOK )

The undersigned, a Notary Public, in and for said county, in the state aforesaid, DO HEREBY CERTIFY that Steven D. Fifield, Manager of FRC Windy Point L.L.C., an Illinois limited liability company, which is Manager of Windy Point of Schaumburg LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12<sup>th</sup> day of May, 1999.



*Kim M. Brown*  
\_\_\_\_\_  
Notary Public

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## EXHIBIT A

### Legal Description

That part of Section 12, Township 41 North, Range 10 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the center of said Section 12; thence North 89 degrees 57 minutes 41 seconds East along the East-West centerline of said Section 12 a distance of 819.02 feet to the point of beginning; thence South 12 degrees 46 minutes 51 seconds West 571.11 feet to the Northerly line of McConnor Parkway, dedicated for public street per document 87579086; thence Westerly along said Northerly line of McConnor Parkway, said line being a curve, concave to the South, having a radius of 1100.00 feet, an arc distance of 727.83 feet to a point of tangency, the chord of said arc having a length of 714.63 feet and a bearing of North 88 degrees 33 minutes 58 seconds West; thence South 72 degrees 28 minutes 43 seconds West along said Northerly line 200.00 feet to a point of curvature; thence continuing Westerly along said Northerly line, said line being a curve, concave to the North, having a radius of 550.00 feet, an arc distance of 363.39 feet to a point of tangency, the chord of said arc having a length of 356.82 feet, and a bearing of North 88 degrees 35 minutes 36 seconds West; thence North 69 degrees 40 minutes 02 seconds West along said Northerly line 96.48 feet; thence North 58 degrees 21 minutes, 25 seconds West along said Northerly line 112.18 feet; thence Westerly along said Northerly line, said line being a curve, concave to the South, having a radius of 1981.86 feet, an arc distance of 443.49 feet, the chord of said arc having a length of 442.57 feet and a bearing of North 76 degrees 04 minutes 32 seconds West; thence North 52 degrees 54 minutes 12 seconds West along said Northerly line 30.00 feet to the East line of Meacham Road; thence Northerly along said East line of Meacham Road, per document 88501280, the following five courses: North 03 degrees 21 minutes 48 seconds East 241.23 feet; South 87 degrees 12 minutes 56 seconds East 15.00 feet; North 05 degrees 09 minutes 05 seconds East 367.47 feet; North 86 degrees 07 minutes 43 seconds West 25.00 feet; North 03 degrees 58 minutes 17 seconds East 185.89 feet to the Southerly line of the Northern Illinois Gas Company right of way aforesaid; thence South 80 degrees 50 minutes 18 seconds East along said Southerly line 1596.75 feet; thence South 09 degrees 09 minutes 42 seconds West along said Southerly line 25.00 feet; thence South 80 degrees 50 minutes 18 seconds East along said Southerly line 427.13 feet; thence South 12 degrees 46 minutes 51 seconds West 74.61 feet to the place of beginning in Cook County, Illinois.

**Property Address:** 34.99413 acres of vacant land located on the Northeast corner of Meacham Road and McConnor Parkway, Schaumburg, Illinois

**Permanent Index Numbers:** 07-12-400-036  
07-12-400-037

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