

# **THE OAKS IMPROVEMENT ASSOCIATION**

**3000 Club Tree Drive**

**Streamwood, Illinois 60107**

**(630) 837-8160**

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**May 9, 1966**

**THE FOLLOWING IS A RE-TYPED VERSION OF THE ORIGINAL DECLARATION OF THE OAKS IMPROVEMENT ASSOCIATION. THE DECLARATION HAS BEEN RE-TYPED SOLELY TO PROVIDE A LEGIBLE COPY OF THE DECLARATION FOR DISTRIBUTION TO HOMEOWNERS AND OTHER INTERESTED PARTIES. NO CHANGES, DELETIONS OR MODIFICATIONS HAVE BEEN MADE TO THE ORIGINAL TEXT. THE ORIGINAL OF THIS DECLARATION WAS RECORDED WITH THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 19821584. THIS PAGE IS A COVER PAGE AND IS NOT TO BE CONSIDERED AS PART OF THE DECLARATION.**

Declaration  
of Covenants, Conditions and Restriction  
THE OAKS PLANNED UNIT  
DEVELOPMENT

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THIS DECLARATION, made on the date hereinafter set forth by the La Salle National Bank as Trustee under Trust Agreement dated July 8, 1965, and known as Trust

Number 33869 (hereinafter referred to as "Declarant"),

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the Village of Streamwood, County of Cook, State of Illinois, which is legally described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "original parcel"),

WHEREAS, plats of subdivision of The Oaks Unit No. 1 and The Oaks Unit No. 2 were filed as documents numbered 19801128 and 19801129 respectively with the Recorder of Deeds of Cook County, Illinois, encompassing all of the original parcel,

AND WHEREAS, Declarant will convey the said properties in the original parcel subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the original parcel shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of such real property, the easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the original parcel or any part thereof, and shall inure to the benefit of each owner thereof.

## ARTICLE I

Section 1. Association shall mean and refer to THE OAKS IMPROVEMENT ASSOCIATION, an Illinois not for profit corporation, its successors and assigns.

Section 2. “Properties” shall mean and refer to the original parcel, and such other additions as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. “Member” shall mean and refer to every person or entity which holds membership in the Association.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. “Declarant” shall mean and refer to the La Salle National Bank as Trustee under Trust Agreement dated July 8, 1965, and known as Trust No. 33869.

## ARTICLE II

### Annexation of Additional Properties

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their writ int int int int int int int thereat.

Section 2. If within four (4) years of the date of incorporation of the Association, the Declarant should develop the additional lands described in Exhibit B attached hereto and incorporated herein, such additional lands may be annexed to said Properties without the assent of the Class A members, provided however, the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration prior to such development. If the Federal Housing Administration determines that such detailed plans are not in harmony with the general plan of the original parcel and said agency so advises the Association and the Declarant, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be on-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

## ARTICLE III

### Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

## ARTICLE IV

### Voting Rights

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership  
equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1969.

## ARTICLE V

### Property Rights

Section 1. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area:
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common area and facilities and in aid thereof to mortgage said property, and the right of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance; and
- (f) The right of the individual members to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association shall permanently assign two vehicular parking spaces for each dwelling.

## ARTICLE VI

### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two years and at the end of each such period of two years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of

which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under the General Not For Profit Corporation Act of the State of Illinois.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose in writing.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Section 3 and 4. At the first meeting called, as provided in section 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in section 3 and 4, and the required quorum at any such 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.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified

Lot have been paid, A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven (7%) percent per annum, and the Association may bring an action a law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Units. In order that those units upon which towne houses are constructed and conveyed by Declarant or its Agents may with reasonable promptness receive the benefits of maintenance by the Association for the enjoyment of the residents therein, and also be subject to assessments therefor, and so as not to discourage the Declarant from voting for such assessments at such times as the Declarant may still own a substantial number of units in the subdivision upon which there may be no construction at all or where there may be construction in progress with no occupants residing thereon, and the assessments for which units would impose a burden on the Declarant without the Declarant requiring, designing, or receiving the benefits of such maintenance items upon such units such as landscaping, snow removal, trash pickup and exterior maintenance for such units, as well as other items, it is therefore expressly provided that each of the first four hundred thirty-five units in the subdivision, prior to the time a towne house in constructed thereof and conveyed by the Declarant, shall be exempted from the assessments, charges and liens created herein for any amounts in excess of Three and one-half (\$3.50) Dollars per month for any such unconveyed unit until the time of conveyance of such unit and the Declarant shall pay not more than said Three and one-half (\$3.50) Dollars for each of said four hundred thirty-five units until its conveyance, anything in these covenants and restrictions to the contrary notwithstanding. It is further provided that after the conveyance of said first four hundred thirty-five units, any additional units in the subdivision, prior to the time a towne house is constructed thereon and conveyed by the Declarant, shall be exempted from the assessments, charges and liens created herein except for each of said additional unit's proportionate share with all units in the subdivision of the cost of maintaining any additional recreational facilities constructed in the subdivision by the Declarant after the date of recordation of these covenants and restrictions.

It is understood that upon the conveyance of a unit which was theretofore entitled to one of the above exemptions, such unit shall have no further exemption and shall be subject to the full amount of the assessments as elsewhere set forth in the Article VI. Prior to such conveyance by the Declarant of units in the subdivision upon which construction of townhouses has been completed and for which certificates of occupancy have been issued, but which units are not yet sold and conveyed, the Declarant shall be responsible for the maintenance of such units in a manner typical of the average maintenance of the units in the subdivision.

The following additional property subject to this Declaration shall be exempt from the assessments created herein.

(a) All properties dedicated to and accepted by a local public authority;

(b) The Common Area; and,

(c) All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Illinois. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VII

### Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a large contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VIII

### Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE IX

### Exterior Maintenance

In addition to maintenance upon the Common Areas, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

## ARTICLE X

### Building and Use Restrictions

Section 1. The subdivision is hereby restricted to residential dwellings, including townhouses and ancillary and accessory uses and buildings in connection therewith, including but not limited to community buildings. All buildings or structures erected in the subdivision shall be of new construction and no buildings or structures shall be removed from other locations to the subdivision and no subsequent buildings or structures other than townhouses shall be built on any unit where the Declarant has theretofore constructed a townhouse. No building or structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any unit at any time as a residence either temporarily or permanently.

Section 2. No animals, livestock, or poultry of any kind shall be raised bred, or kept on any unit except for dogs, cats, or other household pets for other than commercial purposes.

Section 3. Except that no more than one "For Rent" or "For Sale" sign of not more than five square feet may be maintained on any unit, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any unit, nor shall any unit be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the subdivision. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the subdivision except activities intended primarily to serve residents in the subdivision. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time.

As part of the overall program of development of the properties into a residential community and to encourage the marketing thereof the Declarant shall have the right of use of the common areas and facilities thereon, including any community buildings, without charge during the sales and construction period to aid in its marketing activities.

Section 4. All clotheslines, equipment, garbage cans, service yards, woodpiles, and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring units and streets. All rubbish, trash, and garbage shall be regularly removed from the subdivision and shall not be allowed to accumulate thereon.

Section 5. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on property within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained a sufficient height to prevent obstruction of such sight lines.

## ARTICLE XI

### Utilities Easements

The Illinois Bell Telephone Company, The Commonwealth Edison Company, The Northern Illinois Gas Company, The Sewer and Water Department of The Village of Streamwood and all other public utilities serving the Properties are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other equipment into and through the Common Area for the purpose of providing the Lots and Common Area with utilities service provided that all such services shall be placed underground and further provided that no easement extends to any area either now or hereafter improved with a permanent structure so long as such improvement shall have been made prior in time to the location of said conduits, cables, pipes, mains, ducts, wires and other equipment on said improvement site.

## ARTICLE XII

### General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. 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 Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (2) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. FHA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Authority: Annexation of additional properties pursuant to Article II, dedication of Common Area, and amendments of this Declaration of Covenants, Conditions and Restrictions.

This instrument is executed by La Salle National Bank, not personally but solely as trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by La Salle national Bank are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against La Salle National Bank by reason of any of the terms, conditions, stipulations, covenants and/or statements contained in this instrument.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of May, 1966.

LA SALLE NATIONAL BANK as Trustee

as aforesaid.

By /S/ G.B. Maxwell

Assistant Vice President

(SEAL)

/S/ John P. Reynolds

ASSISTANT Secretary

19 821 584

STATE OF ILLINOIS )

) SS:

COUNTY OF COOK )

I, MARGUERITE R. VALIOUS a Notary Public in and for said County, in the State aforesaid, do hereby certify that G.B. MAXWELL, Assistant Vice-President of LA SALLE NATIONAL BANK, and JOHN P. REYNOLDS, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of May, A.D., 1966.

(CORPORATE SEAL AFFIXED)

/S/ Marguerite R. Valious

Notary Public

My Commission Expired May 7, 1967

The Southwest quarter of the Southwest quarter of Section 26 Township 41 North, Range 9, East of the Third Principal Meridian (except that part lying Southerly of the center line of United States Route 20; also except that part thereof described as follows: Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 26, thence Northerly along the East line of the Southwest quarter of the Southwest quarter a distance of 28.7 feet to a point on the center line of United States Route 20, for the place of beginning, thence continuing Northerly along the East line of the Southwest quarter of the Southwest quarter, a distance of 331.41 feet thence Westerly at right angles to the last described course, a distance of 286.56 feet, thence Southerly parallel with the East line of the Southwest quarter of the Southwest quarter a distance of 242.61 feet to the center line of United States Route 20, thence Southeasterly along said center line, a distance of 300.0 feet to the place of beginning), in Cook County, Illinois.

ALSO

Of the West 5 Acres (except the North .789 Acres thereof) of the North west quarter of the Southwest quarter of Section 26, Township 41 North, Range 9, East of the Third Principal Meridian and the 13.65 Acres lying East of the center line of the road (except the North 1.202 Acres thereof) of the East 24 Acres of the Northeast quarter of the Southeast quarter of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian excepting therefrom that part, if any, falling North of the following described line: Commencing at the Northeast corner of the Southeast quarter of said Section 27, running thence North 89 degrees, 44 minutes East 167 feet, thence South 1 degree, 43 minutes West 211 feet for a place of beginning, thence South 89 degrees, 41 minutes West 467.9 feet to a point in the center line of the highway, all in Cook County, Illinois

Exhibit "A"

Of that part of the South half of the South East quarter of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian, lying East of the West line of the East 16 Acres of the Southwest quarter of the South East quarter of said Section (except) that part thereof described as the East 9 1/2 Acres of the South East quarter of the South East quarter of Section 27, aforesaid lying South of the center line of State Road; also except that part thereof described as follows: Commencing at the North West corner of the South West quarter of said South East quarter, thence Easterly along the North line of the South West quarter of said South East quarter, a distance of 794.83 feet to the West line of the East 16 Acres of the South West quarter of the South East quarter of said Section 27 for a point of beginning thence continuing Easterly along the North line of the South West quarter of said South East quarter a distance of 647.12 feet to a point 396.54 feet East of the center line of Lake Street as formerly located, thence Southerly along a line that forms an angle 88 degrees, 34 minutes to the right with the prolongation of the last described course, a distance of 389.73 feet to the center line of United States Route 20; thence North Westerly along the center line of United States Route 20, a distance of 698.98 feet to the West line of said East 16 Acres, thence Northerly along the West line of said East 16 Acres a distance of 162.48 feet to the point of beginning in Cook County, Illinois.

ALSO

That part of the Southeast quarter of the Southwest quarter of Section 26, Township 41 North, Range 9, East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 26, thence Northerly along the East line of the southwest quarter of the Southwest quarter a distance of 28.7 feet to a point on the center line of the United States Route 20, for a place of beginning, thence continuing Northerly along the East line of the Southwest quarter of the Southwest quarter, a distance of 331.41 feet thence Westerly at right angles to the last described course a distance of 286.56 feet, thence Southerly parallel with the East line of the Southwest quarter of the Southwest quarter a distance of 242.61 feet to the center line of United States Route 20, thence Southeasterly along said center line a distance of 300.0 feet to the place of beginning, in Cook County, Illinois.

Exhibit "B"