

Tom McGlade 847.624.2501

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Cc: Alex Sarelas  
Subject: RE: April Reporting

From: Alex Sarelas [mailto:alex@sarelas.net]  
Sent: Wednesday, May 11, 2016 3:02 PM  
To: tommcglade@comcast.net; Michael Giordano  
Subject: FW: April Reporting

Michael and Tom,

I am passing along our April monthly reporting email and newsletter for your review. To reiterate the waterfall has been turned on and irrigation is now set to operate.

I also want to remind you of our discussions regarding irrigation. Both the Azhari and Petersen homes irrigation systems will not be maintained by Brickman this year they will need to find their own irrigation contractor to handle open, closing and repairs. While we have not removed them from the water supply yet, that may still be the best option for them so that they can use and control their own water. If they want to do that on their own we would not object. They need to be informed of this action so they can choose how they wish to proceed.

Alex 224.795.7736

Received document Excludes LOT 1 !!!!

1343 W. Windhill Dr.  
Saturday, May 21, 2016 10:32 AM  
Mark as Unread

**From:**

"Electronic Technology Inc" <az.eti@ameritech.net>

**To:**

alex@sarelas.net

**Cc:**

tommcglade@comcast.net

**Full Headers Printable View**

Dear Sirs;

I forwarded your letter of May 11, 2016 together with the **DECLARATION OF SPRINKLER EASEMENT AND USE** dated August 5, 1994 regarding the sprinkler system, to:

Azhari LLC  
Attention: Sami Azhari  
For their legal advice  
Thanks

Ziad Azhari  
ETI Inc.  
3601 Algonquin Road ,Suite 716  
Rolling Meadows , IL 60008  
Tel : 847-255-5600  
Fax : 847-255-5655

*Email sent to Alex on MAY 21, 2016*

94719777

**DECLARATION OF SPRINKLER EASEMENT AND USE**

This Declaration of is made as of the 5th day of August, 1994 by <sup>NBD BANK AS SUCCESSOR TRUSTEE IN</sup> ~~NBD~~ **TRUST COMPANY OF ILLINOIS**, as Trustee under Trust Agreement dated February 2, <sup>and not personally</sup> 1989 and known as Trust No. 4063-AH/("Trust") and **THE CLUBHOMES OF WINDHILL PROPERTY OWNER'S ASSOCIATION, INC.**, an Illinois not for profit corporation ("Association"). *af*

**RECTALS**

**WHEREAS**, the Trust is the legal Owner of:

Lot 43 in Windhill 2, being a subdivision of part of the NE 1/4 of the SW 1/4 and part of the SE 1/4 of the NW 1/4 of Section 28, Township 42 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded in the office of the Recorder of Deeds on May 22, 1990 as Document No. 90237733, all in Cook County, Illinois ("Property");

**WHEREAS**, Association is an Illinois Not for Profit corporation charged, among other matters, with the operation and maintenance of the Property;

**WHEREAS**, Association intends to acquire the Property from Trust and to thereafter own, operate and manage the Property in accordance with the Declaration of Covenants, Conditions and Restrictions for the ClubHomes of Windhill recorded as document 90612924 in the office of the Recorder of Deeds of Cook County, Illinois ("Declaration");

**WHEREAS**, located within the Property is a sprinkler system (Sprinkler") for the benefit of the Property;

**WHEREAS**, Lots 1 ("Lot 1"), Lot 56 ("Lot 56") and Lot 57 ("Lot 57") (collectively "Lots") in Windhill 1, being a subdivision of part of the Northeast 1/4 of the Southwest 1/4 and part of the Southeast 1/4 of the Northwest 1/4 of Section 28, Township 42 North, Range 10 East of the 3rd Principal Meridian, according to the Plat thereof recorded in the Office of the Recorder of Deeds on October 25, 1989 as document No. 89-506433 and Certificate of Correction thereof recorded March 5, 1991 as document R91-098493, all in Cook County, Illinois, require and the owners of the Lots have requested from the Trustee and the Association the use of the Sprinkler System located within the Property; and

**WHEREAS**, the Trust and the Association desire to grant to the owner of the Lots (individually "Lot Owner" and collectively "Lot Owners") the right of ingress, egress and access to the Property and the right to use the Sprinkler System.

**NOW THEREFORE**, In consideration of the foregoing and the mutual covenants hereinafter contained, the parties agree and it is hereby declared as follows:

**I. SPRINKLER EASEMENT AND USE**

A. The Trust and the Association hereby declare, grant and reserve unto and for the benefit of itself, the Developer and the Declarant (as such terms are defined in the Declaration) and grant to the Owners of Lot 1, Lot 56 and Lot 57, from time to time, the right to use, and connect to the existing Sprinkler System located in, upon or under the Property or otherwise used or maintained by the Association for the purpose of watering the lawn, trees, shrubbery and landscaping, in, on, upon or under Lot 1, Lot 56 and Lot 57. Each shall have the right of ingress, egress and access in, upon or under and through the Property and all other areas over which the Association's Sprinkler System runs, including any detention ponds, in order to connect to and otherwise use the

## **Sprinkler System.**

**B.** From and after the date of recording of this Declaration, the Association shall have the right to charge the owners of Lot 1, Lot 56 and Lot 57 reasonable charges for the maintenance of pumps and the sprinkler mains based on the maintenance cost over the last two preceding years, together with the replacement cost therefor considering the useful life of the system.

## **II. ASSOCIATION APPROVAL**

**A.** The Lot Owner desiring to connect to and use the Sprinkler System shall submit to the Association, for the Association's reasonable approval prior to installation or connection, the plans and specifications therefor. The Association shall review the same within thirty (30) business days of submittal and either accept or reject the same. If rejected, the plans and specifications shall be resubmitted until accepted by the Association or withdrawn by the Lot Owner. If the Association does not reject the same within the thirty (30) business day period after submittal or resubmittal, the same shall be deemed approved.

**B.** Upon approval of the plans and specifications by the Association, the Lot Owner shall, at the Lot Owner's expense, provide all the work, material and other matters for such connection and shall be responsible, at its expense, to obtain all permits and licenses required by any governmental authority exercising jurisdiction over the work. In addition, the Lot Owner shall furnish the Association a certificate of insurance, naming the Association as an additional insured, in form, substance and amounts acceptable to the Association insuring against loss or damage as shall be occasioned by the work, including personal injury, property damage and other matters as reasonably designated by the Association.

**C.** The Lot Owner shall be responsible for any and all damages caused

to the Association, the Property, the Pond or any other person or entity as shall be occasioned from the work or the activity of the Lot Owner and its agents, representatives and contractors. Each Lot Owner shall save, defend, indemnify, and hold harmless the Association, and each and every of their respective officers, directors and employees (the "Indemnified Parties") of and from all manner of claims, cause, causes of action, damages, costs, liabilities and expenses (including reasonably attorney fees) arising out of or connected with the work, including but not limited to personal injury, property damage, mechanics lien claims and all other contractual, legal or equitable claims. Each Lot Owner shall be responsible for and pay to the Association any costs and expenses incurred by the Association arising out of the work, the review of the plans and specifications or the enforcement of this instrument including, but not limited to, the fees and costs of engineers, architects, attorneys and other administrative and consulting costs and fees.

D. Each Lot Owner, at its expense, shall keep the Sprinkler System or the portion thereof to which it connects in good repair and condition and shall, at its expense, make all needed and necessary repairs as shall be determined by the Association. In the event that the Lot Owner fails or refuses to perform any such repairs or to otherwise maintain the Sprinkler System and all connections, pipes, conduits to which it is connected in good working order and condition and free from defects, or fails to make the payments set forth in Paragraph I(B), the Association may make such maintenance or repair or cause the same to be made and any costs incurred thereby shall be immediately paid by the Lot Owner and the Association shall have a fully enforceable lien upon each Lot Owner's Lot with respect to costs and expenses incurred or amounts due under Paragraph I(B); provided such lien shall be subordinate to the lien of the mortgage or trust deed of a mortgagee, trustee or other secured party with respect to the Lot.

**II. DURATION.**

This Declaration shall run with and bind title to the Property the Lots and shall be binding upon and inure to the benefit of all owners and mortgagees thereof and their respective heirs, executors, legal representatives, successors, and assigns.

**III. PERPETUITY.**

If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the Honorable William Clinton, President of the United States.

**IV. EXCULPATION**

The Trust's exculpation attached hereto is hereby incorporated and made a part hereof.

**WHEREFORE**, the undersigned have executed this instrument as of the date and year first written above.

NBD BANK AS SUCCESSOR TRUSTEE TO  
NBD Trust Company of Illinois as Trustee  
under Trust Agreement dated February 2, 1989 and known as Trust No. 4063-AH <sup>as</sup> and not personally

By: *Dorinda G. Sewell*

Its: TRUST OFFICER

HERETO AND MADE A PART HEREOF

**ATTEST:**

By: *Patricia A. Dunbar*  
Its: ASSISTANT TRUST OFFICER

**The Clubhomes of Windhill Property  
Owner's Association Inc.**

By: *Donald A. McIntyre*  
Its: President



State of Illinois )  
                          )       SS  
County of Cook    )

I, Joan Wilson, a Notary Public in and of said County, in the State aforesaid, DO HEREBY CERTIFY that Annette N. Brusca, the Trust Officer of **\*\*NBD TRUST COMPANY OF ILLINOIS**, and Patricia A. Dunleavy the Assistant Trust Officer, thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth, and the said Assistant Trust Officer did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

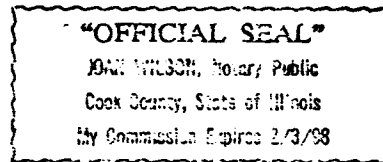
GIVEN under my hand and Notary Seal this 12th day of August, 1994.

Joan Wilson  
Notary Public  
My commission expires:

**\*\*NBD BANK, Successor Trustee to**

This document prepared by  
and after recording return to:

William M. Laytin  
Flamm, Teibloom & Laytin, Ltd.  
180 North LaSalle Street,  
Suite 1515  
Chicago, IL 60601



Property Address: Vacant Property, Roselle Road, Palatine, Illinois  
P.I.N.: 02-28-114-027

State of Illinois )  
                          )       SS  
County of Cook    )

I, Norma J. Krolack, a Notary Public in and of said County, in the State aforesaid, DO HEREBY CERTIFY that Donald A. Mitroff, the President of the Clubhomes of Windhill Property Owners Association, Inc., an Illinois not for profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President 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 Corporation, for the uses and purposes therein set forth, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth as authorized by the Board of Directors.

GIVEN under my hand and Notary Seal this 5<sup>th</sup> day of August, 1994.

Norma J. Krolack  
Notary Public  
My commission expires:

(Doc #/wml/WINDHILL/Sprinkler Easement.1 10 Aug 94 07:50 am)



This instrument is executed by NBD Bank, Successor Trustee to NBD Trust Company of Illinois, not individually but as trustee. All the covenants and conditions to be performed hereunder by NBD Bank, are undertaken by it as Trustee and not individually, and no personal or individual liability shall be asserted or enforceable against NBD Bank, by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

SEE TRUSTEE'S RIDER ATTACHED HI