

Final
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SANDY WEGMAN
RECORDER
KANE COUNTY, IL

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FOURTH ADDITION AND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
NEUMANN HOMES

Prepared by and return to:
RONALD O. ROESER
ROESER & VUCHA
920 Davis Road, Suite 100
Elgin, IL 60123
847/888-1820

**FOURTH ADDITION AND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS**

DECLARATION, made this 15th day of April, 2001, by **RONALD O. ROESER**, as Trustee under Trust Number 1998, dated May 20, 1998 (hereinafter referred to as **DECLARANT**).

WITNESSETH:

WHEREAS, Declarant is desirous of further establishing for the mutual benefit of all future owners of any part of the property governed hereby and certain rights, restrictions and obligations with respect to the use, conduct and maintenance thereof, and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants and any other persons hereafter acquiring any interest in said lands shall, at all times, enjoy the benefits of and shall hold their interest subject to rights, easements, privileges and restrictions, all of which are declared to be in furtherance of a plan to promote and protect the cooperative and aesthetic aspects of said lands and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof, and

WHEREAS, a Declaration of Covenants and Restrictions was made by the Trustee on July 19, 1994 and recorded on July 26, 1994 as document **94 K 058701**(the **DECLARATION**) which provides for addition of territory to be subject thereto, and

WHEREAS, the Third Amendment to the Declaration, recorded July 23, 1999 as document number 1999K72876 extended the period for amendment to July 1, 2004, and

WHEREAS, an Assignment of Power to amend and annex property to the Declaration was recorded July 23, 1999 as document number 1999K72885 vesting authority in these premises to Ronald O. Roeser, as Trustee under Trust No. 1998 dated May 20, 1998.

NOW THEREFORE, the Declarant hereby declares as follows:

1. The foregoing recitals and the Declaration are incorporated herein by reference.

2. All of that property described in Exhibit A, attached hereto and made part hereof is hereby submitted to the aforementioned Declaration, and all amendments thereto, and shall be so encumbered and governed, including all amendments thereto heretofore and hereafter made and provided.

3. The Declaration is amended and supplemented in the following respects:

ARTICLE II

2-4. The Association shall have the authority to and may obtain fire and all risk coverage insurance covering the improvements to the Common Areas and, based on current replacement cost for the full insurable replacement value, of any improvements thereto. The Association will not maintain fire and all risk coverage on any Lot or its improvements.

2-5. The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem

desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Lot Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Common Areas. The Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions within the scope of their respective authorities.

- 2-6. Fidelity bonds indemnifying the Association, the Board and the Lot Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association shall be obtained by the Association in such amounts as the Board shall deem desirable.
- 2-7. The premiums for any insurance obtained under this Article shall be considered a part of the maintenance expenses.
- 2-8. In the event the Common Areas shall suffer damage or destruction from any cause, the proceeds of any policy insuring against such loss or damage and payable by reason thereof shall be applied to cause such damage or destruction to be reconstructed, repaired, or restored unless the Board decides that such proceeds not be so applied.
- 2-9. The Association and each Lot Owner hereby waives and releases any and all claims which it or he may have against any Lot Owner, including relatives of any Lot Owner, the Association, its directors and officers, Declarant, the managing agent, if any, and their respective employees and agents, for damage to the residences, the Common Areas and to any personal property located in the residences or the Common Areas caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Board under Section

2-4 and 2-5 shall contain waivers of the insurer's rights to subrogation against any Lot Owner, relatives of a Lot Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents. This waiver shall not pertain to general liability claims.

- 2-10. In the case of a taking or condemnation by competent authority of any part of the Common Areas, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds shall, in the discretion of the Board, either (i) be applied to pay expenses authorized to be paid by the Board, (ii) be distributed to the Lot Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Lot Owners as Common Areas under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Common Areas hereunder shall not become effective unless and until a supplement to this Declaration which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and is recorded.

ARTICLE III

- 3-3. The Common Areas, as defined in Article 2 of the Declaration include drainage, retention and detention areas. The Homeowners' Association shall be responsible for the maintenance of all drainage, retention and detention areas shown on any recorded Plat of Subdivision, whether or not located upon the lot of another owner, and shall be maintained by the Association to the extent and in the manner as any other Common Area.
- 3-4. That portion of any right of way dedicated to the Village of Carpentersville and identified on the attached Exhibit C, which is a portion of the plat for the Springacres Hills development, shall for all purposes set forth in the Declaration be considered part of the Common Areas of the Association. The Association shall be responsible to insure and

maintain said right-of-way area until such time as it is either utilized by the Village of Carpentersville as a street, or the right-of-way area is conveyed to the Association as additional Common Areas of the Association.

ARTICLE IV

- 4-7. No property owned by the Declarant, its predecessor in interest, or that of any purchaser of property from Declarant or his predecessor in interest for the purpose of development and improvement for sale to third party purchasers of lots shall be subject to any assessments or fees to the Homeowners Association until sold to such third parties as ultimate single family lot owners.

ARTICLE V

- 5-9. All structures shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village. If and to the extent there is any conflict between this Declaration and the provisions of any ordinances, codes, rules and regulations of the Declaration, such conflict shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, code, rules and regulations of the Village.
- 5-10. No plants, seeds, or other things or conditions harboring or breeding infectious plan diseases or noxious insects shall be introduced or maintained upon any part of the Property.

ARTICLE VII

- 7-13. The Village of Carpentersville shall have the privilege to drain stormwater onto, in and over, stormwater management areas noted in the several plats of subdivision and the right, but not the duty or obligation, to keep such discharges clean and clear for such purposes.
- 7-14. All property subject to the Declaration and its amendments shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the limitations, restrictions, conditions, and

covenants contained in said Declaration, its amendments and these presents which shall be binding upon all parties having or acquiring any right, title, or interest in the described lands or any part thereof.

4. As it concerns the property described in Exhibit A, attached hereto, the following additional use restrictions shall apply:

- a. The Declarant or its assignees may maintain while engaged in construction and sales activities, in or upon such portions of the Property as Declarant or its assignees shall determine, such temporary facilities as in its sole discretion may be necessary or convenient including, but without limitation, offices, storage areas, model units, signs, temporary fencing, monuments, communication antennas and sales and construction trailers, or other items as otherwise provided for in this Declaration.
- b. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs and cats (not to exceed a total of four (4) such pets) or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
- c. If Declarant shall install a mailbox on a Lot or for use by a Lot Owner, the respective Lot Owner shall be responsible for maintaining, in good condition and repair, such mailbox and to replace, if necessary, said mailbox as approved by the Declarant or Association.
- d. Passenger vehicles shall be parked first in the garages and then in the driveways serving the units, provided that no vehicle shall be parked in such a manner that it blocks access to another Lot's driveway or garage. Overhead garage doors must be kept closed on a consistent basis. No part of any Lot shall be used for storage use, including storage of recreational vehicles or overnight parking of mobile homes, trailers, trucks, vans, buses, commercial vehicles, snowmobiles or boats except within the confines of a garage and further excepting the temporary parking of such vehicles for no more than forty-eight (48) hours. No repair

or body work of any motorized vehicle shall be permitted except within the confines of the garage.

- e. Except as otherwise provided in this Declaration, each Lot Owner shall regularly mow and trim all areas of his Lot covered with ground cover, and shall keep all areas of his Lot designed or intended for the proper drainage or detention for water, including swale lines and ditches unobstructed and shall mow and maintain such areas regularly so as to keep such areas in good and functional condition. No trees, plantings, shrubbery, fencing, patio structures, landscaping treatment or other obstructions shall be planted placed or allowed to remain in such areas and no Lot Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing rate, blocking or regrading or redirecting swales, ditches or drainage areas or otherwise.
- f. No window air conditioning units may be installed or operated on any residence.
- g. Basketball hoops must be installed in accordance with the then current Rules and Regulations of the Association and approved by the Board.
- h. No flag poles shall be allowed in the front or side yard. Flag poles placed in placed in the backyard must be set in concrete, properly secured and not visible from the street in the front of the residence on the Lot. A short, temporary flagpole may be attached to the front porch for the purpose of flying the American flag. All flag poles must be approved by the Board prior to placement. The only flag permitted is the American flag.
- i. The Association reserves the right to enter upon any Lot to correct or eliminate nuisances or violations of any or all of the foregoing, and to correct any failure of the Lot Owner to properly maintain those areas and items not the responsibility of the Association. The cost of such entry and work shall be assessed by the Association against the individual Lot Owner. If any such assessment is not made, it shall become a lien on the Lot, the personal obligation of the Lot Owner and subject to all covenants for assessments contained in this Declaration.
- j. Article VI, Section 6-2 is deleted and the following provision inserted in its stead: Each residence constructed shall have a minimum floor

space square footage of 2000 square feet per house, except that houses constructed on lots identified in Exhibit B shall have a minimum of 2300 square feet per house, exclusive of porches, basements and garages.

5. Except as expressly set forth herein, the Declaration and its amendments shall remain in full force and effect.

6. Pursuant to applicable codes of the Village of Carpentersville, no more than two canines shall be kept upon any lot.

The foregoing Amendment is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it a such Trustee and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid to perform any covenant either express or implied herein contained.

**RONALD O. ROESER, as Trustee
and not individually,**

**BY: _____
Ronald O. Roeser, Trustee**

This instrument is executed by RONALD O. ROESER as Trustee under the provisions of a Trust Agreement dated May 20, 1998 and known as Trust No. 1998, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in him as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and warrants that he possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding the Trustee in his individual capacity.

STATE OF ILLINOIS)
COUNTY OF K A N E)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RONALD O. ROESER, personally known to me to be the above cited Trustee, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Trustee, he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2001.

Notary Public

This document prepared by
and should be returned to:
Ronald O. Roeser
ROESER & VUCHA
920 Davis Road, Suite 100
Elgin, IL 60123
847/888-1820

EXHIBIT A

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 8, THE NORTHEAST QUARTER OF SECTION 17, THE SOUTHWEST QUARTER OF SECTION 9 AND THE NORTHWEST QUARTER OF SECTION 16, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE AZIMUTH 180 DEGREES 14 MINUTES 46 SECONDS (assumed). ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 572.95 FEET TO A POINT 748.29 FEET NORTHERLY OF THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE NORTHERLY ALONG A CURVE TO THE LEFT WITH RADIUS OF 2040.00 FEET AND CHORD AZIMUTH 356 DEGREES 49 MINUTES 22 SECONDS, AN ARC DISTANCE OF 243.78 FEET TO THE NORTHWEST CORNER OF SPRINGACRES HILLS UNIT 5. FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG A CURVE TO THE LEFT WITH RADIUS OF 2040.00 FEET AND CHORD AZIMUTH 344 DEGREES 26 MINUTES 59 SECONDS, AN ARC DISTANCE OF 637.29 FEET TO A POINT OF TANGENCY. THENCE AZIMUTH 335 DEGREES 30 MINUTES 00 SECONDS. 479.05 FEET TO THE CENTERLINE OF MILLER ROAD; THENCE AZIMUTH 69 DEGREES 40 MINUTES 10 SECONDS. ALONG SAID CENTERLINE, 409.89 FEET TO THE CENTERLINE OF OLD SLEEPY HOLLOW ROAD; THENCE CONTINUING EASTERLY ALONG THE CENTERLINE OF SAID MILLER ROAD. BEING A NONTANGENTIAL CURVE TO THE RIGHT WITH RADIUS OF 1600.94 FEET AND CHORD AZIMUTH 85 DEGREES 54 MINUTES 36 SECONDS. AN ARC DISTANCE OF 219.26 FEET TO A POINT OF TANGENCY; THENCE AZIMUTH 89 DEGREES 49 MINUTES 23 SECONDS. ALONG SAID CENTERLINE, 1348.07 FEET TO THE NORTHWEST CORNER OF SPRINGACRES HILLS UNIT 1; THENCE AZIMUTH 179 DEGREES 49 MINUTES 23 SECONDS ALONG THE WEST LINE OF SAID UNIT 1, 40.00 FEET; THENCE AZIMUTH 102 DEGREES 20 MINUTES 44 SECONDS, ALONG SAID WEST LINE, 171.07 FEET, THENCE AZIMUTH 174 DEGREES 35 MINUTES 29 SECONDS, ALONG SAID WEST LINE, 66.71 FEET; THENCE AZIMUTH 183 DEGREES 36 MINUTES 46 SECONDS, ALONG SAID WEST LINE, 134.73 FEET; THENCE AZIMUTH 256 DEGREES 32 MINUTES 49 SECONDS, ALONG SAID WEST LINE. 143.00 FEET; THENCE AZIMUTH 261 DEGREES 22 MINUTES 11 SECONDS, 441.31 FEET; THENCE AZIMUTH; 277 DEGREES 48 MINUTES 27 SECONDS, 196.48 FEET; THENCE AZIMUTH 255 DEGREES 40 MINUTES 19 SECONDS, 98.13 FEET; THENCE AZIMUTH 220 DEGREES 35 MINUTES 09 SECONDS, 184.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT WITH RADIUS OF 296.00 FEET AND CHORD AZIMUTH 319 DEGREES 16 MINUTES 56 SECONDS, AN ARC DISTANCE OF 89.85 FEET; THENCE AZIMUTH 233 DEGREES 32 MINUTES 12 SECONDS, 146.74 FEET; THENCE AZIMUTH 197 DEGREES 40 MINUTES 42 SECONDS, 157.84 FEET; THENCE AZIMUTH 157 DEGREES 29 MINUTES 49 SECONDS, 150.76 FEET; THENCE AZIMUTH 332 DEGREES 22 MINUTES 13 SECONDS, 41.17 FEET; THENCE AZIMUTH 179 DEGREES 19 MINUTES 35 SECONDS, 218.09 FEET; THENCE AZIMUTH 269 DEGREES 19 MINUTES 35 SECONDS, 38.11 FEET TO THE EAST LINE OF SPRINGACRES HILLS UNIT 5; THENCE AZIMUTH 359 DEGREES 19 MINUTES 35 SECONDS, ALONG SAID EAST LINE, 66.00 FEET TO THE NORTHEAST CORNER OF SAID UNIT 5; THENCE AZIMUTH 269 DEGREES 19 MINUTES 35 SECONDS. ALONG THE NORTHLINE OF SAID UNIT 5, 156.27 FEET TO A JOG IN SAID NORTH LINE; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT WITH RADIUS OF 390.00 FEET AND CHORD AZIMUTH 181 DEGREES 38 MINUTES 32 SECONDS, AN ARC DISTANCE OF 66.13 FEET; THENCE AZIMUTH 269 DEGREES 19 MINUTES 35 SECONDS, ALONG SAID NORTH LINE, 154.80 FEET; THENCE AZIMUTH 263 DEGREES 23 MINUTES 58 SECONDS, ALONG SAID NORTH LINE 40.00 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

BEING Lots 143 through 168 and Lots 185 through 192
of Springacres Unit 6

EXHIBIT B

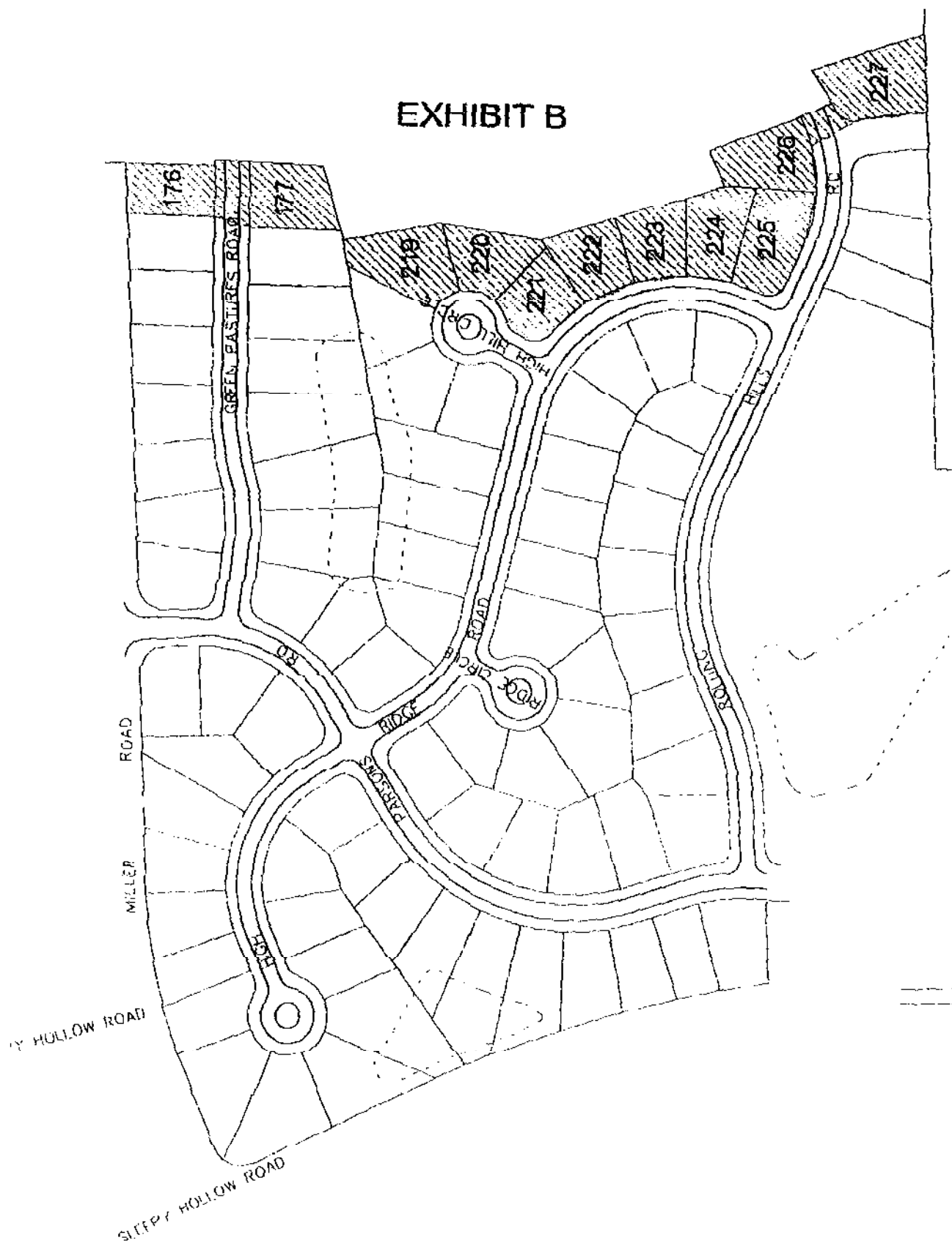


EXHIBIT C

Commencing at the southwest corner of Lot 20 in Springacres Hills Unit 1, being a subdivision in part of the Southeast Quarter of Section 8, the Northeast Quarter of Section 17, the Southwest Quarter of Section 17, The Southwest Quarter of Section 9 and the Northwest Quarter of Section 16, all in Township 42 North, Range 8 East of the Third Principal Meridian, previously recorded in the Kane County Recorder's office; thence westerly along the North line of the East half of the Southeast Quarter of Section 16-42-8, said line having an azimuth of 269 degrees 59 minutes 06 seconds (assumed for the purpose of this description), a distance of 145.00 feet to the point of beginning; thence continuing along said north line, said line having an azimuth of 269 degrees 59 minutes 06 seconds, a distance of 66.00 feet; thence northerly along an arc of a non-tangent curve having a radius of 543.76 feet and being concave to the west (chord azimuth of 353 degrees 46 minutes 35 seconds and chord distance of 117.61 feet) 117.84 feet to a point of compound curvature; thence northwesterly along an arc of a curve having a radius of 35.00 feet and being concave to the southwest (chord azimuth of 307 degrees 49 minutes 44 seconds and chord distance of 44.75 feet) 48.55 feet to a point; thence easterly along a non-tangent curve having a radius of 337.37 feet and being concave to the north (chord azimuth of 77 degrees 34 minutes 04 seconds and chord distance of 123.22 feet) 123.99 feet to a point; thence southwesterly along an arc of a non-tangent curve having a radius of 35.00 feet and being concave to the southeast (chord azimuth of 207 degrees 18 minutes 25 seconds and chord distance of 44.75 feet) 48.55 feet to a point of reverse curvature; thence southerly along a curve having a radius of 609.76 feet and being concave to the west (chord azimuth of 173 degrees 46 minutes 35 seconds and chord distance of 131.89 feet) 132.15 feet to the point of beginning; all situated in the Village of Carpentersville, Kane County, Illinois.

1999 JUL 23 PM 2:00

99055910/455409(111)
10 ASSIGNMENT OF POWER 1999K072885

Lynda M. Quinn
RECORDER

KNOW ALL MEN BY THESE PRESENTS, THAT Suburban Bank of Barrington, as Trustee under Trust Agreement dated April 9, 1993, and known as Trust #1016, pursuant to that power of annexation and amendment reserved to it by the terms of the Declaration of Covenants and Restrictions dated July 19, 1994 recorded in Kane County on July 26, 1994 as Document No. 94K58701, does hereby assign said power to Chicago Title and Trust Company under Trust No. 65451 dated December 10, 1974. Parkway Bank, under Trust No. 12134 and/or RONALD O. ROESER, as Trustee under Trust No. 1998, dated May 20, 1998, whether acting jointly or severally.

Dated: 7/6/1999, ~~XXXXXX~~

TRUSTEE EXCULPATION

The foregoing is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said undersigned warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, or to perform any covenant either express or implied herein contained.

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. VP/ Land Trust Officer ~~XXXXXX~~ and its corporate seal to be hereunto affixed and attested by its Trust Officer ~~XXXXXX~~ Secretary, this 6th day of July, 1999, 1999.

Trustee: SUBURBAN BANK OF BARRINGTON

Trust Date: April 9, 1993,

Trust No. 1016, as Trustee as aforesaid and not personally

BY *Elizabeth Cordova*
AVP & Land Trust Officer

~~XXXXXX~~

ATTEST:

Lorrie A. Hale
~~XXXXXX~~

Lorrie A. Hale
Trust Officer



CHICAGO TITLE INSURANCE CO.
Kane County Office, Geneva, IL 60134
Phone 232-2750

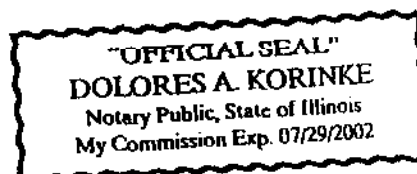
This instrument is executed by the undersigned Land Trustee, not personally but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Elizabeth Cordova- AVP/Land Trust Officer personally known to me to be the ~~President~~ of the above cited Trustee, and Lorrie A. Hale, personally known to me to be the ~~Secretary~~ of said Trustee, 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 AVP/LTO ~~President~~ and ~~Secretary~~ TO ~~Secretary~~, they signed and delivered the said instrument as AVP/LTO ~~President~~ and ~~Secretary~~ Trust Officer ~~Secretary~~, and caused its seal to be affixed thereto, pursuant to authority, given by the Board of Directors of said Trustee as their free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this
6th day of July, 1999 ~~xxxxxx~~.

Dolores A. Korinke
Notary Public



This document prepared by
and should be returned to:
RONALD O. ROESER
ROESER & VUCHA
920 Davis Road, Suite 100
Elgin, IL 60123
847/888-1820



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 000459409 KA
STREET ADDRESS: PHASE ONE (LOTS 76-109)
CITY: CARPENTERSVILLE COUNTY: KANE
TAX NUMBER:

LEGAL DESCRIPTION:

("TO BECOME LOTS 76 THRU 109")

THAT PART OF THE NORTHWEST 1/4 OF SECTION 16, AND PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, ALL IN TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE AZIMUTH 180 DEGREES 14 MINUTES 46 SECONDS (ASSUMED), ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 1321.24 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF SAID NORTHWEST 1/4, BEING ALSO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, FOR THE POINT OF BEGINNING; THENCE AZIMUTH 272 DEGREES 46 MINUTES 17 SECONDS, ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 40.04 FEET; THENCE AZIMUTH 00 DEGREES 14 MINUTES 46 SECONDS, PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 39.02 FEET; THENCE AZIMUTH 90 DEGREES 14 MINUTES 46 SECONDS, 80.00 FEET; THENCE AZIMUTH 109 DEGREES 24 MINUTES 08 SECONDS, 245.42 FEET; THENCE AZIMUTH 118 DEGREES 12 MINUTES 32 SECONDS, 173.78 FEET; THENCE AZIMUTH 88 DEGREES 16 MINUTES 25 SECONDS, 86.66 FEET; THENCE AZIMUTH 55 DEGREES 16 MINUTES 57 SECONDS, 128.45 FEET; THENCE AZIMUTH 0 DEGREES 18 MINUTES 59 SECONDS, 218.86 FEET; THENCE AZIMUTH 327 DEGREES 37 MINUTES 54 SECONDS, 70.46 FEET; THENCE AZIMUTH 64 DEGREES 54 MINUTES 25 SECONDS, 158.92 FEET; THENCE AZIMUTH 64 DEGREES 54 MINUTES 26 SECONDS, 158.92 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT WITH RADIUS OF 460.00 FEET AND CHORD AZIMUTH 333 DEGREES 01 MINUTE 35 SECONDS, AN ARC DISTANCE OF 30.20 FEET; THENCE AZIMUTH 61 DEGREES 08 MINUTES 44 SECONDS, 227.17 FEET; THENCE AZIMUTH 142 DEGREES 10 MINUTES 02 SECONDS 123.31 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE AZIMUTH 180 DEGREES 18 MINUTES 59 SECONDS, ALONG SAID EAST LINE AND THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, 667.00 FEET; THENCE AZIMUTH 269 DEGREES 56 MINUTES 44 SECONDS, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, 163.83; THENCE AZIMUTH 180 DEGREES 18 MINUTES 17 SECONDS, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, 330.12 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE AZIMUTH 269 DEGREES 55 MINUTES 57 SECONDS, ALONG SAID SOUTH LINE, 818.80 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE AZIMUTH 00 DEGREES 14 MINUTES 46 SECONDS, ALONG SAID WEST LINE, 660.62 FEET TO THE POINT OF BEGINNING, VILLAGE OF CARPENTERSVILLE, IN KANE COUNTY, ILLINOIS.