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Doc#: 1623729091 Fee: \$108.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/24/2016 02:56 PM Pg: 1 of 36

Doc#: 0619118050 Fee: \$166.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/10/2008 12:15 PM Pg: 1 of 32

Property of Cook County Clerk's Office

DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE HILLS CONDOMINIUMS

This document is being re-recorded to correct the legal description in Paragraph 2 and on Exhibit "A"

RECORDING FEE 166
DATE 07-10-06 COPIES 6X
OK BY C. Fitz

F	166	A
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T		V
I	C.F.	

Prepared by and Mail to:

William C. Dowd
7480 West College Drive
Suite 103
Palos Heights, IL 60463
708/923-6500

3296

RECORDING FEE 196
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OK BY RVISTO

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DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE HILLS CONDOMINIUMS

This Declaration made and entered into this 15th day of June 2006 by Lakeside Bank and Trust Company, as Trustee under Trust No. 101774 and Bogara Development, Inc. (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described, in the city of Hickory Hills, Cook County, Illinois; and

WHEREAS, the Declarant intends to, and does hereby submit such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, all rights and privileges belonging or in anywise pertaining thereto and any and all easements appurtenant thereto, to the provisions of the "Illinois Condominium Property Act"; and,

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate and all units; and,

WHEREAS, the Declarant desires and intends that the several unit owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

The condominium association shall be responsible for the administration of the condominium and the maintenance, repair and replacement of the common elements. Each owner of a dwelling unit shall be assessed to pay his proportionate share of the common expenses required to operate the condominium, all as more fully provided for in this declaration.

The Declarant shall retain certain rights set forth in this declaration with respect to the condominium property and the condominium association including, without limitation, the right, prior to the turnover date, to appoint all members of the board, the right to come upon the property in connection with efforts to promote the sale of dwelling units and other rights reserved in paragraph twenty eight.

NOW THEREFORE, the Declarant as record title holder of the property, hereby declares as follows:

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1. DEFINITIONS.

Certain words and terms used in this declaration are defined as follows:

Act: The "Condominium Property Act" of the State of Illinois, as amended from time to time.

Association: The association of all the unit owners acting pursuant to the Bylaws attached hereto as Exhibit "C", through its duly elected board.

Board: The Board of Managers of the Association as constituted at any time and from time to time. In the event the association is incorporated, the Board shall mean the Board of Directors of the incorporated association.

Buildings: All structures, attached or unattached, containing one or more units.

By-laws: The Bylaws of the Association, which are attached hereto as Exhibit "C".

Common Elements: All portions of the property except the units, including without limiting the generality of the foregoing, the parcel, elevator, stairways, corridors, roofs, storage areas, laundries, mechanical rooms and equipment therein, elevator, refuse collection system, central heating system and structural parts of the improvements on the parcel parking wherever located (except garage units).

Common Expenses: The proposed or actual expenses affecting the property, including reserves if any, lawfully assessed by the board.

Condominium Instruments: All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the declaration, by-laws and plat.

Developer: Bogara Development, Inc. its successor and assigns.

First Mortgagee: An owner of a bona fide first mortgage or first trust deed covering any portion of the property.

Limited Common Elements: That part of the common elements contiguous to and serving a single unit exclusively as an inseparable appurtenance thereto including specifically, certain outside parking spaces, patios, balconies, storage area such portions of the perimeter walls, floors and ceilings, windows, doors and all fixtures and structures therein which lie outside the unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits or other-system or component

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part thereof which serve a unit exclusively to the extent such system or component part is located outside the boundaries of a unit.

Maintenance Fund: All monies collected or received by the Association pursuant to the provisions of the condominium instruments.

Majority or Majority of Unit Owners: The owners of more than 50 percent in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership.

Occupant: A person or persons, other than a unit owner, in possession of a unit.

Parcel: The lot or lots, tract or tracts of land, described in paragraph 2 hereof, submitted to the provisions of the Act.

Parking: Garage Units identified on the survey as Garage Unit G-1 through G-47 will be conveyed in fee simple. The use of the garage units will be exclusive to the owners of same.

Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Plat: A plat or plats of survey of the parcel and of all units in the property submitted to the provisions of the Act, which shall consist of a three dimensional, horizontal and vertical delineation of all such units and such other data as may be required by the Act.

Property: All land, property and space comprising the parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the unit owners, submitted to the provisions of the Act.

Record: To record in the Office of the Recorder of Cook County, Illinois.

Reserves: Those sums paid by unit owners which are separately maintained by the board for purposes specified by the board or the condominium instruments.

Unit: Any part of the property designed and intended for any type of independent use and which is designated on the plat as a unit.

Unit Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit and its appurtenant undivided ownership interest in the common elements.

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2. LEGAL DESCRIPTION OF PARCEL.

The parcel hereby submitted to the provisions of the Act is legally described as follows:

Lot 2 in F. H. Bartlett's Palos Township Farms First Addition, a subdivision of the West 3/4 of the South 1/2 of the South 1/2 of the Northwest 1/4, also the West 33 feet of the East 1/4 of the said South 1/2 of the South 1/2 of the Northwest 1/4 of Section 1-37-12, also the West 3/4 (except the South 33 feet thereof) of the North 1/2 of the North 1/2 of the Southwest 1/4, and also the West 33 feet of the East 1/4 of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 1-37-12. Recorded February 25, 1941 as Document No. 12625626.

DESCRIPTION OF UNITS.

All units are delineated on the plat attached hereto as Exhibit "D" and made a part of this Declaration. The legal description of each unit shall consist of the identifying number or symbol or such unit as shown on the plat. Said units are legally described on Exhibit "A" attached hereto and made a part hereof.

3. USE AND OWNERSHIP OF THE COMMON ELEMENTS.

The use of the common elements and the right of the unit owners with respect thereto shall be subject to and governed by the Act, the condominium instruments and the rules and regulations of the board. Each unit owner shall own an undivided interest in the common elements, in the percentage set forth in Exhibit "B" attached hereto and made a part hereof, as a tenant in common with all other unit owners. Except for (i) portions of the common elements which have been assigned to the unit owner by the board pursuant to the provisions of the condominium instruments and (ii) the limited common elements, each unit owner, his agents, permitted occupants, family members and invitee shall have the right to use the common elements for all purposes incident to the use and occupancy of his unit as a place of residence and such other incidental uses permitted by the condominium instruments, which right shall be appurtenant to, and run with, his unit. Each unit owner shall have the right to the exclusive use and possession of the limited common elements contiguous to and serving only his unit and the limited common elements, access to which is available only through his unit. The right to the exclusive use and possession of the limited common elements as aforesaid shall be appurtenant to, and run with the unit of such unit owner. Except as set forth in the preceding sentence, limited common elements may not be transferred between or among unit owners.

4. ENCROACHMENTS AND EASEMENTS.

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2. (Revised) LEGAL DESCRIPTION OF PARCEL.

The parcel hereby submitted to the provisions of the Act is legally described as follows:

Lot 2 in Ameritech Hickory Hills Resubdivision of Lot 2 in Block 3 in Frederick H. Bartlett's 95th Street and Robert's Road Subdivision of the West Half of the Southwest Quarter of the Southwest Quarter of Section 1, Township 37 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded on February 19, 1925, as document no. 8781516, lying North of a line described as follows: beginning at a point in the West line of said Lot 2, said point being 22.30 feet North of the Southwest corner of said Lot 2, running thence East to a point in the East line of said Lot 2, said point being 22.00 feet North of the Southeast corner of said Lot 2, in Cook County, Illinois;

DESCRIPTION OF UNITS.

All units are delineated on the plat attached hereto as Exhibit "D" and made a part of this Declaration. The legal description of each unit shall consist of the identifying number or symbol or such unit as shown on the plat. Said units are legally described on Exhibit "A" attached hereto and made a part hereof.

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- a) if any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements, or any portion of any unit encroaches upon any part of any unit as a result of the construction, repair, reconstruction, settlement or shifting of the building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit or common elements so encroaching so long as all or any part of the building containing such unit or common elements so encroaching shall remain standing; provided, however, that after the date this declaration is recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a unit other than the trustee or the developer or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of said owner or owners.
- b) easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the common elements, as they exist on the date of the recording hereof.
- c) all easements and rights described herein are easements appurtenant, running with the parcel, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said parcel, or any part or portion thereof.
- d) reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgages and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
- e) upon approval by at least 66-2/3 percent of the unit owners, portions of the common elements may be dedicated to a public body for purposes of streets or utilities. Upon approval by more than 50 percent of the unit owners, an easement may be granted for cable television. Any action pursuant to this subparagraph (e) of paragraph 5 must be taken at a meeting of unit owners duly called for that purpose.
- f) additional easements - In addition to the easements provided for herein, the board, on behalf of all of the owners, shall have the right and power (a) to grant such easements with respect to the common elements (except the limited common elements) as the board deems necessary and proper, including, without

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limitation, access easements for emergency and service vehicles operated by any governmental authority or private enterprise and/or easements related to the installation and operation of a cable or satellite television system or other communication systems and/or (b) to cancel, alter, change or modify any easement which affects the condominium property and does not benefit an owner, as the board shall, in its discretion, determine. Without limiting the foregoing, until such time as the Declarant no longer holds title to a portion of the property, the board shall grant such easements as the Declarant may from time to time request including but not limited to, such easements as may be required to construct, keep and maintain improvements upon the common elements or portions of other lots located within the Crestpoint Condominiums subdivision which are not part of the condominium property or to provide owners of the subdivision with necessary utility services. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a unit ownership, shall be deemed to grant a power coupled with an interest to the board as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and a tested to by the secretary of the condominium association and duly recorded.

6. PIPES, ETC:

All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a unit and serving more than one unit or another unit or serving, or extending into, the common elements, or any part thereof, shall be deemed part of the common elements but shall not be deemed to be limited common elements. No unit owner may take any action which would interfere with the ability of the association to repair, replace or maintain said common elements as provided herein.

7. RESTRICTIONS ON ALIENATION.

A unit owner may lease or sublease his unit. It is the intention of the Declarant not to restrict the occupancy of the units to *Owner Occupants Only*.

8. ASSOCIATION.

- a) The developer, prior to the first annual meeting of unit owners, or the association, thereafter, may cause the formation of an Illinois not for-profit corporation or the purpose of facilitating the administration and operation of the property and to act as the association.
- b) Whether or not the association is incorporated,

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- i. each unit owner shall be a member of such association, which membership shall terminate upon the sale or other disposition by such member of his unit at such time the new unit owner shall automatically become a member therein;
- ii. the provisions of Exhibit "C" of this declaration shall be adopted as the by-laws of such association;
- iii. the name of such association shall be THE HILLS CONDOMINIUM ASSOCIATION, or a similar name.

9. INSURANCE, REPAIR AND RECONSTRUCTION.

The association shall acquire and pay for out of the maintenance fund herein provided for, the following:

- a) Such insurance as the association is required to obtain under the provisions of the Act and such other insurance as the association deems advisable in the operation, and for the protection, of the common elements and the units. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered there under shall be applied and disbursed in accordance with the provisions of this declaration and the Act.
- b) The association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the association shall determine consistent with the provisions of this declaration. In the event of any loss resulting from the destruction of the major portion of one or more units, occurring after the first annual meeting of the unit owners is held pursuant to the provisions of the bylaws, the association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any unit so destroyed. The fees of such corporate trustee shall be common expenses.
- c) Each unit owner, other than the Declarant or the developer, shall notify the association in writing of any additions, alterations or improvements to his unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the association. The association shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements, if such unit owner requests it to do so and if such unit owner shall make arrangements satisfactory to the association to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the association shall not be obligated to apply any insurance proceeds to restore the affected unit to a condition better than the condition existing

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prior to the making of such additions, alterations or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the first mortgagee of each unit and shall provide that such policies shall not be terminated, canceled or substantially modified without at least thirty (30) days prior written notice to the mortgagee of each unit.

- d) Comprehensive public liability and property damage insurance in such limits as the association shall deem desirable, provided that such limits shall not be less than \$1,000,000 per occurrence, for personal injury and/or property damage insuring the association, the members of the board, the managing agent, if any, and their respective agents and employees, and the unit owners from any liability in connection with the property.
- e) Such other forms of insurance as the association shall elect to effect including such Workmen's Compensation insurance as may be necessary to comply with applicable laws.
- f) In the event the Federal Home Loan Mortgage Corporation (FHLMC) is a mortgagee or an assignee of a mortgagee with respect to any unit, a fidelity bond or bonds to protect against dishonest acts on the part of the officers, directors, trustees and employees of the association and all others who handle, or are responsible for handling, funds of the association. Such bond or bonds shall name the association as an obligee and shall be in an amount at least equal to 150 percent of the estimated annual common expenses including reserves, unless a different amount is required by the FHLMC. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee".
- g) Except as otherwise provided in this declaration, premiums for all insurance obtained or maintained by the association, and the cost of any appraisal which the association deems advisable in connection with any insurance, shall be common expenses.
- h) The association shall secure insurance policies that will provide for the following:
 - i. with respect to the insurance provided for in of this paragraph, for coverage of cross liability claims of one insured against another; and
 - ii. a waiver of any rights to subrogation by the insuring company against any named insured.
- i) The association may, but shall not be required to, secure policies providing:
 - i. with respect to the insurance provided for in (a) of this paragraph, that the policy cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual unit owners; with respect to the insurance provided for in of this paragraph, that the insurer shall not have the option to restore the property, if the property is sold or removed from the provisions of the Act.

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- ii. each unit owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a unit owner and insurance for his personal liability to the extent not covered by insurance maintained by the association.
- j) Upon the cancellation of any policy of insurance which the association is required to obtain hereunder, the association shall notify each party insured there under of such cancellation.
- k) In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the building, shall be applied to restore the building to substantially the same condition in which it existed prior to the fire or other disaster, with each unit and common elements to have the same vertical and horizontal boundaries as before the fire or other disaster.
- l) If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the building as set forth in the preceding sub-paragraph, then:
 - i. the board shall call a meeting of unit owners to be held not later than the first to occur of the expiration of thirty (30) days after the final adjustments of the insurance claims or
 - ii. the expiration of ninety (90) days after the fire or other disaster which caused the damage.
 - iii. at such meeting, the board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof which must be raised by way of special assessment.
 - iv. the building shall be restored and the proposed special assessment shall be levied only upon the vote of 75 percent of the unit owners.
 - v. if the unit owners do not vote to restore the building at the meeting provided for in above, then the board may, at its discretion, call another meeting or meetings of unit owners to reconsider the question. If the unit owners do not vote to restore the building within 180 days after the fire or other disaster, then the board may, but shall not be required to record a notice as permitted under the Act.
 - vi. if the unit owners do not vote to restore the building under the provisions of the immediately preceding sub-paragraph and the board does not Record a notice as permitted under the Act, then the unit owners may, with the consent of all first mortgagees, withdraw any portion of the building so affected by such fire or other disaster from the Act. Upon the withdrawal of any unit or portion thereof, the percentage of interest in the common elements appurtenant to such unit shall be reallocated among the remaining units on the basis of the relative percentage of interest of the remaining units. If only a portion of a unit is withdrawn, the percentage of interest appurtenant to that unit shall be reduced accordingly, upon the basis of diminution of the market value of

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the unit, as determined by the board. The allocation of any insurance, or other proceeds to any withdrawing or remaining unit owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the common elements. Any insurance or other proceeds available in connection with the withdrawal of any portion of the common elements, not necessarily including the limited common elements, shall be allocated on the basis of each unit Owner's percentage of interest in the common elements. Any such proceeds available from the withdrawal of limited common elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any unit or portion thereof, the responsibility for the payment of assessments on such unit or portion thereof so withdrawn shall cease or shall be equitably reduced.

10. SEPARATE REAL ESTATE TAXES.

It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and its corresponding percentage of ownership of the common elements, as provided in the Act. 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 the association shall collect from each unit owner his proportionate share thereof in accordance with his respective percentage of ownership of the common elements, and such taxes, levied on the property as a whole, shall be considered a common expense.

11. USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS.

- a) No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each unit or any two or more adjoining units used together shall be used as a residence for a single family or such other uses permitted by this declaration and for no other purposes. That part of the common elements separating any two or more adjoining unit used together may be altered to afford ingress and egress to and from such adjoining units in accordance with the rules and regulations of the association and upon such conditions as shall reasonably be determined by the association, provided that the unit owner intending to so alter the common elements as aforesaid, shall notify the association at least twenty-one (21) days prior to the commencement of any such alteration.
- b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be constructed, maintained, or permitted on any part of the property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the property except at such occasion and in such form as shall be determined by the association. The right is reserved by the Declarant and the developer or their agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and on any part of the common

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elements, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs any unit owned by such mortgagee until all the units are sold and conveyed, the Declarant and the developer shall be entitled to access, ingress and egress, to the property as they shall deem necessary in connection with the sale of, or work in, the building or any unit. The Declarant and the developer shall have the right to use any unsold unit or units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the property, until the sale of the last unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.

- c) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the association except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his own unit and the limited common elements appurtenant thereto in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the association.
- d) Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the property, or contents thereof, applicable for residential use, without the prior written consent of the association. No unit owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of any insurance maintained by the association, or which would be in violation of any law. No waste shall be committed in the common elements.
- e) Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building and no sign, awning, canopy, patio screen, shutter, radio or television antenna (except as installed as of the date this declaration is recorded or except as thereafter installed by developer or the association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the common elements, without the prior written consent of the association. All through-wall air conditioners and sleeves in which said air conditioners are inserted, installed as of the date this declaration is recorded, may be maintained, removed and replaced and shall be repaired as necessary by the unit owner owning the unit which such air conditioner and sleeve serves. No air conditioning unit of whatever type other than those installed as of the date this declaration is recorded or those thereafter installed by the developer or the association may be installed without the prior written permission of the association.
- f) No animals, reptiles, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs (not to exceed 40 lbs.), cats, or other household pets may be kept in units, subject to rules and regulations adopted by the board, provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that any such pet

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causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the board.

- g) No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.
- h) Except as constructed or altered by or with the permission of the developer or the association, nothing shall be done in any unit or in, on or to the common elements which would impair the structural integrity, safety or soundness of the building or which would structurally change the building.
- i) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials.
- j) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on any part of the common elements without prior consent of, and subject to any regulations of the association, pursuant to rules and regulations of the association.
- k) Nothing shall be altered or constructed in or removed from the common elements except as constructed or altered by or with the permission of the developer at any time prior to the first annual meeting of the unit owners without the written consent of the association.
- l) Each unit owner and the association hereby waive and release any and all claims which he or it may have against any other unit owner, the association, members of the board, the developer, the Declarant, the beneficiaries of the Declarant 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 or any act or omission referred to in paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.
- m) If the act or omission of a unit owner, or of a member of his family, a household pet, guest, occupant or visitor of such unit owner, shall cause damage to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance repairs and replacements, as may be determined by the association, to the extent such payment is not waived or released under the provisions of paragraph 11(l).

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- n) Any release or waiver referred to in paragraph 11(l) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover there under.
- o) No unit owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the association, an unreasonable disturbance to others. Nor shall any unit owner connect any machine, appliance, accessory or equipment to the heating system or plumbing system, without the prior written consent of the association.
- p) This paragraph 11 shall not be construed to prevent or prohibit a unit owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers in his unit.
- q) Satellite Dishes/Antennae: No antenna, radio receiver, satellite dish or similar apparatus shall be attached to or installed on any portion of the exterior of a building; however, a satellite dish or similar apparatus of less than eighteen (18) inches in diameter may be installed, with board approval on the exterior of a building as long as it is not visible from the front of the building.

12. VIOLATION OF DECLARATION.

The violation of any rule or regulation adopted by the association or the breach of any covenant or provision herein or in the bylaws contained, shall, in addition to any other rights provided for in this declaration or the Bylaws, give the association the rights (a) to enter upon the unit, or any portion of 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 unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or to take possession of such unit Owner's interest in the property and to maintain an action for possession of such unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the association shall not take any such action unless it has (a) first given the unit owner alleged to have violated any restriction, condition or regulation adopted by the association or to be in breach of any covenant or provision herein or in the bylaws contained, a hearing on such allegations pursuant to rules and regulations adopted by the association, (b) the association shall have determined such allegations to be true and

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(c) the unit owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the association and communicated to the unit owner. Any and all costs and expenses incurred by the association in the exercise of its authority as granted in this paragraph 12, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials shall be paid by the unit her in violation, and, until paid by such unit owner, shall constitute a lien on the interest of such unit owner in the property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the common expenses. Any such lien shall be junior and subordinate to the lien of a first mortgagee with respect to such unit.

Furthermore, if after hearing and finding as aforesaid and failure of the unit owner to desist from such violation or to take such corrective action as may be required, the association shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the association against the defaulting unit owner for a decree declaring the termination of the defaulting unit Owner's right to occupy, use or control the unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title and interest of the unit owner in the property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from re-acquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting unit owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser there at shall thereupon be entitled to a deed to the unit and, subject to the first right and option of the association as provided in paragraph 7 hereof, to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this declaration.

Any unit owner in default hereunder or under the provisions of the bylaws or any rule or regulation adopted by the association shall pay to the association, as an agreed common expense with respect to his unit, all attorneys' fees incurred by the association in enforcing the provisions of the bylaws, this declaration or the rules and regulations of the association as to which the unit owner is in default Until such fees are paid by the unit owner, the amount thereof shall constitute a lien on the interest of the unit owner in the property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act

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with respect to liens for failure to pay a share of the common expenses. Any such lien shall be junior and subordinate to the lien of a first mortgagee with respect to such unit.

13. ENTRY BY ASSOCIATION.

The association or its officers, agents or employees may enter any unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the association is responsible, or which the association has the right or duty to do. Such entry shall be made with as little inconvenience to the unit owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the unit owner. Any damage caused thereby shall be repaired by the association as a common expense.

14. GRANTEES.

Each grantee of the Declarant or the developer, each purchaser under Articles of Agreement for Deed and each tenant under a lease accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, the bylaws, the rules and regulations of the association, and the jurisdiction, rights and powers created or reserved by this declaration, and the provisions of the Act, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of each grantee in like manner as though the provisions of this declaration were recited and stipulated at length in each and every deed of conveyance.

15. FAILURE TO ENFORCE.

No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

16. NOTICES.

Whenever any notice is required to be given under the provisions of this declaration, or the bylaws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased unit owner shall be delivered by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

17. AMENDMENTS.

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Except as hereinafter otherwise provided, the provisions of paragraphs 1, 2, 3, 4, 5, 6, and this paragraph 17 of this declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the board, all of the unit owners and each mortgagee having a bona fide lien of record against any unit. Except as herein otherwise provided, other provisions of this declaration may be amended, changed or modified, upon approval by all members of the board and at least 75% of the unit owners, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by an authorized officer of the board and containing an affidavit by an officer of the association certifying that (i) at least 75% of the unit owners have approved such amendment change or modification and (ii) a copy of the amendment change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten days prior to the date of such affidavit. The approval of eligible first mortgagees (i.e., first mortgagees who have requested that the association notify them of amendments affecting the matters described in (1) through and including (13) below of 51% (by percentage ownership) of units which are subject to a mortgage or trust deed shall be required to materially amend any provisions of the declaration or bylaws or to add any material provision thereto, which establish, provide for, govern or regulate any of the following:

- ◇ VOTING;
- ◇ ASSESSMENTS, ASSESSMENT LIENS OR SUBORDINATION OF SUCH LIENS;
- ◇ RESERVES FOR MAINTENANCE, REPAIR AND REPLACEMENT OF THE COMMON ELEMENTS;
- ◇ INSURANCE OR FIDELITY BONDS;
- ◇ RIGHTS TO USE OF THE COMMON ELEMENTS;
- ◇ RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF THE COMMON ELEMENTS;
- ◇ THE ADDITION, ANNEXATION OR WITHDRAWAL OF PROPERTY TO OR FROM THE HILLS CONDOMINIUMS;
- ◇ BOUNDARIES OF ANY UNIT;
- ◇ INTERESTS IN THE COMMON ELEMENTS OR LIMITED COMMON ELEMENTS;
- ◇ CONVERTIBILITY OF UNITS INTO COMMON ELEMENTS OR OF COMMON ELEMENTS INTO UNITS;
- ◇ LEASING OF UNITS;
- ◇ IMPOSITION OF ANY RIGHT OF FIRST REFUSAL OR SIMILAR RESTRICTION ON THE RIGHT OF A UNIT OWNER TO SELL, TRANSFER, OR OTHERWISE CONVEY HIS UNIT IN THE CONDOMINIUM;
- ◇ ESTABLISHMENT OF SELF MANAGEMENT BY THE ASSOCIATION WHERE PROFESSIONAL MANAGEMENT HAS BEEN REQUIRED BY FHLMC, FNMA, HUD, OR VA. ANY AMENDMENT, CHANGE OR MODIFICATION SHALL CONFORM TO THE PROVISIONS OF THE ACT AND SHALL BE EFFECTIVE UPON RECORDATION THEREOF. NO CHANGE, MODIFICATION OR AMENDMENT WHICH AFFECTS THE RIGHTS PRIVILEGES OR OBLIGATIONS OF THE DECLARANT OR THE DEVELOPER SHALL BE EFFECTIVE WITHOUT THE PRIOR WRITTEN CONSENT OF THE

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DECLARANT OR DEVELOPER. THE BYLAWS MAY BE AMENDED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE XII THEREOF.

18. ARBITRATION.

Any controversy between unit owners or any claim by a unit owner against the association or another unit owner arising out of or relating to the declaration, by-laws, or rules and regulations of the association shall be settled by arbitration in accordance with the rules of the "American Arbitration Association", and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

19. CONDEMNATION.

In the event of a taking or condemnation by competent authority of any part of the property, the association shall, if necessary, restore the improvements on the remaining portion of the property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. In the event that part or all of one or more units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the common elements allocated to such unit or portion thereof (as determined by the board on the basis of diminution in market value of the unit) shall be reallocated among the remaining units on the basis of the relative percentage of ownership interests in the common elements of the remaining units. In such cases, this declaration and the plat shall be amended accordingly, pursuant to the provisions of the Act. The allocation of any condemnation award, or other proceeds to any withdrawing or remaining unit owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the common element. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the common elements, not necessarily including the limited common elements, shall be allocated on the basis of each unit owner's percentage of interest in the common elements. Any such proceeds available from the withdrawal of limited common elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any unit or portion thereof, the responsibility for the payment of assessments on such unit or portion thereof so withdrawn shall cease or shall be equitably reduced.

20. VIOLATIONS OF CERTAIN RULES.

If any of the options, privileges, covenants or rights created by this declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or at any other

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statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George W. Bush, the now incumbent President of the United States and Dick Chaney, the now incumbent Vice-President of the United States.

21. SEVERABILITY.

The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this declaration and all of the terms hereof are hereby declared to be severable.

22. CONSTRUCTION.

The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium development.

23. CHANGES OR MODIFICATIONS BY THE DEVELOPER.

Until the first annual meeting of unit owners is called, the developer, or its successors or assigns, shall have the right to change or modify the condominium instruments, which change or modification shall be effective upon the recording thereof; provided, however, that the provisions of paragraph (h) Section 2 of Article VI of the bylaws shall not be amended, modified or changed without the consent of any first mortgagee effected thereby, and provided further that such right shall only be exercised (i) to bring the declaration into compliance with the Act (ii) to correct clerical or typographical errors in the declaration or (iii) to conform the condominium instruments to the requirements of FHLMC or the Federal National Mortgage Association with respect to condominium projects. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the developer to make any changes or modification as authorized hereunder on behalf of each unit owner as attorney-in-fact for such unit owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the developer as aforesaid.

24. RIGHTS OF MORTGAGEES AND OTHERS TO NOTICE.

A holder, insurer or guarantor of a first mortgage, upon written request to the association (such request to state the name and address of such holder, insurer or guarantor and the unit number), shall be entitled to timely written notice of:

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- a) Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interests in the common elements or limited common elements appertaining to any unit or the liability for common expenses, (iii) the number of votes in the association appertaining to any unit or (iv) the purposes to which any unit or the common elements are restricted;
- b) Any proposed termination of THE HILLS Condominiums as a condominium project.
- c) Any condemnation loss or any casualty loss which affects a portion of the common elements, which loss exceeds \$10,000 or which affects any unit, which loss exceeds \$1,000 on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- d) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of a first mortgagee, insurer or guarantor, where such delinquency has continued for a period of 80 days;
- e) Any lapse, cancellation or material modification of any insurance policy maintained by the association; and
- f) Any proposed action that requires the consent of a specified percentage of first mortgagee.

25. ADDITIONAL RIGHTS OF FIRST MORTGAGEES.

- a) Any restoration or repair of the property after partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the declaration and the original plans and specifications for the building unless upon the approval of a majority in number of first mortgagees of unit which are subject to a mortgage or trust deed.
- b) Any election to terminate Condominiums as a condominium project after substantial destruction or substantial taking by condemnation of the property requires the approval of a majority in number of first mortgagees of units which are subject to a mortgage or trust deed.
- c) Any holder, insurer or guarantor of a first mortgage has the right, during normal business hours and upon reasonable advance written notice to the board, to inspect the declaration, bylaws and rules and regulations of the condominium and the books, records and financial statements of the association.
- d) The association must give any holder, insurer or guarantor of a first mortgage who makes written request an audited statement of the association for the preceding fiscal year.

26. TRUSTEES.

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In the event title to any unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries there under from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this declaration against such unit. No claim shall be made against any such title holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated or sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

27. ANNEXING ADDITIONAL PROPERTY.

- a) The developer reserves the right from time to time, within not more than seven years of the date of the recording of this declaration, to annex and add to the parcel and property and thereby add to the condominium created by this declaration, all or any portion of the additional land by recording an amended plat in accordance with sec. 5 of the Act and an amended declaration in accordance with sec. 8 of the Act no rights of any character whatever within the additional land attach to any over except as to that portion described on Exhibit "A" and except as to that portion described in any recorded amended declaration annexing and adding such portion to this declaration as part of the condominium created by this declaration.
- b) Each amended declaration shall include an amended Exhibit "A" (legal description of portions of additional land already subjected to the provisions of the Act) which shall amend Exhibit "A" hereto by setting forth the amended legal description of the parcel to include the additional parcel or parcels annexed hereto, as well as a separate legal description of such addition. The amended declaration shall also contain an amended plat showing the boundaries of such addition and of the entire parcel as amended, and delineating the additional units of such addition, all in accordance with Sec. 5 of the Act.
- c) Each amended declaration shall also include an amended Exhibit "A" which shall amend Exhibit "A" hereto by setting forth the legal description of the units added by such amended declaration, as well as all previous units.
- d) Each amended declaration shall also include an amended Exhibit "B" which shall amend Exhibit "B" hereto by setting forth the amended percentages of the undivided interests in the common elements as amended and added to by such amended declaration.
- e) The percentages of undivided ownership interest in the common elements as amended by each amended declaration, and as set forth in the amended Exhibit "B" shall be determined and adjusted in the following manner:

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The common elements as amended by such amended declaration shall be deemed to consist of:

- a) the common elements as existing immediately prior to the recording of such amended declaration (hereinafter referred to as the "existing common elements"); and
- b) the common elements added by such amended declaration (hereinafter referred to as the "added common elements").

The units as amended by such amended declaration shall be deemed to consist of:

- a) the units as existing immediately prior to the recording of such amended declaration (hereinafter referred to as the "existing units"); and
- b) the units added by such amended declaration (hereinafter referred to as the "added units").

The value of each of the added units shall be added to the aggregate value of the existing units and the total thereof shall be deemed to be the new value of the property as a whole. "Value" as used in this paragraph shall be determined by the developer as of the date of the recording of the amended declaration. Such determination by the developer shall be conclusive and binding upon all unit owners, mortgagees and other parties who then or in the future have any interest in the property.

The percentages of undivided ownership interest, as amended and adjusted by such amended declaration, in the entire common elements, consisting of the existing common elements plus the added common elements, to be allocated among all the units, consisting of the existing units plus the added units, shall be computed by taking as a basis the value of each unit in relation to the value of the property as a whole, determined as aforesaid.

The existing units shall be entitled to their respective percentages of ownership, as amended and adjusted and set forth in amended Exhibit "B" attached to such amended declaration, in the added common elements as well as in the existing common elements.

The added units shall be entitled to their respective percentages of ownership, as set forth in such amended Exhibit "B" not only in the added common elements but also in the existing common elements.

Each and all of the provisions of this declaration and the Exhibits attached hereto, as amended by each such successive amended declaration and the amended Exhibits attached thereto, shall be deemed to apply to each and all of the units, including all such added units as well as all existing units, and to all of the common elements, including all such added common elements as well as all existing common elements.

The recording of an amended declaration shall not alter or affect the amounts of any liens for common expenses due from any existing unit owners prior to such recording, nor the respective amounts theretofore assessed to or due from existing unit owners for common expenses or other assessments.

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- a) The lien of any mortgage encumbering any existing unit, together with its appurtenant percentage of undivided ownership interest in the existing common elements, shall automatically be deemed to be adjusted and amended when an amended declaration is recorded, in accordance with the respective percentage of undivided citizenship interest in the common elements for such existing unit as set forth in the amended Exhibit "B" attached to such amended declaration, and the lien of such mortgage shall automatically attach in such percentage to the added common elements.
- b) Each and all of the unit owners, of all existing units and of all existing units and of all added units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such units, shall be deemed to have expressly agreed, assented and consented to each and all of the provisions of this declaration, with respect to the recording of any and all amended declarations as aforesaid which may be adjusted and reallocate from time to time their respective percentages of undivided ownership interest in the common elements including the existing common elements and added common elements, from time to time as herein above provided; and hereby rather agree to each and all of the provisions of each and all of said amended declarations which may hereafter be recorded in accordance with the foregoing provisions of this declaration.
- c) Each and all of the unit owners, of all existing units and of all added units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such units, further acknowledges, consents and agrees, as to each such amended declaration that is recorded, as follows:
- i. the portion of the additional land described in each such amended declaration shall be governed in all respects by the provisions of this declaration.
 - ii. the percentage of ownership in the common elements appurtenant to each unit shall automatically be shifted and reallocated the extent set forth in each such recorded amended declaration and upon the recording of each such amended declaration, the amount by which such percentage appurtenant to a unit is reduced, as set forth in each such recorded amended declaration, shall thereby be and be deemed to be released and divested from such unit owner and reconvened and reallocated among the other unit owners as set forth in each such recorded amended declaration.
 - iii. each deed, mortgage or other instrument affecting a unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the common elements appurtenant to each unit shall, upon the recording of each

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amended declaration, be divested pro tanto to the reduced percentage set forth in such amended declaration and vested among the other owners, mortgagees and others owning an interest in the other units in accordance with the terms and percentages of each such recorded amended declaration.

- iv. a right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a unit to so amend and reallocate the percentages of ownership in the common elements appurtenant to each unit.
- v. the percentage of ownership in the common elements appurtenant to each unit shall include and be deemed to include any additional common elements annexed hereto by a recorded amended declaration and each deed, mortgage or other instrument affecting a unit shall be deemed to include such additional common elements and the ownership of any such unit and lien of any such mortgage shall automatically include and attach to such additional common elements as such amended declarations are recorded.
- vi. each owner shall have a perpetual easement, appurtenant to his unit, for the use of any additional common elements annexed thereto by and described in any recorded amended declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the owners of specific units as may be provided in any such amended declaration, or this declaration and except as to any portion which may be designated as limited common elements.
- vii. each owner by acceptance of the deed conveying his unit, agrees for himself and all those claiming under him, including mortgagees, that this declaration and each amended declaration is and shall be deemed to be in accordance with the Act and for purposes of this declaration and the Act, any changes in the respective percentages of ownership in the common elements as set forth in each such amended declaration shall be deemed to be made by agreement of all unit owners.
- viii. the Declarant and developer reserve the right to amend this declaration in such manner, and each owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this paragraph 27 to comply with the Act as it may be amended from time to time.
- ix. the foregoing provisions of this declaration and in deeds and mortgages of the units and common elements contain and will contain clauses designed to accomplish a shifting of the common elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the common elements can be accomplished.

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28. DECLARANT'S RESERVED RIGHTS:

- a) In addition to any rights or powers reserved or granted to the Declarant under the Act, this declaration or the by-laws, the Declarant shall have the rights and powers set forth in this article. In the event of a conflict between the provisions of this article and any other provisions of this declaration or the by-laws, the provisions of this article shall govern. Except as otherwise provided in this article, the rights of Declarant under this article reserved or granted shall terminate at such time as the Declarant is no longer vested with nor in control title to any lot located in the Crestpoint Condominiums subdivision.
- b) **Promotional Efforts:** Declarant shall have the right, in its discretion, to maintain on the condominium property model dwelling units, sales, leasing, management and/or administrative offices which may be located in a dwelling unit, displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the condominium property for the purpose of showing the condominium property to prospective purchasers or lessees of dwelling units, all without the payment of any fee or charge whatsoever other than the assessments payable by the Declarant with respect to dwelling units, all without the payment of any fee or charge whatsoever other than the assessments payable by the Declarant with respect to dwelling units owned by the Declarant. The Declarant shall have a non-exclusive access easement over and across the roads and walkways located on the condominium property for ingress and egress to and from those portions of the Crestpoint Condominiums subdivision which have not been made subject to the Act and this declaration in order to exercise the rights reserved under this article. The Declarant shall have the power and right to lease and/or sell and convey any dwelling unit owned by the Declarant to any person or entity which it deems appropriate in its sole discretion.
- c) **Construction:** Declarant, its agents and contractors shall have the right to come upon the condominium property to construct improvements thereon and to make alterations, repairs or improvements to the condominium property or the portions of the Crestpoint Condominiums subdivision not made part of the Condominiums and shall have the right to store equipment and materials used in connection with such work on the condominium property or the portions of Crestpoint Condominiums subdivision which have not been made part of the Condominiums without payment of any fee or charge whatsoever.
- d) **Control of Board:** Until the initial meeting of the owners (which shall occur no later than thirty (30) days after the turnover date) and the election of the initial board as provided for in the by-laws, the rights, titles, power, privileges, trusts, duties and obligations vested in or imposed upon the board by the Act, this declaration or the by-laws shall be held and performed by the Declarant. The Declarant may hold and perform such rights and obligations through the board which, prior to the turnover date, shall consist of three (3) individuals designated by

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the Declarant from time to time. Prior to the turnover date, the Declarant may appoint from among the owners three non-voting counselors to the board who shall serve at the discretion of the Declarant.

IN WITNESS WHEREOF, THE SAID LAKESIDE BANK AND TRUST AS TRUSTEE UNDER TRUST 101774. HAVE CAUSED THEIR NAMES TO BE SIGNED TO THESE PRESENTS ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

State of Illinois)
County of Cook)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE VICE PRESIDENT OF THE LAKESIDE BANK & TRUST, AND _____ PERSONALLY KNOWN TO ME TO BE THE ASSISTANT SECRETARY OF SAID BANK, 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 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 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 15 DAY OF JUNE, 2006

NOTARY PUBLIC

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the Declarant from time to time. Prior to the turnover date, the Declarant may appoint from among the owners three non-voting counselors to the board who shall serve at the discretion of the Declarant.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF, THE SAID LAKESIDE BANK AND TRUST AS TRUSTEE UNDER TRUST 101774. HAVE CAUSED THEIR NAMES TO BE SIGNED TO THESE PRESENTS ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Vincent J. Tolve
EXECUTIVE VICE PRESIDENT & TRUST OFFICER

Thomas Spang
ASST. TRUST OFFICER

State of Illinois
County of Cook

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT Vincent J. Tolve PERSONALLY KNOWN TO ME TO BE THE VICE PRESIDENT OF THE LAKESIDE BANK & TRUST, AND Thomas Spang, PERSONALLY KNOWN TO ME TO BE THE ASSISTANT SECRETARY OF SAID BANK, 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 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 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 15 DAY OF JUNE, 2006

A. Muresan
NOTARY PUBLIC

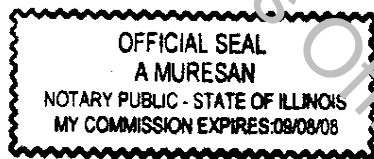


EXHIBIT "A"

LEGAL DESCRIPTION
OF
THE HILLS CONDOMINIUMS

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE HILLS CONDOMINIUMS

UNITS

1A,1B,1C,1D,1E,1F,1G,1H,1J,1K,2A,2B,2C,2D,2E,2F,2G,2H,2J,2K,3A,3B,3C,3D,3E,3F,3G,3H,3J,3K,G1,G2,G3,G4,G5,G6,G7,G8,G9,G10,G11,G12,G13,G14,G15,G16,G17,G18,G19,G20,G21,G22,G23,G24,G25,G26,G27,G28,G29,G30,G31,G32,G33,G34,G35,G36,G37,G38,G39,G40,G41,G42,G43, AND THEIR RESPECTIVE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME IN Lot 2 in F. H. Bartlett's Palos Township Farms First Addition, a subdivision of the West 3/4 of the South 1/2 of the South 1/2 of the Northwest 1/4, also the West 33 feet of the East 1/4 of the said South 1/2 of the South 1/2 of the Northwest 1/4 of Section 1-37-12, also the West 3/4 (except the South 33 feet thereof) of the North 1/2 of the North 1/2 of the Southwest 1/4, and also the West 33 feet of the East 1/4 of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 1-37-12). Recorded February 25, 1941, Document No. 12629626 .

PIN: 23-01-304-015-0000

See attached

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EXHIBIT "A"
(REVISED)

**LEGAL DESCRIPTION
OF
THE HILLS CONDOMINIUMS**

UNITS 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 1J, 1K, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 2H, 2J, 2K, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3J, 3K, G1, G2, G3, G4, G5, G6, G7, G8, G9, G10, G11, G12, G13, G14, G15, G16, G17, G18, G19, G20, G21, G22, G23, G24, G25, G26, G27, G28, G29, G30, G31, G32, G33, G34, G35, G36, G37, G38, G39, G40, G41, G42, G43 AND THEIR RESPECTIVE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME IN Lot 2 in Ameritech Hickory Hills Resubdivision of Lot 2 in Block 3 in Frederick H. Bartlett's 95th Street and Robert's Road Subdivision of the West Half of the Southwest Quarter of the Southwest Quarter of Section 1, Township 37 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded on February 19, 1925, as document no. 8781516. Lying North of a line described as follows: beginning at a point in the West line of said Lot 2, said point being 22.30 feet North of the Southwest corner of said Lot 2, running thence East to a point in the East line of said Lot 2, said point being 22.00 feet North of the Southeast corner of said Lot 2, in Cook County, Illinois;

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EXHIBIT "B"
PERCENTAGE OWNERSHIP
TO
THE HILLS CONDOMINIUMS

UNIT NUMBER	PERCENT OF OWNERSHIP
1-A	.045%
1-B	.030%
1-C	.028%
1-D	.029%
1-E	.030%
1-F	.045%
1-G	.030%
1-H	.030%
1-J	.030%
1-K	.030%
2-A	.045%
2-B	.030%
2-C	.028%
2-D	.029%
2-E	.030%
2-F	.045%
2-G	.030%
2-H	.030%
2-J	.030%
2-K	.030%
3-A	.050%
3-B	.030%
3-C	.028%
3-D	.029%
3-E	.030%
3-F	.050%
3-G	.030%
3-H	.030%
3-J	.030%
3-K	.030%

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G-1	.0002%
G-2	.0002%
G-3	.0002%
G-4	.0002%
G-5	.0002%
G-6	.0002%
G-7	.0002%
G-8	.0003%
G-9	.0003%
G-10	.0003%
G-11	.0003%
G-12	.0003%
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G-31	.0003%
G-32	.0003%
G-33	.0003%
G-34	.0003%
G-35	.0003%

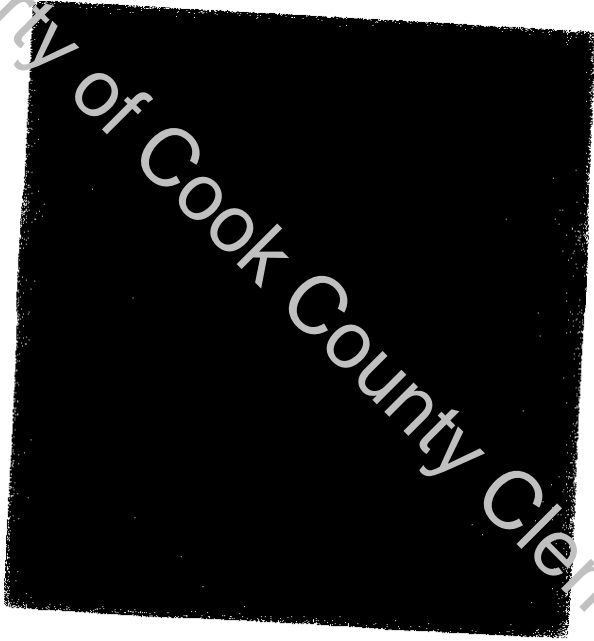
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G-36	.0003%
G-37	.0002%
G-38	.0002%
G-39	.0002%
G-40	.0002%
G-41	.0002%
G-42	.0002%
G-43	.0002%
TOTAL	1.00%

Property of Cook County Clerk's Office

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
Property of Cook County Clerk's Office



I CERTIFY THAT THIS
IS A TRUE AND CORRECT COPY
OF DOCUMENT # 1612118050

AUG-9 16


NOTARY PUBLIC


CLERK

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EXHIBIT

ATTACHED TO

Doc#: 1623729091 Fee: \$108.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/24/2016 02:56 PM Pg: 1 of 36



*35 pages
1 ~~PA~~ Exhibit*

198

Recorder's Office

DOCUMENT

SEE PLAT INDEX