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PLAT DOCUMENT 87341964

SECOND AMENDMENT TO THE DECLARATION
ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP FOR
"CLEARVIEW CONDOMINIUM VIII"
VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS

JUN 23 1987

#126.00

THIS SECOND AMENDMENT, made and entered into by CLEARVIEW CONSTRUCTION CORPORATION, an Illinois corporation, for convenience hereinafter referred to as the "Developer":

WITNESSETH THAT:

WHEREAS, the Developer has heretofore established by a Declaration recorded in the Office of the Recorder of Deeds, Cook County, Illinois on November 25, 1986 as Document No. 86-561674, and the First Amendment to the Declaration recorded in the Office of the Recorder of Deeds, Cook County, Illinois on June 1, 1987 as Document No. 87-294315, a plan of individual ownership of real property estates consisting of the area of space contained in each of the "Units" in certain multi-unit structures and the co-ownership by the individual and separate owners thereof as tenants in common of all the remaining real property which is therein defined as "Common Elements" all pursuant to the Condominium Property Act of the State of Illinois then in force; and

WHEREAS, said Declaration in Article XX, Paragraphs 1 through 29 thereof provides as follows:

ARTICLE XX

ADD-ON CONDOMINIUM

1. The Developer explicitly reserves an option to add additional property to the parcel submitted to the condominium under this Declaration.
2. The legal description of the land which may be added to the condominium (hereinafter referred to as Development Parcel) is legally described on Exhibit D to this Declaration.

This instrument prepared by:
John C. Voorn, Attorney at Law
12000 South Harlem Avenue
Palos Heights, IL 60463

General address of Property:
160th Place and South 84th Ave.
Tinley Park, IL 60477

Return to Box 360

P.I.N. #27-23-200-003 *w/1/2 NE 1/4*

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3. The parcel of real property which is legally described in Exhibit A attached hereto and which is submitted by this Declaration to the provisions of the Condominium Property Act of the State of Illinois and is covered by the plan of condominium ownership established by this Declaration, is hereinafter referred to as the Property.

4. The Development Parcel includes the Property and other parcels of land.

5. The Developer hereby reserves the right but shall be under no obligation to add on and annex to the Property all or any portion of the Development Parcel from time to time within a period of ten (10) years after the date of recording this Declaration, by recording an Amendment to the Declaration (each such instrument being hereinafter referred to as "Amendment") which shall set forth the legal description of the additional parcel or parcels within the Development Parcel to be annexed to the Property and which shall state the intention of the Developer thereby to submit said additional parcel or parcels to the provisions of the Condominium Property Act of the State of Illinois and the plan of condominium ownership established by this Declaration. Upon the recording of such Amendment the additional parcel or parcels therein described shall be deemed to be governed in all respects by the provisions of this Declaration and shall thereupon become part of the Property. All rights inuring to the Developer under this Declaration and Bylaws shall also inure to its respective successors and assigns.

6. Those portions of the Development Parcel which are not made part of the Property by this Declaration shall not be subject to any of the provisions of this Declaration and shall not be affected in any manner by the plan of condominium ownership established by this Declaration unless and until an Amendment is recorded annexing such portions to the Property as aforesaid. No rights of any character whatever of any Unit Owner shall attach to any portions of the Development Parcel unless and until an Amendment is recorded annexing such portions to the Property as aforesaid. Upon the expiration of said period of ten (10) years after the date of recording of this Declaration, no further portions of the Development Parcel which have not theretofore been made a part of or annexed to the Property, shall thereafter be annexed to the Property.

7. Each Amendment shall include an amended Exhibit A which shall amend Exhibit A hereto by setting forth the amended legal description of the Property including the additional parcel or parcels annexed thereto, as well as the separate legal description of such addition. The amended Exhibit A shall also contain amended plats of survey showing the boundaries of such addition

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and of the entire Property as amended, and delineating and designating in the manner herein prescribed the additional units to be constructed on such addition. All of such additions and improvements thereto, excepting the additional Units thereon (as defined herein), shall be deemed to be additional Common Elements hereunder.

8. Each Amendment 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 Amendment) allocated to each Unit (including all previous Units and the additional Units added by such Amendment).

9. Each Amendment shall also include an amended Exhibit C which shall amend Exhibit C hereto by setting forth the legal description for the individual Units added by such Amendment, as well as for all previous Units.

10. The percentages of undivided ownership interest in the Common Elements as amended by each Amendment, and as set forth in the Amended Exhibit B attached shall be determined and shifted in the following manner:

The Common Elements as amended by such Amendment shall be deemed to consist of:

(a) the Common Elements as existing immediately prior to the recording of such Amendment (hereinafter referred to as the "Existing Common Elements") and

(b) the Common Elements added by such Amendment (hereinafter referred to as the "Added Common Elements").

11. The Units as amended by such Amendment shall be deemed to consist of:

(a) the Units as existing immediately prior to the recording of such Amendment (hereinafter referred to as the "Existing Units") and

(b) the Units added by such Amendment (hereinafter referred to as the "Added Units").

12. The value of each of the Added Units, which value shall be determined by the Developer or its agents, whose determination shall be unconditionally conclusive for all purposes, sales price of any unit notwithstanding, shall be added to the aggregate value of the Existing Units as previously unconditionally conclusively determined by the Developer or its agents and the total

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thereof shall be deemed to be the new value of the Property. As a whole, the value of all units, both existing and added, shall be determined as of the date of recording of each such Amendment.

13. The percentages of undivided ownership interest, as amended and shifted by such Amendment, 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.

14. The Existing Units shall be entitled to their respective percentages of ownership, as amended and shifted and set forth in amended Exhibit B attached to such Amendment, in the Added Common Elements as well as in the Existing Common Elements.

15. 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.

16. Each and all of the provisions of this Declaration and the Exhibits attached hereto, as amended by such successive Amendments 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 the Added Common Elements as well as all Existing Common Elements.

17. The recording of an Amendment shall not alter or affect the amounts of any liens for common expenses due from any Existing Unit Owner prior to such recording, nor the respective amounts theretofore assessed to or due from Existing Unit Owners for common expenses or other assessments.

18. Adjustments to voting rights and changes in liability for Common Expenses shall similarly be recomputed upon the recording of each Amendment and shall be based on percentages of undivided ownership interest reflected in the Amendment.

19. 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 shifted and amended when an Amendment is recorded, in accordance with the respective percentage of undivided ownership interest in the Common Elements for such Existing Unit as set forth in the amended Exhibit B attached to such Amendment, and the lien of such mortgage shall automatically attach in such percentage to the Added Common Elements.

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20. 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, 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 Amendments as aforesaid which may amend and shift 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 hereinabove provided; and hereby further agree to each and all of the provisions of each and all of said Amendments which may hereafter be recorded in accordance with the foregoing provisions of this Declaration.

21. The Developer shall have all rights under the Condominium Property Act of the State of Illinois as amended, to amend and shift the percentages of undivided ownership interest in the Common Elements from time to time in accordance with each such Amendment recorded pursuant hereto, and the acceptance of each deed or other instrument with respect to any Unit shall be deemed to be confirmation of such rights.

22. The acceptance of each deed or other instrument with respect to any Unit shall, in addition to the foregoing, be deemed to constitute a consent and agreement to and acceptance and confirmation of each of the following provisions as though fully set forth in each deed or other instrument:

(a) that the respective percentage of undivided ownership interest in the Common Elements relating to each Unit shall be deemed thereby to be re-conveyed effective upon the recording of each such Amendment and re-allocated among the respective Unit Owners in accordance with the amended and shifted percentages set forth in each such Amendment;

(b) that such deed or other instrument shall be deemed given upon a conditional limitation to the effect that the respective percentages of undivided ownership interest in the Common Elements relating to such Unit shall be deemed divested pro tanto upon the recording of each such Amendment and vested in and re-allocated among the respective Unit Owners in accordance with the amended and shifted percentages set forth in each such Amendment;

(c) that, to the extent required for the purpose of so amending and shifting such percentage as aforesaid, a right of revocation shall be deemed reserved by the grantor of such deed

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or other instrument with respect to such percentage as granted therein;

(d) that such changes in the respective percentages of undivided ownership interests in the Common Elements as set forth in each such Amendment shall be deemed to be made by agreement of all Unit Owners, and shall also be deemed to be an agreement of all Unit Owners to such changes within the contemplation of the Condominium Property Act of the State of Illinois, as amended;

(e) that such Unit Owner by acceptance of the deed conveying his Unit agrees for himself and all those claiming under him, and including mortgagees, that this Declaration and each Amendment is and shall be deemed to be in accordance with the Condominium Property Act of the State of Illinois;

(f) that the Developer reserves the right to amend this Declaration in the manner set forth in this Article and each owner agrees to execute and deliver such documents as may be necessary or desirable to cause the provisions of this Article to comply with the Act as it may be amended from time to time;

(g) that the foregoing provisions of this Declaration and 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.

23. The Developer's right to annex any additional land shall terminate ten (10) years after the recording of this Declaration. If the option to annex additional land is exercised, then thereafter, any contracts for construction and delivery of such additional land and improvements thereon, shall contain a date for the completion of construction and delivery of such improvements and additional land.

24. The Development Parcel is legally described on Exhibit D attached hereto. Any part or parts of the Development Parcel may be annexed within the aforementioned ten (10) year period at such different times and in such order as the Developer determines. Each parcel added to the Property via an Amendment will consist of a portion of the Development Parcel. Developer proposes to construct a total of one hundred sixty-five (165) condominium units on the Development Parcel, of which thirty-two (32) units

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will be constructed on the Property submitted via this Declaration, the option being reserved to submit the remainder of the units via subsequent Amendments to this Declaration.

25. Attached hereto as explanatory material is Exhibit E which is the CLEARVIEW CONDOMINIUM VIII proposed address map and reflects the (1) proposed general locations of units and buildings with reference to the Development Parcel, (2) proposed unit addresses.

26. The buildings which will contain the additional units, and the additional units themselves, shall be constructed in such a manner so as to be compatible with the use, density, configuration and architectural style of the Property and the existing buildings.

27. There shall be an appurtenant easement over and on the common elements for the benefit of the Developer, its agents, successors and assigns for the purpose of making improvements and constructing buildings and units on the additional land, and for the purpose of doing whatever is reasonably necessary and proper in conjunction therewith.

28. No provision of this Declaration shall be construed to be binding upon or obligate the Developer to exercise the option to make additions to the Property, and the additional land forming a part of the Development Parcel on Exhibit D shall not be bound thereby.

29. Any Amendment to this Declaration adding additional land may contain such complementary additions and modifications of the provisions of this Declaration affecting the additional land which are necessary to reflect the differences in character, if any, of the additional land and the improvements thereto. In no event, however, shall any such Amendment to a Declaration revoke, modify or add to the covenants established by the Declaration for the Property already subject to the Declaration.

WHEREAS, the Developer, as the legal titleholder of the parcel submitted to the Condominium under this Second Amendment, hereby amends said Declaration pursuant to the provisions hereof.

NOW THEREFORE, said Developer, legal owner of the parcel of real property in Cook County, Illinois, legally described on the plat of survey entitled SECOND AMENDED EXHIBIT "A" attached

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hereto, submits said parcel of real property to the provisions of the Condominium Property Act of the State of Illinois and to the provisions of the aforesaid Declaration and hereby makes this Declaration (hereinafter referred to as Second Amendment to the Declaration) as to divisions, covenants, restrictions, limitations, conditions, and uses to which the said real property and improvements thereon may be put hereby specifying that the Second Amendment to the Declaration shall constitute covenants to run with the land and shall be binding on said Developer, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns:

1. Developer, hereby adopts by reference and submits the said parcel to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for "Clearview Condominium VIII" recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 25, 1986 as Document No. 86-561674, and to the First Amendment to the Declaration recorded in the Office of the Recorder of Deeds, Cook County, Illinois on June 1, 1987 as Document No. 87-294315, and makes said documents a part hereof, as if set forth herein at length.
2. Developer pursuant to its rights, power and authority as provided in the Condominium Property Act of the State of Illinois and the said Declaration, hereby as fee owner of the parcel described on the Second Amended Exhibit "A", adds on and annexes to the now existing Property, defined as set forth in the said Declaration, the additional Property with improvements legally described on the Second Amended Exhibit "A", said added Property being a part of the Development Parcel set forth in the Declaration.
3. Developer, pursuant to the provisions of the said Declaration, hereby amends Exhibit "A" to said Declaration by adding to it, new sheet 1 and sheets 8 thru 11 inclusive. Upon the recording of this SECOND AMENDMENT TO THE DECLARATION, the Property shall consist of the parcel described on Exhibit "A" to the Declaration, the parcel described on the FIRST AMENDED EXHIBIT "A", and the parcel described on the SECOND AMENDED EXHIBIT "A" attached hereto.
4. Developer, pursuant to the provisions of said Declaration, hereby amends Exhibit "B" to said Declaration by substituting therefor the SECOND AMENDED EXHIBIT "B" attached hereto.
5. Developer, pursuant to the provisions of said Declaration, hereby amends Exhibit "C" to said Declaration by substituting therefor the SECOND AMENDED EXHIBIT "C" attached hereto.

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This SECOND AMENDMENT to the Declaration shall be effective upon the date of its recording.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed this 18TH day of June, 1987.

CLEARVIEW CONSTRUCTION CORPORATION,
an Illinois Corporation, DEVELOPER

By *Peter Voss*
PETER VOSS, PRESIDENT

ATTEST: *Peter Voss*
PETER VOSS, JR., SECRETARY



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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, JOHN C. VOORN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PETER VOSS, personally known to me to be the President of Clearview Construction Corporation, an Illinois corporation, and PETER VOSS, JR., personally known to me to be the Secretary of said corporation 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 they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and deed of corporation, for uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18TH day of June, 1987.



John C. Voorn

NOTARY PUBLIC

My commission expires January 24, 1990.

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SECOND AMENDED EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY UNDER THE SECOND AMENDMENT TO THE DECLARATION:

Lot 72 and 74 in Eagle Ridge Estates Unit 1 a Subdivision of part of the West Half of the Northeast Quarter of Section 23, Township 36 North, Range 12, East of the 3rd Principal Meridian, Cook County, Illinois.

TOGETHER WITH

Part of Lot 71 described as follows: Beginning at the Northwest corner of Lot 71, thence Southeasterly along the Westerly line of said Lot 71, along a curve to the right, having a radius of 506.00', an arc distance of 249.53', thence S. 89° 38' 30" E., 107.34'; thence N. 0° 21' 30" E., 150.00' thence S. 89° 38' 30" E., 310.84', to the East line of said Lot 71, thence N. 3° 06' 10" E., along said East line, 110.13' to the North line of said Lot 71; thence N. 89° 38' 30" W. along said North line 443.49' to a point of curve; thence along a curve to the left, having a radius of 200.00', an arc distance of 80.37' to the point of beginning. And all of Lot 76 in Eagle Ridge Estates Unit 2 a Subdivision of part of the West Half of the Northeast Quarter of Section 23, Township 36 North, Range 12, East of the 3rd Principal Meridian, Cook County, Illinois.

LEGAL DESCRIPTION OF AMENDED PARCEL ADDED TO PROPERTY VIA SECOND AMENDMENT TO THE DECLARATION:

Part of Lot 71 and 76 in Eagle Ridge Estates Unit 2 a Subdivision of part of the West Half of the Northeast Quarter of Section 23, Township 36 North, Range 12, East of the 3rd Principal Meridian, Cook County, Illinois, described as follows: Commencing at the Northwest corner of Lot 71, thence Southeasterly along the Westerly line of said Lot 71, along a curve to the right having a radius of 506.00', an arc distance of 98.75' to the South line of the North 110.00' of Lot 71, to the Point of Beginning; thence continuing along said curve an arc distance of 150.78'; thence S. 89° 38' 30" E., 107.34'; thence N. 0° 21' 30" E., 150.00' to the South line of the said North 110.00' of Lot 71; thence N. 89° 38' 30" W. along said South line of the North 110.00', a distance of 116.00' to the Point of Beginning. And Lot 76, except that part described as follows: Beginning at the Northwest corner of Lot 76, thence S. 13° 30' 00" E., along the Westerly line of Lot 76, a distance of 97.87'; thence S. 9° 14' 37" W., 30.00'; thence N. 77° 37' 00" E., 186.60' to a point on a curve, said point being on the Easterly line of Lot 76 thence Northwesterly along said Lot 76, along a curve to the Left having a radius of 446.00', an arc distance of 158.73' to the point of tangency; thence S. 67° 20' 00" W., 180.10' to the Point of Beginning.

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SECOND AMENDED EXHIBIT "B"

CLEARVIEW CONDOMINIUM VIII

The percentages of the undivided interests in the Common Elements allocated to each unit (which percentages shall be subject to change in the event parcels are hereafter annexed or added to the condominium ownership, as provided in the Declaration) are as follows:

<u>Unit Number</u>	<u>Percentage of Common Element Interest</u>
1-71	1.262%
2-71	1.202%
3-71	1.202%
4-71	1.262%
5-71	1.262%
6-71	1.202%
7-71	1.202%
8-71	1.262%
9-71	1.262%
10-71	1.202%
11-71	1.262%
1-72	1.262%
2-72	1.202%
3-72	1.202%
4-72	1.262%
5-72	1.411%
6-72	1.352%
7-72	1.352%
8-72	1.411%
9-72	1.411%
10-72	1.352%
11-72	1.411%
12-72	1.262%
13-72	1.202%
14-72	1.202%
15-72	1.262%
16-72	1.411%
17-72	1.352%
18-72	1.352%
19-72	1.411%
20-72	1.262%
21-72	1.202%
22-72	1.261%

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SECOND AMENDED EXHIBIT "B" CONTINUED

CLEARVIEW CONDOMINIUM VIII

The percentages of the undivided interests in the Common Elements allocated to each unit (which percentages shall be subject to change in the event parcels are hereafter annexed or added to the condominium ownership, as provided in the Declaration) are as follows:

<u>Unit Number</u>	<u>Percentage of Common Element Interest</u>
1-74	1.411%
2-74	1.352%
3-74	1.352%
4-74	1.411%
5-74	1.262%
6-74	1.202%
7-74	1.262%
8-74	1.262%
9-74	1.202%
10-74	1.262%
1-76	1.411%
2-76	1.352%
3-76	1.352%
4-76	1.411%
5-76	1.411%
6-76	1.352%
7-76	1.411%
8-76	1.411%
9-76	1.352%
10-76	1.352%
11-76	1.411%
12-76	1.262%
13-76	1.202%
14-76	1.202%
15-76	1.262%
16-76	1.411%
17-76	1.352%
18-76	1.411%
19-76	1.262%
20-76	1.202%
21-76	1.262%

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SECOND AMENDED EXHIBIT "B" CONTINUED

CLEARVIEW CONDOMINIUM VIII

The percentages of the undivided interests in the Common Elements allocated to each unit (which percentages shall be subject to change in the event parcels are hereafter annexed or added to the condominium ownership, as provided in the Declaration) are as follows:

<u>Unit Number</u>	<u>Percentage of Common Element Interest</u>
22-76	1.411%
23-76	1.352%
24-76	1.352%
25-76	1.411%
26-76	1.411%
27-76	1.352%
28-76	1.352%
29-76	1.411%
30-76	1.412%
31-76	1.352%
32-76	1.352%
33-76	1.411%
TOTAL	100.000%

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SECOND AMENDED EXHIBIT "C"

LEGAL DESCRIPTION OF UNITS

The legal description of the individual units to be individually conveyed pursuant to this Declaration shall consist of the identifying number of each Unit as shown on the Plat attached hereto as Exhibit "A", together with a reference to this Declaration and said Plat, and showing the document number as follows:

UNITS 1-71, 2-71, 3-71, 4-71, 5-71, 6-71, 7-71, 8-71, 9-71, 10-71, 11-71; 1-72, 2-72, 3-72, 4-72, 5-72, 6-72, 7-72, 8-72, 9-72, 10-72, 11-72, 12-72, 13-72, 14-72, 15-72, 16-72, 17-72, 18-72, 19-72, 20-72, 21-72, 22-72; 1-74, 2-74, 3-74, 4-74, 5-74, 6-74, 7-74, 8-74, 9-74, 10-74; 1-76, 2-76, 3-76, 4-76, 5-76, 6-76, 7-76, 8-76, 9-76, 10-76, 11-76, 12-76, 13-76, 14-76, 15-76, 16-76, 17-76, 18-76, 19-76, 20-76, 21-76, 22-76, 23-76, 24-76, 25-76, 26-76, 27-76, 28-76, 29-76, 30-76, 31-76, 32-76, 33-76

in CLEARVIEW CONDOMINIUM VIII as delineated on a survey of the following described real estate:

That part of the West half of the Northeast quarter of Section 23, Township 36 North, Range 12 and certain lots in Eagle Ridge Estates Unit 1, a subdivision of part of the West half of the Northeast quarter of Section 23, Township 36 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois,

which survey is attached as Exhibit "A" to Declaration of Condominium made by CLEARVIEW CONSTRUCTION CORPORATION, an Illinois corporation, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document Number 86-561674 together with its undivided percentage interest in the Common Elements.

This instrument prepared by:

JOHN C. VOORN
DE BRUYN, LOCKIE, VOORN & TAYLOR, LTD.
12000 South Harlem Avenue
Palos Heights, IL 60463

Return to: Box 360

John C. Voorn
(15)

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