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LAND TITLE COMPANY
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SPECIAL AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE HEARTWOOD
FARMS CONDOMINIUM UMBRELLA ASSOCIATION

Property of Cook County Clerk's Office

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COOK COUNTY RECORDER

This instrument was prepared by
and, after recording, return to:

Irwin E. Leiter, Esq.
FEIWELL, GALPER & LASKY, LTD.
30 N. LaSalle Street
Suite 2400
Chicago, Illinois 60602
312/782-4844

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PROPERTY INDEX NUMBERS

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SPECIAL AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE HEARTHWOOD FARMS CONDOMINIUM
UMBRELLA ASSOCIATION DECLARATION

THIS SPECIAL AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for the Hearthwood Farms Condominium Umbrella Association (hereinafter referred to respectively as the "Amendment" and the "Umbrella Declaration") is executed by PARKWAY BANK AND TRUST COMPANY, not individually, but as Trustee under Trust Agreement dated June 26, 1989 and known as Trust No. 9346 (hereinafter referred to as "Declarant") and the Hearthwood Farms Condominium Umbrella Association, an Illinois not-for-profit corporation (hereinafter referred to as the "Association") as said terms are defined in the Umbrella Declaration.

W I T N E S S E T H:

WHEREAS, U.S. Home Corporation, a Delaware corporation, as Original Declarant, recorded the Umbrella Declaration on December 11, 1981 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 26083806; and

WHEREAS, Declarant has assumed the rights, powers and responsibilities of the Original Declarant under the Umbrella Declaration by agreement between Original Declarant and Declarant and pursuant to Article I, Section 8 of the Umbrella Declaration whereby Declarant is to continue development of the

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Development Area (as defined in the Umbrella Declaration and as further defined hereinbelow); and

WHEREAS, in Article XIII, Section 9 of the Umbrella Declaration, the Declarant reserved the rights and power to annex, add, submit and subject to the provisions of the Umbrella Declaration any part or all of the Development Area, as described in Exhibit "A" to the Umbrella Declaration; and in Exhibit "A" attached hereto; and

WHEREAS, Declarant has and desires to continue to exercise the rights and powers reserved in Article XIII, Section 9 of the Umbrella Declaration to annex, add, submit and subject certain real estate, which was originally part of the Development Area, to the provisions of the Umbrella Declaration; and

WHEREAS, according to said Article XIII, Section 9 of the Umbrella Declaration, the Declarant's power and authority to unilaterally amend the Umbrella Declaration to add the Development Area was to expire within seven (7) years of the date of the Umbrella Declaration, said Declaration being dated December 10, 1981; and

WHEREAS, although said term has expired the parties desire Declarant to finish adding the Development Area as originally contemplated in the Umbrella Declaration according to the terms and conditions as hereinafter set forth; and

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WHEREAS, according to the provisions of Article XIII, Section 1 of the Umbrella Declaration, the Umbrella Declaration may be amended by an instrument in writing executed by the Owners representing not less than seventy-five percent (75%) of the outstanding membership votes of all present Members of the Association; and

WHEREAS, such requisite number of Owners as Members of the Association consent to this Amendment.

NOW, THEREFORE, in consideration of the above Recitals, the Declarant and the Association hereby declare that the Umbrella Declaration is amended as follows:

1. Terms. All terms used herein shall have the meanings set forth in the Umbrella Declaration.

2. Extension of Time to Add Property. Article XIII, Section 9 of the Umbrella Declaration is hereby amended to state that the Declarant or its successors and assigns shall have the power and authority to unilaterally amend the Umbrella Declaration to add portions of the Development Area and Common Areas for a period of nine (9) years, rather than seven (7) years, to thus expire on December 10, 1990.

3. Right to Add Only Certain Property. The Declarant shall only have the right to add portions of the Development Area to the Umbrella Declaration as condominium units and add to the Common Area of the Association, and not add any other property that was not originally part of and described in

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Exhibit "A" to the Umbrella Declaration, being Exhibit "A" as attached hereto.

4. Covenants to Run with Land. The covenants, conditions, restrictions and easements contained in the Umbrella Declaration, as amended by this Amendment, shall run with and bind the Premises.

5. Continuation. As expressly hereby amended, the Umbrella Declaration shall continue in full force and effect in accordance with its terms and except as herein specifically amended, the Umbrella Declaration is ratified and confirmed. In the event of any inconsistency between this Amendment and the Umbrella Declaration, this Amendment shall control.

6. Signature by Trustee. Anything in this Amendment to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements of the Trustee of Declarant, while in form purporting to be the representations, covenants, undertakings and agreements of the Trustee, are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein. This Amendment is executed and delivered by the Trustee, not in its

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own right, but solely in the exercise of the powers conferred upon it as such Trustee. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the PARKWAY BANK AND TRUST COMPANY, either individually or as Trustee on account of this Amendment or on account of any representation, covenant, undertaking or agreement of the Trustee contained in this Amendment, either expressed or implied, all such personal liability, if any, being expressly waived and released by all parties having an interest in the Premises and by all persons claiming by, through or under any such parties.

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IN WITNESS WHEREOF, the Declarant and
the Hearthwood Farms Condominium
Umbrella Association have caused this instrument to be executed
this 18th day of September, 1989.

PARKWAY BANK AND TRUST COMPANY, as
Trustee as aforesaid and not
personally

By: [Signature]
Its: Vice President & Trust Officer
Ass't

ATTEST:

By: [Signature]
Its: Assistant Secretary
Vice President & Ass't, Trust Officer

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rosanna DeRosa Trust Officer & Assistant, Vice President of PARKWAY BANK AND TRUST COMPANY, and Rosemary Galluzzo, Assistant V.P. ~~SECRETARY~~ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Vice President ~~SECRETARY~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice President ~~SECRETARY~~ then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

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GIVEN under my hand and Notarial Seal this 18th day of September, 1989.

OFFICIAL SEAL
GLORIA WIELGOS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG 25, 1991

[Signature]
Notary Public

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CONSENT OF MORTGAGEE

PARKWAY BANK AND TRUST COMPANY, a national banking association, holder of a mortgage encumbering the Properties dated August 21, 1987 and recorded on September 12, 1987 as Document No. 87428079, hereby consents to the execution and recording of the within Amendment and agrees that its lien shall be subject to the provisions of the Amendment and Umbrella Declaration.

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY has caused this instrument to be signed by its duly authorized officers on its behalf.

DATED this 19 day of September, 1989.

PARKWAY BANK AND TRUST COMPANY, a national banking association

(S E A L)

By: [Signature]
Its: President

ATTEST:

By: [Signature]
Its: Notary Public

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EXHIBIT "A"

Legal Description

That part of the Southeast Quarter of Section 35, Township 41 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence Easterly along the South line of said Southeast Quarter, a distance of 409.81 feet for the place of beginning; thence Easterly along the South line of said Southeast Quarter, a distance of 1512.4 feet to a point on a line that is 15.0 feet Westerly of (measured at right angles thereto) and parallel with the West line of Lot 1 in Bartlett Industrial Park, a subdivision of part of the Southeast Quarter of Section 35, and part of the Southwest Quarter of Section 36, Township and Range aforesaid; thence Northerly along said parallel line, a distance of 780.29 feet to the Southerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Northerly along said Southern right of way line, a distance of 1564.26 feet; thence Southerly, a distance of 1064.14 feet to the place of beginning.

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EXHIBIT 1

THE HEARTHWOOD FARMS CONDOMINIUM UMBRELLA ASSOCIATION DIRECTORS RESOLUTION

The undersigned, being the President and Secretary of the Hearthwood Farms Condominium Umbrella Association (the "Association") hereby adopt the following resolution upon the consent of the Board of Directors of the Association at a meeting duly called and held on this 10th day of August, 1989 at 7:30 p.m., at the Sales Office of McGill Management Company, located at Hearthwood Farms in Bartlett, Illinois, pursuant to the Illinois Not-For-Profit Corporation Act:

WHEREAS, it has been proposed that Article XIII, Section 9 of the Declaration of Covenants, Conditions and Restrictions for the Hearthwood Farms Condominium Umbrella Association (the "Declaration") be amended by way of a Special Amendment (the "Amendment") to state that Parkway Bank and Trust Company, as Trustee, under Trust No. 9346, as successor declarant under the Declaration (as said term is defined in the Declaration) be allowed additional time to add property to the development area (as said term is defined in the Declaration), specifically that property known as Hearthwood Farms Phases IV and VII, until December 10, 1990; and

WHEREAS, the consent of the Association has been requested to approve or disapprove of said Amendment; and

WHEREAS, the requisite number of votes, either by presence or proxy, to institute a quorum are present at said meeting, being 174 out of 204 units; and

WHEREAS, 170 votes were cast for consenting to the Amendment and 4 votes were cast against consenting to the Amendment and thus 75% of the requisite number of votes have been cast to consent to the Amendment, whereupon the Board of Directors of the Association unanimously approved of this Resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Association hereby consents to the execution of the Amendment to allow Parkway Bank and Trust Company, as Trustee under Trust No. 9346 as successor Declarant under the Declaration up to December 10, 1990, to add that property known as Hearthwood Farms Phases IV and VII to the Development Area of Hearthwood Farms.

2. The President and the Secretary of the Association be and are hereby authorized to execute and deliver for and on behalf of the Association any and all additional documents as they may deem necessary or appropriate in order to implement and carry out the intent and purpose of this Resolution.

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IN WITNESS WHEREOF, the undersigned have executed this Resolution to be filed as part of the Minutes of the Association as of the day and year above first written.

THE HEARTHWOOD FARMS CONDOMINIUM
UMBRELLA ASSOCIATION

By: /s/ Thomas Schru
President

ATTEST:

By: /s/ Joan Ginco
Secretary

DATED: August 20, 1989

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CERTIFICATION

I, IRWIN E. LEITER, Vice President of Hearthwood Farms Condominium Association, an Illinois not-for-profit corporation, organized and existing under the laws of the State of Illinois, hereby certify that the resolution attached hereto as Exhibit 1 is a true and correct copy of a Resolution adopted by the Board of Directors of said Corporation at a meeting duly called and held on the 10th day of August, 1989 at 7:30 p.m., at which a quorum was duly present by presence or by proxy and that said Resolution has not been modified or rescinded and is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this 20th day of September, 1989.

THE HEARTHWOOD FARMS CONDOMINIUM
UMBRELLA ASSOCIATION

By: _____

IRWIN E. LEITER

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Property Address:

Lot 39 - 691 and 699 Greenfield, Bartlett, Illinois 60103

Lot 38 - 675 and 693 Greenfield, Bartlett, Illinois 60103

Lot 37 - 690 and 698 Greenfield, Bartlett, Illinois 60103

Lot 36 - 674 and 682 Greenfield, Bartlett, Illinois 60103

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