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FIRST AMENDMENT TO THE DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR "EVERGREEN OF CRESTWOOD CONDOMINIUMS" VILLAGE OF CRESTWOOD, COCK COUNTY, ILLINOIS

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THIS FIRST AMENDMENT, made and entered into by FIRST NATIONAL BANK OF EVERGREEN PARK, an Illinois banking corporation as Trustee under the provisions of that certain Trust Agreement dated June 21, 1989 and known as Trust No. 10736, and not individually, for convenience hereinafter referred to as the "Declarant":

WITNESSITH THAT:

WHEREAS the Declarant has heretofore established by a Declaration recorded in the Office of the Recorder of Deeds, Cook County, Illinois on May 17, 1990 as Document No. 90-229963, 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 28 thereof provides as follows:

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ADD-ON CONDOMINIUM

- The Declarant and/or 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 was prepared by: General address of property: 15252 South Harlem Avenue Orland Park, IL 60462

Return to Box 360

James E. De Bruyn, Atty At Law 13248 and 13256 W. Circle Drive Parkway Crestwood, IL 60445

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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 Declarant 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 arrexed to the Property and which shall state the intention of the Caclarant 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 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 Declarant under this Declaration and By Laws 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 and 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 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 (bereinafter 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 Declarant and/or 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 Declarant and/or Developer or its agents and the total 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

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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.
- 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

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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 Declarant 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 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;

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- (f) that the Declarant 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 Declarant's right to annex any additional land shall terminate ten (10) years after the recording of this Declaration. If the option to a mex 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 (19) year period at such different times and in such older as the Declarant and/or Developer determines. Each parcel added to the Property via an Amendment will consist of a portion of the Development Parcel. Declarant proposes to construct a total of ninety-six (96), of which twelve (12) condominium units and twelve (12) garage units 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. 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.
- 26. There shall be an appurtenant easement over and on the common elements for the benefit of the Declarant, 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.
- 27. No provision of this Declaration shall be construed to be binding upon or obligate the Declarant 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.
- 28. 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

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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.

NOW THEREFORE, Declarant, legal owner of the parcels of real property in Cook County, Illinois, legally described on the plats of survey attached hereto as FIRST AMENDED EXHIBIT "A", submits said parcels 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 First Amendment to the Declaration) as to provisions, covenants, restrictions, limitations, conditions, and uses to which the said real property and improvements thereon may be put hereby specifying that the Amendment to the Declaration shall constitute covenants to run with the land and shall be binding on said Declarant, 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. Declarant, hereby alopts by reference and submits the said parcel to the Declaration of Condominium Ownership and By-laws, Easements, Restrictions and covenants for "EVERGREEN OF CRESTWOOD CONDOMINIUMS" recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 17, 1990, 35 Document No. 90-229963 and makes said document a part hereof, as if 52% forth herein at length.
- 2. Declarant 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 parcels described on the First 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 First Amended Exhibit "A", said added Property being a part of the Development Parcel set forth in the Declaration.
- 3. Declarant pursuant to the provisions of the said Declaration hereby amends Exhibit A to said Declaration by adding to it, a new sheet entitled First Amended Exhibit "A". Upon the recording of this FIRST AMENDMENT TO THE DECLARATION, the Property shall consist of the parcel described on Exhibit A to the Declaration and the parcel described on the First Amended Exhibit A.
- 4. Declarant, pursuant to the provisions of said Declaration, hereby amends Exhibit "B" to said Declaration by substituting therefor the FIRST AMENDED EXHIBIT "B" attached hereto.
- 5. Declarant, pursuant to the provisions of said Declaration, hereby amends Exhibit "C" to said Declaration by substituting therefor the FIRST AMENDED EXHIBIT "C" attached hereto.

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

This instrument is executed by the FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and FIRST NATIONAL BANK OF EVERGREEN PARK hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this instrument that FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee aforesaid, and not personally, has joined in the execution of this instrument for the sole purpose of subjecting the titleholding interest in the trust estate under said Trust No. 10736, to the terms of this instrument; and that any and all obligations, duties and covenants and agreements of every nature herein set forth by FIRST NATIONAL BANK OF EVERGREEN PARK, said Trustee aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 10736, of its successor and not by FIRST NATIONAL BANK OF EVERGREEN PARK personally; and further, that no duties shall rest upon FIRST NATIONAL BANK OF EVERGREEN PARK, either personally or as Trustee, to sequester trust assets, rentals, avails, or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation express or implied arising under the terms of this instrument, except where said Trustee is acting pursuant to Direction as provided by the terms of said Trust No. 10736, and after the Trustee has first been supplied with funds for that purpose. event of a conflict between the terms of this paragraph and the remainder of the instrument or any question of apparent liability or obligation resting upon said Trustee//the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, the said FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee aforesaid and not individually, has caused its corporate seal to be affixed herein and has caused its name to be signed to these presents by its Senox Vice President and Trust Officer and attested by its Hand Trust Officer this 4th day of January 1991.

FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee aforesaid, and not individually

Sexior Vice President and Trust
Officer

ATTEST:

Danatomisto Administration (i)

Assistant Trust Officer

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STATE OF ILLINOIS )
) SS. COUNTY OF C O O K )
I, undersigned , a Notary Public in and for said
County, in the State aforesaid, do hereby certify that Franklin Sellers
, SHINEY Vice President and Trust Officer of FIRST
NATIONAL BANK OF EVERGREEN PARK, and <u>Reject J. Mayor Assistant Trust Officer</u> kandex Tous to Market of Said Bank, personally known to me to be
the same persons whose names are subscribed to the foregoing
instrument, as such samion Vice President and Trust Officer and kand
Trust xkdolristrater, respectively appeared before me this day in
person, and severally acknowledged that they signed and delivered the
said instrument as their free and voluntary act of said Bank, for the
uses and purposes therein set forth; and the said mand Trust
Custodian of the Corporate Seal of said Bank, did affix the said
Corporate Seal of said Bank to said instrument as the own free and
voluntary act of said Mank, for the uses and purposes therein set
forth.
CTVTV under my hand and whenial and thin (at day of
GIVEN under my hand and notarial seal this 4th day of January , 19 91.
O The Public
nccary Public
My Commission Expires:
DEBORAH M. NAVARRETA
Notary Public. State of Illinois
My Commission Expires 10/15/91
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O.,
Notary Public. State of Illinois My Commission Expires 10/15/91



#### FIRST AMENDED EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY SUBMITTED UNDER THE FIRST AMENDMENT TO THE DECLARATION:

Lots 4 and 5 in Evergreen of Crestwood Unit Two being a resubdivision of part of Lots 25 and 26 in Arthur T. McIntosh and Company's Cicero Avenue Farms, being a subdivision of part of the South half of the Southeast quarter of Section 33, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

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

Lots 2 and 3 in Unit One and Lots 4 and 5 in Unit Two of Evergreen of Crestwood being a resubdivision of part of Lots 25 and 26 in Arthur T. McIntosh and Company's Cicero Avenue Farms, being a subdivision of part of the South half of the Southeast quarter of Section 33, Township 30 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

This Exhibit will also contain plats of survey which in addition to setting forth the legal description of the parcels of real property to be submitted under this Declaration, will show the surveyed boundaries of such parcels.

Exhibit A will also show the location, within the parcels, of the units to be submitted to the Condominium Troperty Act.

#### FIRST AMENDED EXHIBIT "B"

#### EVERGREEN OF CRESTWOOD CONDOMINIUMS

The percentage of the undivided interests in the Common Elements allocated to each unit (which percentage 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:

UNIT NUMBER	ELEMENT INTEREST	UNIT NUMBER	ELEMENT INTEREST
201	1.9229	G213	.1661
202	1.8893	G214	.1661
203	1.9229	G215	.1661
204	1.8893	G216	.1661
205	1.9561	G217	.1661
206	1.9229	G218	.1661
207	0,1.9561	G219	.1661
208	1.9229	G220	.1661
209	.9229	G221	.1661
210	1.6893	G222	.1661
211	1.9229	G223	.1661
212	1.8893	G224	.1661
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301	1.9229	G313	.1661
302	1.8893	G314	.1661
303	1.9229	G315	.1661
304	1.8893	G316	.1661
305	1.9561	G317	.1661
306	1.9229	G/18	.1661
307	1.9561	G319	.1661
308	1.9229	G320	.1661
309	1.9229	G321	. 1661
310	1.8893	G322	.1661
311	1.9229	G323	.1661
312	1.8893	G124	.1661
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401	1.9229	G413	1661
402	1.8893	G414	.3661
403	1.9229	G415	.1661
464	1.8893	G416	.1661
405	1.9561	G417	.1661
406	1.9229	G418	.1661
407	1.9561	G419	.1661
408	1.9229	G420	.1661
409	1.9229	G421	.1661
410	1.8893	G422	.1661
411	1.9229	G423	.1661
412	1.8893	G424	.1661

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#### FIRST AMENDED EXHIBIT "B" CONTINUED

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1.8893	GJ24	
	1.8893 1.9229 1.8893 1.9561	1.8893 G514 1.9229 G515 1.8893 G516 1.9561 G517 1.9229 G518 1.9561 G519 1.9229 G520 1.9229 G521 1.8893 G522 1.8893 G523

Condominium Units: Garage Units: 92.0272% · OCOUNTY CARYS OFFICE

Total:

100.000\$

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#### FIRST 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 Building and Unit identifying number, 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 201, 202, 203, 204, 205, 296, 207, 208, 209, 210, 211, 212, 5213, G214, G215, G216, G217, G218, G219, G220, G221, G222, G223, G224, 301, 302, 303, 304, 305, 306, 307, 308, 309, 3/9, 311, 312, G313, G314, G315, G316, G317, G318, G319, G320, G321, G322, G323, G324, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, G413, G414, G415, G418, G417, G418, G419, C420, G421, G422, G423, G424, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, G513, G514, G515, G516, G517, G518, G519, G520, G521, G522, G523, and G524 in Evergreen of Crestyrod Units One and Two being a resubdivision of part of Lot 25 and 26 in Arthur T. McIntosh and Company's Cicero Avenue Farms being a subdivision of part of the South 1/2 of the Southeast 1)4 of Section 33, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, according to the Declaration of Condominium made by the First National Bank of Lvergreen Park, Trustee under the provisions of that certain Trust Agreement dated June 21, 1989 and known as Trust No. 10736, recorded in the office of the Recorder of Deeds, Cook County, Illinois as Document No. 90,229,963 as amended from time to time together with its TO. individual percentage interest in the common elements.

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#### ENHIBET "D"

The legal description of the entire Development Parcel as defined in Article NX of the Declaration lies below.

This Development Parcel will include the Property (being the first parcel simitted to the condominium plan legally described in Exhibit "A").

The remaining portions of the Development Parcel day be annexed to the Property by Amendments to the Declaration as provided in Article XX of this Declaration.

#### DEVENDABAL SARCE

Lous 1, 2 and 3 in Evergreen of Crestwood Unit One being a resubdivision of part of Lots 25 and 26 in Arthur T. McIntosh and Company's Cicary Avenue Farms, being a subdivision of part of the South half of the Southeast quarter of Section 33, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

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Lots 25 and 26 in Artifal T. MoIntosh and Company's Cicero Avenue Farms (except that portion couprising Lots 1, 2 and 3 in Evergreen of Crestwood Unit One) being a subdivision of part of the South half of the Southeast quarter of Section 33, Tomship 37 North, Range 13, East of the Third Principal Meridian in Cook Carry, Illinois.

of which the following is the legal description of the "Property" submitted to this Declaration:

Lots 2 and 3 in Evergreen of Crestwood Unit One being a resubdivision of part of Lots 25 and 26 in Artist 7, McIntosh Company's Cicero Avenue Farms, being a subdivision of part of the South half of the Southeast quarter of Section 33, Township 30 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

This instrument prepared by: JAMES E. DE BRUYN Attorney at Law DE BRUYN, LOCKIE, VOORN & TAYLOR LID. 15252 S. Harlem Avenue Orland Park, IL 60462

(708) 532-3223

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