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AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS FOR

THE TAMPIER OF PALOS PARK HOMEOWNERS ASSOCIATION

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This document is recorded for the purpose of amending the Declaration of Covenants, Conditions, Easements and Restrictions (hereinafter the "Declaration") for THE TAMPIER OF PALOS PARK HOMEOWNERS ASSOCIATION (hereinafter the "Association"), which Declaration was recorded on June 22, 1989, as Document No. 89265868 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereinafter the "Property") legally described in Exhibit "A, which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to the provisions of Section 10.4 of the aforesaid Declaration. Said section provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is signed and acknowledged by all owners and first mortgagees.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to clarify certain provisions in the Declaration and to add two Lots to the Association; and

WHEREAS, the amendment has been approved in writing by the acknowledged signatures of all owners and first mortgagees, in compliance with Section 10.4 and Section 7.1 of the Declaration.

NOW, THEREFORE, the Amended Declaration of Covenants, Conditions, Easements and Restrictions for The Tampier of Palos Park Homeowners Association is hereby amended in accordance with the text which follows:

1. Section 1.4 is hereby deleted and replaced with the following:

"Section 1.4. Common Areas shall mean and refer to all real estate property and improvements thereon owned, or to be owned or maintained by the Association for the common use and enjoyment of all members of the Association including, but not limited to, Outlot B, Frances Lane (a private street and not a dedicated street) Ten-Foot (10 ft.) Utility and Drainage Easement, Twenty-Foot (20 ft.) Utility and Drainage Easement, Fifteen-Foot (15 ft.) Drainage and Storm Water Detention

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Box 538

Return to:

William Hoebe

5041 W. 95th St

Oak Lawn, IL 60453

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Easement, and Fifty (50)-Foot Wetland Mitigation and Drainage Easement as shown on the plat of "Tampier of Palos, planned unit development", recorded herewith and incorporated herein by reference.

2. Section 1.6 is hereby deleted and replaced with the following:

"Section 1.6. Declarant shall mean and refer to Marquette National Bank, as Trustee under a Trust Agreement dated June 27, 1964 and known as Trust No. 2756 and Beverly Trust Company, as Trustee under a Trust Agreement dated May 10, 1989 and known as Trust No. 74-1954 or their successors as to all the property described in Exhibit A attached hereto.

3. Section 1.12 is hereby deleted and replaced with the following:

"Section 1.12. SINGLE FAMILY. Shall mean and refer to one or more persons, each related to another by blood, marriage, or adoption, or a group of not more than three (3) persons not related, but are maintaining a common household."

4. Section 2.4(a) is hereby deleted and replaced with the following:

"a. Meetings of the Association shall be held at the property or at such other place in the Village of Palos Park or Village of Orland Park as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of five (5) owners shall constitute a quorum. Further, unless otherwise expressly provided herein, any action may be taken at any meeting of the owners at which a quorum. Further, unless otherwise expressly provided herein, any action may be taken at any meeting of the owners at which a quorum is present upon the affirmative vote of the owners having a majority of the total votes present at such meeting. If a meeting is duly called and a quorum is not present, the Board shall continue the meeting to a date not more than thirty (30) days thereafter."

5. Section 2.4(b) is hereby deleted in its entirety.

6. Section 2.4(c) is hereby renumbered to Section 2.4(b).

7. Section 2.4(d) is hereby renumbered to Section 2.4(c).

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8. Section 2.6(g)(iv) is hereby deleted in its entirety and replaced with the following:

"iv. Developer shall, through the Board appointed by it in accordance with Section 2.2, exercise control over all Association matters, until the first to occur on the following dates: a) Ten (10) years from the date of this Declaration; b) The sale and conveyance of legal title to all of the Lots to owners other than Declarant or an Assignee of Declarant, or; c) Developer elects voluntarily to turn over to the members the authority to appoint the Board, which election it shall evidence by directing the Declarant to execute the record in the Office of the Recorder of Deed of Cook County, Illinois an instrument setting forth its intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the members is hereinafter referred to as the "Turnover Date". On or prior to the Turnover Date, Developer shall cause Declarant to convey to the Association, and the Association shall accept the Common Area to be owned by the Association hereunder and the Association shall undertake to maintain the Common Areas pursuant to the terms hereof."

9. Section 2.8(a) is hereby deleted in its entirety and replaced with the following:

"a. Own, maintain and otherwise manage the Common Area and all Improvements thereon and own, maintain and otherwise manage all other property required by the Association or which the Association agrees to maintain, including, but not limited to Outlot B, Francis Lane, 10-foot Utility and Drainage Easement, 20-foot Utility and Drainage Easement, 15-foot Drainage and Storm Water Detention Easement and 50-foot Wetland Mitigation and Drainage Easement and to maintain any signage, fencing, gates and lighting located on the Common Area."

10. Section 2.8(c) is hereby deleted in its entirety and replaced with the following:

"c. Landscaping, gardening, snow removal, maintenance, repair and replacement of the Common Area and of structures thereon, if any, and such furnishings and equipment for the Common Area as the Board shall determine are necessary and proper. The Board shall have the exclusive right to designate, employ and remove personnel necessary for the maintenance, repair and replacement of the Common Area and the structures thereon. Each Owner shall own and be responsible for the maintenance, repair and replacement of their building and all property therein except for that property which the Association has agreed to maintain."

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11. Section 3.1(c) is hereby deleted in its entirety and replaced with the following:

"c. The right of the Association to dedicate or transfer all or any part of the Common Area which is owned by the Association through evidence of a deed or any utility system thereon to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of the members of the Board of Directors, has been recorded, and the approval of the mortgagees, as provided in Paragraph 7.1 has been obtained."

12. Section 3.4 is hereby deleted and replaced with the following:

~~"3.4. 50-Foot Wetland Mitigation and Drainage Easements, 10-Foot Utility and Drainage Easement, 15-Foot Drainage and Storm Water Detention Easement, and 20-Foot Utility and Drainage Easement. The portion of the property described in the Subdivision Plat as 50-Foot Wetland Mitigation and Drainage Easement, 10-Foot Utility and Drainage Easement, 15-Foot Drainage and Storm Water Detention Easement and 20-Foot Utility and Drainage Easement (the "Easements") was created for the purpose of protecting the scenic attractiveness of the area and to insure there are no water drainage problems. The Association shall have the obligation to maintain, repair and replace said Easements Property.~~

Anything in the contrary contained in this Declaration notwithstanding the Owners, their heirs, successors and assigns, covenant to do and refrain from doing upon the Easements the various acts as hereinafter set forth:

a) No structures or improvements of any kind, including pavement or parking facilities or fences, will be placed or erected upon the Easements except that underground utilities may be installed, constructed, reconstructed and maintained over, under and upon the Easements in accordance with sub-section (b) below.

b) The general topography of the Easements shall be maintained in its present condition to the fullest extent practicable and no excavation or topographic changes shall be made without the written approval of the Army Corps of Engineers, except that underground utilities may be installed to serve the Easements provided that the topography is restored.

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c) Ingress or egress across the Easements by foot or by vehicle means, including, but not limited to automobiles, trucks, snow mobiles, motorized bicycles, scooters or motorcycles, shall be prohibited except to the extent necessary to inspect, install, repair, maintain and replace underground utilities or wetland components.

d) No dumping or placing of trash, waste, soil or other substances or materials on the Easements shall be permitted.

e) To the fullest extent practicable, the plantings and landscaping on the Easements established pursuant to the approved Army Corps of Engineers, nationwide permit condition shall be maintained.

f) No activity shall be permitted on the Easements that adversely affect the property with respect to drainage, flood control, or the conservation, erosion control, soil conservation or wetland function without the prior permission of the appropriate governmental entity."

13. Article 4(b) is hereby deleted in its entirety and replaced with the following:

"b. Frances Lane - The Association shall maintain, including any lighting of said street. The Association shall have the right to dedicate said street to the appropriate municipality pursuant to Section 3.1(c) of this Declaration."

14. Article 4(c) is hereby deleted in its entirety and replaced with the following:

"c. 50-Foot Wetland Mitigation and Drainage Easement, 10-Foot Utility and Drainage Easement, 15-Foot Drainage and Storm Water Detention Easement, and 20-Foot Utility and Drainage Easement. The Association shall maintain the Easements, as described on the Association's Subdivision Plat."

15. Section 5.6 is hereby deleted in its entirety and replaced with the following:

"5.6. Notice and Quorum - Written notice of any meeting called for the purpose of authorizing special assessments which requires approval of the members shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of such meeting. At the first such meeting called, presence of six (6) voting members in person or by proxy shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to same notice

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requirements and the required quorum at the subsequent meeting shall be five (5) owners. No such subsequent meeting shall be held more than sixty (60) days following the meeting."

16. Section 6.9 is hereby deleted in its entirety and replaced with the following:

"6.9. All areas of the Lots designated or intended for the proper drainage or retention of storm water, including swale lines and ditches, and easements, shall be kept unobstructed and shall be mowed regularly except for the Wetland Property maintained by the Association. Trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Lot. No Owner shall alter the rate or direction of flow of storm water from any Lot by impounding water, changing gradings, blocking or redirecting swale, ditches, or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area is for the benefit of the entire Property."

17. Section 8.2 is hereby deleted and replaced with the following:

"8.2. Television Antenna. Notwithstanding the provisions of Paragraph 8.1 herein, no outdoor television antenna shall be affixed to or placed upon the exterior walls or roof of any dwelling, garage or other improvement on the Lot, or upon any other portion of a Lot, or on any portion of the Common Area, except for a single television mast antenna, without expressed written consent of the Board. Satellite dishes are permissible, however, prior written Board approval must be obtained."

18. Section 8.4 is hereby deleted in its entirety and replaced with the following:

"8.4. Construction. No house shall be less than twenty-five hundred (2,500) square feet for a one-level building or fifteen-hundred (1,500) square feet per floor for a building higher than one level. A basement below ground does not constitute a level. The first floor of any building must be brick."

19. Section 8.5 is hereby deleted in its entirety and replaced with the following:

"8.5. Each dwelling shall have at least a two (2)-car garage."

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20. Section 10.12 is hereby deleted and replaced with the following:

"10.12. Records of the Association - Availability for Examination. The Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Owners or their mortgagees and their duly authorized agents or attorneys.

a) Copies of the recorded Declaration and Bylaws and any amendments, Articles of Incorporation of the Association, Annual Reports and any Rules and Regulations adopted by the Association or its Board shall be available.

b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Areas specifying and itemizing the maintenance and repair expenditures of the Common Areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.

c) The minutes of all meetings of the Association and the Board shall maintained. The Association shall maintain these minutes for a period of not less than seven (7) years.

d) Such other records of the Association as are available for inspection by members of a not-for-profit corporation, pursuant to Section 25 of the General Not-For-Profit Corporation Act, approved July 19, 1943, as amended, shall be maintained.

e) A reasonable fee may be charged by the Association or its Board for the cost of copying.

21. Exhibit A is hereby deleted and hereby replaced with an Amended Legal Description, attached hereto as Exhibit "B".

22. Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

This instrument was prepared by: SCHAIN, FIRSEL & BURNEY, LTD.
222 N. LaSalle St.
Suite 1910
Chicago, Illinois 60601
(312) 332-0200

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EXHIBIT "A"

LEGAL DESCRIPTION

Tampier of Palos Park, planned unit development, consisting of the South 9 acres of the North 27 acres of the West Half of the South West Quarter of Section 32, Township 37 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

Property of Cook County Clerk's Office

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EXHIBIT "B"

AMENDED LEGAL DESCRIPTION

Tampier of Palos, Planned Unit Development, a resubdivision of Tampier of Palos Park, consisting of the south nine acres of the north 27 acres of the west half of the southwest quarter section 32 township 37 north range 12 east of the Third Principal Meridian in Cook County, Illinois.

132ND WOLF ROAD

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006, 007, 008,

009, 001, 002.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

We, the undersigned, are all first mortgagees of Lots of THE TAMPIER OF PALOS PARK HOMEOWNERS ASSOCIATION, a common interest community, established by the aforesaid Declaration of Covenant, and by our signatures below, we hereby execute and acknowledge the foregoing amendment to the Declaration.

EXECUTED AND ACKNOWLEDGED this 17th day of June, 1991.

Beverly Bank - Matteson
Mortgagee Printed Name

[Handwritten Signature]
Mortgagee Signature

Being Mortgagees of Lot #(Below) in THE TAMPIER OF PALOS PARK HOMEOWNERS ASSOCIATION.
Lots #1, 3, 4, 5, 6, 7, and
Outlets A & B

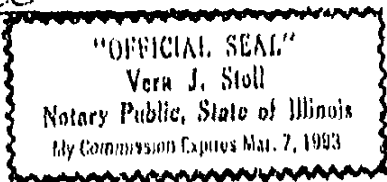
ACKNOWLEDGEMENT (in a representative capacity)

This instrument was acknowledged before me on June 17, 1991 by John J. Masterson as Vice Pres of

Beverly Bank - Matteson
(type of authority, e.g. officer, trustee, etc.)

(Name of party on behalf of whom instrument was executed).

Vera J. Stoll
Notary Public



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STATE OF ILLINOIS)
)
COUNTY OF COOK)

We, the undersigned, Marquette National Bank, not personally, but as Trustee, under a Trust Agreement dated June 27, 1964 and known as Trust No. 2756, is the owner of Lot 2, of THE TAMPIER OF PALOS PARK HOMEOWNERS ASSOCIATION, a common interest community, established by the aforesaid Declaration of Covenant, and by our signatures below, we hereby execute and acknowledge the foregoing amendment to the Declaration.

EXECUTED AND ACKNOWLEDGED this day of JUL - 6 1991,
1991.

By: _____

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Marquette National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MARQUETTE NATIONAL BANK

TR# 2756

[Signature]
Vice President

[Signature]
Assistant Secretary

STATE OF ILLINOIS SS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, 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 such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their 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.

Given under my hand and Notarial Seal this

day of JUL - 6 1991

[Signature]
Notary Public

Notary Public

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NOTARIAL SEAL
WILMA M. GLAUZER
Notary Public, State of Illinois
My Commission Expires 7/5/93

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STATE OF ILLINOIS)
COUNTY OF COOK)

The undersigned, Beverly Trust Company, not personally, but as Trustee, under a Trust Agreement dated May 10, 1989, and known as Trust Number 74-1954, is the owner of Lots 1, 3-7, and Outlots A and B of THE TAMPIER OF PALOS PARK HOMEOWNERS ASSOCIATION, a common interest community, established by the aforesaid Declaration of Covenant, and by its signature below, does hereby execute and acknowledge the foregoing amendment to the Declaration.

EXECUTED AND ACKNOWLEDGED this 17th day of June, 1991.

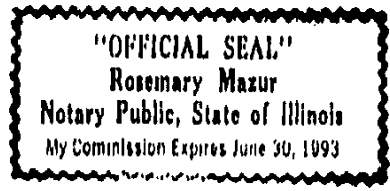
By: Alyne Polikoff
Title: Asst. Vice President

ACKNOWLEDGEMENT (in a representative capacity)

This instrument was acknowledged before me on June 17, 1991 by ALYNE POLIKOFF as A.V.P. of Beverly Trust Co. (type of authority, e.g. officer, trustee, etc.)

Beverly Trust Co.
(Name of party on behalf of whom instrument was executed)

Rosemary Mazur
Notary Public



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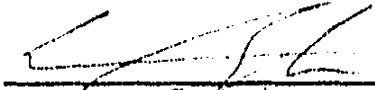
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CERTIFICATION AS TO OWNERS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____, state that I am the Secretary of the Board of Managers of THE TAMPIER OF PALOS PARK HOMEOWNERS ASSOCIATION, and hereby certify that the persons whose names are subscribed to the foregoing instruments represent all Owners within THE TAMPIER OF PALOS PARK HOMEOWNERS ASSOCIATION and that, by their respective signatures, said Owners acknowledged the foregoing instrument as their free and voluntary act for the purposes set forth therein.

By:  _____
Secretary

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