

UNOFFICIAL COPY

**PLAT**

SEE PLAT COPY

FILE DATE

10-24-94

DOCUMENT #

94905389

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

94905389

## SECOND AMENDMENT OF CONDOMINIUM OWNERSHIP AND BY-LAWS OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR "EAST CIRCLE VIEW CONDOMINIUMS" VILLAGE OF CRESTWOOD, COOK COUNTY, ILLINOIS

CC 286277

THIS SECOND 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 2, 1993 and known as Trust No. 13155, and not individually, hereinafter referred to as the "Declarant":

DEPT-01 RECORDING \$102.00  
T#0011 TRAN 4273 10/24/94 15:02:00  
#1096 #RV #--94-905389

WITNESSETH:

COOK COUNTY RECORDER

WHEREAS, the Declarant has heretofore established by a Declaration recorded in the Office of the Recorder of Deeds, Cook County, Illinois (the "Recorder") on August 2, 1993 as Document No. 93-600756, a plan of individual ownership of real property 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, on March 16, 1994, Declarant executed a First Amendment of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for "East Circle View Condominiums" Village of Crestwood, Cook County, Illinois, which document was recorded by the Recorder on March 24, 1994, as Document No. 94269311 (the "First Amendment") (the Declaration and First Amendment are hereinafter, from time to time, referred to as the "Declaration").

WHEREAS, the Declaration, in Article XVIII, paragraphs 1 through 28 thereof provides, as follows:

### ARTICLE XVIII

#### ADD-ON CONDOMINIUM

1. The Declarant and/or Developer explicitly reserves an option to add additional property to the parcel 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 and after recording mail to:  
Barry R. Katz, Esq.  
Deutsch, Levy & Engel, Chtd.  
225 W. Washington St., #1700  
Chicago, Illinois 60606  
(312) 346-1460

Common address of property:  
4922, 4926 and 4930 W. 134th Street  
Crestwood, Illinois 60445

P.I.N.: 24-33-403-017-0000 *OK MK*

TICOR TITLE BOX 15

*AMM*

RECORDING FEE \$ 102.00

DATE 10-24-94 COPIES 6

BY MK

94905389

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PLAT WITH THIS DOCUMENT

NOV 13 2013

# UNOFFICIAL COPY

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 annexed to the Property and which shall state the intention of the Declarant 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 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 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 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).

94905319

# UNOFFICIAL COPY

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 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 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.

94905359

# UNOFFICIAL COPY

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 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 conformation of each of the following provisions as though fully set forth in each deed or other instrument:

# UNOFFICIAL COPY

(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 as 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;

(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 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.

94905319

# UNOFFICIAL COPY

24. The Development Parcel is legally described on Exhibit D attached thereto. 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 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 eighty-four (84) units, of which twelve (12) condominium units and twelve (12) garage units will be constructed on the Property submitted via 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 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, Declarant wishes to amend the original Declaration and First Amendment by the filing of this Second Amendment to the Declaration;

NOW, THEREFORE, Declarant, legal owner of the parcel of real property in Cook County, Illinois, legally described on the plat of survey attached hereto as SECOND AMENDED EXHIBIT "A" (the "Parcel"), submits the Parcel to the provisions of the Condominium Property Act of the State of Illinois and to the provisions of the aforesaid Declaration, and further states that the Second Amendment to the Declaration shall constitute covenants to run with the land and shall be binding upon said Declarant, its successors and assigns, and all subsequent owners of all or any part of the Parcel and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns;

1. Declarant hereby adopts by reference and submits the Parcel to the Declaration of Condominium Ownership and By-laws, Easements, Restrictions and Covenants for "EAST CIRCLE VIEW CONDOMINIUMS" recorded by the Recorder on August 2, 1993, as Document No. 93-600756 as amended by the First Amendment and makes said documents a part hereof, as if set forth herein at length.



# UNOFFICIAL COPY

2. Declarant, pursuant to its rights, power and authority as provided in the Condominium Property Act of the State of Illinois and the 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 Declaration, the additional Parcel with improvements legally described on the Second Amended Exhibit "A", said added Parcel being a part of the Development Parcel set forth in the Declaration.

3. Declarant, pursuant to the provisions of the Declaration, hereby amends Exhibit A to said Declaration by adding to it a new sheet entitled SECOND AMENDED EXHIBIT "A". Upon the recording of this SECOND AMENDMENT TO THE DECLARATION, the Property shall consist of the Parcel described on Exhibit A to the Declaration and the parcel described on the Second Amended Exhibit A.

4. Declarant, pursuant to the provisions of the Declaration, hereby amends Exhibit "B" to said Declaration by substituting therefor the SECOND AMENDED EXHIBIT "B" attached hereto.

5. Declarant, pursuant to the provisions of the Declaration, hereby amends Exhibit "C" to said Declaration by substituting therefor the SECOND AMENDED EXHIBIT "C" attached hereto.

6. Article IV(f) of the Declaration is amended by deleting the last sentence of said article and substituting in its place the following language:

"A Unit Owner shall be permitted the use of a gas grill on the balcony or patio adjoining the Unit, subject to such rules and regulations for such activity established by the Board of Managers of the Association. Each Unit Owner may install screening outside the balcony or patio adjoining the Unit; provided, however, that (i) such screening shall conform to the color and type of material approved by the Board of Managers of the Association for all other Units and (ii) prior to installation of the screening, the Unit Owner shall first obtain the written approval by the Board of Managers of the Association."

7. This SECOND 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. 13155, 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. 13155, or its successor and not by FIRST

94905319

# UNOFFICIAL COPY

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. 13155, and after the Trustee has first been supplied with funds for that purpose. In the event of a conflict between the terms of this paragraph and the remainder of the instrument or any question or 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 Vice President and Trust Officer and attested by its Assistant Trust Officer this 19th day of OCTOBER, 1944.

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

By: [Signature]  
Vice President and Trust Officer

ATTEST:

[Signature]  
Assistant Trust Officer

94905369

# UNOFFICIAL COPY

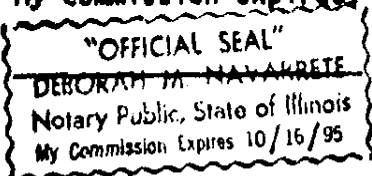
STATE OF ILLINOIS    }  
                              } SS.  
COUNTY OF COOK     }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gregory A. Siga, Vice President and Trust Officer of FIRST NATIONAL BANK OF EVERGREEN PARK, and Nancy Rodighiero, Assistant Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Vice President and Trust Officer and Assistant Trust Officer, 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 Assistant Trust Officer also did then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix the said Corporate Seal of said Bank to said instrument as his own free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of October, 1994.

Deborah M. Navakrete  
notary Public

My commission expires:



# UNOFFICIAL COPY

## FIRST AMENDED EXHIBIT "A"

### LEGAL DESCRIPTION OF THE PROPERTY SUBMITTED UNDER THIS SECOND AMENDMENT TO THE DECLARATION:

Lot 1 in East Circle View Condominiums, being a resubdivision of Lot 20 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 SECOND AMENDMENT TO THE DECLARATION:

Lots 1, 2 and 3 in East Circle View Condominiums, being a resubdivision of Lot 20 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.

PROPERTY OF Cook County Clerk's Office

94905319

# UNOFFICIAL COPY

## SECOND AMENDED EXHIBIT "B"

### EAST CIRCLE VIEW 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:

<u>Floor</u>	<u>Unit</u>	<u>Mode</u>	<u>Percentage</u>	<u>Garage</u>	<u>Percentage</u>
First	101	Imperial	2.54454%	G113	.221384%
First	102	Courtland	2.54454%	G114	.221388%
First	103	Imperial	2.54454%	G115	.221388%
First	104	Courtland	2.54454%	G116	.221388%
Second	105	Imperial	2.58009%	G117	.221388%
Second	106	Courtland	2.58009%	G118	.221388%
Second	107	Imperial	2.58009%	G119	.221388%
Second	108	Courtland	2.58009%	G120	.221388%
Third	109	Imperial	2.54454%	G121	.221388%
Third	110	Courtland	2.54454%	G122	.221388%
Third	111	Imperial	2.54454%	G123	.221388%
Third	112	Courtland	2.54454%	G124	.221384%
First	201	Imperial	2.54454%	G213	.221388%
First	202	Courtland	2.54454%	G214	.221388%
First	203	Imperial	2.54454%	G215	.221388%
First	204	Courtland	2.54454%	G216	.221388%
Second	205	Imperial	2.58009%	G217	.221388%
Second	206	Courtland	2.58009%	G218	.221388%
Second	207	Imperial	2.58009%	G219	.221388%
Second	208	Courtland	2.58009%	G220	.221388%
Third	209	Imperial	2.54454%	G221	.221388%
Third	210	Courtland	2.54454%	G222	.221388%
Third	211	Imperial	2.54454%	G223	.221388%
Third	212	Courtland	2.54454%	G224	.221388%
First	301	Imperial	2.54454%	G313	.221388%
First	302	Courtland	2.54454%	G314	.221388%
First	303	Imperial	2.54454%	G315	.221388%
First	304	Courtland	2.54454%	G316	.221388%
Second	305	Imperial	2.58009%	G317	.221388%
Second	306	Courtland	2.58009%	G318	.221388%
Second	307	Imperial	2.58009%	G319	.221388%
Second	308	Courtland	2.58009%	G320	.221388%
Third	309	Imperial	2.54454%	G321	.221388%
Third	310	Courtland	2.54454%	G322	.221388%
Third	311	Imperial	2.54454%	G323	.221388%
Third	312	Courtland	2.54454%	G324	.221388%

Total Unit Percentage: 92.03004%

Total Garage Percentage: 7.96996%

Total Percentage: 100%

# UNOFFICIAL COPY

## SECOND AMENDED EXHIBIT "C" LEGAL DESCRIPTION OF UNITS

The legal description for the individual units being added by this Second Amendment to the Declaration and to be conveyed pursuant to the Declaration shall consist of the Building and Unit identifying number, as shown on the Plat attached hereto as Second Amended Exhibit "A", together with a reference to this Declaration and said Plat, and showing the Document Number as follows:

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, G113, G114, G115, G116, G117, G118, G119, G120, G121, G122, G123, G124 in East Circle View Condominiums, being a resubdivision of part of Lot 20 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 Ownership and By-Laws of Easements, Restrictions and Covenants for East Circle View Condominiums, Village of Crestwood, Cook County, Illinois, made by the First National Bank of Evergreen Park, Trustee under the provisions of that certain Trust Agreement dated June 2, 1993 and known as Trust No. 12155, recorded in the office of the Recorder of Deeds, Cook County, Illinois as Document No. 93-600756, as amended from time to time together with its individual percentage interest in the common elements.

The legal description of the individual units to be individually conveyed pursuant to this Declaration, including the individual units being added by this Second Amendment to the 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 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, G113, G114, G115, G116, G117, G118, G119, G120, G121, G122, G123, G124, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, G213, G214, G215, G216, G217, G218, G219, G220, G221, G222, G223, G224, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, G313, G314, G315, G316, G317, G318, G319, G320, G321, G322, G323, G324, in East Circle View Condominiums, being a resubdivision of part of Lot 20 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 Third Principal Meridian in Cook County, Illinois, according to the Declaration of Condominium Ownership and By-Laws of Easements, Restrictions and Covenants for East Circle View Condominiums, Village of Crestwood, Cook County, Illinois, made by the First National Bank of Evergreen Park, Trustee under the provisions of that certain Trust Agreement dated June 2, 1993 and known as Trust No. 13155, recorded in the office of the Recorder of Deeds, Cook County, Illinois as Document No. 93-600756 as amended from time to time together with its individual percentage interest in the common elements.

94905319

# UNOFFICIAL COPY

## ORIGINAL EXHIBIT "D"

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

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

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

### DEVELOPMENT PARCEL

Lots 1, 2 and 3 in East Circle View Condominiums being a resubdivision of part of Lot 20 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;

Lot 3 - Building 3-4922 West 134th Street  
Lot 2 - Building 2-4926 West 134th Street  
Lot 1 - Building 1-4930 West 134th Street